# IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

BUILDING MATERIALS HOLDING

CORPORATION, et al.,

BUILDING MATERIALS HOLDING

Solve No. 09-12074 (KJC)

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Related to Docket No. 762

# OBJECTION TO NOTICE OF (I) POSSIBLE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (II) FIXING OF CURE AMOUNTS IN CONNECTION THEREWITH, AND (III) DEADLINE TO OBJECT THERETO

COMES NOW, GlassCraft Door Company, Respondent, filing its Objection to Notice of
(I) Possible Assumption of Executory Contracts and Unexpired Leases, (II) Fixing of Cure
Amounts in Connection Therewith and (III) Deadline to Object Thereto, and would show unto
the Court as follows:

1. The Debtors' Notice indicates a "Cure Amount" of \$0.00 for a "Purchase Order with BMC West Corporation," implying such purchase order is an executory contract. According to its books and records, GlassCraft Door Company has no open purchase orders with the Debtors, and thus, no executory contract to be assumed or rejected. Accordingly, GlassCraft Door Company files this Objection to the assumability of an executory contract that does not exist.

WEHREFORE, PREMISES CONSIDERED, Respondent prays that upon full hearing hereof, its Objection be sustained and it further prays for all other relief for which it may be entitled.

Dated: December 2, 2009

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Attorneys for GlassCraft Door Company

#737706v1

# **CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the 2<sup>nd</sup> day of December, 2009, a copy of the Objection to Notice of (I) Possible Assumption of Executory Contracts and Unexpired Leases, (II) Fixing of Cure Amounts in Connection Therewith, and (III) Deadline to Object Thereto was served as indicated upon the following counsel.

## **VIA HAND DELIVERY**

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