

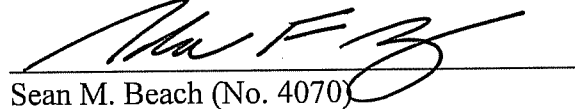
PLEASE TAKE FURTHER NOTICE that, in accordance with the De Minimis Settlement Order, the Debtors hereby provide notice of their entry into that certain Settlement Agreement and Release by and between H.N.R. Framing Systems, Inc., d/b/a SelectBuild, and Bank of America, N.A. (the "Proposed Settlement Agreement"), a copy of which is attached hereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that if any of the Negative Notice Parties have an objection to the Proposed Settlement Agreement (an "Objection"), such parties must file the Objection with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801, and serve such Objection by overnight or hand delivery on the undersigned counsel to the Debtors, so that it is received by no later than **December 28, 2009 at 4:00 p.m. (ET)** (the "Settlement Objection Deadline").

PLEASE TAKE FURTHER NOTICE that in the absence of an Objection prior to the Settlement Objection Deadline, the Debtors may consummate the Proposed Settlement Agreement without further notice or a hearing and such Proposed Settlement Agreement will be deemed fully authorized by the Court.

Dated: Wilmington, Delaware
December 14, 2009

YOUNG CONAWAY STARGATT &
TAYLOR, LLP



Sean M. Beach (No. 4070)
Donald J. Bowman, Jr. (No. 4383)
Robert F. Poppiti, Jr. (No. 5052)
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---- and ----

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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

Proposed Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

The parties to this Settlement Agreement and Release ("Agreement") are H.N.R. Framing Systems, Inc. dba SelectBuild, a California corporation ("H.N.R."), and Bank of America, N.A., a national banking association ("Administrative Agent"), as agent and co-lender, on its own behalf and on behalf of the other lenders (collectively, "Lenders") party to that certain Revolving Credit Facility dated August 25, 2004, between Lenders and Barratt American Incorporated (the "Credit Agreement").

RECITALS

This Agreement is entered into with reference to the following facts:

- A. Pursuant to the Credit Agreement, Lenders agreed to make certain monies available to Barratt American Incorporated ("Barratt"), as borrower, according to the terms of the Credit Agreement.
- B. Barratt performed certain works of improvement including those projects commonly known as (i) Capistrano Phase 13; (ii) Capistrano Phase 14; (iii) Amore @ Vellano; (iv) Magnolia; (v) Villas @ Bellasol; and (vi) Haciendas @ Bellasol (collectively, the "Projects"), located variously in the counties of Riverside, San Diego and San Bernardino, California (collectively, the "Properties"). The source of funding for construction of the Projects may have been, in whole or in part, monies disbursed to Barratt pursuant to the Credit Agreement.

C. H.N.R. or its affiliate, SelectBuild Construction, Inc., entered into written agreements with Barratt to furnish certain labor, material, equipment and services on the Projects.

D. H.N.R. contends it was not paid in full for labor, material, equipment and/ or services it furnished to the Projects.

E. To secure compensation allegedly owed it, H.N.R. recorded certain mechanic's liens (the "Liens") against each of the Properties as follows:

- (i) Mechanic's lien in the amount of \$375,316.00 recorded against the Capistrano Property, Phase 13, on or about November 30, 2007, in the Official Records of the County of Riverside as Document No. 2007-0720896 ("Capistrano Ph 13 Lien").
- (ii) Mechanic's lien in the amount of \$405,210.00 recorded against the Capistrano Property, Phase 14, on or about January 10, 2008 in the Official Records of the County of Riverside as Document No. 2008-0014680 ("Capistrano Ph 14 Lien").
- (iii) Mechanic's lien in the amount of \$893,318.45 recorded against the Amore @ Vellano Property on or about October 5, 2007 in the Official Records of the County of San Bernardino as Document No. 2007-0568189 ("Amore Lien").
- (iv) Mechanic's lien in the amount of \$639,685.60 recorded against the Magnolia Property on or about October 26, 2007 in the Official Records of the County of San Diego as Document No. 2007-0686274 ("Magnolia Lien").

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- (v) Mechanic's lien in the amount of \$66,603.42 recorded against the Haciendas @ Bellasol Property on or about November 9, 2007 in the Official Records of the County of Riverside as Document No. 2007-0683455 ("Haciendas Lien").
- (vi) Mechanic's lien in the amount of \$177,592.02 recorded against the Villas @ Bellasol Property on or about November 9, 2007 in the Official Records of the County of Riverside as Document No. 2007-0683456 ("Villas Lien").

F. To enforce the Liens, H.N.R. recorded the following notices of pendency of action, as amended and/or partially released (the "Lis Pendens Notices"):

- (i) Notice of pendency of action recorded regarding the Capistrano Ph 13 Lien on or about May 1, 2008 in the Official Records of the County of Riverside as Document No. 2008-0225681.
- (ii) Notice of pendency of action recorded regarding the Capistrano Ph 14 Lien on or about July 3, 2008 in the Official Records of the County of Riverside as Document No. 2008-0364165.
- (iii) Notice of pendency of action recorded regarding the Amore Lien on or about January 15, 2008 in the Official Records of the County of San Bernardino as Document No. 2008-0019066.
- (iv) Notice of pendency of action recorded regarding the Magnolia Lien on or about March 19, 2008 in the Official Records of the County of San Diego as Document No. 20008-0146362.

- (v) Notice of pendency of action recorded regarding the Haciendas Lien on or about April 14, 2008 in the Official Records of the County of Riverside as Document No. 2008-0183826.
- (vi) Notice of pendency of action recorded regarding the Villas Lien on or about April 14, 2008 in the Official Records of the County of Riverside as Document No. 2008-0183825.

G. Also to secure compensation allegedly owed it, H.N.R. served the Administrative Agent with bonded stop notices with respect to the Capistrano Ph 14, Magnolia and Amore @ Vellano Projects in the amount of \$380,000.00, \$600,000.00 and \$800,000.00, respectively (the "Stop Notices").

H. To perfect the Liens and enforce the Stop Notices, and to otherwise recover compensation allegedly owed it, H.N.R. filed the following civil actions now pending (collectively, the "Actions"):

- (i) H.N.R. Framing Systems, Inc. v. Barratt American Incorporated, et al., RCSC Case No. RIC 492102 (Capistrano Project – Phase 13);
- (ii) H.N.R. Framing Systems, Inc. v. Barratt American Incorporated, et al., RCSC Case No. RIC 496858 (Capistrano Project – Phase 14);
- (iii) H.N.R. Framing, Inc. v. Barratt American Inc., Bank of America, et al., SBCSC Case No. CIVRS 800052 (Amore @ Vellano Project);
- (iv) H.N.R. Framing Systems, Inc. v. Barratt American Incorporated, et al., SDSC Case No. 37-2008-00050589-CU-BC-NC (Magnolia Project);
- (v) H.N.R. Framing Systems, Inc. v. Barratt American Incorporated, et al., RCSC Case No. RIC 492045 (Villas @ Bellasol Project); and

(vi) H.N.R. Framing Systems, Inc. v. Barratt American Incorporated, et al.,
RCSC Case No. RIC 492049 (Haciendas @ Bellasol Project)

- I. The parties desire to resolve the Actions with respect to one another.
- J. Each party denies liability to the other.

In consideration of the above recitals and agreements contained herein and for other valuable consideration, the parties agree as follows.

AGREEMENT

1. Conditions Precedent to Settlement. This Agreement shall be inoperative, null and void if the following events do not occur.

a. Bankruptcy Court Approval. In June 2009, H.N.R.'s ultimate parent, Building Materials Holding Corp. ("BMHC"), voluntarily initiated reorganization proceedings under Chapter 11 of the U.S. Bankruptcy Code known as United States Bankruptcy Court for the District of Delaware Case No. 09-12074 (KJC) (the "BK Action"). This Agreement is subject to a notice requirement, and if timely objection is made approval of the Bankruptcy Court in the BK Action, pursuant to paragraph 3(d) of the July 16, 2009 Amended Order Authorizing and Approving Omnibus Procedures for Settling Certain Claims, Etc. (the "BK Order"). As soon as Administrative Agent has executed this Agreement, H.N.R. shall also execute the Agreement and shall promptly serve Notice of the Agreement as required by section 3(d) of the BK Order and if a timely objection is received, shall undertake all other actions required by the BK Order to obtain approval of this Agreement in the BK Action. Should such approval not be obtained by January 22, 2010, this Agreement shall be inoperative, null and

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void. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed as a modification to, or relief from, any automatic stay under 11 U.S.C. section 362 applicable to H.N.R.

b. Lenders' Approval. This Agreement is subject to the approval of each and every Lender participating in the Credit Agreement. The Administrative Agent shall undertake all actions necessary to obtain said approval prior to December 14, 2009. Should such approval not be obtained by said date, this Agreement shall be inoperative, null and void.

2. Payment. Not later than thirty (30) days following all of the approvals described in paragraph 1 above being obtained, the Administrative Agent will cause H.N.R. to be paid the sum of Four Hundred Thousand Dollars (\$400,000.00) in the manner set forth in Paragraph 3 below in full and final settlement of all the Actions as to Lenders.

3. Method of Payment. Payment shall be made by check payable to H.N.R. Framing Systems, Inc., Federal Tax ID No. 33-0464329, and forwarded to H.N.R.'s counsel of record, P. Randolph Finch (Marks, Golia & Finch, LLP, 8620 Spectrum Center Blvd., Suite 900, San Diego, California 92123).

4. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs incurred in connection with the Actions. Notwithstanding the foregoing, if a party brings any action or proceeding against the other party for the adjudication and/or enforcement of any rights under this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, incurred in such action or proceeding.

5. Dismissal of Actions with Prejudice. Immediately upon satisfaction of the conditions set forth in paragraph 1 above and the payment described above clearing the bank, H.N.R. shall file a dismissal of the Administrative Agent with prejudice from each of the Actions.

6. Release of Liens and Withdrawal of Lis Pendens Notices. Immediately upon Administrative Agent's execution of this Agreement, and satisfaction of the conditions set forth in paragraph 1 above, H.N.R. shall furnish Administrative Agent, through its counsel of record, Candace L. Matson (Sheppard, Mullin, Richter & Hampton, LLP, 333 S. Hope Street, 48th Floor, Los Angeles, CA 90071), with a release of each of the Liens and a withdrawal of each of the Lis Pendens Notices, all in a form suitable for filing and/or recording. Ms. Matson will hold such releases and withdrawals in trust until the payment described above has cleared the bank, whereupon she is authorized to record each such release, and to file and record each such withdrawal. Should any such release or withdrawal be rejected by a County Recorder's Office, H.N.R. will undertake any steps necessary to render said release or withdrawal capable of being recorded.

7. Release of Stop Notices. Immediately upon Administrative Agent's execution of this Agreement, and satisfaction of the conditions set forth in paragraph 1 above, H.N.R. shall furnish Administrative Agent, through Ms. Matson, with a release of each of the Stop Notices. Ms. Matson is authorized to forward all such releases to the Administrative Agent upon the payment described above having cleared the bank.

8. Release. Conditioned on each party's performance of its respective obligations hereunder, including without limit satisfaction of the conditions set forth in paragraph 1 above, H.N.R. on the one hand, and the Administrative Agent on the other hand, hereby release, acquit and forever discharge one another, and H.N.R. also hereby releases, acquits and forever discharges all of the Lenders (namely, Comerica Bank, Union Bank of California, N.A., RBC Centura Bank and Guaranty Bank, in addition to Bank of America, N.A.), as well as one another's and the Lenders' members, partners, officers, directors, shareholders, employees, attorneys, insurers, sureties, parent companies, subsidiaries, affiliates, representatives, successors, heirs and assigns, of and from any and all claims, actions, causes of action, lawsuits, liability, loss, demands, damages, costs and expenses concerning the matters at issue in the Actions, specifically compensation allegedly owed H.N.R. for labor, material, equipment and services it furnished to the Projects (the "Matters Released").

The parties understand there is a risk that subsequent to the execution of this Agreement, they may discover claims or facts in addition to, or different from, those which they know of, or believe to exist in connection with the Matters Released. Notwithstanding this, and except as otherwise provided herein, it is the parties' intention to assume the risk of such unknown and unanticipated claims with respect to the Matters Released, and to hereby fully, finally and forever settle and release all of the claims, whether known or unknown, which do now exist, which heretofore have existed, or which may exist in the future, with respect to the Matters Released.

As to the Matters Released, this is intended to be a general release. The parties hereto are familiar with Section 1542 of the California Civil Code which provides that

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The parties hereby waive and relinquish all rights and benefits which they have or may have under Section 1542 of the California Civil Code with respect to the Matters Released.

The parties acknowledge that this release was bargained for and that there are no representations by, or conduct of, anyone being relied upon by either of them in entering into this release except as specifically provided herein.

The parties warrant and represent that they have the full and complete right to make the release as specified herein, and that they have not heretofore assigned or transferred, or purported to assign or transfer, to any other person any matter, or portion of any matter, released by them herein.

9. Nothing in the foregoing release is intended or shall be deemed to release any party from its obligations created under this Agreement.

10. Notwithstanding the foregoing, the Matters Released do not include and H.N.R. retains all claims it may have against Barratt and its agents, shareholders, representatives, sureties, insurers, employees, predecessor, successors and/or assigns relating to the Projects.

11. H.N.R. understands and agrees that the negotiations leading to this Agreement, this Agreement itself, and the terms of this Agreement (collectively, the "Terms") are to be kept strictly confidential by H.N.R., and by its officers, directors, shareholders, employees, attorneys, parent companies, subsidiaries, affiliates, representatives, successors, heirs and assigns. H.N.R. represents and warrants that the Terms have not previously been disclosed

and shall not hereafter be disclosed to any other person, except as required by law, subpoena or court order, or as necessary to comply with the BK Order and/ or obtain approval of this Agreement from the Bankruptcy Court in the BK Action, which includes filing and serving a copy of this Agreement on certain parties as required by the BK Order and the fact that once so filed, this Agreement will be a publicly available record.

12. Authority. Each person signing this Agreement on behalf of a party hereto warrants and represents that he or she has authority to sign on behalf of said party and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation of said party, subject only to the conditions precedent set forth in paragraph 1.

13. No Admission of Liability. It is understood and agreed that this settlement is the compromise of doubtful and disputed claims and that it is not to be construed as, and is not, an admission of liability on the part of either party hereto, by each of whom liability is expressly denied.

14. Governing Law. This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, enforced and governed under California law.

15. Retained Jurisdiction/Enforcement. Provided the conditions precedent set forth in paragraph 1 are satisfied, the terms of this Agreement shall be enforceable pursuant to Code of Civil Procedure section 664.6, and the court in the lawsuit identified in Recital H(iv) shall retain jurisdiction over the parties until their performance in full.

16. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

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17. Voluntary Agreement with Benefit of Counsel. The parties hereto, and each of them, acknowledge that, in negotiating and executing this Agreement, they have consulted with, and had the advice of counsel, and that this Agreement is entered into voluntarily after such advice, consultation and the parties' respective independent investigation. Each party has received independent legal advice from its attorneys with respect to the advisability of making the settlement and release provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code Section 1542 and its waiver.

18. Joint Drafting. The parties acknowledge that each party has cooperated in the negotiating and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party as its drafter.

19. Entire Agreement. The terms of this Agreement are contractual and not mere recitals. This Agreement contains the full, final and entire agreement between the parties hereto, and supersedes all prior negotiations and proposed agreements, whether written or oral.

20. Amendment. This Agreement may not be modified or amended except as set forth in a written instrument signed by the parties hereto.

21. Severability. In the event that any portion of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of the remaining portions shall not be adversely affected.

22. Counterparts. This Agreement may be executed in counterparts, each of which may be deemed an original and both of which together shall constitute a single instrument.

23. Facsimile/PDF Signatures. Execution of this Agreement by either party may be evidenced by facsimile or pdf.

Dated: December 10th, 2009

H.N.R. FRAMING SYSTEMS, INC.
dba SELECTBUILD

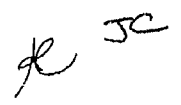
By: 
Jack Crocker, Market Manager

Dated: December __, 2009

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Margaret J. Jackson, Senior Vice President

W02-WEST:LMS402350720.3
12/9/2009



23. Facsimile/PDF Signatures. Execution of this Agreement by either party may be evidenced by facsimile or pdf.

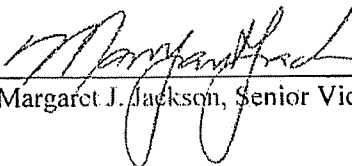
Dated: December __, 2009

H.N.R. FRAMING SYSTEMS, INC.
dba SELECTBUILD

By: _____
Jack Crocker, Market Manager

Dated: December th10, 2009

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Margaret J. Jackson, Senior Vice President

W02-WH:ST:LMSW402350720.3
12/9/2009

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

BUILDING MATERIALS HOLDING
CORPORATION, *et al.*,¹

Debtors.

Chapter 11


Case No. 09-12074 (KJC)

Jointly Administered

AFFIDAVIT OF SERVICE

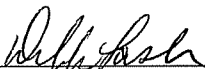
STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

Casey S. Cathcart, an employee of the law firm of Young Conaway Stargatt & Taylor, LLP, co-counsel to the above-captioned debtors, being duly sworn according to law, deposes and says that on December 14, 2009, she caused a copy of the foregoing document to be served as indicated upon the parties identified on the attached service list.



Casey S. Cathcart

SWORN TO AND SUBSCRIBED before me this 14th day of September, 2009.



Notary Public
My Commission Expires:
DEBBIE ELLEN LASKIN
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Dec. 21, 2012

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.

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