

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

In re:	:	Chapter 11
	:	
BUILDING MATERIALS HOLDING CORPORATION, et al., ¹	:	Case No. 09-12074 (KJC)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	

**LIMITED OBJECTION OF INFOR GLOBAL SOLUTIONS (MICHIGAN),
INC. 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**

Infor Global Solutions (Michigan), Inc. (“Infor”) submits this limited objection and reservation of rights (the “Limited Objection”) to the above-captioned debtors and debtors-in-possession (the “Debtors”) 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 (the “Notice”). In support of its Reservation of Rights, Infor respectfully represents as follows:

¹ The Debtors and the last four digits of each of the Debtors’ federal tax identification numbers are as follows: (a) Building Materials Holding Corporation (4269), (b) BMC West Corporation (0454), (c) SelectBuild Construction, Inc. (1340), (d) SelectBuild Northern California, Inc. (7579), (e) Illinois Framing, Inc. (4451), (f) C Construction, Inc. (8206), (g) TWF Construction, Inc. (3334), (h) H.N.R. Framing Systems, Inc. (4329), (i) SelectBuild Southern California, Inc. (9378), (j) SelectBuild Nevada, Inc. (8912), (k) SelectBuild Arizona, LLC (0036), and (l) SelectBuild Illinois, LLC (0792).

BACKGROUND

1. On or about June 16, 2009 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. The Debtors are operating and managing their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. Prior to the Petition Date, Infor, as successor-in-interest to NxTrend Technology, Inc. (“NxTrend”), and the Debtor Building Materials Holding Corporation (“BMHC”) are parties to that certain Software License, Maintenance and Support Agreement, dated March 9, 1999 (together with all amendments, addenda, supplements or related invoices, purchase orders or other documents, the “License Agreement”)², pursuant to which Infor granted to BMHC a certain non-transferable and non-exclusive license to use copyrighted software and computer programs (collectively, the “Software”) owned by Infor. Upon information and belief, the Debtors installed the Software on computer equipment throughout their operations.

4. The License Agreement prohibits BMHC from assigning, transferring, selling or encumbering the Software to third parties without the prior written consent of NxTrend, and Infor, as successor in interest. (License Agreement, ¶¶ 2.1 and 7.19.)

5. On June 11, 2009, Infor and BMHC entered into the Support Renewal Amendment,³ pursuant to which Infor agreed to provide support services for the Software for the period of July 1, 2009 to June 30, 2010. Pursuant to the Support Renewal Amendment, BMHC

² The License Agreement contains confidential information. Copies of the License Agreement will be provided upon reasonable request.

³ The Support Renewal Amendment contains confidential information. Copies of the

is obligated to pay quarterly support service fees in the amount of \$41,684.36. To date, BMHC has made three of the four quarterly payments to Infor.

6. On October 22, 2009, the Debtors filed the Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 21, 2009 (the "Plan") and the Disclosure Statement for the Plan (the "Disclosure Statement"). Pursuant to the Plan and Disclosure Statement, the Debtors will continue operate their business as Reorganized Debtors (as defined in the Plan).

7. Pursuant to paragraph 6.1 of the Plan, all executory contracts and unexpired leases not previously assumed or rejected pursuant to an order entered by the Court prior to the Effective Date (as defined in the Plan) of the Plan, not included on a motion to reject or assume executory contracts that is filed with the Court prior to the Effective Date of the Plan, or specifically rejected pursuant to the Plan will be assumed by the Reorganized Debtors as of the Effective Date of the Plan. As of this date, the License Agreement has not been rejected or assumed.

8. On or about October 22, 2009, the Debtors served the Notice, which includes a list of executory contracts and unexpired leases the Debtors desire to assume pursuant sections 365 of the Bankruptcy Code. The Notice includes a generic reference to a software license with Infor as an executory contract to be assumed by the Debtors. The Notice asserts that the cure amount necessary to assume the executory contract is \$0.⁴

Support Renewal Amendment will be provided upon reasonable request.

⁴ As noted in paragraph 5 of the Limited Objection, pursuant to the Support Renewal Amendment, the fourth quarterly support service fee in the approximate amount of \$41,684.36 will be due and owing to Infor on or before March 31, 2010. Under section 365(b)(1)(C), a debtor-in-possession must provide adequate assurance of future performance under the assumed executory contract. Infor reserves all rights in this

LIMITED OBJECTION

9. Infor granted BMHC a non-exclusive license for the limited use of the copyrighted Software, and transferred neither title nor any proprietary rights to BMHC with respect to the Software.

10. Infor objects to the assumption of its executory contract with the Debtor to the extent the Debtors have not clearly identified the executory contract to be assumed by the Reorganized Debtors. Infor seeks clarification from the Debtors that the Reorganized Debtors are, in fact, assuming the License Agreement, including the Support Renewal Amendment and all other amendments, addenda, supplements or related invoices, purchase orders or other documents.

11. Infor also objects to the assumption of the License Agreement by the Reorganized Debtors to the extent that the Reorganized Debtors have not expressed their intentions to abide by the terms of the License Agreement, specifically the prohibition on assigning, transferring, selling or encumbering the Software. *See* License Agreement, ¶¶ 2.1 and 7.19.

RESERVATION OF RIGHTS

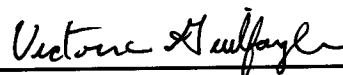
12. Infor reserves all rights, claims and defenses against or with respect to the Debtors and all third parties, including without limitation, claims under the License Agreement and federal copyright law.

respect and leaves the Debtors to their burden of proving, among other things, that the requirements of section 365(b)(1)(C) have been satisfied.

WHEREFORE, Infor requests that the Court enter an order consistent with the Limited Objection and granting such other relief as is just and equitable..

Dated: December 3, 2009

BLANK ROME LLP


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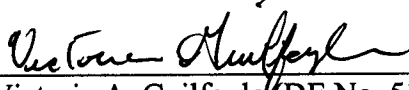
Counsel for Infor Global Solutions
(Michigan), Inc.

CERTIFICATE OF SERVICE

I, Victoria A. Guilfoyle, hereby certify that on December 3, 2009, I caused a copy of the following document to be served upon the parties listed on the attached service list in the manner indicated.

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BLANK ROME LLP

By: 
Victoria A. Guilfoyle (DE No. 5183)

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