

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

**IN RE:** ) **Chapter 11**  
)  
**BUILDING MATERIALS** ) **Case No. 09-12074 (KJC)**  
**CORPORATION, et al.** ) **Jointly Administered**  
)  
**Debtors.** ) **Hearing Date: December 10, 2009 at 11:00 a.m.**  
) **Objection Date: December 3, 2009**

**BRAZOS FOREST PRODUCTS L.P.'S OBJECTION TO THE 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**

Brazos Forest Products, L.P. (“Brazos”), hereby files this Objection to the 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 Brazos will show as follows:

**I. Relevant Background**

1. On June 16, 2009, each of the Debtors filed a voluntary petition for relief under Chapter 11 on Title 11 of the United States Code.
2. On October 22, 2009, the Debtors filed their 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 (“Notice”).
3. In this Notice, the Debtors seek to assume and assign a particular Assumed Contract: Purchase Order with BMC West Corporation (“Contract”).
4. Further, the Notice alleges that the cure amount pursuant to 11 U.S.C. § 365(b)(1)(A) in connection with the assumption of the Contract is \$0.00.

## **II. Objection**

5. Bankruptcy Code Section 365(b) requires that a debtor must cure any default, or provide adequate assurance of prompt cure, in order to assume an executory contract.

6. Brazos asserts this Objection to object to the Debtor's proposed cure amount. According to Brazos' records, as well as its proof of claim [Claim No. 2567], which is incorporated herein, Debtors owe \$10,744.80 under the Contract, which must be cured upon the assumption of the Contract.

7. Because the Notice alleges that the cure amount for the Contract is \$0.00, Brazos objects to the assumption of the Contract to the extent that Debtors do not provide the proper cure amount to Brazos under 11 U.S.C. § 365(b).

## **III. Reservation of Rights**

8. By submitting this Objection and objecting only to the proposed cure amount, Brazos does not waive and hereby reserves any and all objections to any proposed assumption of the Contract, including whether such Contract is executory.

## **IV. Conclusion & Prayer**

WHEREFORE, for the foregoing reasons, Brazos respectfully requests that the Court sustain this Objection, require payment of the actual cure amount of \$10,744.80 for the assumption of the Contract, and grant such other and further relief as this Court deems just and proper.

Dated: December 3, 2009

SEITZ VAN OGTROP & GREEN PA

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**ATTORNEYS FOR BRAZOS  
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**CERTIFICATE OF SERVICE**

I, Patricia P. McGonigle, hereby certify that a true and correct copy of the foregoing Objection has been filed with the Court on this 3<sup>rd</sup> day of December, 2009, via CM/ECF and served in the manner so noted on the following:

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*/s/ Patricia P. McGonigle*

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Patricia P. McGonigle (DE3126)