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

FORM 8-K

CURRENT REPORT

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

**Date of Report (Date of earliest event reported):
June 17, 2011**

Eagle Materials Inc.
(Exact name of registrant as specified in its charter)

Delaware	**1-12984**	**75-2520779**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

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

Registrant's telephone number including area code: (214) 432-2000

Not Applicable
(Former name or former address if changed from last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Information responsive to Item 5.02(e):

On June 17, 2011, the Compensation Committee of the Board of Directors of Eagle Materials Inc. ("Eagle") approved the Eagle Materials Inc. Salaried Incentive Compensation Program for Fiscal Year 2012 ("Eagle Plan"), a copy of which is attached to this Report as Exhibit 10.1 and incorporated herein by reference. Under the terms of the Eagle Plan, a pool of 1.2% of the Company's operating earnings for fiscal 2012 will be available to pay annual bonuses to participating officers, subject to reduction based on individual performance in fiscal 2012. The Compensation Committee also determined the applicable percentage of the bonus pool available for payment of the annual incentive bonus to the CEO and the other named executive officers participating in the Eagle Plan (Mr. Steven R. Rowley, President and Chief Executive Officer — 40%; Mr. D. Craig Kesler, Executive Vice President – Finance and Administration and Chief Financial Officer — 16%; Mr. Robert S. Stewart, Executive Vice President – Strategy, Corporate Development and Communications — 16%; and Mr. James H. Graass, Executive Vice President and General Counsel — 16%).

One named executive officer (Mr. Gerald J. Essl, Executive Vice President — Cement) participates in divisional incentive compensation programs pursuant to which a percentage of the operating earnings of the applicable subsidiary (or group of subsidiaries) is available for payment of bonuses to the participating employees. Mr. Essl participates in the Eagle Materials Inc. Cement Companies Salaried Incentive Compensation Program for Fiscal Year 2012 (a copy which is attached to this Report as Exhibit 10.2 and incorporated herein by reference) and the Eagle Materials Inc. Concrete and Aggregates Companies Salaried Incentive Compensation Program for Fiscal Year 2012 (a copy of which is attached to this Report as Exhibit 10.3 and incorporated herein by reference). In the programs in which Mr. Essl participates, the Compensation Committee approved the percentage of operating earnings of each of the Company's cement and concrete/aggregates subsidiaries for fiscal 2012 which is available for payment of bonuses to participating employees (2.25%) and the percentage of such bonus pool available for payment to Mr. Essl at the end of fiscal 2012 (20%), subject to reduction based on individual performance. With respect to our cement joint venture, Mr. Essl is eligible to receive an amount equal to 20% of 2.25% of our half of the joint venture's fiscal 2012 earnings, subject to reduction based on individual performance.

The Compensation Committee also approved the Eagle Materials Inc. Special Situation Program for Fiscal Year 2012 (the "SSP"), a copy of which is attached to this Report as Exhibit 10.4 and incorporated herein by reference. Under the terms of the SSP, a pool of 0.35% of the Company's operating earnings for fiscal 2012, plus any portions of bonus pools under the Eagle Plan, the divisional plans and subsidiary long-term compensation plans not paid out or earned, are available to pay bonuses to eligible employees under the SSP.

Item 9.01 Financial Statements and Exhibits

Exhibit Number	Description
10.1	Eagle Materials Inc. Salaried Incentive Compensation Program for Fiscal Year 2012
10.2	Eagle Materials Inc. Cement Companies Salaried Incentive Compensation Program for Fiscal Year 2012
10.3	Eagle Materials Inc. Concrete and Aggregates Salaried Incentive Compensation Program for Fiscal Year 2012
10.4	Eagle Materials Inc. Special Situation Program for Fiscal Year 2012

SIGNATURES

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

EAGLE MATERIALS INC.

By: /s/ James H. Graass

James H. Graass
Executive Vice President, General Counsel and Secretary

Date: June 23, 2011

EXHIBIT INDEX

Exhibit Number	Description
10.1	Eagle Materials Inc. Salaried Incentive Compensation Program for Fiscal Year 2012
10.2	Eagle Materials Inc. Cement Companies Salaried Incentive Compensation Program for Fiscal Year 2012
10.3	Eagle Materials Inc. Concrete and Aggregates Salaried Incentive Compensation Program for Fiscal Year 2012
10.4	Eagle Materials Inc. Special Situation Program for Fiscal Year 2012

Exhibit 10.1

EAGLE MATERIALS INC.

SALARIED INCENTIVE COMPENSATION PROGRAM
FOR FISCAL YEAR 2012

1. Purpose

The purpose of the Eagle Materials Inc. Salaried Incentive Compensation Program for Fiscal Year 2012 (the "Plan") is to establish an incentive bonus program which: (i) focuses on the performance of Eagle Materials Inc. (the "Company") as well as individual performance; and (ii) aligns the interest of participants with those of the Company's shareholders. The Plan is adopted by the Compensation Committee of the Board of Directors (the "Committee") under the structure of the Company's Incentive Plan, as amended, (the "Incentive Plan") and is subject to all the terms and conditions of such Incentive Plan, including, without limitation the limits set forth in Section 8 of the Plan. The Plan shall be in effect for the fiscal year ending March 31, 2012.

2. Eligibility

The Company's Chief Executive Officer (the "CEO") and his direct reports are eligible to participate in the Plan. The CEO may also include in the Plan additional exempt salaried employees at the corporate level of the Company.

Participants must be an exempt salaried manager or professional. No hourly or non-exempt employee may participate. Participants in the Plan may not participate in any other Company incentive plan providing for monetary awards, except for the Eagle Materials Long Term Compensation Program and the Eagle Materials Special Situation Program.

3. Bonus Pool

To ensure reasonableness and affordability, available funds for bonus payments under the Plan are to be determined as a percentage of operating earnings of the Company. The actual percentage may vary from year to year as recommend by the CEO and approved by the Committee. For Fiscal Year 2012, 1.2% of the Company's operating earnings (before corporate general and administrative expenses) will fund the corporate bonus pool.

Participants must be employed on March 31, 2012 to be eligible for any bonus award. Awards may be adjusted for partial year participation for participants who enter the program after April 1, 2011.

4. Allocation of Corporate Pool

Except with respect to the CEO, each participant's allocated percentage of the corporate pool, and his/her individual performance relative to the goals and objectives (and bonus award) shall be recommended by the CEO and approved and certified by the Committee. The CEO's allocated percentage of the corporate pool, his/her goals and objectives and his/her individual performance (and bonus award) shall be approved and certified by the Committee. For each participant, the maximum annual bonus award opportunity is represented by the percentage of the corporate pool assigned to such participant.

5. <u>Goals and Objectives</u>

At the beginning of the fiscal year goals and objectives shall be established for each participant. The actual bonus award paid at the end of the fiscal year shall be based on the individual participant's performance relative to the previously established goals and objectives and the participant's individual performance during the fiscal year. The goals and objectives to be used for participants in the Plan may be comprised of objective and subjective criteria and should generally have a broader scope than the goals and objectives for subsidiary companies. However, at the same time the goals must also contain specific criteria regarding execution that links subsidiary company performance to corporate performance. By way of example and not limitation, these goals and objectives could focus on operational criteria, the interaction between corporate and subsidiaries as a way of gauging the successful execution of business plans, strategic execution criteria, criteria relating to shareholder alignment and investor relations, interaction and communication with the board, performance relative to the responsibilities associated with being publicly traded company, organizational development and leadership skills.

6. <u>Plan Administration</u>

The Plan shall be administered by the Committee, which shall have full and exclusive power to interpret this Plan and to adopt such rules, regulations and guidelines for carrying out this Plan as it may deem necessary or appropriate in its sole discretion. All decisions of the Committee shall be binding and conclusive on the participants. The Committee shall determine all terms and conditions of the bonus awards.

No member of the Committee shall be liable for anything done or omitted to be done by him or by any member of the Committee in connection with the performance of any duties under this Plan, except for his own willful misconduct or as expressly provided by statute.

7. <u>No Employment Guaranteed</u>

No provision of this Plan hereunder shall confer any right upon any executive officer to continued employment.

8. <u>Governing Law</u>

This Plan and all determinations made and actions taken pursuant hereto, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction.

Exhibit 10.2

EAGLE MATERIALS INC.

CEMENT COMPANIES
SALARIED INCENTIVE COMPENSATION PROGRAM
FOR FISCAL YEAR 2012

1. Purpose

The purpose of the Eagle Materials Inc. Cement Companies Salaried Incentive Compensation Program for Fiscal Year 2012 (the "Plan") is to establish an incentive bonus program which: (i) focuses on the performance of each Cement company subsidiary as well as individual performance; and (ii) aligns the interest of participants with those of the shareholders of Eagle Materials Inc. ("Eagle"). The Plan is adopted by the Compensation Committee of the Board of Directors (the "Committee") under the structure of Eagle Materials Inc. Incentive Plan, as amended, (the "Incentive Plan") and is subject to all the terms and conditions of such Incentive Plan, including, without limitation the limits set forth in Section 8 of the Incentive Plan. The Plan shall be in effect for the fiscal year ending March 31, 2012.

2. Bonus Pool

To insure reasonableness and affordability the available funds for bonus payments are determined as a percent of operating earnings of each of the cement companies of Eagle Materials Inc. The actual percentage may vary from year to year.

For Fiscal Year 2012, the bonus pool for each subsidiary cement company will be equal to 2.25% of each Cement company's operating earnings.

Participants must be employed at fiscal year-end to be eligible for any bonus award. Awards may be adjusted for partial year participation for participants added during a year.

The Committee hereby delegates to the CEO of Eagle all its duties and authorities to grant awards under the Plan except that the Committee shall retain all authority with respect to awards to the Eagle EVP-Cement.

3. Eligibility

The Eagle EVP-Cement/Aggregates and Concrete, the subsidiary cement company Presidents, and his/her direct reports will be participants in the Plan. Additional participants who have management responsibilities or are in a professional capacity that can measurably impact earnings may be recommended by subsidiary cement company Presidents, subject to the approval of the Eagle EVP-Cement/Aggregates and Concrete and the Eagle CEO. The addition of new participants will not affect the total pool available but will in effect dilute the potential bonuses of the original participants.

A participant must be an exempt salaried manager or professional. No hourly or non-exempt employee may participate. Participants in this plan may not participate in any other company incentive plan with monetary awards, except for the Cement Companies Long-Term Compensation Program, the Eagle Materials Long-Term Compensation Program and the Eagle Materials Special Situation Program.

4. Allocation of Pool

The Eagle EVP-Cement/Aggregates and Concrete will be eligible for **20% - 25%** of the total of all subsidiary cement pools which percentage shall be recommended by the CEO and shall be approved by the Committee. The subsidiary cement company Presidents will be eligible for **20% - 30%** of the pool funded from their respective subsidiary company which percentage shall be recommended by the Eagle EVP-Cement/Aggregates and Concrete and approved by the Eagle CEO. The subsidiary cement company Presidents will recommend the distribution of the remainder of their subsidiary company pool. For each participant in the Plan, the maximum annual bonus award opportunity is represented by the percentage of the applicable pool assigned to such participant. The participants in the Plan and their percentage of the pool will require approval of the Eagle EVP-Cement/Aggregates and Concrete and Eagle Materials CEO (except for the Eagle EVP-Cement/Aggregates and Concrete and his percentage which shall be approved by the Committee) at the beginning of the fiscal year for which the bonus is being earned. For example:

Participant	*% of Pool Available*
Eagle EVP-Cement/Aggregates and Concrete	20%
Company President	26%
Plant Manager	15%
Vice President, Sales	12%
Vice President, Finance	8%
Production Manager	7%
Maintenance Manager	7%
Others	5%
Total	**100%**

The subsidiary cement company President's bonus opportunity shall be 50% specific, objective goals and 50% discretionary taking into consideration overall job performance and compliance with Eagle Materials Policies and Code of Ethics. All participants in the Plan must have the ability to significantly affect the performance of the subsidiary company by achieving measurable, quantifiable, objectives. The subsidiary cement company Presidents will determine the objective and discretionary balance of bonus opportunities for the other participants in their companies, subject to approval by the Eagle EVP-Cement/Aggregates and Concrete and Eagle Materials CEO.

5. Objective Criteria

At the beginning of the fiscal year goals and objectives shall be established for each participant.

Objective setting is essential to an effective incentive compensation plan and should be measurable and focus on areas that have meaningful impact on our operational performance. Having selected objectives, it is also important to establish a reference point for that objective which indicates expected performance.

In addition to consideration of the budget plan as a reference, we will consider historic performance of a facility, equipment design standards, industry standards, comparable values from other companies or like situations and any other qualified source or established reference points or basis for determining performance.

To illustrate the need for the selection of an objective, the reference point and how performance deviation from the reference point is judged, take safety, for example. Let's suppose a company plans 0 lost time accidents, which is reasonable to plan. If they have 1 lost time accident, is the performance a total failure, poor, fair or reasonable? If they have 2 lost time accidents, is the performance unacceptable, poor, fair or reasonable? From this information it would be difficult to assess their overall safety performance. We could give consideration to the number of incidents requiring doctor's treatment. We could include an evaluation of worker's compensation claims or dollars spent. As an alternative to these, we could use industry statistics available from an authoritative source such as MSHA or PCA which show accident frequency and severity ratio for comparable facilities. We could establish a mean or average as our reference point, based on accident frequency and severity, and agree to a bonus adjustment according to our percentile ranking with comparable industry.

Another example might be the case of a kiln chain system that is allowed to deteriorate. This would tend to lower thermal efficiency and clinker production rate, but could increase kiln available hours because we didn't take the necessary down time to repair the chain system. A plan built on this premise might have TPH clinker production and BTU per ton statistics lower than historical performance but kiln up time shown as higher. Rather than using plan as the reference point for these criteria, we might use historical performance for TPH clinker, BTU/ton and a combination of historical and industry average for kiln up time. The intent would be to cause a focus on the issue of <u>not</u> deferring maintenance.

Because our basic products are commodities, the level of prices in a given market area is established by supply and demand over which local management has little influence. Through price leadership, local management can affect prices in a small range around supply-demand equilibrium. Accordingly, one of the performance criteria might still be pricing, but this does not indicate that an overall bad or good market is itself a performance indicator of local management. For bonus purposes, they should neither be penalized nor rewarded for the general economic conditions.

Fixed assets is another area over which local management exercises limited control. Each manager basically has to work with the fixed assets he is assigned. Local management can exercise considerable control over current assets such as receivables and inventory but, as a heavily capitalized industry with limited transportability, local management essentially has to do the best they can with the PP&E they are assigned.

Typical examples for consideration:

- Sales
    - Volumes, tons
    - Mill nets

- Gross Margins
- Accuracy of monthly reprojections
- Production costs
- Terminal Expenses
- Controlling capital projects
- Safety
- Housekeeping & Appearance
- Production - Efficiency
  - Clinker tons per hour
  - Cement tons per hour
  - BTU's per ton of clinker
  - % utilization on kiln
- Productivity
  - Clinker tons per year
  - Cement tons per year
- Overhead Cost
  - T & E
  - Bad debt expense
- Working capital –
  - Reducing spare parts inventory
  - Receivables - stated as DSO
  - Inventory R&O, raw materials, fuel, payables or process
- Quality –
  - Cement uniformity, specific product application
  - Clinker standard deviation
- Long-term planning
  - Reserves
  - Environmental compliance
  - Maintenance - protection of assets
- Personnel
  - Organization
  - Training
  - Replacement
  - Union relations
- Other profits
  - Sale of surplus assets
  - Lease or rental income

6. Measuring Performance

At the close of the fiscal year: (i) each subsidiary cement company President will review the overall performance of each participant in such subsidiary and each such participant's achievement of the goals and objectives submitted at the beginning of the year and recommend to the Eagle EVP-Cement/Aggregates and Concrete distribution of the bonus pool to the participants; and (ii) the Eagle CEO will review the performance of the Eagle EVP-Cement/Aggregates and Concrete versus the objectives submitted at the beginning of the year and recommend to the Committee a distribution to the Eagle EVP-Cement/Aggregates and Concrete. Distribution of the bonus pool to all participants, other than the Eagle EVP-Cement/Aggregates and Concrete, requires approval of both the Eagle EVP-Cement/Aggregates and Concrete and the Eagle CEO. Distributions to the Eagle EVP-Cement/Aggregates and Concrete requires the recommendation of the Eagle CEO and the approval of the Committee.

Any portion of the Company Operating Pool not paid out (unearned) or forfeited will be added to the Special Situation Program (the "SSP") at Corporate.

7. <u>No Employment Guaranteed</u>

No provision of this Plan hereunder shall confer any right upon any participant to continued employment.

8. <u>Governing Law</u>

This Plan and all determinations made and actions taken pursuant hereto, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction.

Exhibit 10.3

EAGLE MATERIALS INC.

CONCRETE AND AGGREGATES COMPANIES
SALARIED INCENTIVE COMPENSATION PROGRAM
FOR FISCAL YEAR 2012

1. Purpose

The purpose of the Eagle Materials Inc. Concrete and Aggregates Companies Salaried Incentive Compensation Program for Fiscal Year 2012 (the "Plan") is to establish an incentive bonus program which: (i) focuses on the performance of each Concrete and Aggregates company as well as individual performance; and (ii) aligns the interest of participants with those of the shareholders of Eagle Materials Inc. ("Eagle"). The Plan is adopted by the Compensation Committee of the Board of Directors of Eagle (the "Committee") under the structure of Eagle Materials Inc. Incentive Plan, as amended, (the "Incentive Plan") and is subject to all the terms and conditions of such Incentive Plan, including, without limitation the limits set forth in Section 8 of the Incentive Plan. The Plan shall be in effect for the fiscal year ending March 31, 2012.

2. Bonus Pool

To insure reasonableness and affordability the available funds for bonus payments are determined as a percent of earnings of the concrete and aggregates companies of Eagle. The actual percentage may vary from year to year.

For Fiscal Year 2012, the bonus pool for each concrete and aggregates company shall be equal to 2.25% of each company's operating earnings.

Participants must be employed at fiscal year-end to be eligible for any bonus award. Awards may be adjusted for partial year participation for participants added during a year.

The Committee hereby delegates to the CEO of Eagle all its duties and authorities to grant awards under the Plan except that the Committee shall retain all authority with respect to awards to the Eagle EVP-Concrete and Aggregates.

3. Eligibility

The Eagle EVP-Cement/Aggregates and Concrete, the subsidiary concrete/aggregates company Presidents, V.P. Sales and Plant Managers will be in the Plan. Additional participants who have management responsibilities or are in a professional capacity that can measurably impact earnings may be recommended by subsidiary company presidents subject to the approval of the Eagle EVP-Cement/Aggregates and Concrete and Eagle CEO. The addition of new Plan participants will not affect the total pool available but will in effect dilute the potential bonuses of the original participants.

A participant must be an exempt salaried manager or professional. No hourly or non-exempt employee may participate. Participants in this Plan may not participate in any other company incentive plan with monetary awards, except for the Concrete and Aggregates Companies' Long-Term Compensation Program, the Eagle Materials Long-Term Compensation Program and the Eagle Materials Special Situation Program.

4. Allocation of Pool

The Eagle EVP-Cement/Aggregates and Concrete will be eligible for **20% – 25%** of the total of all subsidiary concrete/aggregates pools which percentage shall be recommended by the CEO and shall be approved by the Committee. The subsidiary concrete/aggregates company Presidents will each be eligible for **20%** – **40%** of the pool funded from their respective subsidiary company which percentage shall be recommended by the Eagle EVP-Cement/Aggregates and Concrete and approved by the Eagle CEO. The subsidiary concrete/aggregates company Presidents will recommend the distribution of the remainder of their subsidiary company pool. For each participant, the maximum annual bonus award opportunity is represented by the percentage of the applicable pool assigned to such participant. The participants in the Plan and their percentage of the applicable pool will require approval of the Eagle EVP-Cement/Aggregates and Concrete and Eagle CEO (except for the Eagle EVP-Cement/Aggregates and Concrete and his percentage which shall be approved by the Committee) at the beginning of the fiscal year for which the bonus is being earned.

The subsidiary concrete/aggregates company President's bonus opportunity shall be 50% specific, objective goals and 50% discretionary taking into consideration overall job performance and compliance with Eagle Policies and Code of Ethics. All participants in the Plan must have the ability to significantly affect the performance of the subsidiary company by achieving measurable, quantifiable, objectives. The subsidiary company Presidents will determine the objective and discretionary balance of bonus opportunities for the other participants in their companies subject to approval by the Eagle EVP-Cement/Aggregates and Concrete and the Eagle CEO.

5. Objective Criteria

At the beginning of the fiscal year goals and objectives shall be established for each participant.

Objective setting is essential to an effective incentive compensation plan and should be measurable and focus on areas that have meaningful impact on our operational performance. Having selected objectives, it is also important to establish a reference point for that objective which indicates expected performance.

In addition to consideration of the budget plan as a reference, we will consider historic performance of a facility, equipment design standards, industry standards, comparable values from other companies or like situations and any other qualified source or established reference points or basis for determining performance.

To illustrate the need for the selection of an objective, the reference point and how performance deviation from the reference is judged, let's look at safety as an example. Let's suppose a company plans 0 lost time accidents, which is reasonable to plan. If they have 1 lost time accidents, is the performance a total failure, poor, fair or reasonable? If they have 2 lost time accidents, is the performance unacceptable, poor, fair or reasonable? From this information it would be difficult to assess their overall safety performance. We could give consideration to the number of incidents requiring doctor’s treatment. We could include an evaluation of worker’s compensation claims or dollars spent. As an alternative to these, we could use industry statistics available from an authoritative source such as MSHA or OSHA which show accident frequency and severity ratio for comparable facilities. We could establish a mean or average as our reference point, based on accident frequency and severity, and agree to a bonus adjustment according to our percentile ranking with comparable industry.

Because our basic products are commodities the level of prices in a given market area are established by supply and demand over which local management has little influence. Through price leadership, local management can affect prices in a small range around supply-demand equilibrium. Accordingly, one of the performance criteria might still be pricing but this does not indicate that an overall bad or good market is itself a performance indicator of local management. For bonus purposes, they should neither be penalized nor rewarded for the general economic conditions.

Fixed assets is another area over which local management exercises limited control. Each manager basically has to work with the fixed assets he is assigned. Local management can exercise considerable control over current assets such as receivable and inventory but, as a heavily capitalized industry with limited transportability, local management essentially has to do the best they can with the PP&E they are assigned.

Typical examples for consideration:

- Sales
  - Volumes – cubic yards, tons
  - Price – cubic yards, tons
- Costs
  - Per yard of dry materials
  - Per ton of aggregates (produced)
  - Maintenance per cubic yard
  - Delivery per cubic yard
- Gross margins
- Accuracy of monthly reprojections
- Safety
- Housekeeping & Appearance Production - Efficiency
  - Concrete yards per truck
  - Concrete yards per batch plant
  - % utilization of dry/wet plants
- Productivity
  - Man hours per concrete yard - plant
  - Man hours per concrete yard – delivery
  - Aggregates - TPH
- Overhead Cost
  - T & E
  - Bad debt expense

- Working capital -
    - Receivables - stated as DSO
    - Inventory R&O, raw materials, fuel, payables or process
- Quality - Uniformity, specific product application
- Long-term planning
    - Reserves
    - Environmental compliance
    - Maintenance - protection of assets
- Personnel
    - Organization
    - Training
    - Union relations
- Other profits
    - Associated business lines
    - Sale of surplus assets
    - Lease or rental income

6. <u>Measuring Performance</u>

At the close of the fiscal year each subsidiary concrete/aggregates company President will review the overall performance of each participant in such subsidiary and each such participant's achievement of the goals and objectives submitted at the beginning of the fiscal year and recommend to the Eagle EVP-Cement/Aggregates and Concrete distribution of the pool to the participants (in such subsidiary). Distribution of the pool to participants other than the Eagle EVP-Concrete and Aggregates requires approval of the Eagle CEO. Distribution of any portion of the pool to the Eagle EVP-Cement/Aggregates and Concrete requires the recommendation of the Eagle CEO and the approval of the Committee.

Any portion of the Company Operating Pool not paid out (unearned) or forfeited will be added to the Special Situation Program (the "SSP") at Corporate.

7. <u>No Employment Guaranteed</u>

No provision of this Plan hereunder shall confer any right upon any participant to continued employment.

8. <u>Governing Law</u>

This Plan and all determinations made and actions taken pursuant hereto, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction.

EAGLE MATERIALS INC.

SPECIAL SITUATION PROGRAM
FOR FISCAL YEAR 2012

1. The Eagle Materials Inc. Special Situation Program for Fiscal Year 2012 (the “SSP” or the “Plan”) shall be funded by: (i) **0.35%** of Eagle Material Inc.’s operating earnings (before corporate general and administrative expenses); (ii) the portions of subsidiary company and corporate annual incentive compensation bonus pools not paid out (not earned); and (iii) the portion of the subsidiary companies long-term compensation plans not paid out (not earned). All full-time employees of Eagle Materials Inc. (“Eagle” or the “Company”) or a subsidiary company will be eligible to receive an SSP award.

A. An SSP award is intended to recognize outstanding individual performances during the current fiscal year based on contributions that dramatically improve the Company’s profitability or worth.

B. An SSP award may also be made to individuals at Eagle or at subsidiary companies whose operating profit has been adversely affected by market conditions in order to recognize superior performance of the participants at those companies.

C. SSP funds not awarded may be retained by the Company for use in future fiscal years.

2. SSP awards may be recommended by subsidiary company Presidents, Eagle EVP’s and/or the Eagle Chief Executive Officer (“CEO”). The approval of the Eagle CEO is required for all SSP awards. For senior executive officers who are required to make disclosures under Section 16 of the Securities Exchange Act of 1934, as amended (“Executive Officers”), an SSP award shall be approved by the Compensation Committee of the Board of Directors of Eagle (the “Committee”).

3. The SSP shall be administered by the CEO, who shall have full and exclusive power to interpret the Plan and to adopt such rules, regulations and guidelines for carrying out this Plan as the CEO may deem necessary or appropriate in the CEO’s sole discretion. All decisions of the CEO shall be binding and conclusive on the participants. Notwithstanding the foregoing, any matter affecting an SSP award to an Executive Officer (including, without limitation, any interpretation of the Plan or the adoption of any rules, regulations or guidelines affecting an award to an Executive Officer) shall be approved by the Committee. Any decision by the Committee with respect to an Executive Officer shall be final and binding.

4. This Plan and all determinations made and actions taken pursuant hereto, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction.