

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

In re:

BUILDING MATERIALS HOLDING  
CORPORATION, *et al.*<sup>1</sup>

Reorganized Debtors.

Chapter 11

Case No. 09-12074 (KJC)

Jointly Administered

Ref. Docket Nos. 956 and 1651

**AMENDED CERTIFICATION OF COUNSEL REGARDING STIPULATION  
RESOLVING THE REQUEST OF S&S HOMES OF THE CENTRAL COAST, INC.  
AND GRANITE POINTE ESTATES, LLC 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 August 6, 2010, the Reorganized Debtors filed the *Notice of Stipulation Resolving the Request of S&S Homes of the Central Coast, Inc. and Granite Pointe Estates, LLC for Relief from the Automatic Stay and Plan Injunction* (the "Notice") [Docket No. 1651] with respect to the *Stipulation Resolving the Request of S&S Homes of the Central Coast, Inc. and Granite Pointe Estates, LLC for Relief from the Automatic Stay and Plan Injunction* (the "Stipulation"). Pursuant to the Procedures Order, the objection deadline was August 23, 2010 at 4:00 p.m. (ET).

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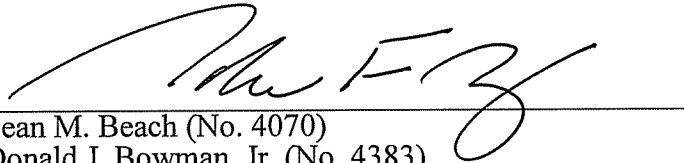
<sup>1</sup> The Reorganized Debtors, along with the last four digits of each Reorganized Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), 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 Action referenced in the Stipulation was filed by certain California homeowners against S&S Homes of the Central Coast, Inc. and Granite Pointe Estates, LLC on December 16, 2009 and alleged construction defect claims. On May 19, 2010, S&S Homes of the Central Coast, Inc. and Granite Pointe Estates, LLC brought cross-claims asserting, among other things, indemnity, breach of contract, breach of warranty, and negligence against various parties allegedly involved in the construction of the homes, including BMC West Corporation.

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  
August 27, 2010

YOUNG CONAWAY STARGATT & TAYLOR, LLP



Sean M. Beach (No. 4070)  
Donald J. Bowman, Jr. (No. 4383)  
Robert F. Poppiti, Jr. (No. 5052)  
The Brandywine Building  
1000 West Street, 17th Floor  
P. O. Box 391  
Wilmington, Delaware 19899-0391  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

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SACKS TIERNEY P.A.  
Aaron G. York (admitted *pro hac vice*)  
4250 N. Drinkwater Blvd.  
Fourth Floor  
Scottsdale, Arizona 85251  
Telephone: 480.425.2676  
Facsimile: 480.425.4976

ATTORNEYS FOR REORGANIZED DEBTORS

**EXHIBIT 1**

Order

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

In re:

BUILDING MATERIALS HOLDING  
CORPORATION, *et al.*<sup>1</sup>

Reorganized Debtors.

Chapter 11

Case No. 09-12074(KJC)

Jointly Administered

Ref. Docket Nos. 956, 1651 and \_\_\_\_\_

**ORDER APPROVING STIPULATION RESOLVING  
THE REQUEST OF S&S HOMES OF THE CENTRAL COAST, INC.  
AND GRANITE POINTE ESTATES, LLC FOR RELIEF FROM  
THE AUTOMATIC STAY AND PLAN INJUNCTION**

Upon consideration of the *Amended Certification of Counsel Regarding Stipulation Resolving the Request of S&S Homes of the Central Coast, Inc. and Granite Pointe Estates, LLC for Relief from the Automatic Stay and Plan Injunction* (the "Amended Certification of Counsel"); and the Court having found, based on the statements made in the Amended Certification of Counsel, that notice of the Stipulation (as defined in the Amended Certification of Counsel) was provided in accordance with the Procedures Order (as defined in the Amended Certification of Counsel); and good and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Stipulation, a copy of which is attached hereto as Exhibit A, is hereby approved.

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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.

2. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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

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Kevin J. Carey  
Chief United States Bankruptcy Judge

**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)
Reorganized Debtors.	)	Jointly Administered

STIPULATION RESOLVING THE REQUEST OF S&S HOMES OF THE CENTRAL COAST, INC. AND GRANITE POINTE ESTATES, LLC FOR RELIEF FROM AUTOMATIC STAY AND PLAN INJUNCTION

S&S Homes of the Central Coast, Inc. and Granite Pointe Estates, LLC (collectively, the "*Claimants*"), and Building Materials Holding Corporation and its affiliates, the reorganized debtors 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*"). 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.

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*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 generally 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*") generally prevents persons or entities from bringing or continuing any actions against the Debtors on account of prepetition claims;

WHEREAS, the Claimants have requested that the Debtors stipulate to lift the Plan Injunction (and the automatic stay, to the extent applicable) to allow the Claimants to proceed against certain insurance which may be recoverable by the Claimants as a result of Case No. S-1500-CV-269129-WDP in the Kern County Superior Court of the State of California (the "*Action*");

WHEREAS, the Claimants assert that they are entitled to recover from the following insurance policies with respect to the claims alleged in the Action: National Union Fire Insurance Company of PA, Policy Numbers GL4806023 and GL5548769, Policy Periods November 11, 2003 – November 11, 2004 and November 11, 2004 - November 11, 2005 and Ace American Insurance Company, Policy Number HDOG18072889, Policy Period November 11, 2005 to November 11, 2006 (collectively, the "*Insurers*" and the "*Policies*");

WHEREAS, the Debtors are willing to stipulate to relief from the Plan Injunction (and the automatic stay, to the extent applicable) in favor of the Claimants for the sole purpose of allowing the Claimants to proceed with the Action to recover applicable insurance proceeds from the Policies, with certain conditions as provided below to protect the Debtors from administrative expense.



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 (and the automatic stay, to the extent applicable) being granted in favor of the Claimants for the sole purpose of allowing the Claimants to prosecute and/or settle the Action to recover applicable insurance proceeds from the Policies.

2. If any action by the Claimants in prosecuting and/or settling the Action causes, or will cause, the Debtors to incur liability for any deductible, self-insured retention, claim handling or third-party administrator fees or allocated loss adjustment expense under the Policies (including, but not limited to, with respect to defense costs), the Claimants must, within 30 days of receipt of an invoice from the Debtors, either (i) pay, on a joint and several basis, the Debtors the amount of such deductible, self-insured retention, claim handling or third-party administrator fees or allocated loss adjustment expense; or (ii) dismiss the Action as to the Debtors and waive any claim related to the Action against the Insurer(s).

3. The Claimants acknowledge and agree that the Debtors are making no representations concerning the availability of insurance under the Policies and that the Insurers have all available defenses under the Policies, including with respect to defenses, if any, that arise as the result of the Debtors entering into this stipulation with the Claimants. The Claimants further acknowledge and agree that the Debtors retain all defenses they may have with respect to the Action.

4. The Parties hereby acknowledge and agree that this Stipulation shall fully and finally resolve, and the Claimants waive and release, and hereby withdraw without the need for any further action, 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 Claimants shall be deemed to have filed a timely claim in an unliquidated amount with respect to the Action solely to the extent necessary to obtain insurance proceeds from the Policies. For the avoidance of doubt, Claimants shall not be entitled to any recovery or distribution from the Debtors or their estates other than from applicable insurance Policies.

5. 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.

6. 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.

7. 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.

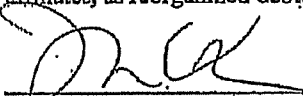

8. All of the recitals set forth above are incorporated by reference as if fully set forth herein. This Stipulation constitutes the complete express agreement of the Parties hereto concerning the subject matter hereof, and no modification or amendment to this Stipulation shall be valid unless it is in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

9. 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.

10. 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.

11. 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.

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

<p>For Building Materials Holding Corporation and its affiliates, as reorganized debtors</p>  <hr/> <p>Maureen E. Thomas, Esq. 982 Coledale Ct. White Lake, MI 48386</p> <p>Dated: <u>8-4-10</u></p>	<p>For S&amp;S Homes of the Central Coast, Inc. and Granite Pointe Estates, LLC</p>  <hr/> <p>Michel C. Gallote Counsel for S&amp;S Homes of the Central Coast, LLC</p> <p>Dated: <u>AUGUST 2, 2010</u></p>
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