

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

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>BUILDING MATERIALS HOLDING CORPORATION, et al.,<sup>1</sup></b>	)	<b>Case No. 09-12074 (KJC)</b>
	)	
<b>Reorganized Debtors.</b>	)	<b>Jointly Administered</b>
	)	<b>Ref. Docket Nos. 956 and 1466</b>

**CERTIFICATION OF COUNSEL REGARDING THE STIPULATION  
RESOLVING COLEMAN-TOLL LIMITED PARTNERSHIP'S REQUEST  
FOR RELIEF FROM THE AUTOMATIC STAY AND PLAN INJUNCTION**

On November 19, 2009, the Court entered the *Order, Pursuant to Sections 105 and 362 of the Bankruptcy Code and Bankruptcy Rule 9019, Authorizing the Debtors to Implement Omnibus Procedures for Modifying the Automatic Stay as It Relates to Certain Prepetition Litigation* (the "Procedures Order") [Docket No. 956]. In accordance with the Procedures Order, on March 11, 2010, the Debtors filed the *Notice of Stipulation Resolving Coleman-Toll Limited Partnership's Request for Relief from the Automatic Stay and Plan Injunction* (the "Notice") [Docket No. 1466] with respect to the *Stipulation Resolving Coleman-Toll Limited Partnership's Request for Relief from the Automatic Stay and Plan Injunction* (the "Stipulation"). Pursuant to the Procedures Order, the objection deadline was March 26, 2010 at 4:00 p.m. (ET).

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<sup>1</sup> The Reorganized Debtors, along with the last four digits of each Reorganized 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 Reorganized Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

The undersigned hereby certifies that, as of the date hereof, he has received no answer, objection or other responsive pleading to the Notice or the Stipulation. It is hereby respectfully requested that the Order approving the Stipulation attached hereto as Exhibit 1 be entered at the earliest convenience of the Court.

Dated: Wilmington, Delaware  
March 30, 2010

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ATTORNEYS FOR THE REORGANIZED DEBTORS

**EXHIBIT 1**

Order

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

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>BUILDING MATERIALS HOLDING CORPORATION, et al.,<sup>1</sup></b>	)	<b>Case No. 09-12074 (KJC)</b>
	)	
<b>Reorganized Debtors.</b>	)	<b>Jointly Administered</b>
	)	<b>Ref. Docket Nos. 956, 1466, and _____</b>

**ORDER APPROVING STIPULATION RESOLVING COLEMAN-TOLL LIMITED PARTNERSHIP'S REQUEST FOR RELIEF FROM THE AUTOMATIC STAY AND PLAN INJUNCTION**

Upon consideration of the *Certification of Counsel Regarding the Stipulation Resolving Coleman-Toll Limited Partnership's Request for Relief from the Automatic Stay and Plan Injunction* (the "Certification of Counsel"); and the Court having found, based on the statements made in the Certification of Counsel, that notice of the Stipulation (as defined in the Certification of Counsel) was provided in accordance with the Procedures Order (as defined in the Certification of Counsel); and good and sufficient cause appearing therefore, it is hereby ORDERED that;

1. The Stipulation, a copy of which is attached hereto as Exhibit A, is hereby approved.
2. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2010  
Wilmington, Delaware

\_\_\_\_\_  
Kevin J. Carey  
Chief United States Bankruptcy Judge

<sup>1</sup>

The Reorganized Debtors, along with the last four digits of each Reorganized 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 Reorganized Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

**EXHIBIT A**

Stipulation

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:	)	
	)	Chapter 11
BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 09-12074 (KJC)
Debtors.	)	Jointly Administered
	)	
	)	

**STIPULATION RESOLVING COLMAN-TOLL LIMITED PARTNERSHIP REQUEST FOR RELIEF FROM THE AUTOMATIC STAY AND PLAN INJUNCTION**

Coleman-Toll Limited Partnership ("*Claimant*"), and Building Materials Holding Corporation and its affiliates, the debtors and debtors in possession in the above-referenced cases (collectively, the "*Debtors*," and together with the Claimant, the "*Parties*"), hereby respectfully stipulate and agree as follows:

**RECITALS**

WHEREAS, on June 16, 2009 (the "*Petition Date*"), each of the Debtors filed with the United States Bankruptcy Court for the District of Delaware (the "*Court*") voluntary petitions for relief under title 11 of the Unites States Code (the "*Bankruptcy Code*"). The Debtors' cases are being jointly administered pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure. On December 17, 2009, the Court entered an Order Confirming Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended December 14, 2009 (With Technical Modifications) [Docket No. 1182] (the "*Confirmation*")

<sup>1</sup> 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.

*Order*") confirming the Debtors' joint plan of reorganization (the "*Plan*"). On January 4, 2010 (the "Effective Date"), the Debtors' Plan became effective;

WHEREAS, from the Petition Date until the Effective Date, the automatic stay imposed by 11 U.S.C. § 362 prevented persons or entities from bringing or continuing any actions against the Debtors on account of prepetition claims, and from and after the Effective Date the injunction imposed by the Plan and Confirmation Order (the "Plan Injunction") prevents persons or entities from bringing or continuing any actions against the Debtors on account of prepetition claims;

WHEREAS, on December 15, 2009, the Claimant requested that Debtor stipulate to lift the Plan Injunction, in lieu of Claimant's filing a motion seeking that relief, to allow Claimant to proceed against Debtors in that certain State Court action in Nevada identified as *Epstein vs. Coleman Toll Limited Partnership*, Clark County District Court, Case Number A534528 ( the "*Action*");

WHEREAS, the Claimant asserts that Debtors are entitled to be defended and indemnified against Claimant's claims in the Action under the following insurance policy: Federated (the "*Insurer*"), Policy No. 625832, for the policy term from October 1, 2000 to October 1, 2001 (the "*Policy*");

WHEREAS, Debtors represent that Federated has undertaken the defense of the Action, and will continue to defend the Action;

WHEREAS, the Claimant, in exchange for this Stipulation, agrees that in the first instance Claimant's recovery for Debtors' liability, if any, for the Claimant's claims in the Action shall be limited to the extent of Debtors' insurance proceeds; and that Claimant may pursue Proof of Claim No. 2172 against Debtors' estates if any judgment obtained in the Action is not satisfied by Debtors' Insurer.

WHEREAS, Debtors' agreement to enter into this Stipulation is based upon the agreement of the Insurer to waive the deductible(s) under the Policy as to the Action, which agreement Debtors represent they have obtained already.

NOW THEREFORE, subject to the approval of the Court, in order to avoid the costs, risks and inconveniences of litigation, it is hereby stipulated and agreed as follows:

1. The Parties hereby acknowledge and agree to relief from the Plan Injunction being granted in favor of the Claimant to allow Claimant to proceed against Debtors in the Action. Immediately after the stay is lifted, Claimant agrees to voluntarily provide Debtor's local counsel the opportunity to review and copy all discovery responses, documents, deposition testimony and other evidence in its possession, received from any current or former party, current or former party's expert, or non party in response to a subpoena, during the time period the claim against Debtor was stayed.
2. The Parties further agree that Claimant shall not seek to enforce any judgment it may obtain in the Action against Debtors except to the extent that the Policy does not fully cover such judgment and only then in connection with Claimants Proof of Claim 2172.
3. In connection with the Action, Claimant further agrees not to: (i) seek (and to oppose any attempt by any other party) to bifurcate the bodily injury claims from the property damage claims by way of: separate trials, separate juries, a special verdict form for its claims against Debtor (unless a special verdict form is required by one or more of Claimant's insurers as a condition for coverage), or make any settlement offer to Debtors or Insurer that separates bodily injury claims from the property damage claims; and/or (ii) seek payment under Proof of Claim No. 2172 unless Debtors Insurer, fails or refuses to satisfy any judgment obtained by Claimant against Debtors in the Action.



4. Claimant shall withdraw the proof of claim filed against Debtor Building Materials Holding Corporation (Claim No. 2152).

5. Except as set forth above, the Parties hereby acknowledge and agree that this Stipulation shall fully and finally resolve, and the Claimant waives and releases, any direct, pre-petition, post-petition, administrative, or other claim against the Debtors of any kind or nature arising out of or related to the Action, provided however, that the Claimant shall retain a claim to the extent necessary to obtain any indemnity or other payment owing to Debtors under the Policy in connection with Claimant's claims in the Action; and further provided that Claimant's proof of Claim No 2172 shall remain pending against Debtors' estates (except as provided by Paragraph 3, above) to the extent that any judgment obtained in the Action is not ultimately satisfied by Debtors' Insurer.

6. Nothing in this Stipulation shall be construed as a waiver of any rights or coverage that may be available to Claimant or Debtors under any of Debtors' other insurance policies, including Claimant's rights, if any, to seek satisfaction from Debtors' other insurance coverage for any portion of any judgment obtained in the Action which is not satisfied by the Policy

7. The Parties hereby acknowledge and agree that this Stipulation is entered into solely for the convenience of the Parties and neither this Stipulation nor the fact of its execution will constitute any admission or acknowledgment or liability or wrongdoing on the part of any of the Parties. The Parties will not offer this Stipulation or the fact of its execution into evidence in any proceeding other than a proceeding to approve or enforce this Stipulation or any of its terms.

8. Each party shall bear its own attorneys' fees and costs with respect to the execution and delivery of this Stipulation. Each of the undersigned are duly authorized and empowered to execute this Stipulation.

9. This Stipulation is governed by and shall be construed in accordance with the law of the State of Delaware, without regard to its conflict of laws provisions. The Court shall retain exclusive jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

10. All of the recitals set forth above are incorporated by reference as if fully set forth herein. This Stipulation constitutes the complete express agreement of the Parties hereto concerning the subject matter hereof, and no modification or amendment to this Stipulation shall be valid unless it is in writing, signed by the Party or Parties to be charged and approved by the Court.

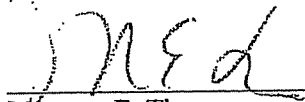
11. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

12. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. This Stipulation is subject to approval of the Court, and the Parties agree to present the Stipulation promptly to the Court for approval. If the Court does not approve this Stipulation, the Parties will revert to their pre-Stipulation positions, without any prejudice whatsoever from having entered into this Stipulation.

14. This Stipulation shall become effective immediately upon entry of an order approving the Stipulation.

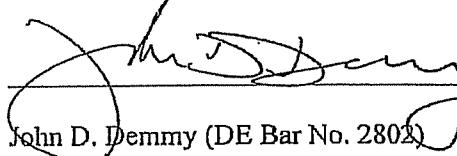
For  
DEBTORS



Maureen E. Thomas  
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Dated: March 9, 2010

For  
CLAIMANTS



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Dated: March 1, 2010