

**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)
)	
Reorganized Debtors.)	Jointly Administered
)	Ref. Docket Nos. 956, 1520, and <u>1545</u>

**ORDER APPROVING STIPULATION RESOLVING
REQUEST OF RICHMOND AMERICAN FOR RELIEF
FROM THE AUTOMATIC STAY AND PLAN INJUNCTION**

Upon consideration of the *Certification of Counsel Regarding Stipulation Resolving Request of Richmond American 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: April 26, 2010
Wilmington, Delaware



Kevin J. Carey
Chief United States Bankruptcy Judge

¹

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, et al,)	Case No. 09-12074 (KJC)
Debtors.)	Jointly Administered

**STIPULATION RESOLVING REQUEST OF RICHMOND AMERICAN
FOR RELIEF FROM THE AUTOMATIC STAY AND PLAN INJUNCTION**

Richmond American Homes of Arizona, Inc and Richmond American Construction, Inc. ("*Claimants*"), 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 Claimants, 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 United States Code (the "*Bankruptcy Code*"). Each Debtor is continuing to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors' cases are being jointly administered pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

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.

WHEREAS, 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 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, Claimants are seeking relief to proceed against certain insurance proceeds which may be recoverable by Claimants as a result of Case No. CV2010-000930 in the Maricopa County Superior Court of the State of Arizona (the "**Action**");

WHEREAS, Claimants assert they are entitled to recover from the following insurance policy, with respect to the claims alleged in the Action: Policy No. GLO-5217154-00, from June 26, 2001 to June 26, 2002 (the "**Policy**") issued by American Guarantee and Liability Insurance Company (the "**Insurer**");

WHEREAS, the Debtors are willing to stipulate to relief from the automatic stay and Plan Injunction in favor of Claimants for the sole purpose of allowing Claimants to proceed with the Action to recover applicable insurance proceeds from the Policy, with certain conditions as provided below to protect the Debtor from administrative expense, given the uncertainty surrounding the provisions of the Policy itself;

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 automatic stay and Plan Injunction being granted in favor of Claimants for the sole purpose of allowing Claimants to proceed with the Action to recover applicable insurance proceeds from the Policy.

2. If any action by the Claimants would cause the Insurer to have a claim against the Debtors on account of any deductible and/or self insured retention under the Policy, the Claimants acknowledges and agrees that it shall not seek any payment under the Policy unless it satisfies directly with the Insurer any such deductible and/or self insured retention.

3. The Parties hereby acknowledge and agree that this Stipulation shall fully and finally resolve, and Claimants waive and release, 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 Actions, provided, however, that Claimants shall retain a claim to the extent necessary to obtain insurance proceeds from the Policy.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

<p>For DEBTORS</p> <p><i>MET</i></p> <hr/> <p>Mayreen E. Thomas, Esq. 9832 Coledale Ct. White Lake, MI 48386</p> <p>Dated: <u>4-2-2010</u></p>	<p>For CLAIMANTS</p> <p><i>Rob Somers</i></p> <hr/> <p>Wilenchik and Bartness, P.C., 2810 N. 3rd Street Phoenix, AZ 85018 Attorneys for Richmond American Construction</p> <p>Dated: <u>April 1, 2010</u></p>
--	---