

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

IN RE: BUILDING MATERIALS HOLDING CORPORATION, et al.,¹ <p style="text-align: center;">Debtors.</p>))))))))))	Chapter 11 Case No. 09-12074 (KJC) Jointly Administered Ref. Docket No. <u>1250, 1346</u>
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**ORDER AUTHORIZING REJECTION OF CERTAIN EXECUTORY CONTRACTS
WITH SALESFORCE.COM, INC., ADT AND CNH CAPITAL AMERICA, LLC,
NUNC PRO TUNC TO DECEMBER 31, 2009**

Upon consideration of the motion (the "*Motion*") of Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "*Debtors*") for entry of an order authorizing the Debtors to reject certain executory contracts as described more fully below; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. sections 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances; and the Court having reviewed the Motion and having considered the statements in support of the relief requested therein at a hearing before the Court (the "*Hearing*"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause 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.

relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED:

1. The Motion is granted as set forth below.
2. Pursuant to section 365(a) of the Bankruptcy Code, the Debtors are authorized to reject the following leases and contracts (collectively, the "*Contracts*"):

Name of Other Party to Lease/Contract	Address	Account Identifier	Description of Lease/Contract
Salesforce.com, Inc (" <i>Salesforce.com</i> ")	The Landmark@One Market Suite 300 San Francisco, CA 94105	Account # 4-232449	Software system for customer account information, bidding and task management and coordination between units, status reporting on existing work, project management on all stages of jobs.
ADT (" <i>ADT</i> ")	P.O. Box 371956 Pittsburgh, PA 15250-7956	Customer No. 01300-102349276	Security system.
CNH Capital America, LLC (" <i>CNH Capital</i> ")	P.O. Box 7247-0030 Philadelphia, PA 19170-0330	Leased Forklift SN: N6C412693	Expired lease for backhoe that was returned to CNH Capital America, LLC.

3. Effective immediately, such Contracts are deemed rejected (the "*Rejection*"), with the Rejection being effective as of December 31, 2009 (the "*Effective Date*").

4. Salesforce.com, ADT and CNH Capital shall have thirty (30) days after entry of this Order to file any claim for damages arising from rejection of the Contracts.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

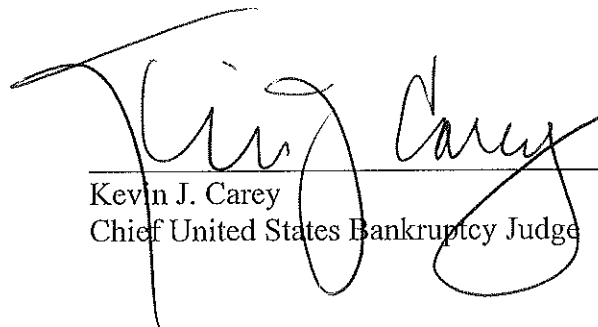
6. The Debtors do not waive any claims they may have against Salesforce.com, ADT and CNH Capital whether or not such claims arise under, are related to the rejection of, or are independent of the Contracts.

7. Nothing herein shall prejudice the rights of the Debtors to argue that any claim for damages arising from the rejection of the Contracts is limited to the remedies available under any applicable termination provision of the Contracts, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion and the requirements of Bankruptcy Rule 6006(c) and the Local Bankruptcy Rules are satisfied by such notice.

9. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Date: Wilmington, Delaware
January 25, 2010



Kevin J. Carey
Chief United States Bankruptcy Judge