

09-12075-172

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NOV 3 11 14 AM '09

December 2, 2009

CLERK OF THE BANKRUPTCY COURT
824 N MARKET ST, 3RD FLOOR
WILMINGTON, DE 19801

To Whom It May Concern:

Re: SelectBuild Arizona, LLC Cure Notice

The purpose of this letter is to file and serve an objection, in writing setting forth with specificity any and all objections to Exhibit 1 Cure Notice showing a Cure Amount of \$0.00.

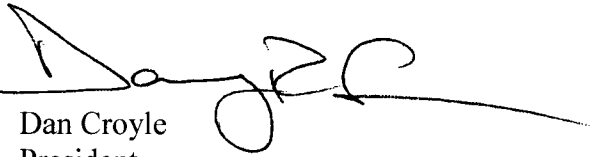
Attached are copies of the invoices still owed to us in the amount of \$2652.00 that were incurred during the bankruptcy period.

We have already previously filed a Proof of Claim.

If you have any further questions, please contact us at **602-431-0068**.

Sincerely,

FIRST CUT SAWING AND BREAKING, INC.


Dan Croyle
President



Invoice

Invoice Number:
32084

Invoice Date:
May 19, 2009

Page:
1

FIRST CUT SAWING AND BREAKING, INC.
3634 E SOUTHERN AVE, STE 6
PHOENIX, AZ 85040

Voice: 602-431-0068

Fax: 602-431-3185

Sold To:
SELECT-BUILD ARIZONA, LLC
7777 N 70TH AVE
GLENDALE, AZ 85303-1334

Job # / Name / Address:
20913 N 104TH ST
SCOTTSDALE

Customer ID SELECT	Customer PO 81282-215	Payment Terms Net 30 Days
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Job Date 5/6/09	Due Date 6/18/09
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Item	Description	Unit Price	Extension
	146' X 1"	583.00	583.00
	80' X 1" DECO		
	120' X 4.5" CONCRETE FOR DEMO		

Subtotal	583.00
Sales Tax	
Total Invoice Amount	583.00
Payment Received	0.00
TOTAL	583.00

Check No:





Invoice

Invoice Number:

32135

Invoice Date:

May 20, 2009

Page:

1

FIRST CUT SAWING AND BREAKING, INC.
3634 E SOUTHERN AVE, STE 6
PHOENIX, AZ 85040

Voice: 602-431-0068

Fax: 602-431-3185

Sold To:

SELECT-BUILD ARIZONA, LLC
7777 N 70TH AVE
GLENDALE, AZ 85303-1334

Job # / Name / Address:

7618 E UNIVERSITY
MESA

Customer ID	Customer PO	Payment Terms	
SELECT	81684-176	Net 30 Days	
		Job Date	Due Date
		5/8/09	6/19/09
Item	Description	Unit Price	Extension
	5747' X 1" GREEN & WET VAC	2,069.00	2,069.00

Check No:

Subtotal	2,069.00
Sales Tax	
Total Invoice Amount	2,069.00
Payment Received	0.00
TOTAL	2,069.00

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:)	Chapter 11
)	
BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , ¹)	Case No. 09-12074 (KJC)
)	
Debtors.)	Jointly Administered
)	
)	Cure Objection Deadline: December 3, 2009 at 4:00 p.m. (ET)
)	

**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**

PLEASE TAKE NOTICE that on July 13, 2009, Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "*Debtors*"), filed in the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") the Debtors' Motion for an Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, including (A) Approving the Form and Manner of Distribution of Solicitation Packages, (B) Approving the Form and Notice of the Confirmation Hearing, (C) Establishing a Record Date and Approving Procedures for Distribution of Solicitation Packages, (D) Approving Forms of Ballots, (E) Establishing the Deadline for Receipt of Ballots, and (F) Approving the Procedures for Vote Tabulations; (III) Establishing the Deadline and Procedures for Filing Objections to (A) Confirmation of the Plan, and (B) Proposed Cure Amounts Related to Contracts and Leases Assumed under the Plan; and (IV) Granting Related Relief (the "*Solicitation Procedures Motion*"). Pursuant to the Solicitation Procedures Motion, the Debtors sought Bankruptcy Court approval of, among other things, certain procedures for the fixing of Cure Amounts (as defined below) in connection with the Debtors' potential assumption of certain executory contracts and unexpired leases (each, a "*Contract*," and collectively, the "*Contracts*") pursuant to the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 22, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "*Plan*"),² and the deadline to object to Cure Amounts and the Debtors' potential assumption of the Contracts under the Plan.

PLEASE TAKE FURTHER NOTICE that on the schedule attached hereto as *Exhibit 1*, the Debtors have indicated the amounts (in each instance, the "*Cure Amount*") that the Debtors believe must be paid to you, as the non-Debtor party to the Contract(s) scheduled on *Exhibit 1*, in order to cure all monetary defaults under the respective Contract(s) in the event that the Debtors, in their sole discretion, assume any such Contract(s).

PLEASE TAKE FURTHER NOTICE that if you object to the Cure Amount for any Contract scheduled on *Exhibit 1*, whether or not you have previously filed a proof of claim in these chapter 11 cases with respect to amounts due under the applicable Contract, or object to the proposed assumption of such Contract under the Plan, you are required to file and serve an objection (an "*Objection*"), in writing, setting forth with specificity any and all cure obligations that you assert must be cured or satisfied in respect of the Contract and/or any and all objections to the potential assumption of such Contract, together with all documentation supporting such Objection. Any objections must be filed on or before **December 3, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the "*Cure Objection Deadline*") with the clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 together with proof of service, and served, in a manner as will cause such objection to be actually received on or before the Cure Objection Deadline, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

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Debtors; (iii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iv) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (v) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahan, Esq.).

PLEASE TAKE FURTHER NOTICE that if an Objection is timely filed and not settled, the Court shall determine the amount of any disputed Cure Amount or adjudicate such Objection at a hearing to be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 at the time of the hearing to consider confirmation of the Plan (December 10, 2009 at 11:00 a.m. (prevailing Eastern Time)) (the "**Confirmation Hearing**"), or such other hearing date to which the Debtors and you may mutually agree and/or the Court may order. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so, and the Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that in the event that no Objection is timely filed with respect to a Contract, you shall be deemed to have consented to the assumption of the Contract and the Cure Amount and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**"), or otherwise with respect to the Contract from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Objection is filed with respect to a Contract, upon the effective date of the Plan, the Reorganized Debtors and you shall enjoy all of the rights and benefits under the Contract without the necessity of obtaining any party's written consent to the Debtors' assumption of the Contract, and you shall be deemed to have waived any right to object, consent, condition, or otherwise restrict the Debtors' assumption of the Contract.

PLEASE TAKE FURTHER NOTICE that if you agree with the assumption of your Contract and the Cure Amount indicated, you need not take any further action.

PLEASE TAKE FURTHER NOTICE that the inclusion of a Contract on *Exhibit 1* (a) is without prejudice to any of the Debtors' rights to modify their election to assume or to reject such Contract prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming such Contract assumed or rejected, (b) is not a final determination that such Contract will, in fact, be assumed, and (c) shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Dated: Wilmington, Delaware
October 22, 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Sean M. Beach (No. 4070)
Donald J. Bowman, Jr. (No. 4383)
Robert F. Poppiti, Jr. (No. 5052)
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 19801
Telephone: (302) 571-6731
Facsimile: (302) 571-1253

GIBSON, DUNN & CRUTCHER LLP
Michael A. Rosenthal (admitted *pro hac vice*)
Matthew K. Kelsey (admitted *pro hac vice*)
200 Park Avenue, 47th Floor
New York, NY 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

Attorneys for Debtors and Debtors in Possession

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Dated: Wilmington, Delaware
October 22, 2009

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Facsimile: (212) 351-4035

Attorneys for Debtors and Debtors in Possession

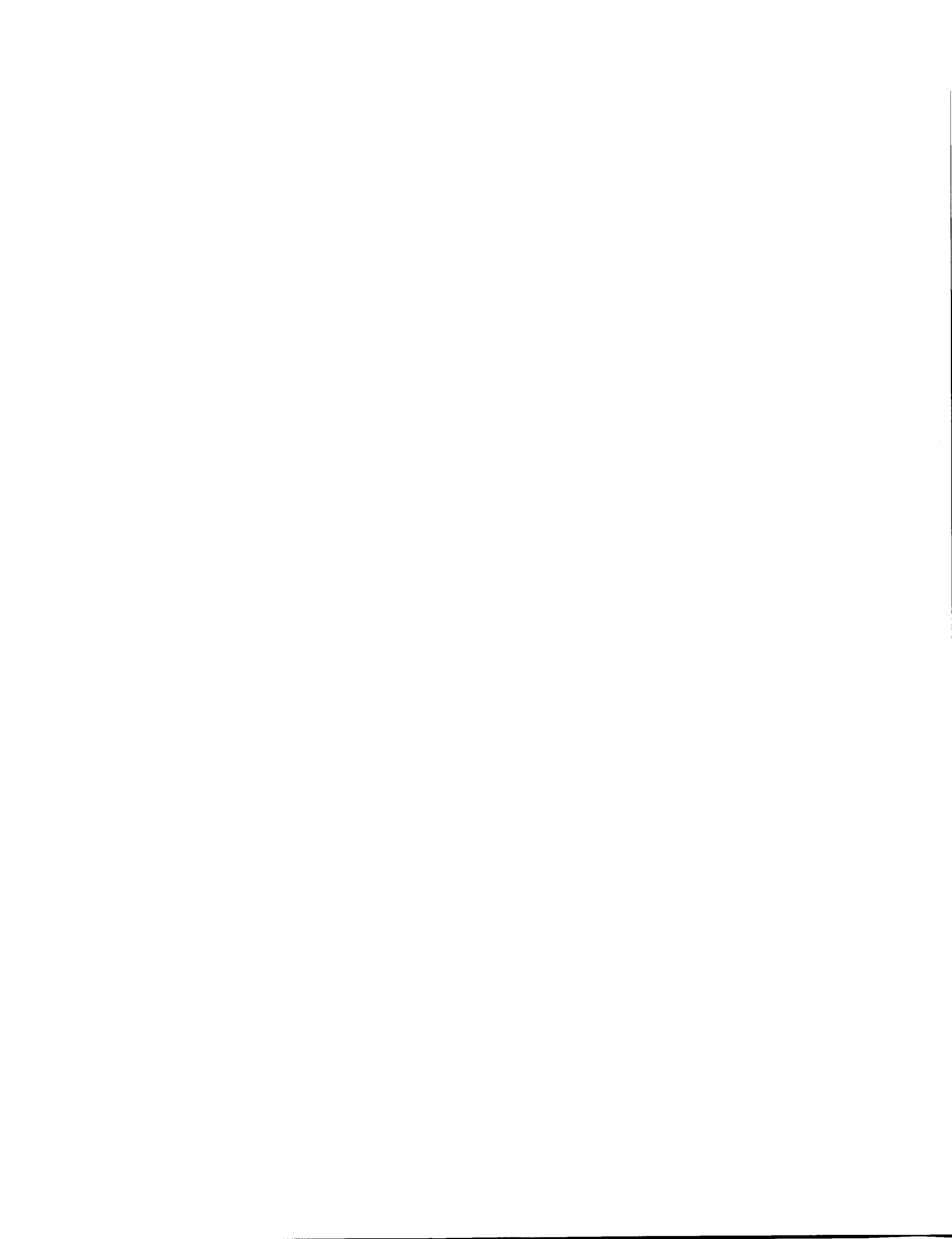


EXHIBIT 1
TO CURE NOTICE

Description of Assumed Contract	Cure Amount
PURCHASE ORDER WITH SELECTBUILD ARIZONA, LLC	\$0.00

The Garden City Group, Inc.
Attn: Building Materials Holding Corp.
P.O. Box 9393
Dublin, OH 43017-4293

IMPORTANT - TIME SENSITIVE
BANKRUPTCY COURT DOCUMENTS ENCLOSED



01128981

BMC0275787103

FIRST CUT SAWING & BREAKING
3634 E. SOUTHERN AVE.
PHOENIX, AZ 85040