# United States
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 20549**

# FORM 10-Q

**QUARTERLY REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
**For the Quarterly Period Ended**

**September 30, 2008**

**Commission File Number 1-12984**

# Eagle Materials Inc.

**Delaware**
**(State of Incorporation)**

**75-2520779**
**(I.R.S. Employer Identification No.)**

**3811 Turtle Creek Blvd., Suite 1100, Dallas, Texas 75219**
**(Address of principal executive offices)**

**(214) 432-2000**
**(Registrant's telephone number)**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

| | |
|---|---|
| ☒ Large accelerated filer | ☐ Accelerated filer |
| ☐ Non-accelerated filer (Do not check if a smaller reporting company) | ☐ Smaller reporting company |

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.) Yes ☐ No ☒

As of November 5, 2008, the number of outstanding shares of common stock was:

| Class | Outstanding Shares |
|---|---|
| Common Stock, $.01 Par Value | 43,544,038 |

**Eagle Materials Inc. and Subsidiaries**
**Form 10-Q**
**September 30, 2008**

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**PART I. FINANCIAL INFORMATION (unaudited)**

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**Eagle Materials Inc. and Subsidiaries**
Consolidated Statements of Earnings
(dollars in thousands, except share data)
(unaudited)

| | For the Three Months Ended September 30, 2008 | For the Three Months Ended September 30, 2007 | For the Six Months Ended September 30, 2008 | For the Six Months Ended September 30, 2007 |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Gypsum Wallboard | $ 74,583 | $ 88,563 | $ 155,981 | $ 193,390 |
| Cement | 59,317 | 74,922 | 116,081 | 146,372 |
| Paperboard | 20,625 | 21,868 | 40,155 | 42,514 |
| Concrete and Aggregates | 21,070 | 24,494 | 39,781 | 48,286 |
| Other, net | 3,339 | 616 | 3,739 | 1,138 |
| | 178,934 | 210,463 | 355,737 | 431,700 |
| **COSTS AND EXPENSES** | | | | |
| Gypsum Wallboard | 75,923 | 73,317 | 162,709 | 150,970 |
| Cement | 41,088 | 47,863 | 83,098 | 97,895 |
| Paperboard | 15,781 | 18,147 | 32,098 | 34,475 |
| Concrete and Aggregates | 19,708 | 20,392 | 36,306 | 40,135 |
| Corporate General and Administrative | 4,915 | 5,746 | 8,970 | 10,093 |
| Interest Expense, net | 8,129 | 4,261 | 16,120 | 7,855 |
| | 165,544 | 169,726 | 339,301 | 341,423 |
| **EQUITY IN EARNINGS OF UNCONSOLIDATED JOINT VENTURE** | 8,854 | 9,274 | 16,740 | 15,450 |
| **EARNINGS BEFORE INCOME TAXES** | 22,244 | 50,011 | 33,176 | 105,727 |
| Income Taxes | 6,599 | 15,473 | 9,701 | 33,664 |
| **NET EARNINGS** | $ 15,645 | $ 34,538 | $ 23,475 | $ 72,063 |
| **EARNINGS PER SHARE:** | | | | |
| Basic | $ 0.36 | $ 0.74 | $ 0.54 | $ 1.52 |
| Diluted | $ 0.36 | $ 0.73 | $ 0.54 | $ 1.50 |
| **AVERAGE SHARES OUTSTANDING:** | | | | |
| Basic | 43,480,047 | 46,729,756 | 43,451,146 | 47,337,065 |
| Diluted | 43,835,459 | 47,336,936 | 43,853,220 | 47,962,356 |
| **CASH DIVIDENDS PER SHARE:** | $ 0.20 | $ 0.20 | $ 0.40 | $ 0.40 |

*See notes to unaudited consolidated financial statements.*

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**Eagle Materials Inc. and Subsidiaries**
Consolidated Balance Sheets
(dollars in thousands)

| | September 30, 2008 (unaudited) | March 31, 2008 |
|---|---|---|
| **ASSETS** | | |
| Current Assets - | | |
| Cash and Cash Equivalents | $ 17,018 | $ 18,960 |
| Accounts and Notes Receivable | 72,682 | 62,949 |
| Inventories | 103,173 | 98,717 |
| Total Current Assets | 192,873 | 180,626 |
| Property, Plant and Equipment - | 1,085,942 | 1,079,742 |
| Less: Accumulated Depreciation | (395,921) | (374,186) |
| Property, Plant and Equipment, net | 690,021 | 705,556 |
| Notes Receivable | 7,026 | 7,286 |
| Investment in Joint Venture | 39,085 | 40,095 |
| Goodwill and Intangible Assets | 153,131 | 153,449 |
| Other Assets | 26,810 | 27,835 |
| | $ 1,108,946 | $ 1,114,847 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| Current Liabilities - | | |
| Accounts Payable | $ 39,286 | $ 50,961 |
| Federal Income Taxes Payable | 347 | — |
| Accrued Liabilities | 52,277 | 56,315 |
| Total Current Liabilities | 91,910 | 107,276 |
| Long-term Debt | 400,000 | 400,000 |
| Other Long-term Liabilities | 86,859 | 84,342 |
| Deferred Income Taxes | 114,165 | 117,542 |
| Total Liabilities | 692,934 | 709,160 |
| Stockholders' Equity - | | |
| Preferred Stock, Par Value $0.01; Authorized 5,000,000 Shares; None Issued | — | — |
| Common Stock, Par Value $0.01; Authorized 100,000,000 Shares; Issued and Outstanding 43,544,038 and 43,430,297 Shares, respectively | 435 | 434 |
| Capital in Excess of Par Value | 4,255 | — |
| Accumulated Other Comprehensive Losses | (1,368) | (1,368) |
| Retained Earnings | 412,690 | 406,621 |
| Total Stockholders' Equity | 416,012 | 405,687 |
| | $ 1,108,946 | $ 1,114,847 |

*See notes to the unaudited consolidated financial statements.*

**Eagle Materials Inc. and Subsidiaries**
Consolidated Statements of Cash Flows
(unaudited – dollars in thousands)

| | For the Six Months Ended September 30, 2008 | 2007 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Net Earnings | $ 23,475 | $ 72,063 |
| Adjustments to Reconcile Net Earnings to Net Cash Provided by Operating Activities - | | |
| Depreciation, Depletion and Amortization | 25,794 | 21,435 |
| Gain on Sale of Property, Plant and Equipment | (2,596) | — |
| Deferred Income Tax Provision | (4,310) | (3,254) |
| Stock Compensation Expense | 2,641 | 3,298 |
| Equity in Earnings of Unconsolidated Joint Venture | (16,740) | (15,450) |
| Excess Tax Benefits from Share Based Payment Arrangements | (517) | (1,235) |
| Distributions from Joint Venture | 17,750 | 18,000 |
| Changes in Operating Assets and Liabilities: | | |
| Accounts and Notes Receivable | (9,473) | 903 |
| Inventories | (4,456) | (2,365) |
| Accounts Payable and Accrued Liabilities | (11,774) | 4,399 |
| Other Assets | (1,070) | 2,414 |
| Income Taxes Payable | 2,136 | 2,418 |
| Net Cash Provided by Operating Activities | 20,860 | 102,626 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Property, Plant and Equipment Additions | (11,035) | (62,090) |
| Proceeds from Sale of Property, Plant and Equipment | 3,996 | — |
| Net Cash Used in Investing Activities | (7,039) | (62,090) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | |
| Increase in Long-term Debt | — | 120,000 |
| Dividends Paid to Stockholders | (17,378) | (17,987) |
| Purchase and Retirement of Common Stock | — | (142,074) |
| Proceeds from Stock Option Exercises | 1,098 | 2,040 |
| Excess Tax Benefits from Share Based Payment Arrangements | 517 | 1,235 |
| Net Cash Used in Financing Activities | (15,763) | (36,786) |
| **NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS** | (1,942) | 3,750 |
| **CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD** | 18,960 | 17,215 |
| **CASH AND CASH EQUIVALENTS AT END OF PERIOD** | $ 17,018 | $ 20,965 |

*See notes to the unaudited consolidated financial statements.*

**Eagle Materials Inc. and Subsidiaries**
**Notes to Unaudited Consolidated Financial Statements**
**September 30, 2008**

## (A) BASIS OF PRESENTATION

The accompanying unaudited consolidated financial statements as of and for the three and six month period ended September 30, 2008, include the accounts of Eagle Materials Inc. and its majority owned subsidiaries (the "Company", "us" or "we") and have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the notes thereto included in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on May 29, 2008.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations, although we believe that the disclosures are adequate to make the information presented not misleading. In our opinion, all adjustments (consisting solely of normal recurring adjustments) necessary to present fairly the information in the following unaudited consolidated financial statements of the Company have been included. The results of operations for interim periods are not necessarily indicative of the results for the full year.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities" ("SFAS 159"). SFAS 159 permits entities to choose to measure certain financial instruments and other eligible items at fair value when the items are not otherwise currently required to be measured at fair value. Under SFAS 159, the decision to measure items at fair value is made at specified election dates on an irrevocable instrument-by-instrument basis. We adopted SFAS 159 on April 1, 2008 and decided not to elect the fair value option.

## (B) SHARE-BASED EMPLOYEE COMPENSATION

**Long-Term Compensation Plans**

*Options*. We granted a target number of stock options during June 2007 to certain individuals (the "Fiscal 2008 Stock Option Grant") that may be earned, in whole or in part, if certain performance conditions are satisfied. The Fiscal 2008 Stock Option Grant will vest over a seven year period depending upon the achievement of specified levels of earnings per share and operating earnings. Options are vested as they are earned, and any options not earned at the end of the seven year period will be forfeited. These stock options were valued at the grant date using the Black-Scholes option pricing model. Subsequent to the original grant, certain other employees that were not included in the original grant were granted options under the Fiscal 2008 Stock Option Grant. These awards vest identically to the original grant, and expire on the same day as the original grants. The weighted-average assumptions used in the Black-Scholes model to value the option awards in fiscal 2009 are as follows: annual dividend rate of 2.0%, expected volatility of 36%, risk free interest rate of 3.3% and expected life of 6.0 years. We are expensing the fair value of the options granted in fiscal 2009 over a five year period, as adjusted for expected forfeitures.

In July 2008, we granted options to members of the Board of Directors (the "Fiscal 2009 Board of Directors Grant"). Options granted under the Fiscal 2009 Board of Directors Grant vested immediately, and can be exercised from the date of grant until their expiration at the end of seven years. In August 2008, the Compensation Committee of the Board of Directors approved an incentive equity award to certain individuals that may be earned, in whole or in part, if certain performance conditions are satisfied (the "Fiscal 2009 Stock Option Grant"). The Fiscal 2009 Stock Option Grant is structured to provide short-term incentive to address the changed circumstances in the economy and our business since the issuance of the Fiscal 2008 Stock Option Grant. The performance and vesting criteria for the Fiscal 2009 Stock Option Grant is based on the achievement of specified levels of earnings before interest, taxes, depreciation and amortization, as well as achievement of certain safety metrics for the nine month period ending March 31, 2009. The options have a term of seven years, and are vested as earned. Any awards not earned at March 31, 2009 will be forfeited. These stock options were valued at the grant date using the Black-Scholes option pricing model. The weighted-average assumptions used in the Black-Scholes model to value the option awards in fiscal 2009 are as follows: annual dividend rate of 2.0%, expected volatility of 36%, risk free interest rate of 3.4% and expected life of 6.0 years. We are expensing the fair value of the Fiscal 2009 Stock Option Grant over a nine month period, as adjusted for expected forfeitures.

Stock option expense for all outstanding stock option awards totaled approximately $1.4 million and $2.2 million for the three and six month periods ended September 30, 2008, respectively, as compared to $2.3 million and $3.1 million expensed for the three and six month periods ended September 30, 2007, respectively. At September 30, 2008, there was approximately $11.3 million of unrecognized compensation cost related to outstanding stock options which is expected to be recognized over a weighted-average period of 5.7 years.

The following table represents stock option activity for the six month period ended September 30, 2008:

| | Number of Shares | Weighted-Average Exercise Price |
|---|---|---|
| Outstanding Options at Beginning of Period | 2,787,047 | $ 34.26 |
| Granted | 912,910 | $ 27.84 |
| Exercised | (98,741) | $ 11.11 |
| Cancelled | — | — |
| Outstanding Options at End of Period | 3,601,216 | $ 33.26 |
| Options Exercisable at End of Period | 1,993,945 | |
| Weighted-Average Fair Value of Options Granted during the Period | $ 9.07 | |

The following table summarizes information about stock options outstanding at September 30, 2008:

| | Outstanding Options | | | Exercisable Options | |
|---|---|---|---|---|---|
| Range of Exercise Prices | Number of Shares Outstanding | Weighted-Average Remaining Contractual Life | Weighted-Average Exercise Price | Number of Shares Outstanding | Weighted-Average Exercise Price |
| $ 6.80 - $ 8.15 | 239,215 | 2.24 | $ 7.57 | 239,215 | $ 7.57 |
| $ 9.57 - $ 13.43 | 415,024 | 4.03 | $ 12.03 | 415,024 | $ 12.03 |
| $ 21.52 - $ 29.08 | 1,103,970 | 6.26 | $ 26.06 | 1,099,470 | $ 26.09 |
| $ 34.09 - $ 40.78 | 416,670 | 4.13 | $ 37.06 | 203,870 | $ 38.47 |
| $ 47.53 - $ 62.83 | 1,426,337 | 5.83 | $ 48.20 | 36,366 | $ 61.77 |
| | 3,601,216 | 5.32 | $ 33.26 | 1,993,945 | $ 22.86 |

At September 30, 2008, both the outstanding options and exercisable options did not have any intrinsic value. The total intrinsic value of options exercised during the three and six month periods ended September 30, 2008 was approximately $0.7 million and $1.6 million, respectively.

*Restricted Stock Units.* As part of the Fiscal 2009 Stock Option Grant, the same employees receiving options also received restricted stock units (“RSUs”). The vesting criteria for the RSUs are similar to those criteria for the Fiscal 2009 Stock Option Grant, and any RSUs earned will become vested one year from the date of issuance. Any RSUs not vested will be forfeited. The RSUs are being expensed over a one year period, less expected forfeitures. The value of RSUs granted in previous years is being amortized over a three year period for grants to employees and a period not to exceed ten years for grants to directors. Expense related to RSUs was approximately $0.3 million and $0.4 million for the three and six month periods ended September 30, 2008, respectively, as compared to $0.2 million and $0.3 million for the three and six month periods ended September 30, 2007, respectively.

At September 30, 2008, there was approximately $2.4 million of unearned compensation from restricted stock units that will be recognized over a weighted-average period of 1.9 years.

*Restricted Stock.* We granted 15,000 shares of restricted stock to an employee on June 10, 2008. The restricted stock was valued at approximately $0.5 million, based on the closing price of the stock on the date of the grant. The restrictions lapse in annual increments over a seven year period, with the expense recognized ratably over a seven year period.

Shares available for future stock option and restricted stock unit grants under existing plans were 265,120 at September 30, 2008.

### (C) PENSION AND EMPLOYEE BENEFIT PLANS

We have several defined benefit and defined contribution retirement plans which together cover substantially all our employees. Benefits paid under the defined benefit plans covering certain hourly employees are based on years of service and the employee’s qualifying compensation over the last few years of employment.

The following table shows the components of net periodic cost for our plans:

| | For the Three Months Ended September 30, 2008 | 2007 | For the Six Months ended September 30, 2008 | 2007 |
|---|---|---|---|---|
| | (dollars in thousands) | | (dollars in thousands) | |
| Service Cost – Benefits Earned during the Period | $ 146 | $ 137 | $ 279 | $ 266 |
| Interest Cost of Benefit Obligations | 276 | 241 | 501 | 450 |
| Expected Return on Plan Assets | (279) | (315) | (559) | (560) |
| Recognized Net Actuarial Loss | 120 | 27 | 153 | 66 |
| Amortization of Prior-Service Cost | 35 | 36 | 72 | 74 |
| Net Periodic Pension Cost | $ 298 | $ 126 | $ 446 | $ 296 |

**(D) STOCKHOLDERS' EQUITY**

A summary of changes in stockholders' equity follows:

| | For the Six Months Ended September 30, 2008 (dollars in thousands) |
|---|---|
| **Common Stock –** | |
| Balance at Beginning of Period | $ 434 |
| Stock Option Exercises | 1 |
| Balance at End of Period | 435 |
| **Capital in Excess of Par Value –** | |
| Balance at Beginning of Period | — |
| Share-Based Activity | 2,641 |
| Stock Option Exercises | 1,614 |
| Balance at End of Period | 4,255 |
| **Retained Earnings –** | |
| Balance at Beginning of Period | 406,621 |
| Dividends Declared to Stockholders | (17,406) |
| Net Earnings | 23,475 |
| Balance at End of Period | 412,690 |
| **Accumulated Other Comprehensive Losses –** | |
| Balance at Beginning of Period | (1,368) |
| Balance at End of Period | (1,368) |
| **Total Stockholders' Equity** | $ 416,012 |

There were no share repurchases during the three month period ended September 30, 2008. As of September 30, 2008, we have authorization to purchase an additional 717,300 shares.

**(E) CASH FLOW INFORMATION - SUPPLEMENTAL**

Cash payments made for interest were $12.4 million and $6.3 million for six month periods ended September 30, 2008 and 2007, respectively. Net payments made for federal and state income taxes during the six month periods ended September 30, 2008 and 2007, were $13.1 and $35.7 million, respectively.

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### (F) COMPREHENSIVE INCOME

Comprehensive income for the three and six month periods ended September 30, 2008 and 2007 was identical to net income for the same periods.

As of September 30, 2008, we had an accumulated other comprehensive loss of $1.4 million, in connection with recognizing the difference between the fair value of the pension assets and the projected benefit obligation.

### (G) INVENTORIES

Inventories are stated at the lower of average cost (including applicable material, labor, depreciation, and plant overhead) or market. Inventories consist of the following:

| | As of | |
|---|---|---|
| | September 30, 2008 | March 31, 2008 |
| | (dollars in thousands) | |
| Raw Materials and Material-in-Progress | $ 30,599 | $ 27,212 |
| Gypsum Wallboard | 7,999 | 6,823 |
| Finished Cement | 10,528 | 11,894 |
| Paperboard | 6,243 | 5,677 |
| Aggregates | 10,180 | 11,229 |
| Repair Parts and Supplies | 34,642 | 32,233 |
| Fuel and Coal | 2,982 | 3,649 |
| | $ 103,173 | $ 98,717 |

### (H) COMPUTATION OF EARNINGS PER SHARE

The calculation of basic and diluted common shares outstanding is as follows:

| | For the Three Months Ended September 30, | | For the Six Months Ended September 30, | |
|---|---|---|---|---|
| | 2008 | 2007 | 2008 | 2007 |
| Weighted-Average Shares of Common Stock Outstanding | 43,480,047 | 46,729,756 | 43,451,156 | 47,337,065 |
| Common Equivalent Shares: | | | | |
| Assumed Exercise of Outstanding Dilutive Options | 963,402 | 1,401,091 | 1,024,452 | 1,399,499 |
| Less Shares Repurchased from Assumed Proceeds of Assumed Exercised Options | (659,248) | (861,451) | (667,874) | (841,871) |
| Restricted Shares | 51,258 | 67,540 | 45,496 | 67,663 |
| Weighted-Average Common and Common Equivalent Shares Outstanding | 43,835,459 | 47,336,936 | 43,853,220 | 47,962,356 |
| Shares Excluded Due to Anti-dilution effects | 2,291,192 | 1,513,812 | 2,067,100 | 1,258,278 |

## (I) ACCRUED EXPENSES

Accrued expenses consist of the following:

| | As of September 30, 2008 | As of March 31, 2008 |
|---|---|---|
| | (dollars in thousands) | |
| Payroll and Incentive Compensation | $ 9,764 | $ 15,372 |
| Benefits | 12,772 | 10,979 |
| Interest | 10,391 | 10,391 |
| Insurance | 5,528 | 5,673 |
| Other | 13,822 | 13,900 |
| | $ 52,277 | $ 56,315 |

## (J) CREDIT FACILITIES

Long-term debt consists of the following:

| | As of September 30, 2008 | As of March 31, 2008 |
|---|---|---|
| | (dollars in thousands) | |
| Bank Credit Facility | $ — | $ — |
| Senior Notes | 400,000 | 400,000 |
| | $ 400,000 | $ 400,000 |

*Bank Credit Facility -*

We entered into a $350.0 million credit facility on December 16, 2004. On June 30, 2006, we amended the Bank Credit Facility (the "Bank Credit Facility") to extend the expiration date from December 2009 to June 2011, and to reduce the borrowing rates and commitment fees. Borrowings under the Bank Credit Facility are guaranteed by all major operating subsidiaries of the Company. Outstanding principal amounts on the Bank Credit Facility bear interest at a variable rate equal to LIBOR plus an agreed margin (ranging from 55 to 150 basis points), which is to be established quarterly based upon the Company's ratio of consolidated EBITDA, (defined as earnings before interest, taxes, depreciation and amortization) to its consolidated gross indebtedness. Interest payments are payable monthly or at the end of the LIBOR advance periods, which can be up to a period of six months at the option of the Company.

The Bank Credit Facility has a $25 million letter of credit facility. Under the letter of credit facility, the Company pays a fee at a per annum rate equal to the applicable margin for Eurodollar loans in effect from time to time plus a one-time letter of credit fee in an amount equal to 0.125% of the initial stated amount. At September 30, 2008, we had $7.0 million of letters of credit outstanding.

At September 30, 2008, the Company had $343.0 million of borrowings available under the Bank Credit Facility. Under the Bank Credit Facility, we are required to adhere to certain financial and other covenants, including covenants relating to the Company's interest coverage ratio and consolidated funded indebtedness ratio.

*Senior Notes -*

We entered into a Note Purchase Agreement on November 15, 2005 (the "2005 Note Purchase Agreement") related to our sale of $200 million of senior, unsecured notes, designated as Series 2005A Senior Notes (the "Series 2005A Senior Notes") in a private placement transaction. The Series 2005A Senior Notes, which are guaranteed by substantially all of our subsidiaries, were sold at par and issued in three tranches on November 15, 2005, as follows:

| | Principal | Maturity Date | Interest Rate |
|---|---|---|---|
| Tranche A | $40 million | November 15, 2012 | 5.25% |
| Tranche B | $80 million | November 15, 2015 | 5.38% |
| Tranche C | $80 million | November 15, 2017 | 5.48% |

Interest for each tranche of Notes is payable semi-annually on May 15th and November 15th of each year until all principal is paid for the respective tranche.

We entered into an additional Note Purchase Agreement on October 2, 2007 (the "2007 Note Purchase Agreement") related to our sale of $200 million of senior, unsecured notes, designated as Series 2007A Senior Notes (the "Series 2007A Senior Notes") in a private placement transaction. The Series 2007A Senior Notes, which are guaranteed by substantially all of our subsidiaries, were sold at par and issued in four tranches on October 2, 2007, as follows:

| | Principal | Maturity Date | Interest Rate |
|---|---|---|---|
| Tranche A | $20 million | October 2, 2014 | 6.08% |
| Tranche B | $50 million | October 2, 2016 | 6.27% |
| Tranche C | $70 million | October 2, 2017 | 6.36% |
| Tranche D | $60 million | October 2, 2019 | 6.48% |

Interest for each tranche of Notes is payable semi-annually on April 2nd and October 2nd of each year until all principal is paid for the respective tranche.

Our obligations under the 2005 Note Purchase Agreement and the 2007 Note Purchase Agreement (collectively referred to as the "Note Purchase Agreements") and the Series 2005A Senior Notes and the Series 2007A Senior Notes (collectively referred to as "the Senior Notes") are equal in right of payment with all other senior, unsecured debt of the Company, including our debt under the Bank Credit Facility. The Note Purchase Agreements contain customary restrictive covenants, including covenants that place limits on our ability to encumber our assets, to incur additional debt, to sell assets, or to merge or consolidate with third parties, as well as certain cross covenants with the Bank Credit Facility. We were in compliance with all financial ratios and covenants at September 30, 2008.

Pursuant to a Subsidiary Guaranty Agreement, substantially all of our subsidiaries have guaranteed the punctual payment of all principal, interest, and Make-Whole Amounts (as defined in the Note Purchase Agreements) on the Senior Notes and the other payment and performance obligations of the Company contained in the Senior Notes and in the Note Purchase Agreements. We are permitted, at our option and without penalty, to prepay from time to time at least 10% of the original aggregate principal amount of the Senior Notes at 100% of the principal amount to be prepaid, together with interest accrued on such amount to be prepaid to the date of payment, plus a Make-Whole Amount. The Make-Whole Amount is computed by discounting the remaining scheduled payments of interest and principal of the Senior Notes being prepaid at a discount rate equal to the sum of 50 basis points and the yield to maturity of U.S. treasury securities having a maturity equal to the remaining average life of the Senior Notes being prepaid.

**(K) SEGMENT INFORMATION**

Operating segments are defined as components of an enterprise that engage in business activities that earn revenues, incur expenses and prepare separate financial information that is evaluated regularly by our chief operating decision maker in order to allocate resources and assess performance.

We operate in four business segments: Gypsum Wallboard, Cement, Recycled Paperboard, and Concrete and Aggregates, with Gypsum Wallboard and Cement being our principal lines of business. These operations are conducted in the United States and include the mining of gypsum and the manufacture and sale of gypsum wallboard, mining of limestone and the manufacture, production, distribution and sale of portland cement (a basic construction material which is the essential binding ingredient in concrete), the manufacture and sale of recycled paperboard to the gypsum wallboard industry and other paperboard converters and the sale of readymix concrete and the mining and sale of aggregates (crushed stone, sand and gravel). These products are used primarily in commercial and residential construction, public construction projects and projects to build, expand and repair roads and highways.

We operate five gypsum wallboard plants, four gypsum wallboard reload centers, a gypsum wallboard distribution center, four cement plants, eleven cement distribution terminals, a recycled paperboard mill, nine readymix concrete batch plant locations and two aggregates processing plant locations. The principal markets for our cement products are Texas, northern Illinois (including Chicago), the Rocky Mountains, northern Nevada, and northern California. Gypsum wallboard and recycled paperboard are distributed throughout the continental United States. Concrete and aggregates are sold to local readymix producers and paving contractors in the Austin, Texas area and northern California.

We conduct one of our four cement plant operations, Texas Lehigh Cement Company LP in Buda, Texas, through a Joint Venture. For segment reporting purposes only, we proportionately consolidate our 50% share of the Joint Venture's revenues and operating earnings, which is consistent with the way management organizes the segments within the Company for making operating decisions and assessing performance.

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We account for intersegment sales at market prices. The following table sets forth certain financial information relating to our operations by segment:

| | For the Three Months Ended September 30, 2008 | For the Three Months Ended September 30, 2007 | For the Six Months Ended September 30, 2008 | For the Six Months Ended September 30, 2007 |
|---|---|---|---|---|
| | (dollars in thousands) | | (dollars in thousands) | |
| Revenues - | | | | |
| Gypsum Wallboard | $ 74,583 | $ 88,563 | $155,981 | $193,390 |
| Cement | 85,741 | 101,140 | 172,050 | 198,231 |
| Paperboard | 34,800 | 35,124 | 68,600 | 69,909 |
| Concrete and Aggregates | 21,341 | 24,845 | 40,277 | 48,966 |
| Other, net | 3,339 | 616 | 3,739 | 1,138 |
| Sub-total | 219,804 | 250,288 | 440,647 | 511,634 |
| Less: Intersegment Revenues | (16,381) | (16,370) | (32,792) | (32,906) |
| Less: Joint Venture | (24,489) | (23,455) | (52,118) | (47,028) |
| Net Revenues | $178,934 | $210,463 | $355,737 | $431,700 |

| | For the Three Months Ended September 30, 2008 | For the Three Months Ended September 30, 2007 | For the Six Months Ended September 30, 2008 | For the Six Months Ended September 30, 2007 |
|---|---|---|---|---|
| | (dollars in thousands) | | (dollars in thousands) | |
| Intersegment Revenues - | | | | |
| Cement | $ 1,935 | $ 2,763 | $ 3,851 | $ 4,831 |
| Paperboard | 14,175 | 13,256 | 28,445 | 27,395 |
| Concrete and Aggregates | 271 | 351 | 496 | 680 |
| | $16,381 | $ 16,370 | $32,792 | $32,906 |
| Cement Sales Volume (M Tons) - | | | | |
| Wholly –owned Operations | 584 | 753 | 1,140 | 1,458 |
| Joint Venture | 246 | 255 | 525 | 513 |
| | 830 | 1,008 | 1,665 | 1,971 |

| | For the Three Months Ended September 30, | | For the Six Months Ended September 30, | |
|---|---|---|---|---|
| | 2008 | 2007 | 2008 | 2007 |
| | (dollars in thousands) | | (dollars in thousands) | |
| Operating Earnings (Loss)- | | | | |
| Gypsum Wallboard | $ (1,340) | $ 15,246 | $ (6,728) | $ 42,420 |
| Cement | 27,083 | 36,333 | 49,723 | 63,927 |
| Paperboard | 4,844 | 3,721 | 8,057 | 8,039 |
| Concrete and Aggregates | 1,362 | 4,102 | 3,475 | 8,151 |
| Other, net | 3,339 | 616 | 3,739 | 1,138 |
| Sub-total | 35,288 | 60,018 | 58,266 | 123,675 |
| Corporate General and Administrative | (4,915) | (5,746) | (8,970) | (10,093) |
| Earnings Before Interest and Income Taxes | 30,373 | 54,272 | 49,296 | 113,582 |
| Interest Expense, net | (8,129) | (4,261) | (16,120) | (7,855) |
| Earnings Before Income Taxes | $22,244 | $ 50,011 | 33,176 | $ 105,727 |
| Cement Operating Earnings - | | | | |
| Wholly –owned Operations | $18,229 | $ 27,059 | $ 32,983 | $ 48,477 |
| Joint Venture | 8,854 | 9,274 | 16,740 | 15,450 |
| | $27,083 | $ 36,333 | $ 49,723 | $ 63,927 |
| Capital Expenditures (1) - | | | | |
| Gypsum Wallboard | $ 170 | $ 22,774 | $ 2,992 | $ 51,002 |
| Cement | 2,726 | 6,601 | 6,673 | 7,942 |
| Paperboard | 236 | 264 | 398 | 897 |
| Concrete and Aggregates | 258 | 1,203 | 965 | 2,126 |
| Other | 7 | 123 | 7 | 123 |
| | $ 3,397 | $ 30,965 | $ 11,035 | $ 62,090 |
| Depreciation, Depletion and Amortization (1) - | | | | |
| Gypsum Wallboard | $ 5,831 | $ 4,195 | $ 11,673 | $ 8,361 |
| Cement | 3,688 | 3,223 | 7,124 | 6,418 |
| Paperboard | 2,268 | 2,128 | 4,529 | 4,238 |
| Concrete and Aggregates | 1,054 | 993 | 2,014 | 1,994 |
| Other, net | 231 | 214 | 454 | 424 |
| | $13,072 | $ 10,753 | $ 25,794 | $ 21,435 |

| | As of | |
|---|---|---|
| | September 30, 2008 | March 31, 2008 |
| | (dollars in thousands) | |
| Identifiable Assets (1) - | | |
| Gypsum Wallboard | $ 504,378 | $ 516,706 |
| Cement | 333,143 | 320,869 |
| Paperboard | 166,228 | 174,071 |
| Concrete and Aggregates | 64,682 | 62,410 |
| Corporate and Other | 40,515 | 40,791 |
| | $ 1,108,946 | $1,114,847 |

(1) Basis conforms with equity method accounting.

Segment operating earnings, including the proportionately consolidated 50% interest in the revenues and expenses of the Joint Venture, represent revenues, less direct operating expenses, segment depreciation, and segment selling, general and administrative expenses. Corporate assets consist primarily of cash and cash equivalents, general office assets, miscellaneous other assets and unrecognized tax benefits. See Footnote (L) of the Unaudited Consolidated Financial Statements for additional information. The segment breakdown of goodwill is as follows:

| | As of September 30, 2008 | As of March 31, 2008 |
|---|---|---|
| | (dollars in thousands) | |
| Gypsum Wallboard | $ 116,618 | $ 116,618 |
| Cement | 8,359 | 8,359 |
| Paperboard | 7,538 | 7,538 |
| | $ 132,515 | $ 132,515 |

We perform our annual test of impairment on goodwill during the fourth quarter of our fiscal year. Due to the decline in operating earnings of the gypsum wallboard segment during the last year, and continuing into this year, we have performed an impairment test at September 30, 2008 for the gypsum wallboard assets and goodwill, noting that there was no impairment at this time. We will continue to test for any potential impairment on a quarterly basis throughout fiscal year 2009, or until conditions in the wallboard industry improve enough for us to determine that an impairment loss is not likely to occur.

Summarized financial information for the Joint Venture that is not consolidated is set out below (this summarized financial information includes the total amount for the Joint Venture and not our 50% interest in those amounts):

| | For the Three Months Ended September 30, | | For the Six Months Ended September 30, | |
|---|---|---|---|---|
| | 2008 | 2007 | 2008 | 2007 |
| | (dollars in thousands) | | (dollars in thousands) | |
| Revenues | $45,581 | $ 44,972 | $97,975 | $ 90,491 |
| Gross Margin | $19,033 | $ 19,803 | $36,211 | $ 33,356 |
| Earnings Before Income Taxes | $17,708 | $ 18,547 | $33,481 | $ 30,900 |

| | As of September 30, 2008 | As of March 31, 2008 |
|---|---|---|
| | (dollars in thousands) | |
| Current Assets | $ 49,505 | $ 47,632 |
| Non-Current Assets | $ 43,253 | $ 45,964 |
| Current Liabilities | $ 15,441 | $ 14,369 |

## (L) COMMITMENTS AND CONTINGENCIES

We have certain deductible limits under our workers' compensation and liability insurance policies for which reserves are established based on the undiscounted estimated costs of known and anticipated claims. We have entered into standby letter of credit agreements relating to workers' compensation and auto and general liability self-insurance. At September 30, 2008, we had contingent liabilities under these outstanding letters of credit of approximately $7.0 million.

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The following table compares insurance accruals and payments for our operations:

| | As of and For the Three Months Ended September 30, | | As of and For the Six Months Ended September 30, | |
|---|---|---|---|---|
| | 2008 | 2007 | 2008 | 2007 |
| | (dollars in thousands) | | (dollars in thousands) | |
| Accrual Balances at Beginning of Period | $ 5,236 | $ 5,760 | $ 5,673 | $ 5,582 |
| Insurance Expense Accrued | 1,045 | 759 | 1,728 | 1,772 |
| Payments | (753) | (592) | (1,873) | (1,427) |
| Accrual Balance at End of Period | $ 5,528 | $ 5,927 | $ 5,528 | $ 5,927 |

In the ordinary course of business, we execute contracts involving indemnifications standard in the industry and indemnifications specific to a transaction such as sale of a business. These indemnifications might include claims relating to any of the following: environmental and tax matters; intellectual property rights; governmental regulations and employment-related matters; customer, supplier, and other commercial contractual relationships; construction contracts and financial matters. While the maximum amount to which we may be exposed under such agreements cannot be estimated, it is the opinion of management that these indemnifications are not expected to have a material adverse effect on our consolidated financial position or results of operations. We currently have no outstanding guarantees.

The Internal Revenue Service (the "IRS") completed the examination of our federal income tax returns for the fiscal years ended March 31, 2001, 2002, and 2003. The IRS issued an Exam Report and Notice of Proposed Adjustment on November 9, 2007, in which it proposes to deny certain depreciation deductions claimed by us with respect to assets acquired by us from Republic Group LLC in November 2000 (the "Republic Assets").

If sustained, the adjustment proposed by the IRS would result in additional federal income taxes owed by us of approximately $27.6 million, plus penalties of $5.7 million and applicable interest. Moreover, for taxable years subsequent to fiscal 2003, we also claimed depreciation deductions with respect to the Republic Assets, as originally recorded. If challenged on the same basis as set forth in the Notice of Proposed Adjustment, additional federal income taxes of approximately $37.0 million, plus applicable interest and possible civil penalties of approximately $22.8, could be asserted by the IRS for those periods. Also, additional state income taxes, interest, and civil penalties of approximately $15.6 million would be owed by us for the fiscal years under exam and subsequent taxable years if the IRS' position is sustained. The IRS examination of federal income tax returns for fiscal years ended March 31, 2004, 2005 and 2006 is currently in process.

We paid the IRS a deposit of approximately $45.8 million during November 2007, which is comprised of $27.6 million in federal income taxes, $5.7 million for penalties and $12.5 million for interest, to avoid additional imposition of the large corporate tax underpayment interest rates. In the event we reach a settlement with the IRS through the appeals process or in the courts, we will reverse any accrued interest and penalties in excess of the settlement through the consolidated Statement of Earnings.

On December 7, 2007, we filed an administrative appeal of the IRS's proposed adjustments. We believe we have a substantive basis for our tax position and intend to vigorously pursue the appeal and, if necessary, resort to the courts for a final determination. Our appeal is currently scheduled to be heard by the end of the calendar year. We anticipate that, even if the process is further delayed, the appeal most likely will still be heard prior to the end of our fiscal year. At this time, we are unable to predict with certainty the ultimate outcome or how much of the amounts paid for tax, interest, and penalties to the IRS and state taxing authorities will be recovered, if any.

We are currently contingently liable for performance under $7.7 million in performance bonds required by certain states and municipalities, and their related agencies. The bonds are principally for certain reclamation obligations and mining permits. We have indemnified the underwriting insurance company against any exposure under the performance bonds. In our past experience, no material claims have been made against these financial instruments.

## (M) NET INTEREST EXPENSE

The following components are included in interest expense, net:

| | For the Three Months Ended September 30, | | For the Six Months Ended September 30, | |
|---|---|---|---|---|
| | 2008 | 2007 | 2008 | 2007 |
| | (dollars in thousands) | | (dollars in thousands) | |
| Interest (Income) | $ (52) | $ (115) | $ (78) | $ (189) |
| Interest Expense | 6,306 | 3,835 | 12,799 | 6,809 |
| Interest Expense – IRS | 1,750 | 2,023 | 3,149 | 3,866 |
| Other Expenses | 125 | 110 | 250 | 220 |
| Interest Capitalized | — | (1,592) | — | (2,851) |
| Interest Expense, net | $ 8,129 | $ 4,261 | $16,120 | $ 7,855 |

Interest income includes interest on investments of excess cash and interest on notes receivable. Components of interest expense include interest associated with the Senior Notes, the Bank Credit Facility and commitment fees based on the unused portion of the Bank Credit Facility. Interest expense – IRS includes interest accrued on our unrecognized tax benefits in accordance with FASB Interpretation Number 48, “Accounting for Uncertainty in Income Taxes”. Other expenses include amortization of debt issuance costs and bank credit facility costs. Interest capitalized during the three and six month periods ended September 30, 2007 related to the construction of a new wallboard facility by American Gypsum Company, which was completed in December 2007.

## (N) INCOME TAXES

Income taxes for the interim period presented have been included in the accompanying financial statements on the basis of an estimated annual effective tax rate. In addition to the amount of tax resulting from applying the estimated annual effective tax rate to pre-tax income, we will, when appropriate, include certain items treated as discrete events to arrive at an estimated overall tax amount. The effective tax rate for the three month period ended September 30, 2008 was 29.7%. The effective tax rate for the six month period ended September 30, 2008 was 29.3%, which is also the estimated overall tax rate for the full fiscal year 2009.

## Item 2. Management's Discussion and Analysis of Results of Operations and Financial Condition

### EXECUTIVE SUMMARY

Eagle Materials Inc. is a diversified producer of basic building products used in residential, industrial, commercial and infrastructure construction. Information presented for the three month periods ended September 30, 2008 and 2007, respectively, reflects the Company's four business segments, consisting of Gypsum Wallboard, Cement, Recycled Paperboard and Concrete and Aggregates. Certain information for each of Concrete and Aggregates is broken out separately in the segment discussions.

We operate in cyclical commodity businesses that are directly related to the overall construction environment. Our operations, depending on each business segment, range from local in nature to national businesses. We have operations in a variety of geographic markets, which subject us to the economic conditions in each such geographic market as well as the national market. General economic downturns or localized downturns in the regions where we have operations could have a material adverse effect on our business, financial condition and results of operations. Our Wallboard and Paperboard operations are more national in scope and shipments are made throughout the continental U.S. Our cement companies are located in geographic areas west of the Mississippi river and the Chicago, Illinois metropolitan area. Due to the low value-to-weight ratio of cement, cement is usually shipped within a 150 mile radius of the plants by truck and up to 400 miles by rail. Concrete and aggregates are even more regional as those operations serve the areas immediately surrounding Austin, Texas and north of Sacramento, California. Cement, concrete and aggregates demand may fluctuate more widely because local and regional markets and economies may be more sensitive to changes than the national markets. The cost of fuel and power used in our manufacturing facilities is anticipated to trend upwards in the future.

We conduct one of our cement operations through a joint venture, Texas Lehigh Cement Company LP, which is located in Buda, Texas (the "Joint Venture"). We own a 50% interest in the joint venture and account for our interest under the equity method of accounting. We proportionately consolidate our 50% share of the Joint Venture's revenues and operating earnings in the presentation of our cement segment, which is the way management organizes the segments within the Company for making operating decisions and assessing performance.

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## RESULTS OF OPERATIONS

### Consolidated Results

The following tables report by line of business the revenues and operating earnings discussed in our operating segments:

| | For the Three Months Ended September 30, 2008 | For the Three Months Ended September 30, 2007 | For the Six Months Ended September 30, 2008 | For the Six Months Ended September 30, 2007 |
|---|---|---|---|---|
| | (dollars in thousands) | | (dollars in thousands) | |
| **REVENUES** | | | | |
| Gypsum Wallboard | $ 74,583 | $ 88,563 | $155,981 | $193,390 |
| Cement [(1)] | 85,741 | 101,140 | 172,050 | 198,231 |
| Paperboard | 34,800 | 35,124 | 68,600 | 69,909 |
| Concrete and Aggregates | 21,341 | 24,845 | 40,277 | 48,966 |
| Other, net | 3,339 | 616 | 3,739 | 1,138 |
| Sub-total | 219,804 | 250,288 | 440,647 | 511,634 |
| Less: Intersegment Revenues | (16,381) | (16,370) | (32,792) | (32,906) |
| Less Joint Venture Revenues | (24,489) | (23,455) | (52,118) | (47,028) |
| Total | $178,934 | $210,463 | $355,737 | $431,700 |

| | For the Three Months Ended September 30, 2008 | For the Three Months Ended September 30, 2007 | For the Six Months Ended September 30, 2008 | For the Six Months Ended September 30, 2007 |
|---|---|---|---|---|
| | (dollars in thousands) | | (dollars in thousands) | |
| **OPERATING EARNINGS [(2)]** | | | | |
| Gypsum Wallboard | $ (1,340) | $ 15,246 | $ (6,728) | $ 42,420 |
| Cement [(1)] | 27,083 | 36,333 | 49,723 | 63,927 |
| Paperboard | 4,844 | 3,721 | 8,057 | 8,039 |
| Concrete and Aggregates | 1,362 | 4,102 | 3,475 | 8,151 |
| Other, net | 3,339 | 616 | 3,739 | 1,138 |
| Total | $ 35,288 | $ 60,018 | 58,266 | $123,675 |

(1) Total of wholly-owned subsidiaries and proportionately consolidated 50% interest in the Joint Venture's results.
(2) Prior to Corporate General and Administrative expenses.

*Operating Earnings.*

Consolidated operating earnings decreased 41% and 53% during the three and six month periods ended September 30, 2008, respectively, as compared to similar periods ended September 30, 2007. While operating earnings decreased for all of our segments except paperboard, the majority of the decrease was in the gypsum wallboard segment, which declined by approximately $16.6 million, or 109%, in the second quarter of fiscal 2009 as compared to fiscal 2008, and by $49.1 million, or 116% for the six month period ended September 30, 2008 as compared to the six month period ended September 30, 2007. The decrease in the Gypsum Wallboard division was due primarily to lower average net sales prices and increased manufacturing costs, primarily due to higher average natural gas rates and freight costs related to increases in diesel fuel costs. Cement operating earnings declined by 25% and 22% during the three and six month periods ended September 30, 2008, respectively, as compared to the same period in fiscal 2007, primarily due to reduced sales volumes, particularly in the Illinois and Nevada markets.

*Other Income.*

Other income consists of a variety of items that are non-segment operating in nature and includes non-inventoried aggregates income, gypsum wallboard distribution center income, asset sales and other miscellaneous income and cost items. Included in other income for the three month period ended September 30, 2008 is approximately $2.6 million relating to a gain on the sale of railcars by our gypsum wallboard division.

*Corporate Overhead.*

Corporate general and administrative expenses decreased 15% and 11% for the three and six months periods ended September 30, 2008, respectively, as compared to the similar periods in 2007, due primarily to decreased incentive compensation costs.

*Net Interest Expense.*

Net interest expense increased $3.9 million and $8.3 million for the three and six month periods ended September 30, 2008, respectively, as compared to the similar periods in 2007. The increase in expense is related primarily to the increased borrowings in connection with the $200 million private placement, which closed in October 2007 and, to a lesser extent, the accrual of interest expense on our unrecognized tax benefits that are in dispute pending our tax audit. Additionally, interest expense in fiscal 2008 was positively impacted by the capitalization of interest related to the construction of our gypsum wallboard plant in Georgetown, S.C. This plant was completed in December 2007, at which time we ceased capitalizing interest.

*Income Taxes.*

As of September 30, 2008, the effective tax rate for fiscal 2009 was 29%, as compared to 32% for fiscal 2008. The expected tax rate the full fiscal year 2009 is estimated to be 29%, as compared to 32% for fiscal 2008.

*Net Income.*

Pre-tax earnings of $22.2 million and $33.2 million for the three and six month periods ended September 30, 2008 respectively, were 56% and 69% lower, than last year’s pre-tax earnings of $50.0 million and $105.7 million. Net earnings of $15.6 million decreased 55% from net earnings of $34.5 million for last year’s same quarter. Diluted earnings per share of $0.36 were 51% lower than the $0.73 for last year’s same quarter. Year-to-date net earnings and diluted earnings per share of $23.5 million and $0.54, respectively, were down 68% and 64%, respectively, from last year’s year to date amounts.

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**GYPSUM WALLBOARD OPERATIONS**

| | For the Three Months Ended September 30, 2008 | 2007 | Percentage Change | For the Six Months Ended September 30, 2008 | 2007 | Percentage Change |
|---|---|---|---|---|---|---|
| | (dollars in thousands) | | | (dollars in thousands) | | |
| Gross Revenues, as reported | $ 74,583 | $ 88,563 | (16)% | $ 155,981 | $ 193,390 | (19)% |
| Freight and Delivery Costs billed to customers | (19,933) | (21,126) | (6)% | (43,636) | (43,676) | — |
| Net Revenues | $ 54,650 | $ 67,437 | (19)% | $ 112,345 | $ 149,714 | (25)% |
| Sales Volume (MMSF) | 556 | 612 | (9)% | 1,202 | 1,254 | (4)% |
| Average Net Sales Price [1] | $ 98.37 | $ 110.22 | (11)% | $ 93.48 | $ 119.43 | (22)% |
| Freight (MSF) | $ 35.88 | $ 34.52 | 4% | $ 36.30 | $ 34.83 | 4% |
| Operating Margin (MSF) | $ (2.41) | $ 24.91 | (110)% | $ (5.60) | $ 33.83 | 117% |
| Operating Earnings (Loss) | $ (1,340) | $ 15,246 | (109)% | $ (6,728) | $ 42,420 | (116)% |

(1) Net of freight per MSF.

*Revenues.*

Revenues declined 16% and 19% for the three and six month periods ended September 30, 2008, respectively, as compared to the three and six month periods ended September 30, 2007, primarily due to the reduction in average sales price of 11% and 22%, respectively, during fiscal 2008. Revenue was also adversely impacted by declines of 9% and 4% in sales volumes during the three and six month periods in fiscal 2009, respectively, as compared to fiscal 2008. The decline in sales volume was partially offset by the startup of our Georgetown, South Carolina production facility in December 2007. The contraction of the residential housing market, which typically comprises 50% of the demand for gypsum wallboard, has resulted in decreased opportunities and downward pressure on pricing.

*Operating Margins.*

The decline in operating margins for the both the three and six month periods ended September 30, 2008 is due primarily to the reductions in average net sales price as compared to similar periods in 2007, coupled with declining sales volumes during both periods. Also, increased freight, depreciation and manufacturing costs, namely paper and natural gas, contributed to the negative operating earnings for the three and six month periods ended September 30, 2008.

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**CEMENT OPERATIONS [1]**

| | For the Three Months Ended September 30, 2008 | 2007 | Percentage Change | For the Six Months Ended September 30, 2008 | 2007 | Percentage Change |
|---|---|---|---|---|---|---|
| | (dollars in thousands) | | | (dollars in thousands) | | |
| Gross Revenues, including Intersegment and joint venture | $ 85,741 | $ 101,140 | (15)% | $ 172,049 | $ 198,231 | (13)% |
| Freight and Delivery Costs billed to customers | (5,222) | (4,684) | 11% | (10,064) | (9,059) | 11% |
| Net Revenues | $ 80,519 | $ 96,456 | (17)% | $ 161,985 | $ 189,172 | (14)% |
| Sales Volume (M Tons) | 830 | 1,008 | (18)% | 1,665 | 1,971 | (16)% |
| Average Net Sales Price | $ 97.12 | $ 95.68 | 2% | $ 97.32 | $ 95.97 | 1% |
| Operating Margin | $ 32.62 | $ 36.04 | (9)% | $ 29.89 | $ 32.43 | (8)% |
| Operating Earnings | $ 27,083 | $ 36,333 | (25)% | $ 49,723 | $ 63,927 | (22)% |

(1) Total of wholly-owned subsidiaries and proportionately consolidated 50% interest of the Joint Venture's results.

*Revenues.*

The decrease in revenues is due primarily to decreased sales volume, offset slightly by an increase in the average sales price for the three and six month periods ended September 30, 2008, as compared to September 30, 2007. Purchased cement sales volumes totaled 134,000 tons and 301,000 tons sold for the three and six month periods ended September 30, 2008, respectively, which is a decline of 18% and 16% from purchased cement sales volumes for the three and six month periods ended September 30, 2007, respectively. The decrease in sales volume is primarily related to our Illinois and Nevada markets. The Illinois market has been impacted by poor weather and general economic slowdown, while the northern Nevada market has been impacted by the residential slowdown as well as the stagnant economic environment in northern California.

*Operating Margins.*

Operating margins declined during the three and six month periods ended September 30, 2008 as compared to 2007 primarily due to lower sales volumes, coupled with increased manufacturing costs. The increase in manufacturing costs during the fiscal second quarter ended September 30, 2008 as compared to 2007 was primarily due to increased in fuel and power costs, as well as increased purchase cement costs. Manufacturing costs increased during the six month period ended September 30, 2008 as compared to 2007 primarily due to increased fuel, parts, supply and services expenses, plus increases in purchased cement cost.

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**RECYCLED PAPERBOARD OPERATIONS**

| | For the Three Months Ended September 30, 2008 | 2007 | Percentage Change | For the Six Months Ended September 30, 2008 | 2007 | Percentage Change |
|---|---|---|---|---|---|---|
| | (dollars in thousands) | | | (dollars in thousands) | | |
| Gross Revenues, including intersegment | $ 34,800 | $ 35,124 | (1)% | $ 68,601 | $ 69,909 | (2)% |
| Freight and Delivery Costs billed to customers | (839) | (553) | 52% | (1,403) | (1,254) | 12% |
| Net Revenues | $ 33,961 | $ 34,571 | (2)% | $ 67,198 | $ 68,655 | (2)% |
| Sales Volume (M Tons) | 67 | 72 | (7)% | 134 | 143 | (6)% |
| Average Net Sales Price | $ 505.83 | $ 476.26 | 6% | $ 502.22 | $ 478.75 | 5% |
| Operating Margin | $ 72.30 | $ 51.68 | 40% | $ 60.13 | $ 56.22 | 7% |
| Operating Earnings | $ 4,844 | $ 3,721 | 30% | $ 8,057 | $ 8,039 | — |

*Revenues.*

Revenues decreased 2% during both the three and six month periods ended September 30, 2008 as compared to the similar periods in the prior year primarily due decreased sales volumes, offset slightly by increased average net sales prices. During the three and six month periods ended September 30, 2008, sales of gypsum paper comprised 64% and 65%, respectively, of total paper sales, compared to 73% and 76% of total paper sales for the three and six month periods ended September 30, 2007, respectively. Despite the decline in wallboard consumption, paperboard sales to our gypsum wallboard division were relatively flat during the three and six month periods ended September 30, 2008 as compared to similar periods in 2007, primarily due to the addition of our gypsum wallboard plant in Georgetown, South Carolina, which began production in December 2007.

*Operating Margins.*

Our operating margin increased 40% during the three month period ended September 30, 2008 as compared to 2007 primarily due to an increase in the average sales price, as well as decreased fiber and maintenance costs and lower selling, general and administrative costs. The decrease in fiber costs is primarily due to a change in product mix as well as decreases in fiber pricing. Operating margins increased during the six month period ended September 30, 2008 primarily due to increased average sales prices, offset slightly by lower average sales volume and increased production costs, namely electricity and natural gas, as compared to the six month periods ended September 30, 2007.

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**CONCRETE AND AGGREGATES OPERATIONS**

| | For the Three Months Ended September 30, 2008 | 2007 | Percentage Change | For the Six Months Ended September 30, 2008 | 2007 | Percentage Change |
|---|---|---|---|---|---|---|
| | (dollars in thousands) | | | (dollars in thousands) | | |
| Gross Revenues, including intersegment | $ 21,342 | $ 24,845 | (14)% | $ 40,277 | $ 48,966 | (18)% |
| Sales Volume - | | | | | | |
| M Cubic Yards of Concrete | 180 | 220 | (18)% | 357 | 430 | (17)% |
| M Tons of Aggregates | 1,302 | 1,178 | 11% | 2,100 | 2,341 | (10)% |
| Average Sales Price - | | | | | | |
| Concrete – Per Cubic Yard | $ 73.24 | $ 75.44 | (3)% | $ 73.76 | $ 75.32 | (2)% |
| Aggregates – Per Ton | $ 6.21 | $ 7.02 | (12)% | $ 6.61 | $ 7.08 | (7)% |
| Operating Earnings | $ 1,362 | $ 4,102 | (67)% | $ 3,475 | $ 8,151 | (57)% |

*Revenues.*

Revenues decreased during the six month period ended September 30, 2008 as compared to the similar period in 2007 primarily due to a reduction in sales volumes, coupled with lower average sales prices of both concrete and aggregates. Revenues decreased during the second quarter of fiscal 2009 as compared to fiscal 2008 primarily due to decreased sales volumes for concrete and decreased net sales prices for both concrete and aggregates.

*Operating Earnings.*

Operating earnings decreased during the three and six month periods ended September 30, 2008 as compared to the similar periods in 2007 primarily due to lower sales volumes for concrete and a change in sales mix of aggregates to lower margin road base, which comprised approximately 50% of total inventory sold in fiscal 2009 as compared to approximately 27% in fiscal 2008.

**GENERAL OUTLOOK**

The current downturn in residential construction continues to have an adverse impact on our expected fiscal 2009 operating results. The downturn in the residential housing market, despite variances from region to region, has negatively impacted the entire industry by reducing the demand for gypsum wallboard nationwide. Wallboard consumption for the first nine months of calendar 2008, as reported by the Gypsum Association, decreased 16% from the first nine months of calendar 2007, and we expect wallboard consumption to remain soft through March 31, 2009. This reduction, coupled with the addition of new wallboard capacity, has had the largest impact on the east coast, and resulted in decreased pricing throughout the first nine months of calendar 2008. The price increases implemented during the calendar third quarter are expected to partially offset the impact of lower sales volume during the rest of fiscal year 2009. Industry utilization was estimated to be approximately 65% during this period, and we estimate that average industry capacity utilization will be below 65% for the remainder of our fiscal year ending March 31, 2009.

Worldwide demand for cement continues to remain strong; however, U.S. demand for cement declined approximately 14% for the first eight months of calendar year 2008 as compared to calendar 2007. The U.S. cement industry continues to reduce imports of foreign cement while supplementing regional supply/demand imbalances with cement from other regional markets. Cement demand in most U.S. regions continues to be impacted by decreasing residential housing construction and the softening commercial construction market, which will hinder cement consumption during the remainder of fiscal year 2009. The underlying demand remains high in several of the markets served by our cement plants due to substantial infrastructure spending, along with the strong non-residential market; however, non-residential is expected to slow during calendar 2009 as many of the current projects are completed. We do not expect to receive price increases for the remainder of calendar 2008.

Low wallboard demand caused by the reduction in residential construction is expected to continue to adversely impact our recycled paperboard operations throughout fiscal 2009. Sales of gypsum paper comprised approximately 65% of total paper sales for the first six months of fiscal 2009 as compared to approximately 75% during the same period in 2008; however, the addition of our Georgetown, South Carolina wallboard plant has kept paperboard sales to our gypsum wallboard division steady at approximately 35% of total tons sold. The lower external sales volume of gypsum paper is expected to continue during fiscal 2009, but we have developed opportunities for sales in new markets and we continue to supply product to the high performance containerboard market. These supplemental product lines will reduce the impact of the eroding housing market while providing a positive contribution to the recycled paperboard operation. We continue to closely monitor the price and consumption of fiber, electricity and natural gas as these costs comprise a significant portion of our total production costs.

We expect aggregate and concrete sales volumes to be depressed throughout the remainder of calendar year 2008 in both of our markets as both residential and infrastructure spending remain soft.

## CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of financial statements in accordance with accounting principles generally accepted in the United States requires management to adopt accounting policies and make significant judgments and estimates to develop amounts reflected and disclosed in the financial statements. In many cases, there are alternative policies or estimation techniques that could be used. We maintain a thorough process to review the application of our accounting policies and to evaluate the appropriateness of the many estimates that are required to prepare our financial statements. However, even under optimal circumstances, estimates routinely require adjustment based on changing circumstances and the receipt of new or better information.

Information regarding our “Critical Accounting Policies and Estimates” can be found in our Annual Report. The four critical accounting policies that we believe either require the use of the most judgment, or the selection or application of alternative accounting policies, and are material to our financial statements, are those relating to long-lived assets, goodwill, environmental liabilities and accounts receivable. Management has discussed the development and selection of these critical accounting policies and estimates with the Audit Committee of our Board of Directors and with our independent registered public accounting firm. In addition, Note (A) to the financial statements in our Annual Report contains a summary of our significant accounting policies.

### Recent Accounting Pronouncements

In February 2007, the FASB issued SFAS No. 159, “The Fair Value Option for Financial Assets and Financial Liabilities” (“SFAS 159”). SFAS 159 permits entities to choose to measure certain financial instruments and other eligible items at fair value when the items are not otherwise currently required to be measured at fair value. Under SFAS 159, the decision to measure items at fair value is made at specified election dates on an irrevocable instrument-by-instrument basis. We adopted SFAS 159 on April 1, 2008 and decided not to elect the fair value option.

## LIQUIDITY AND CAPITAL RESOURCES

***Liquidity.***

The following table provides a summary of our cash flows:

| | For the Six Months Ended September 30, | |
|---|---|---|
| | 2008 | 2007 |
| | (dollars in thousands) | |
| Net Cash Provided by Operating Activities | $ 20,860 | $ 102,626 |
| Investing Activities: | | |
| Capital Expenditures | (11,035) | (62,090) |
| Proceeds from Sale of Property, Plant and Equipment | 3,996 | — |
| Net Cash Used in Investing Activities | (7,039) | (62,090) |
| Financing Activities: | | |
| Excess Tax Benefits from Share Based Payment Arrangements | 517 | 1,235 |
| Increase in Notes Payable | — | 120,000 |
| Purchase and Retirement of Common Stock | — | (142,074) |
| Dividends Paid | (17,378) | (17,987) |
| Proceeds from Stock Option Exercises | 1,098 | 2,040 |
| Net Cash Used in Financing Activities | (15,763) | (36,786) |
| Net (Decrease) Increase in Cash | $ (1,942) | $ 3,750 |

The $81.8 million decrease in cash flows from operating activities for the six month period ended September 30, 2008 as compared to 2007 was largely attributable to decreased earnings, increased accounts receivable and inventories and decreased accounts payable. The decrease in accounts payable is principally due to the accrual of approximately $11.4 million related to outstanding share repurchases at September 30, 2007.

Working capital at September 30, 2008 was $100.9 million, compared to $73.3 million at March 31, 2008, primarily due to increased accounts receivable and inventory, and decreased accounts payable and accrued expenses.

Total debt remained consistent at $400.0 million at September 30, 2008. Our debt-to-capitalization ratio and net-debt-to-capitalization ratio at September 30, 2008, was 49.1% and 48.0%, respectively, compared to 49.6% and 48.4%, respectively, at March 31, 2008.

The Internal Revenue Service (the "IRS") completed the examination of our federal income tax returns for the fiscal years ended March 31, 2001, 2002, and 2003. The IRS issued an Exam Report and Notice of Proposed Adjustment on November 9, 2007, in which it proposes to deny certain depreciation deductions claimed by us with respect to assets acquired by us from Republic Group LLC in November 2000 (the "Republic Assets"). In connection with the Notice of Proposed adjustment, the Company has paid a deposit, pending the outcome of our appeal, of approximately 45.8 million during November 2007, which is comprised of $27.6 million in federal income taxes, $5.7 million for penalties and $12.5 million for interest.

Additionally, the IRS has begun its examination of our tax returns for fiscal years ended March 31, 2004, 2005 and 2006. During these years under audit, we claimed depreciation deductions with respect to the Republic Assets as originally recorded. If challenged on the same basis as set forth in the Notice of Proposed Adjustment issued during the examination of the fiscal 2001, 2002 and 2003 tax years, additional federal taxes of approximately $37.0 million, plus applicable interest and penalties of approximately $22.8 million could be assessed by the IRS for fiscal years 2004 through 2007. Additionally, state income taxes, penalties and interest of approximately $15.6 million would be owed by us if the IRS's position is ultimately sustained. We are currently in the IRS administrative appeals process, the duration of which is uncertain. Based on the eventual outcome of the appeals process, we may make a further deposit in the amount noted during the course of the administrative appeal to minimize the impact of any future interest expense in the event the IRS position is ultimately sustained. See Footnote (L) of the Unaudited Consolidated Financial Statements for additional information.

Given the relative weakness in the gypsum wallboard earnings over the last year and during the first quarter of this year, we determined it was necessary to perform an impairment test on the assets and goodwill of the gypsum wallboard segment at September 30, 2008. That impairment test was similar to the annual impairment test we perform each year during the first quarter of each calendar year. We estimated the fair value of the gypsum wallboard reporting unit using the income method, which consisted of estimating future earnings and cash flows, and discounting these to a single present value, which was compared to the carrying value. Based upon the above analysis, we noted that there was no impairment at this time. We will continue to assess the potential impairment throughout fiscal year 2009, or until conditions in the wallboard industry improve enough for us to determine that impairment loss is not likely to occur.

Based on our financial condition and results of operations as of and for the three and six month periods ended September 30, 2008, along with the projected net earnings for the remainder of fiscal 2009, we believe that our internally generated cash flow, coupled with funds available under various credit facilities, will enable us to provide adequately for our current operations, declared dividends and capital expenditures through the end of fiscal 2009. We were in compliance at September 30, 2008 and during the three and six month periods ended September 30, 2008.

***Debt Financing Activities.***

*Bank Credit Facility -*

We entered into a $350.0 million credit facility on December 16, 2004. On June 30, 2006, we amended the Bank Credit Facility (the "Bank Credit Facility") to extend the expiration date from December 2009 to June 2011, and to reduce the borrowing rates and commitment fees. Borrowings under the Bank Credit Facility are guaranteed by all major operating subsidiaries of the Company. Outstanding principal amounts on the Bank Credit Facility bear interest at a variable rate equal to LIBOR plus an agreed margin (ranging from 55 to 150 basis points), which is to be established quarterly based upon the Company's ratio of consolidated EBITDA, (defined as earnings before interest, taxes, depreciation and amortization) to its consolidated gross indebtedness. Interest payments are payable monthly or at the end of the LIBOR advance periods, which can be up to a period of six months at the option of the Company.

At September 30, 2008, the Company had $343.0 million of borrowings available under the Bank Credit Facility. Under the Bank Credit Facility we are required to adhere to a number of financial and other covenants, including covenants relating to the Company's interest coverage ratio and consolidated funded indebtedness ratio.

*Senior Notes -*

We entered into a Note Purchase Agreement on November 15, 2005 (the "2005 Note Purchase Agreement") related to our sale of $200 million of senior, unsecured notes, designated as Series 2005A Senior Notes (the "Series 2005A Senior Notes") in a private placement transaction. The Series 2005A Senior Notes, which are guaranteed by substantially all of our subsidiaries, were sold at par and issued in three tranches on November 15, 2005, as follows:

| | Principal | Maturity Date | Interest Rate |
|---|---|---|---|
| Tranche A | $40 million | November 15, 2012 | 5.25% |
| Tranche B | $80 million | November 15, 2015 | 5.38% |
| Tranche C | $80 million | November 15, 2017 | 5.48% |

Interest for each tranche of Notes is payable semi-annually on the 15th day of May and the 15th day of November of each year until all principal is paid for the respective tranche.

We entered into an additional Note Purchase Agreement on October 2, 2007 (the "2007 Note Purchase Agreement") related to our sale of $200 million of senior, unsecured notes, designated as Series 2007A Senior Notes (the "Series 2007A Senior Notes") in a private placement transaction. The Series 2007A Senior Notes, which are guaranteed by substantially all of our subsidiaries, were sold at par and issued in four tranches on October 2, 2007, as follows:

| | Principal | Maturity Date | Interest Rate |
|---|---|---|---|
| Tranche A | $20 million | October 2, 2014 | 6.08% |
| Tranche B | $50 million | October 2, 2016 | 6.27% |
| Tranche C | $70 million | October 2, 2017 | 6.36% |
| Tranche D | $60 million | October 2, 2019 | 6.48% |

Interest for each tranche of Notes is payable semi-annually on the second day of April and the second day of October of each year until all principal is paid for the respective tranche.

Our obligations under the 2005 Note Purchase Agreement and the 2007 Note Purchase Agreement (collectively referred to as the "Note Purchase Agreements") and the Series 2005A Senior Notes and the Series 2007A Senior Notes (collectively referred to as "the Senior Notes") are equal in right of payment with all other senior, unsecured debt of the Company, including our debt under the Bank Credit Facility. The Note Purchase Agreements contain customary restrictive covenants, including covenants that place limits on our ability to encumber our assets, to incur additional debt, to sell assets, or to merge or consolidate with third parties, as well as certain cross covenants with the Bank Credit Facility. We were in compliance with all financial ratios and covenants at September 30, 2008.

Pursuant to a Subsidiary Guaranty Agreement, substantially all of our subsidiaries have guaranteed the punctual payment of all principal, interest, and Make-Whole Amounts (as defined in the Note Purchase Agreements) on the Senior Notes and the other payment and performance obligations of the Company contained in the Senior Notes and in the Note Purchase Agreements. We are permitted, at our option and without penalty, to prepay from time to time at least 10% of the original aggregate principal amount of the Senior Notes at 100% of the principal amount to be prepaid, together with interest accrued on such amount to be prepaid to the date of payment, plus a Make-Whole Amount. The Make-Whole Amount is computed by discounting the remaining scheduled payments of interest and principal of the Senior Notes being prepaid at a discount rate equal to the sum of 50 basis points and the yield to maturity of U.S. treasury securities having a maturity equal to the remaining average life of the Senior Notes being prepaid.

We may, from time to time, purchase our outstanding debt for cash in open market purchases, privately negotiated transactions or pursuant to offers made to the holders of such debt. We will evaluate any such transaction in light of market conditions prevailing at the time, taking into account our liquidity, our future debt service requirements and our requirement for future access to capital. The amounts involved in any such transactions, individually or in the aggregate, may be material.

Other than the Bank Credit Facility and the Senior Notes, the Company has no other source of committed external financing in place. If the Bank Credit Facility were terminated, no assurance can be given as to the Company’s ability to secure a new source of financing. Consequently, if an alternative source of financing cannot be secured, the termination would have a material adverse impact on the Company. None of the Company’s debt is rated by the rating agencies.

The Company does not have any off balance sheet debt except for operating leases. The Company does not have any transactions, arrangements or relationships with “special purpose” entities. Also, the Company has no outstanding debt guarantees. The Company has available under the Bank Credit Facility a $25.0 million Letter of Credit Facility. At September 30, 2008, the Company had $7.0 million of letters of credit outstanding that renew annually. We are contingently liable for performance under $7.7 million in performance bonds relating primarily to our mining operations.

***Cash used for Share Repurchases.***

The Company did not repurchase any of its shares during the three month period ended September 30, 2008. As of September 30, 2008, we had a remaining authorization to purchase 717,300 shares. Share repurchases may be made from time-to-time in the open market or in privately negotiated transactions. The timing and amount of any repurchases of shares will be determined by the Company’s management, based on its evaluation of market and economic conditions and other factors.

***Capital Expenditures.***

The following table compares capital expenditures:

| | For the Six Months Ended September 30, | |
|---|---|---|
| | 2008 | 2007 |
| | (dollars in thousands) | |
| Land and Quarries | $ 296 | $ 156 |
| Plants | 8,898 | 58,764 |
| Buildings, Machinery and Equipment | 1,841 | 3,170 |
| Total Capital Expenditures | $11,035 | $62,090 |

For fiscal 2009, we expect capital expenditures of approximately $15.0 to $20.0 million. Historically, we have financed such expenditures with cash from operations and borrowings under our revolving credit facility.

***Dividends.***

Dividends paid in the six month periods ended September 30, 2008 and 2007 were $17.4 million and $18.0 million, respectively. Each quarterly dividend payment is subject to review and approval by our Board of Directors, who will continue to evaluate our dividend payment amount on a quarterly basis.

## Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks related to fluctuations in interest rates in connection with our amended Bank Credit Facility. From time-to-time we have utilized derivative instruments, including interest rate swaps, in conjunction with our overall strategy to manage the debt outstanding that is subject to changes in interest rates. At September 30, 2008, there were no outstanding borrowings under the amended Bank Credit Facility. There were no derivative financial instruments in place during the three month period ended September 30, 2008.

The Company is subject to commodity risk with respect to price changes principally in coal, coke, natural gas and power. We attempt to limit our exposure to change in commodity prices by periodically entering into contracts or increasing use of alternative fuels.

## Item 4. Controls and Procedures

An evaluation has been performed under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of September 30, 2008. Based on that evaluation, the Company's management, including its Chief Executive Officer and Chief Financial Officer, concluded that the Company's disclosure controls and procedures were effective as of September 30, 2008, to provide reasonable assurance that the information required to be disclosed in the Company's reports filed or submitted under the Securities Exchange Act of 1934 is processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission. There have been no changes in the Company's internal controls over financial reporting during the Company's last fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal controls over financial reporting.

## Part II. Other Information

### Item 1a. Risk Factors

Certain sections of this report, including Management's Discussion and Analysis of Results of Operations and Financial Condition contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Litigation Reform Act of 1995. Forward-looking statements may be identified by the context of the statement and generally arise when the Company is discussing its beliefs, estimates or expectations. These statements involve known and unknown risks and uncertainties that may cause the Company's actual results to be materially different from planned or expected results. Those risks and uncertainties include, but are not limited to:

***We are affected by the level of demand in the construction industry, which is currently experiencing a significant downturn.***

Demand for our products is directly related to the level of activity in the construction industry, which includes residential, commercial and infrastructure construction. In particular, the downturn in residential construction has impacted, and will likely continue to adversely impact, our wallboard business. This downturn became more pronounced in mid-2007, as a result of, among other things, a decrease in liquidity and a tightening of loan standards in the residential mortgage financing markets. In 2008, similar trends have emerged in commercial construction. Furthermore, activity in the infrastructure construction business is directly related to the amount of government funding available for such projects. Any decrease in the amount of government funds available for such projects or any decrease in construction activity in general (including a continued decrease in residential construction or a weakening of commercial production) could have a material adverse effect on our business, financial condition and results of operations.

***Increases in interest rates could adversely affect demand for our products, which would have an adverse effect on our results of operations.***

Our business is significantly affected by the movement of interest rates. Interest rates have a direct impact on the level of residential, commercial and infrastructure construction activity. Higher interest rates could result in decreased demand for our products, which would have a material adverse effect on our business and results of operations. In addition, increases in interest rates could result in higher interest expense related to borrowings under our credit facilities.

***Our customers participate in cyclical industries, which are subject to industry downturns.***

A majority of our revenues are from customers who are in industries and businesses that are cyclical in nature and subject to changes in general economic conditions. In addition, since operations occur in a variety of geographic markets, our businesses are subject to the economic conditions in each such geographic market. General economic downturns or localized downturns in the regions where we have operations, including any downturns in the residential or commercial construction industries, have the potential of adversely affecting demand for our products. Furthermore, additions to the production capacity of industry participants, particularly in the gypsum wallboard industry, have the potential of creating an imbalance between supply and demand, which could adversely affect the prices at which we sell our products and adversely affect the collectability of our receivable. In general, any further downturns in the industries to which we sell our products or any further increases in capacity in the gypsum wallboard, paperboard and cement industries could have a material adverse effect on our business, financial condition and results of operations.

***Volatility and disruption of financial markets could negatively impact our customers and therefore our results of operations.***

Volatility and disruption of financial markets could limit customers' ability to obtain adequate financing to maintain operations and result in a decrease in sales volume that could have a negative impact on our results of operations.

***Volatility and disruption of financial markets could affect access to credit.***

The current difficult economic market environment is causing contraction in the availability of credit in the marketplace. This could potentially reduce the sources of liquidity for the Company.

***Our operations and our customers are subject to extensive governmental regulation, which can be costly and burdensome.***

Our operations and our customers are subject to and affected by federal, state and local laws and regulations with respect to such matters as land usage, street and highway usage, noise level and health and safety and environmental matters. In many instances, various certificates, permits or licenses are required in order to conduct our business or for construction and related operations. Although we believe that we are in compliance in all material respects with regulatory requirements, there can be no assurance that we will not incur material costs or liabilities in connection with regulatory requirements or that demand for our products will not be adversely affected by regulatory issues affecting our customers. In addition, future developments, such as the discovery of new facts or conditions, stricter laws or regulations, or stricter interpretations of existing laws or regulations, may impose new liabilities on us, require additional investment by us or prevent us from opening or expanding plants or facilities, any of which could have a material adverse effect on our financial condition or results of operations.

***Our products are commodities, which are subject to significant changes in supply and demand and price fluctuations.***

The products sold by us are commodities and competition among manufacturers is based largely on price. Prices are often subject to material changes in response to relatively minor fluctuations in supply and demand, general economic conditions and other market conditions beyond our control. Increases in the industry's production capacity for products such as gypsum wallboard or cement may create an oversupply of such products and negatively impact product prices. There can be no assurance that prices for products sold by us will not decline in the future or that such declines will not have a material adverse effect on our business, financial condition and results of operations.

***Our business is seasonal in nature, and this causes our quarterly results to vary significantly.***

A majority of our business is seasonal with peak revenues and profits occurring primarily in the months of April through November when the weather in our markets is more favorable to construction activity. Quarterly results have varied significantly in the past and are likely to vary significantly from quarter to quarter in the future. Such variations could have a negative impact on the price of our common stock.

***We are subject to the risk of unfavorable weather conditions during peak construction periods and other unexpected operational difficulties.***

Because a majority of our business is seasonal, unfavorable weather conditions and other unexpected operational difficulties during peak periods could adversely affect operating income and cash flow and could have a disproportionate impact on our results of operations for the full year.

***Our results of operations are subject to significant changes in the cost and availability of fuel, energy and other raw materials.***

Major cost components in each of our businesses are the cost of fuel, energy and raw materials. Significant increases in the cost of fuel, energy or raw materials or substantial decreases in their availability could materially and adversely affect our sales and operating profits. Prices for fuel, energy or raw materials used in connection with our businesses could change significantly in a short period of time for reasons outside our control. Prices for fuel and electrical power, which are significant components of the costs associated with our gypsum wallboard and cement businesses, have fluctuated significantly in recent years and are expected to increase in the future. In the event of large or rapid increases in prices, we may not be able to pass the increases through to our customers in full, which would reduce our operating margin.

***Our debt agreements contain restrictive covenants and require us to meet certain financial ratios and tests, which limit our flexibility and could give rise to a default if we are unable to remain in compliance.***

Our amended and restated credit agreement and the note purchase agreements governing our senior notes contain, among other things, covenants that limit our ability to finance future operations or capital needs or to engage in other business activities, including our ability to:

- Incur additional indebtedness;
- Sell assets or make other fundamental changes;
- Engage in mergers and acquisitions;
- Pay dividends and make other restricted payments;
- Make investments, loans, advances or guarantees;
- Encumber the assets of the Company and its restricted subsidiaries;
- Enter into transactions with our affiliates.

In addition, these agreements require us to meet and maintain certain financial ratios and tests, which may require that we take action to reduce our debt or to act in a manner contrary to our business objectives. Events beyond our control, including changes in general business and economic conditions may impair our ability to comply with these covenants or meet those financial ratios and tests. A breach of any of these covenants or failure to maintain the required ratios and meet the required tests may result in an event of default under those agreements. This may allow the lenders under those agreements to declare all amounts outstanding thereunder to be immediately due and payable, terminate any commitments to extend further credit to us and pursue other remedies available to them under the applicable agreements. If this occurs, our indebtedness may be accelerated and we may not be able to refinance the accelerated indebtedness on favorable terms, or at all, or repay the accelerated indebtedness.

***Our production facilities may experience unexpected equipment failures, catastrophic events and scheduled maintenance.***

Interruptions in our production capabilities may cause our productivity and results of operations to decline significantly during the affected period. Our manufacturing processes are dependent upon critical pieces of equipment. Such equipment may, on occasion, be out of service as a result of unanticipated events such as fires, explosions, violent weather conditions or unexpected operational difficulties. We also have periodic scheduled shut-downs to perform maintenance on our facilities. Any significant interruption in production capability may require us to make significant capital expenditures to remedy problems or damage as well as cause us to lose revenue due to lost production time, which could have a material adverse effect on our results of operations and financial condition.

***We operate in a highly competitive market, and our failure to compete effectively could adversely affect our business, financial condition and results of operations.***

The construction products industry is highly competitive. If we are unable to keep our products competitively priced, our sales could be reduced materially. Also, we may experience increased competition from companies offering products based on new processes that are more efficient or result in improvements in product performance, which could put us at a disadvantage and cause us to lose customers and sales volume. Our failure to continue to compete effectively could have a material adverse effect on our business, financial condition and results of operations.

***Events that may disrupt the U.S. or world economy could adversely affect our business, financial condition and results of operations.***

Terrorist attacks, and the ensuing U.S. military and other responsive actions, could have a significant adverse effect on the general economic, market and political conditions, which in turn could have a material adverse effect on our business.

***We may become subject to significant clean-up, remediation and other liabilities under applicable environmental laws.***

Our operations are subject to state, federal and local environmental laws and regulations, which impose liability for cleanup or remediation of environmental pollution and hazardous waste arising from past acts; and require pollution control and prevention, site restoration and operating permits and/or approvals to conduct certain of our operations. Certain of our operations may from time-to-time involve the use of substances that are classified as toxic or hazardous substances within the meaning of these laws and regulations. Additionally, any future laws or regulations addressing greenhouse gas emissions would likely have a negative impact on our business or results of operations, either through the imposition of raw material or production limitations, fuel-use or carbon taxes or emission limitations or reductions—although we are unable to accurately estimate the impact on our business or results of operations of any such law or regulation at this time. Risk of environmental liability (including the incurrence of fines, penalties or other sanctions or litigation liability) is inherent in the operation of our businesses. As a result, it is possible that environmental liabilities and compliance with environmental regulations could have a material adverse effect on our operations in the future.

***The value of investments are influenced by economic and market conditions.***

The current economic environment could negatively impact the fair value of pension assets, which could increase future funding requirements of the pension trusts.

***Significant changes in the cost and availability of transportation could adversely affect our business, financial condition and results of operations.***

Some of the raw materials used in our manufacturing processes, such as coal or coke, are transported to our facilities by truck or rail. In addition, the transportation costs associated with the delivery of our wallboard products are a significant portion of the variable cost of our gypsum wallboard segment. Significant increases in the cost of fuel or energy can result in material increases in the cost of transportation which could materially and adversely affect our operating profits. In addition, reductions in the availability of certain modes of transportation such as rail or trucking could limit our ability to deliver product and therefore materially and adversely affect our operating profits.

In general, the Company is subject to the risks and uncertainties of the construction industry and of doing business in the U.S. The forward-looking statements are made as of the date of this report, and the Company undertakes no obligation to update them, whether as a result of new information, future events or otherwise.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

The disclosure required under this Item is included in Item 2. of this Quarterly Report on Form 10-Q under the heading “Cash Used for Share Repurchase” and is incorporated herein by reference

**Item 4. Submission of Materials to a Vote of Security Holders**

On August 6, 2008, the Company held its Annual Meeting of Stockholders. At the Annual Meeting, Laurence E. Hirsch, Michael R. Nicolais and Richard R. Stewart were elected to the Board of Directors by the holders of our Common Stock, par value $0.01 per share, to serve until the 2011 Annual Meeting of Stockholders. Also, at the Annual Meeting a proposal to ratify the appointment by our Board of Directors of Ernst & Young LLP as the Company’s independent auditors for the fiscal year ending March 31, 2009 was approved by the holders of our Common Stock. Voting results for the director nominees and the proposal are summarized as follows:

| | Number of Shares Common Stock | | |
|---|---|---|---|
| Director Nominee | For | Withhold Authority | Broker Non-Votes |
| Laurence E. Hirsch | 35,405,219 | 474,731 | — |
| Michael R. Nicolais | 35,213,638 | 666,312 | — |
| Richard R. Stewart | 35,349,542 | 530,408 | — |

| | Number of Shares of Common Stock | | | |
|---|---|---|---|---|
| Proposal | For | Against | Abstain | Broker Non-Votes |
| Ratification of Ernst & Young LLP as the Independent Auditors | 35,383,696 | 161,113 | 335,141 | — |

F. William Barnett, O.G. Dagnan and David W. Quinn continue as directors with a term expiring in 2009. Robert L. Clarke, Frank W. Maresh and Steven R. Rowley continue as directors with a term expiring in 2010.

**Item 6. Exhibits**

10.1* Form of Non-Qualified Stock Option Agreement (August 2008 grant). (1)

10.2* Form of Restricted Stock Unit Agreement (August 2008 grant). (1)

31.1* Certification of the Chief Executive Officer of Eagle Materials Inc. pursuant to Rules 13a-14 and 15d-14 promulgated under the Securities Exchange Act of 1934, as amended.

31.2* Certification of the Chief Financial Officer of Eagle Materials Inc. pursuant to Rules 13a-14 and 15d-14 promulgated under the Securities Exchange Act of 1934, as amended.

32.1* Certification of the Chief Executive Officer of Eagle Materials Inc. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

32.2* Certification of the Chief Financial Officer of Eagle Materials Inc. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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* Filed herewith.
(1) Management contract or compensatory plan or arrangement.

## SIGNATURES

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

| | |
|---|---|
| | EAGLE MATERIALS INC.<br>Registrant |
| November 7, 2008 | /s/ STEVEN R. ROWLEY |
| | Steven R. Rowley<br>President and Chief Executive Officer<br>(principal executive officer) |
| November 7, 2008 | /s/ MARK V. DENDLE |
| | Mark V. Dendle<br>Executive Vice President – Finance and Administration and Chief Financial Officer<br>(principal financial and chief accounting officer) |

**Exhibit 10.1**

**EAGLE MATERIALS INC.**

**INCENTIVE PLAN**

***NON-QUALIFIED STOCK OPTION AGREEMENT***

This option agreement (the “Option Agreement” or “Agreement”) entered into between EAGLE MATERIALS INC., a Delaware corporation (the “Company”), and ____________________ (the “Optionee”), an employee of the Company or its Affiliates, with respect to a right (the “Option”) awarded to the Optionee under the Eagle Materials Inc. Incentive Plan, as amended (the “Plan”), on August 21, 2008, (the “Award Date”) to purchase from the Company up to but not exceeding in the aggregate ______ shares of the Company’s common stock, par value $0.01 per share (the “Common Stock”), at a price of $26.695 per share (the “Exercise Price”), such number of shares and such price per share being subject to adjustment as provided in the Plan, and further subject to the following terms and conditions:

***1. Relationship to Plan***

This Option is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder, if any, which have been adopted by the Company’s Compensation Committee (“Committee”) and are in effect on the date hereof. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan. For purposes of this Option Agreement:

(a) “ARFR” means the Company’s Accidents Recordable Frequency Rate, as certified by the Committee consistent with OSHA/MSHA definitions of such term.

(b) “Disability” shall have the meaning assigned to such term under the Plan, however, in the case of a Director, for purposes of this Agreement, Disability shall be determined by the Committee.

(c) “EBITDA” means the Company’s earnings before interest, taxes, depreciation and amortization, as certified by the Committee.

(d) “Option Shares” means the EBITDA Option Shares (as defined below) and the ARFR Option Shares (as defined below).

(e) “Vesting Date” means March 31, 2009.

(f) “Vesting Period” means the period commencing on July 1, 2008 and ending on March 31, 2009.

***2. Vesting and Exercise Schedules.***

(a) *EBITDA Vesting Schedule*. ______ shares of the Common Stock covered by this Option (the “EBITDA Option Shares”) shall vest in accordance with the schedule attached to this Agreement as Exhibit A.

At the end of the Vesting Period, if any EBITDA Option Shares remain unvested, such EBITDA Option Shares shall be forfeited.

The Optionee must be in continuous employment with the Company or any of its Affiliates or serve as a Director from the Award Date through the Vesting Date in order for the EBITDA Option Shares to vest as provided in this Section 2(a).

(b) *ARFR Vesting Schedule*. _______ shares of the Common Stock covered by this Option (the "ARFR Option Shares") shall vest in accordance with the schedule attached to this Agreement as Exhibit B.

At the end of the Vesting Period, if any ARFR Option Shares remain unvested, such ARFR Option Shares shall be forfeited.

The Optionee must be in continuous employment with the Company or any of its Affiliates or serve as a Director from the Award Date through the Vesting Date in order for the ARFR Option Shares to vest as provided in this Section 2(b).

(c) *Exercisability*. The Option Shares that vest in accordance with the provisions of Section 2(a) or 2(b) shall become exercisable as soon as administratively practicable following the Vesting Date. In the event Optionee's employment and service as a Director terminates by reason of death or Disability, the then exercisable Option Shares shall continue to be exercisable as if the Optionee had remained employed or continued to serve as a Director for a period of two years following the Optionee's death or Disability. All remaining Option Shares will be forfeited.

To the extent the Option becomes exercisable, such Option may be exercised in whole or in part (at any time or from time to time, except as otherwise provided herein) until expiration of the Option pursuant to the terms of this Agreement or the Plan.

(d) *Calculations*. The Committee shall have the sole authority to approve the calculation of EBITDA and ARFR for purposes of vesting, and its approval of such calculations shall be final, conclusive, and binding on all parties.

(e) *Change in Control*. This Option shall become fully vested and exercisable, without regard to the limitations set forth in subparagraph (a) or (b) above, provided that the Optionee has been in continuous employment with the Company or any of its Affiliates or served as a Director since the Award Date, upon the occurrence of a Change in Control (as defined in Exhibit C to this Agreement), with respect to any Option Shares which have not been theretofore forfeited, unless either (i) the Committee determines that the terms of the transaction giving rise to the Change in Control provide that the Option is to be replaced within a reasonable time after the Change in Control with an option of equivalent value to purchase shares of the surviving parent corporation or (ii) the Option is to be settled in cash in accordance with the last sentence of this subparagraph (e). Upon a Change in Control, pursuant to Section 16 of the Plan, the Company may, in its discretion, settle the Option by a cash payment equal to the difference between the Fair Market Value per share of Common Stock on the settlement date and the Exercise Price for the Option, multiplied by the number of shares then subject to the Option.

(f) *Business Acquisitions*. In the event the Company makes an acquisition or disposition (e.g. assets, stock or other equity interest), then the Compensation Committee may, in its discretion, make any adjustments to: (1) the method of calculating EBITDA and/or ARFR; or (2) the structure of vesting tables, as it deems appropriate to fulfill the intents and purposes of the vesting criteria, taking into consideration the effect of the acquisition or disposition on vesting opportunities.

***3. Termination of Option.***

The Option hereby granted shall terminate and be of no force and effect with respect to any shares of Common Stock not previously purchased by the Optionee at the earliest time specified below:

(a) the seventh anniversary of the Award Date;

(b) if Optionee's employment with the Company and its Affiliates and service as a Director is terminated by the Company or a Subsidiary for "cause" (as determined by the Committee) at any time after the Award Date, then the Option shall terminate immediately upon such termination of Optionee's employment;

(c) if Optionee's employment with the Company and its Affiliates and service as a Director is terminated for any reason other than death, Disability or termination for "cause," then the Option shall terminate on the first business day following the expiration of the 90-day period beginning on the date of termination of Optionee's employment and service as a Director; or

(d) if Optionee's employment with the Company and its Affiliates and service as a Director is terminated due to the death or Disability of the Optionee at any time after the Award Date and while in the employ of the Company or its Affiliates or service as Director, or within 90 days after termination of such employment or service for reasons other than "cause", then the Option shall terminate on the first business day following the expiration of the two-year period which began on the date of Optionee's death or Disability.

In the event the Option remains exercisable for a period of time following the date of termination of Optionee's employment and service as a Director, the portion of the Option not exercisable upon termination shall terminate and be of no force and effect upon the date of the Optionee's termination of employment and service as a Director.

***4. Exercise of Option.***

Subject to the limitations set forth herein and in the Plan, this Option may be exercised by notice provided to the Company as set forth in Section 5. The payment of the Exercise Price for the Common Stock being purchased pursuant to the Option shall be made (a) in cash, by check or cash equivalent, (b) by tender to the Company, or attestation to the ownership, of Common Stock owned by the Optionee having a Fair Market Value (as determined by the Company without regard to any restrictions on transferability applicable to such Common Stock by reason of federal or state securities laws or agreements with an underwriter for the Company) not less than the Exercise Price, (c) by delivery of a properly executed notice together with irrevocable instructions to a broker providing for the assignment to the Company of the proceeds of a sale or loan with respect to some or all of the shares being acquired upon the exercise of the Option (including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System), (d) by such other consideration as may be approved by the Board from time to time to the extent permitted by applicable law, or (e) by any combination thereof. Such notice shall be accompanied by cash or Common Stock in the full amount of all federal and state withholding or other employment taxes applicable to the taxable income of such Optionee resulting from such exercise (or instructions to satisfy such withholding obligation by withholding Option Shares in accordance with

Section 8). For the purpose of determining the amount, if any, of the purchase price satisfied by payment in Common Stock, such Common Stock shall be valued at its Fair Market Value on the date of exercise.

If the Optionee desires to pay the purchase price for the Option Shares by tendering Common Stock using the method of attestation, the Optionee may, subject to any such conditions and in compliance with any such procedures as the Committee may adopt, do so by attesting to the ownership of Common Stock of the requisite value, in which case the Company shall issue or otherwise deliver to the Optionee upon such exercise a number of Option Shares equal to the result obtained by dividing (a) the excess of the aggregate Fair Market Value of the total number shares of Common Stock subject to the Option for which the Option (or portion thereof) is being exercised over the purchase price payable in respect of such exercise by (b) the Fair Market Value per share of Common Stock subject to the Option, and the Optionee may retain the shares of Common Stock the ownership of which is attested.

Notwithstanding anything to the contrary contained herein, the Optionee agrees that he will not exercise the Option granted pursuant hereto, and the Company will not be obligated to issue any Option Shares pursuant to this Option Agreement, if the exercise of the Option or the issuance of such shares would constitute a violation by the Optionee or by the Company of any provision of any law or regulation of any governmental authority or any stock exchange or transaction quotation system. The Optionee agrees that, unless the options and shares covered by the Plan have been registered pursuant to the Securities Act of 1933, as amended, the Company may, at its election, require the Optionee to give a representation in writing in form and substance satisfactory to the Company to the effect that he is acquiring such shares for his own account for investment and not with a view to, or for sale in connection with, the distribution of such shares or any part thereof.

If any law or regulation requires the Company to take any action with respect to the shares specified in such notice, the time for delivery thereof, which would otherwise be as promptly as reasonably practicable, shall be postponed for the period of time necessary to take such action.

***5. Notices.***

Notice of exercise of the Option must be made in the following manner, using such forms as the Company may from time to time provide:

(a) by electronic means as designated by the Committee, in which case the date of exercise shall be the date when receipt is acknowledged by the Company;

(b) by registered or certified United States mail, postage prepaid, to Eagle Materials Inc., Attention: Secretary, 3811 Turtle Creek, Suite 1100, Dallas, Texas 75219, in which case the date of exercise shall be the date of mailing; or

(c) by hand delivery or otherwise to Eagle Materials Inc., Attention: Secretary, 3811 Turtle Creek, Suite 1100, Dallas, Texas 75219, in which case the date of exercise shall be the date when receipt is acknowledged by the Company.

Notwithstanding the foregoing, in the event that the address of the Company is changed prior to the date of any exercise of this Option, notice of exercise shall instead be made pursuant to the foregoing provisions at the Company’s current address.

Any other notices provided for in this Agreement or in the Plan shall be given in writing or by such electronic means, as permitted by the Committee, and shall be deemed effectively delivered or given upon receipt or, in the case of notices delivered by the Company to the Optionee, five days after deposit in the United States mail, postage prepaid, addressed to the Optionee at the address specified at the end of this Agreement or at such other address as the Optionee hereafter designates by written notice to the Company.

***6. Assignment of Option.***

Except as otherwise permitted by the Committee, the rights of the Optionee under the Plan and this Agreement are personal; no assignment or transfer of the Optionee's rights under and interest in this Option may be made by the Optionee otherwise than by will, by beneficiary designation, by the laws of descent and distribution or by a qualified domestic relations order; and this Option is exercisable during his lifetime only by the Optionee, except as otherwise expressly provided in this Agreement.

After the death of the Optionee, exercise of the Option shall be permitted only by the Optionee's designated beneficiary or, in the absence of a designated beneficiary, the Optionee's executor or the personal representative of the Optionee's estate (or by his assignee, in the event of a permitted assignment) to the extent that the Option is exercisable on or after the date of the Optionee's death, as set forth in Sections 2(c) and 3(d) hereof.

***7. Stock Certificates.***

Certificates representing the Common Stock issued pursuant to the exercise of the Option will bear all legends required by law and necessary or advisable to effectuate the provisions of the Plan and this Option. The Company may place a "stop transfer" order against shares of the Common Stock issued pursuant to the exercise of this Option until all restrictions and conditions set forth in the Plan or this Agreement and in the legends referred to in this Section 7 have been complied with.

***8. Withholding.***

No certificates representing shares of Common Stock purchased hereunder shall be delivered to or in respect of an Optionee unless the amount of all federal, state and other governmental withholding tax requirements imposed upon the Company with respect to the issuance of such shares of Common Stock has been remitted to the Company or unless provisions to pay such withholding requirements have been made to the satisfaction of the Committee. The Committee may make such provisions as it may deem appropriate for the withholding of any taxes which it determines is required in connection with this Option. The Optionee may pay all or any portion of the taxes required to be withheld by the Company or paid by the Optionee in connection with the exercise of all or any portion of this Option by delivering cash, or, pursuant to Committee – approved procedures, by electing to have the Company withhold shares of Common Stock, or by delivering previously owned shares of Common Stock, having a Fair Market Value equal to the amount required to be withheld or paid. The Optionee must make the foregoing election on or before the date that the amount of tax to be withheld is determined.

***9. Shareholder Rights.***

The Optionee shall have no rights of a shareholder with respect to shares of Common Stock subject to the Option unless and until such time as the Option has been exercised and ownership of such shares of Common Stock has been transferred to the Optionee.

***10. Successors and Assigns.***

This Agreement shall bind and inure to the benefit of and be enforceable by the Optionee, the Company and their respective permitted successors and assigns (including personal representatives, heirs and legatees), except that the Optionee may not assign any rights or obligations under this Agreement except to the extent and in the manner expressly permitted herein.

***11. No Employment Guaranteed.***

No provision of this Option Agreement shall confer any right upon the Optionee to continued employment with the Company or any Subsidiary.

***12. Governing Law.***

This Option Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas.

***13. Amendment.***

This Agreement cannot be modified, altered or amended except by an agreement, in writing, signed by both the Company and the Optionee.

**EAGLE MATERIALS INC.**

Date: __________

By: ______________________________
Name: Steven R. Rowley
Title: President and CEO

The Optionee hereby accepts the foregoing Option Agreement, subject to the terms and provisions of the Plan and administrative interpretations thereof referred to above.

**OPTIONEE:**

Date: __________

______________________________
[Name]
Eagle Materials Inc.
3811 Turtle Creek Blvd.
Suite 1100
Dallas, Texas 75219

**EXHIBIT A**

**EBITDA Option Share Vesting Schedule**

[intentionally omitted]

**EXHIBIT B**

**ARFR Option Share Vesting Schedule**

[intentionally omitted]

## EXHIBIT C

**Change in Control**

For the purpose of this Agreement, a “Change in Control” shall mean the occurrence of any of the following events:

(a) The acquisition by any Person of beneficial ownership of securities of the Company (including any such acquisition of beneficial ownership deemed to have occurred pursuant to Rule 13d-5 under the Exchange Act) if, immediately thereafter, such Person is the beneficial owner of (i) 50% or more of the total number of outstanding shares of any single class of Company Common Stock or (ii) 40% or more of the total number of outstanding shares of all classes of Company Common Stock, unless such acquisition is made (a) directly from the Company in a transaction approved by a majority of the members of the Incumbent Board or (b) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (or who is otherwise designated as a member of the Incumbent Board by such a vote) shall be considered as though such individual were a member of the Incumbent Board, except that any such individual shall not be considered a member of the Incumbent Board if his or her initial assumption of office occurs as a result of either an actual or threatened election contest (as such term is used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) The consummation of a Business Combination, unless, immediately following such Business Combination, (i) more than 50% of both the total number of then outstanding shares of common stock of the parent corporation resulting from such Business Combination and the combined voting power of the then outstanding voting securities of such parent corporation entitled to vote generally in the election of directors will be (or is) then beneficially owned, directly or indirectly, by all or substantially all of the Persons who were the beneficial owners, respectively, of the outstanding shares of Company Common Stock immediately prior to such Business Combination in substantially the same proportions as their ownership immediately prior to such Business Combination of the outstanding shares of Company Common Stock, (ii) no Person (other than any employee benefit plan (or related trust) of the Company or any corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 40% or more of the total number of then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors and (iii) at least a majority of the members of the board of directors of the parent corporation resulting from such Business Combination were members of the Incumbent Board immediately prior to the consummation of such Business Combination; or

(d) Approval by the Board and the shareholders of the Company of (i) a complete liquidation or dissolution of the Company or (ii) a Major Asset Disposition (or, if there is no such approval by shareholders, consummation of such Major Asset Disposition) unless,

(e) immediately following such Major Asset Disposition, (A) Persons that were beneficial owners of the outstanding shares of Company Common Stock immediately prior to such Major Asset Disposition beneficially own, directly or indirectly, more than 50% of the total number of then outstanding shares of common stock and the combined voting power of the then outstanding shares of voting stock of the Company (if it continues to exist) and of the Acquiring Entity in substantially the same proportions as their ownership immediately prior to such Major Asset Disposition of the outstanding shares of Company Common Stock; (B) no Person (other than any employee benefit plan (or related trust) of the Company or such entity) beneficially owns, directly or indirectly, 40% or more of the then outstanding shares of common stock or the combined voting power of the then outstanding voting securities of the Company (if it continues to exist) and of the Acquiring Entity entitled to vote generally in the election of directors and (C) at least a majority of the members of the Board of the Company (if it continues to exist) and of the Acquiring Entity were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such Major Asset Disposition.

For purposes of the foregoing,

(i) the term “Person” means an individual, entity or group;

(ii) the term “group” is used as it is defined for purposes of Section 13(d)(3) of the Exchange Act;

(iii) the terms “beneficial owner”, “beneficial ownership” and “beneficially own” are used as defined for purposes of Rule 13d-3 under the Exchange Act;

(iv) the term “Business Combination” means (x) a merger, consolidation or share exchange involving the Company or its stock or (y) an acquisition by the Company, directly or through one or more subsidiaries, of another entity or its stock or assets;

(v) the term “Company Common Stock” shall mean the Common Stock, par value $.01 per share, of the Company;

(vi) the term “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(vii) the phrase “parent corporation resulting from a Business Combination” means the Company if its stock is not acquired or converted in the Business Combination and otherwise means the entity which as a result of such Business Combination owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries;

(viii) the term “Major Asset Disposition” means the sale or other disposition in one transaction or a series of related transactions of 50% or more of the assets of the Company and its subsidiaries on a consolidated basis; and any specified percentage or portion of the assets of the Company shall be based on fair market value, as determined by a majority of the members of the Incumbent Board;

(ix) the term “Acquiring Entity” means the entity that acquires the largest portion of the assets sold or otherwise disposed of in a Major Asset Disposition (or the entity, if any, that owns a majority of the outstanding voting stock of such acquiring entity entitled to vote generally in the election of directors or members of a comparable governing body); and

(x) the phrase “substantially the same proportions,” when used with reference to ownership interests in the parent corporation resulting from a Business Combination or in an Acquiring Entity, means substantially in proportion to the number of shares of Company Common Stock beneficially owned by the applicable Persons immediately prior to the Business Combination or Major Asset Disposition, but is not to be construed in such a manner as to require that the same ratio or number of shares of such parent corporation or Acquiring Entity be issued, paid or delivered in exchange for or in respect of the shares of each class of Company Common Stock.

**EAGLE MATERIALS INC.**

**INCENTIVE PLAN**

***RESTRICTED STOCK UNIT AGREEMENT***

This restricted stock unit agreement (the "Restricted Stock Unit Agreement" or "Agreement") entered into between EAGLE MATERIALS INC., a Delaware corporation (the "Company"), and ______________________ (the "Grantee"), an employee of the Company or its Affiliates, with respect to a right (the "Award") of ______ restricted stock units ("Restricted Stock Units") representing shares of the Company's common stock, par value $0.01 per share (the "Common Stock"), granted to the Grantee under the Eagle Materials Inc. Incentive Plan, as amended (the "Plan"), on August 21, 2008 (the "Award Date"), such number of units subject to adjustment as provided in the Plan, and further subject to the following terms and conditions:

**1.** ***Relationship to Plan.***

This Award is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder, if any, which have been adopted by the Company's Compensation Committee ("Committee") and are in effect on the date hereof. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan. For the purposes of this Restricted Stock Unit Agreement:

(a) "ARFR" means the Company's Accidents Recordable Frequency Rate, as certified by the Committee consistent with OSHA/MSHA definitions of such term.

(b) "Disability" shall have the meaning assigned to such term under the Plan, however, in the case of a Director, for purposes of this Agreement, Disability shall be determined by the Committee.

(c) "EBITDA" means the Company's earnings before interest, taxes, depreciation and amortization, as certified by the Committee.

(d) "Vesting Date" means March 31, 2009.

(e) "Vesting Period" means the period commencing on July 1, 2008 and ending on March 31, 2009.

**2.** ***Vesting and Payment.***

(a) *EBITDA Vesting Schedule*. ______ Restricted Stock Units of the Award (the "EBITDA RSUs") shall vest in accordance with the schedule attached to this Agreement as Exhibit A.

At the end of the Vesting Period, if any EBITDA RSUs remain unvested, such EBITDA RSUs shall be forfeited.

The Grantee must be in continuous employment with the Company or any of its Affiliates or serve as a Director from the Award Date through the Vesting Date in order for the EBITDA RSUs to vest as provided in this Section 2(a).

(b) *<u>ARFR Vesting Schedule</u>*. ______ Restricted Stock Units of the Award (the "ARFR RSUs") shall vest in accordance with the schedule attached to this Agreement as <u>Exhibit B</u>.

At the end of the Vesting Period, if any ARFR RSUs remain unvested, such ARFR RSUs shall be forfeited.

The Grantee must be in continuous employment with the Company or any of its Affiliates or serve as a Director from the Award Date through the Vesting Date in order for the ARFR RSUs to vest as provided in this Section 2(b).

(c) *<u>Payment</u>*. The Restricted Stock Units that vest in accordance with the provisions of Section 2(a) or 2(b) (including Dividend Equivalent Payments under Section 4 hereof) shall become payable on the first anniversary of the Award Date (the "Anniversary Date"). The Grantee must be in continuous employment with the Company or any of its Affiliates or serve as a Director from the Award Date through the Anniversary Date in order for any Restricted Stock Units to become payable on the Anniversary Date; provided, that if the Grantee's employment and service as a Director terminates by reason of death or Disability between the Vesting Date and the Anniversary Date, the Restricted Stock Units (including Dividend Equivalent Payments under Section 4 hereof) shall be payable on the Anniversary Date.

(d) *<u>Calculations</u>*. The Committee shall have the sole authority to approve the calculation of EBITDA and ARFR for purposes of vesting, and its approval of such calculations shall be final, conclusive, and binding on all parties.

(e) *<u>Change in Control</u>*. This Award shall become fully vested and payable without regard to the limitations set forth in subparagraph (a) or (b) above, provided that the Grantee has been in continuous employment with the Company or any of its Affiliates or served as a Director since the Award Date, upon the occurrence of a Change in Control (as defined in <u>Exhibit C</u> to this Agreement), and fully payable (without regard to the limitations set forth in subparagraph (c) above) upon a Change in Control with respect to any Restricted Stock Units which have not been theretofore forfeited, unless either (i) the Committee determines that the terms of the transaction giving rise to the Change in Control provide that the Award is to be replaced within a reasonable time after the Change in Control with an award of equivalent value of shares of the surviving parent corporation or (ii) the Award is to be settled in cash in accordance with the last sentence of this subparagraph (e). Upon a Change in Control, pursuant to Section 16 of the Plan, the Company may, in its discretion, settle the Award by a cash payment that the Committee shall determine in its sole discretion is equal to the fair market value of the Award on the date of such event.

(f) *<u>Business Acquisitions</u>*. In the event the Company makes an acquisition or disposition (e.g. assets, stock or other equity interest), then the Compensation Committee may, in its discretion, make any adjustments to: (1) the method of calculating EBITDA and/or ARFR; or (2) the structure of vesting tables, as it deems appropriate to fulfill the intents and purposes of the vesting criteria, taking into consideration the effect of the acquisition or disposition on vesting opportunities.

**3. *Forfeiture of Award.***

Except as provided in any other agreement between the Grantee and the Company, if the Grantee's employment and service as Director terminates (a) for any reason prior to the Vesting Date, or (b) for reasons other than death or Disability between the Vesting Date and the Anniversary Date, the entire Award shall be forfeited. In the event Grantee's employment and service as Director terminates by reason of death or Disability between the Vesting Date and the Anniversary Date, the Restricted Stock Units (including Dividend Equivalent Payments under Section 4 hereof) shall not be forfeited, but shall be payable on the Anniversary Date in accordance with Section 2(c) of this Agreement.

**4. *Dividend Equivalent Payments.***

During the period of time between the Award Date and the earlier of the date the Restricted Stock Units are paid or settled, the Restricted Stock Units will be evidenced by book entry registration. As of each date that dividends are paid with respect to Common Stock after the end of the Vesting Period, the Grantee shall have a number of additional Restricted Stock Units credited to his or her account with respect to such dividends. The additional Restricted Stock Units credited with respect to such dividends shall be equal to: (i) the amount of the dividend paid per share of Common Stock as of such dividend payment date multiplied by the number of vested Restricted Stock Units credited to the Grantee's account immediately prior to such dividend payment date; divided by (ii) the Fair Market Value of the Common Stock on such dividend payment date.

**5. *Delivery of Shares.***

The Company shall not be obligated to deliver any shares of Common Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulations of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the delivery of shares of Common Stock to comply with any such law, rule, regulations or agreement.

**6. *Notices.***

Notice or other communication to the Company with respect to this Award must be made in the following manner, using such forms as the Company may from time to time provide:

(a) by electronic means as designated by the Committee;

(b) by registered or certified United States mail, postage prepaid, to Eagle Materials Inc., Attention: Secretary, 3811 Turtle Creek Blvd, Suite 1100, Dallas, Texas 75219; or

(c) by hand delivery or otherwise to Eagle Materials Inc., Attention: Secretary, 3811 Turtle Creek Blvd, Suite 1100, Dallas, Texas 75219.

Notwithstanding the foregoing, in the event that the address of the Company is changed, any such notice shall instead be made pursuant to the foregoing provisions at the Company's current address.

Any notices provided for in this Restricted Stock Unit Agreement or in the Plan shall be given in writing or by such electronic means, as permitted by the Committee, and shall be deemed effectively delivered or given upon receipt or, in the case of notices delivered by the Company to the Grantee, five days after deposit in the United States mail, postage prepaid, addressed to the Grantee at the address specified at the end of this Agreement or at such other address as the Grantee hereafter designates by written notice to the Company.

**7. *Assignment of Award.***

Except as otherwise permitted by the Committee, the Grantee's rights under the Plan and this Restricted Stock Unit Agreement are personal; no assignment or transfer of the Grantee's rights under and interest in this Award may be made by the Grantee other than by will, by beneficiary designation, by the laws of descent and distribution or by a qualified domestic relations order; and this Award is payable only to the Grantee during his lifetime except as otherwise expressly provided in this Agreement.

After the death of the Grantee, payment of the Award shall be permitted only to the Grantee's designated beneficiary or, in the absence of a designated beneficiary, the Grantee's executor or the personal representative of the Grantee's estate (or by his assignee, in the event of a permitted assignment) to the extent that the Award was payable on the date of the Grantee's death.

**8.** ***Stock Certificates.***

Certificates representing the Common Stock issued pursuant to the Award will bear all legends required by law and necessary or advisable to effectuate the provisions of the Plan and this Award. The Company may place a "stop transfer" order against shares of the Common Stock issued pursuant to this Award until all restrictions and conditions set forth in the Plan or this Agreement and in the legends referred to in this Section 8 have been complied with.

**9.** ***Withholding.***

No certificates representing shares of Common Stock awarded hereunder shall be delivered to or in respect of a Grantee unless the amount of all federal, state and other governmental withholding tax requirements imposed upon the Company with respect to the issuance of such shares of Common Stock has been remitted to the Company or unless provisions to pay such withholding requirements have been made to the satisfaction of the Committee. The Committee may make such provisions as it may deem appropriate for the withholding of any taxes which it determines is required in connection with this Award. The Grantee may pay all or any portion of the taxes required to be withheld by the Company or paid by the Grantee in connection with this Award by delivering cash, or, with the Committee's approval, by electing to have the Company withhold shares of Common Stock, or by delivering previously owned shares of Common Stock, having a Fair Market Value equal to the amount required to be withheld or paid. The Grantee must make the foregoing election on or before the date that the amount of tax to be withheld is determined.

**10.** ***Shareholder Rights.***

The Grantee shall have no rights of a shareholder with respect to shares of Common Stock subject to the Award unless and until such time as the Award has been paid pursuant to Section 2 and shares of Common Stock have been transferred to the Grantee.

**11.** ***Successors and Assigns.***

This Agreement shall bind and inure to the benefit of and be enforceable by the Grantee, the Company and their respective permitted successors and assigns (including personal representatives, heirs and legatees), except that the Grantee may not assign any rights or obligations under this Agreement except to the extent and in the manner expressly permitted herein.

**12.** ***No Employment Guaranteed.***

No provision of this Restricted Stock Unit Agreement shall confer any right upon the Grantee to continued employment with the Company or any Affiliate.

**13.** ***Governing Law.***

This Restricted Stock Unit Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

**14.** ***Amendment.***

This Agreement cannot be modified, altered or amended except by an agreement, in writing, signed by both the Company and the Grantee.

**EAGLE MATERIALS INC.**

Date: __________

By: ______________________________
Name: Steven R. Rowley
Title: President and CEO

The Grantee hereby accepts the foregoing Restricted Stock Unit Agreement, subject to the terms and provisions of the Plan and administrative interpretations thereof referred to above.

**GRANTEE:**

Date: __________

______________________________
**[Name]**
Eagle Materials Inc.
3811 Turtle Creek Blvd.
Suite 1100
Dallas, Texas 75219

**<u>EXHIBIT A</u>**

**EBITDA RSUs Vesting Schedule**

[intentionally omitted]

**EXHIBIT B**

**ARFR RSUs Vesting Schedule**

[intentionally omitted]

**EXHIBIT C**

**Change in Control**

For the purpose of this Agreement, a “Change in Control” shall mean the occurrence of any of the following events:

(a) The acquisition by any Person of beneficial ownership of securities of the Company (including any such acquisition of beneficial ownership deemed to have occurred pursuant to Rule 13d-5 under the Exchange Act) if, immediately thereafter, such Person is the beneficial owner of (i) 50% or more of the total number of outstanding shares of any single class of Company Common Stock or (ii) 40% or more of the total number of outstanding shares of all classes of Company Common Stock, unless such acquisition is made (a) directly from the Company in a transaction approved by a majority of the members of the Incumbent Board or (b) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (or who is otherwise designated as a member of the Incumbent Board by such a vote) shall be considered as though such individual were a member of the Incumbent Board, except that any such individual shall not be considered a member of the Incumbent Board if his or her initial assumption of office occurs as a result of either an actual or threatened election contest (as such term is used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) The consummation of a Business Combination, unless, immediately following such Business Combination, (i) more than 50% of both the total number of then outstanding shares of common stock of the parent corporation resulting from such Business Combination and the combined voting power of the then outstanding voting securities of such parent corporation entitled to vote generally in the election of directors will be (or is) then beneficially owned, directly or indirectly, by all or substantially all of the Persons who were the beneficial owners, respectively, of the outstanding shares of Company Common Stock immediately prior to such Business Combination in substantially the same proportions as their ownership immediately prior to such Business Combination of the outstanding shares of Company Common Stock, (ii) no Person (other than any employee benefit plan (or related trust) of the Company or any corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 40% or more of the total number of then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors and (iii) at least a majority of the members of the board of directors of the parent corporation resulting from such Business Combination were members of the Incumbent Board immediately prior to the consummation of such Business Combination; or

(d) Approval by the Board and the shareholders of the Company of (i) a complete liquidation or dissolution of the Company or (ii) a Major Asset Disposition (or, if there is no such approval by shareholders, consummation of such Major Asset Disposition) unless, immediately following such Major Asset Disposition, (A) Persons that were beneficial owners of the outstanding shares of Company Common Stock immediately prior to such Major Asset Disposition beneficially own, directly or indirectly, more than 50% of the total number of then outstanding shares of common stock and the combined voting power of the then outstanding shares of voting stock of the Company (if it continues to exist) and of the Acquiring Entity in substantially the same proportions as their ownership immediately prior to such Major Asset Disposition of the outstanding shares of Company Common Stock; (B) no Person (other than any employee benefit plan (or related trust) of the Company or such entity) beneficially owns, directly or indirectly, 40% or more of the then outstanding shares of common stock or the combined voting power of the then outstanding voting securities of the Company (if it continues to exist) and of the Acquiring Entity entitled to vote generally in the election of directors and (C) at least a majority of the members of the Board of the Company (if it continues to exist) and of the Acquiring Entity were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such Major Asset Disposition.

For purposes of the foregoing,

(i) the term “Person” means an individual, entity or group;

(ii) the term “group” is used as it is defined for purposes of Section 13(d)(3) of the Exchange Act;

(iii) the terms “beneficial owner”, “beneficial ownership” and “beneficially own” are used as defined for purposes of Rule 13d-3 under the Exchange Act;

(iv) the term “Business Combination” means (x) a merger, consolidation or share exchange involving the Company or its stock or (y) an acquisition by the Company, directly or through one or more subsidiaries, of another entity or its stock or assets;

(v) the term “Company Common Stock” shall mean the Common Stock, par value $.01 per share, of the Company;

(vi) the term “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(vii) the phrase “parent corporation resulting from a Business Combination” means the Company if its stock is not acquired or converted in the Business Combination and otherwise means the entity which as a result of such Business Combination owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries;

(viii) the term “Major Asset Disposition” means the sale or other disposition in one transaction or a series of related transactions of 50% or more of the assets of the Company and its subsidiaries on a consolidated basis; and any specified percentage or portion of the assets of the Company shall be based on fair market value, as determined by a majority of the members of the Incumbent Board;

(ix) the term “Acquiring Entity” means the entity that acquires the largest portion of the assets sold or otherwise disposed of in a Major Asset Disposition (or the entity, if any, that owns a majority of the outstanding voting stock of such acquiring entity entitled to vote generally in the election of directors or members of a comparable governing body); and

(x) the phrase “substantially the same proportions,” when used with reference to ownership interests in the parent corporation resulting from a Business Combination or in an Acquiring Entity, means substantially in proportion to the number of shares of Company Common Stock beneficially owned by the applicable Persons immediately prior to the Business Combination or Major Asset Disposition, but is not to be construed in such a manner as to require that the same ratio or number of shares of such parent corporation or Acquiring Entity be issued, paid or delivered in exchange for or in respect of the shares of each class of Company Common Stock.

**Exhibit 31.1**

**Certification of Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Steven R. Rowley, certify that:

1. I have reviewed this report on Form 10-Q of Eagle Materials Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures [as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)] and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 7, 2008

By: /s/ STEVEN R. ROWLEY
Steven R. Rowley
President and Chief Executive Officer

**Exhibit 31.2**

**Certification of Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Mark V. Dendle, certify that:

1. I have reviewed this report on Form 10-Q of Eagle Materials Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures [as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)] and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 7, 2008

By: /s/ MARK V. DENDLE
Mark V. Dendle
Chief Financial Officer

**Exhibit 32.1**

**Certification of Periodic Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Eagle Materials Inc. and subsidiaries (the "Company") on Form 10-Q for the period ended September 30, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven R. Rowley, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(i) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 7, 2008

By: /s/ STEVEN R. ROWLEY
Steven R. Rowley
President and Chief Executive Officer

**Exhibit 32.2**

**Certification of Periodic Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Eagle Materials Inc. and subsidiaries (the "Company") on Form 10-Q for the period ended September 30, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark V. Dendle, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(i) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 7, 2008

By: /s/ MARK V. DENDLE
Mark V. Dendle
Chief Financial Officer