

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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| IN RE: |) | Chapter 11 |
| BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , ¹ |) | Case No. 09-12074 (KJC) |
| Debtors. |) | Jointly Administered |
| |) | Objection Deadline: July 22, 2009 at 4:00 p.m. (ET) |
| |) | Hearing Date: July 29, 2009 at 10:00 a.m. (ET) |

DEBTORS' MOTION FOR AN ORDER (I) APPROVING THE DISCLOSURE STATEMENT; (II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN, INCLUDING (A) APPROVING THE FORM AND MANNER OF DISTRIBUTION OF SOLICITATION PACKAGES, (B) APPROVING THE FORM AND MANNER OF NOTICE OF THE CONFIRMATION HEARING, (C) ESTABLISHING A RECORD DATE AND APPROVING PROCEDURES FOR DISTRIBUTION OF SOLICITATION PACKAGES, (D) APPROVING FORMS OF BALLOTS, (E) ESTABLISHING THE DEADLINE FOR RECEIPT OF BALLOTS, AND (F) APPROVING THE PROCEDURES FOR VOTE TABULATIONS; (III) ESTABLISHING THE DEADLINE AND PROCEDURES FOR FILING OBJECTIONS TO (A) CONFIRMATION OF THE PLAN AND (B) PROPOSED CURE AMOUNTS RELATED TO CONTRACTS AND LEASES ASSUMED UNDER THE PLAN; AND (IV) GRANTING RELATED RELIEF

Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), submit this motion (the "**Motion**") pursuant to sections 1125 and 1126 of title 11 of the United States Code, (the "**Bankruptcy Code**"), Rules 2002, 3016, 3017, and 3020 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rules 3017-1(a) and 3017-1(b) of the Local Rules of Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**") for the entry of

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.

an order substantially in the form annexed hereto as ***Exhibit A*** (i) approving the *Disclosure Statement with Respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (including all exhibits thereto and as amended, modified, or supplemented from time to time, the "***Disclosure Statement***") as containing "adequate information" as that term is defined in section 1125(a)(1) of the Bankruptcy Code;

(ii) establishing procedures for solicitation and tabulation of votes to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (including all exhibits thereto and as amended, modified, or supplemented from time to time, the "***Plan***"),² including (a) approving the form and manner of distribution of the solicitation packages, (b) approving the form and manner of notice of the hearing to consider confirmation of the Plan (the "***Confirmation Hearing***"), (c) establishing a record date and approving procedures for distributing solicitation packages, (d) approving the forms of ballots, (e) establishing the deadline for the receipt of ballots, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing the deadline and procedures for filing objections to (a) confirmation of the Plan and (b) proposed cure amounts for executory contracts and unexpired leases that may be assumed as part of the Plan; and (iv) granting related relief. In support thereof, the Debtors respectfully represent:

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. sections 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. section 157(b). Venue is proper pursuant to 28 U.S.C. sections 1408 and 1409.

² The Plan and Disclosure Statement were filed on the Petition Date (defined below).

BACKGROUND

2. On June 16, 2009 (the "*Petition Date*"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "*Chapter 11 Cases*"). The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases. On July 26, 2009, the Office of the United States Trustee (the "*U.S. Trustee*") appointed the official committee of unsecured creditors (the "*Creditors Committee*").

3. The Debtors are one of the largest providers of residential building products and construction services in the United States. The Debtors distribute building materials, manufacture building components (e.g., millwork, floor and roof trusses, and wall panels), and provide construction services to professional builders and contractors through a network of 31 distribution facilities, 43 manufacturing facilities, and five regional construction services facilities.

4. The Debtors operate under two brand names: BMC West® and SelectBuild®.

- ***BMC West.*** Under the BMC West brand, the Debtors market and sell building products, manufacture building components, and provide construction services to professional builders and contractors. Products include structural lumber and building materials purchased from manufacturers, as well as manufactured building components such as millwork, trusses, and wall panels. Construction services include installation of various building products and framing. The Debtors currently offer these products and services in major metropolitan markets in Texas, Washington, Colorado, Idaho, Utah, Montana, North Carolina, California, and Oregon.
- ***SelectBuild.*** Under the SelectBuild brand, the Debtors offer integrated construction services to production homebuilders, as well as commercial and multi-family builders. Services include

wood framing, concrete services, managing labor and construction schedules, and sourcing materials. The Debtors currently offer these services in major metropolitan markets in California, Arizona, Nevada and Illinois.

5. On the Petition Date, the Debtors filed the Plan and the related Disclosure Statement. As set forth in greater detail in the Plan and Disclosure Statement, the Plan contemplates a restructure of the Debtors' balance sheet and ownership structure, as well as an immediate cash distribution to unsecured creditors and an opportunity for such creditors to receive full payment from the Reorganized Debtors, depending on business performance. The Debtors believe that the restructuring proposal embodied in the Plan provides the Debtors' creditors with the best means of maximizing value of the Debtors and their businesses. To facilitate operations during the Chapter 11 Cases, the Debtors have obtained \$80 million in the debtor-in-possession financing (the "*DIP Financing*"), which the Court approved on a final basis on July 1, 2009.

BASIS FOR RELIEF REQUESTED

A. Approval of the Disclosure Statement

6. Pursuant to section 1125 of the Bankruptcy Code, a plan proponent must provide holders of impaired claims with "adequate information" regarding a proposed plan of reorganization. Section 1125(a)(1) provides:

"[A]dequate information" means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interest in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan....

Thus, a disclosure statement must, as a whole, provide information that is "reasonably practicable" to permit an "informed judgment" by impaired creditors or shareholders entitled to vote on the plan. See *In re Dakota Rail, Inc.*, 104 B.R. 138, 142 (Bankr. D. Minn. 1989); *In re Copy Crafters Quickprint Inc.*, 92 B.R. 973, 979 (Bankr. N.D.N.Y. 1988) (adequacy of disclosure statement "is to be determined on a case-specific basis under a flexible standard that can promote the policy of chapter 11 towards fair settlement through a negotiation process between informed interested parties").

7. In examining the adequacy of the information contained in a disclosure statement, the Bankruptcy Court has broad discretion. See *Texas Extrusion Corp. v. Lockheed Corp. (In re Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988); see also *Dakota Rail*, 104 B.R. at 143 (court has "wide discretion to determine ... whether a disclosure statement contains adequate information without burdensome, unnecessary and cumbersome detail"). Accordingly, the determination of whether a disclosure statement contains adequate information is to be made on a case-by-case basis, focusing on the unique facts and circumstances of each case.

8. The Debtors submit that the Disclosure Statement contains adequate information for holders of claims and interests³ to make an informed decision regarding the Plan, including a discussion of, among other things, (a) a summary of the Plan, including classification and treatment of claims against and interests in the Debtors; (b) a summary of the Debtors' pre and postpetition indebtedness; (c) certain events leading to the filing of the Chapter 11 Cases;

³ Because no distribution is to be made under the Plan to holders of equity interests, such holders are deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code and no vote will be solicited from such holders. They will, however, be provided with the Non-Voting Holder Notice described herein.

(d) risk factors affecting the Plan; (e) administration of the Debtors' business both during the Chapter 11 Cases and post-emergence; (f) projections relating to the Debtors' anticipated future business performance; (g) an analysis of the value of the Debtors' assets in a hypothetical chapter 7 liquidation; and (h) the tax consequences of the Plan. The Debtors believe that the Disclosure Statement contains "adequate information" as that phrase is defined in section 1125(a)(1) of the Bankruptcy Code. Accordingly, the Debtors respectfully submit that the Disclosure Statement should be approved.

B. Establishing Procedures for Solicitation of the Plan⁴

1. Approval of Form and Manner of Solicitation Package

9. Bankruptcy Rule 3017(d) specifies the materials to be distributed to creditors and equity security holders upon approval of a disclosure statement. In accordance therewith, the Debtors propose to transmit or cause to be transmitted by first class mail to parties entitled to vote on the Plan (the "*Voting Parties*")⁵ a solicitation package containing: (a) a written notice (the "*Confirmation Hearing Notice*"), substantially in the form annexed hereto as *Exhibit B*, of (i) the Court's approval of the Disclosure Statement, (ii) the deadline for voting on the Plan, (iii) the date of the Confirmation Hearing, and (iv) the deadline and procedures for filing objections to the confirmation of the Plan; (b) the Plan (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion); (c) the Disclosure Statement (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion); (d) the appropriate ballot (proposed forms of which are annexed hereto as *Exhibits C-1* through *C-4*) and ballot return

⁴ Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

⁵ The Voting Parties consist of the holders of Claims in Classes 2(a)-(c), 3(a)-(c), 6(a)-(c), and 8(a)-(c).

envelope; and (e) such other information as the Court may direct or approve (collectively, the "**Solicitation Package**"). In order to conserve the resources of the estate, the Debtors propose to send to each impaired creditor entitled to vote on the Subplans (a) only the Solicitation Package appropriate for the class applicable to such creditor, and (b) only one Solicitation Package even if such creditor has Claims against more than one of the Debtors. The Debtors submit that such materials and manner of service satisfy the requirements of Bankruptcy Rule 3017(d).

10. Pursuant to section 1126(f) of the Bankruptcy Code, unimpaired creditors are "conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class . . . is not required." 11 U.S.C. § 1126(f). Accordingly, the Debtors propose that they need not be required to transmit a Solicitation Package to holders of Administrative Expense Claims and Priority Tax Claims, which are unclassified claims, and the holders of Priority Non-Tax Claims in Classes 1(a)-(c), Other Secured Claims in Classes 4(a)-(c), L/C General Unsecured Claims in Classes 5(a)-(c), Intercompany Claims in Classes 7(a)-(c), and Intercompany Interests in Classes 9(b)-(c) (collectively, the "**Unimpaired Creditors**"), each of which is unimpaired and deemed to have accepted the Plan.

11. In addition, the Debtors propose that they not be required to transmit Solicitation Packages to holders of Interests in BMHC in Class 9(a), and Section 510(b) Claims Against BMHC, Section 510(b) Claims Against the BMC West Debtors and Section 510(b) Claims Against the SelectBuild Debtors (collectively, the "**Deemed Rejecting Holders**"), given that the Deemed Rejecting Holders are not entitled to vote on the Plan because they will not receive any distribution or retain property under the Plan, and are deemed to have rejected the Plan. Instead, the Debtors propose to mail or cause to be mailed to each of the Unimpaired Creditors and the Deemed Rejecting Holders (collectively, the "**Non-Voting Parties**") at their

address to which notices are required to be sent to such Unimpaired Creditors and Deemed Rejecting Holders pursuant to Bankruptcy Rule 2002(g), a notice substantially in the form annexed hereto as **Exhibit D** (the "**Non-Voting Holder Notice**"), which will set forth: (a) the non-voting classes; (b) a summary of the treatment of Claims and Interests under the Plan; (c) the date and time of the Confirmation Hearing; and (d) the deadline and procedures for filing objections to the Plan. The Non-Voting Holder Notice will indicate that Non-Voting Parties may obtain a copy of the Plan and Disclosure Statement free of charge on The Garden City Group, Inc.'s dedicated webpage related to the Chapter 11 Cases.⁶

12. Article VI of the Plan sets forth the treatment of all executory contracts and unexpired leases to which the Debtors were a party prior to the Petition Date that were not (a) assumed in the Chapter 11 Cases prior to the Confirmation Date, (b) rejected in the Chapter 11 Cases prior to the Confirmation Date, or (c) specifically rejected pursuant to the Plan (collectively, the "**Contracts and Leases**"). The Plan provides that all prepetition executory contracts and unexpired leases that have not already been assumed, either in whole or as renegotiated, pursuant to orders of the Bankruptcy Court entered prior to the Effective Date shall be assumed (collectively, the "**Assumed Contracts and Leases**") on the Effective Date except for prepetition executory contracts or unexpired leases (x) that were rejected by order of the Bankruptcy Court entered prior to the Effective Date, (y) that are the subject of a motion to assume or reject that has been filed and served prior to the Effective Date, and (z) that are being rejected pursuant to the Plan (the "**Plan Rejected Contracts and Leases**"), including, without limitation, those executory contracts or unexpired leases identified on the Rejected Executory

⁶ Any party in interest may receive a hard copy of the Plan and Disclosure Statement upon written request to the Solicitation Agent (as defined below).

Contract and Unexpired Lease List (as defined in the Plan), which Plan Rejected Contracts and Leases will be deemed rejected by the applicable Debtor as of the Effective Date of the Plan. Moreover, Article 6.3 of the Plan requires the Debtors to cure any and all undisputed defaults in the Assumed Contracts and Leases in accordance with section 365 of the Bankruptcy Code on the Effective Date or upon entry of a final order resolving the dispute and approving the assumption, or as may otherwise be agreed upon by the parties.

13. To provide notice of the Confirmation Hearing and the Plan to the known counterparties to each of the Contracts and Leases the Debtors will mail or cause to be mailed to all of such known counterparties the Confirmation Hearing Notice as well as the Disclosure Statement and the Plan (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion).⁷

2. Approval of Form and Manner of Confirmation Hearing and Publication Notice

14. As indicated above, upon approval of the Disclosure Statement, the Debtors will serve on the appropriate parties either the Confirmation Hearing Notice, together with a Solicitation Package, or the Non-Voting Holder Notice. The Debtors additionally propose to publish a one-time notice (the "**Publication Notice**"), substantially in the form annexed hereto as **Exhibit E**, in the national edition of the *Wall Street Journal* as well as in regional English and Spanish language publications in Las Vegas, Los Angeles, Phoenix,⁸ Miami, and Fort

⁷ In addition, the Debtors will mail the known counterparties to Assumed Contracts and Leases the Cure Notice described in section (C)(2) below.

⁸ The Debtors have former employees, many of whom are Hispanic, in the Las Vegas, Los Angeles, and Phoenix metropolitan areas that may have claims against the Debtors. Therefore, the Debtors are publishing notice in the *Los Angeles Times*, *Impacto USA*, *Las Vegas Review-Journal*, *El Tiempo*, *Arizona Republic*, *Prensa Hispana*, as well as in the *Miami Herald* and *Ft. Lauderdale Sun-Sentinel*.

Lauderdale not later than 10 days (or as soon thereafter as practicable) after the entry of an order approving the Disclosure Statement.

3. Establishment of Record Date and Approving Procedures for Distribution of Solicitation Packages

15. The Debtors propose that the Court establish July 29, 2009 as the record date (the "**Record Date**") for the purposes of determining creditors who may be entitled to receive a Solicitation Package and to vote on the Plan, subject to the disallowance of such creditors' claims for voting purposes as set forth below, and of determining the creditors and interest holders entitled to receive the Non-Voting Holder Notice.⁹

16. As authorized in connection with the Court's approval of the retention of The Garden City Group, Inc. ("**GCG**") the court-appointed noticing and claims agent in the Chapter 11 Cases, GCG shall be permitted to inspect, monitor, and supervise the solicitation process, to tabulate the ballots and to certify to the Court the results of the balloting (in such capacity GCG shall be referred to as the "**Solicitation Agent**," the "**Tabulation Agent**," or the "**Balloting Agent**").

17. On July 1, 2009, the Debtors caused notices of the hearing to consider approval of the Disclosure Statement (the "**Disclosure Statement Hearing**") to be mailed to all creditors, interest holders, and parties in interest. The Debtors expect that a number of such notices will be returned by the United States Postal Service as undeliverable.¹⁰ The Debtors

⁹ If a claim or interest is in the process of being transferred from one entity to another but such transfer has not yet been completed on the Record Date, the transferor will be the entity entitled to cast the Ballot with respect to the claim or interest.

¹⁰ Upon return of an undeliverable notice, the Debtors, through GCG, will confirm that the notice address is the last known address provided to the Debtors and, if not, will resend the notice to such last known address. If the duplicate notice is returned undeliverable, the Debtors intend to make no further inquiry, but instead to rely on the Publication Notice described herein for purposes of providing notice.

believe that it is costly and wasteful to mail Solicitation Packages to the same addresses from which notices are returned as undeliverable. Therefore, the Debtors seek the Court's approval to dispense with the mailing of Solicitation Packages to the entities listed at such addresses unless the Debtors are provided with an accurate address prior to the Disclosure Statement Hearing. The Debtors further propose that they may, but shall not be required to, attempt to locate the correct address for some or all of these entities and, prior to the Voting Deadline (as defined below), resend the Solicitation Packages or the Non-Voting Holder Notices that are returned as undeliverable.

4. Approval of Forms of Ballot and Procedures for Distribution to Holders of Claims

18. Bankruptcy Rule 3017(d) provides that ballots for accepting or rejecting the Plan should conform substantially to Official Form No. 14. The Debtors propose to use ballots (collectively, the "**Ballots**") substantially in the form annexed hereto as *Exhibits C-1* through *C-4*. The proposed forms are based upon Official Form No. 14, but have been modified to meet the particular requirements of the Chapter 11 Cases and the Plan. The appropriate form of ballot will be distributed to each Voting Party.

19. The Plan actually represents three separate plans of reorganization (the "**Subplans**"): (a) a Subplan for BMHC, which applies to Debtor Building Materials Holding Corporation, (b) a Subplan for the BMC West Debtors, which applies to Debtors BMC West Corporation and Illinois Framing, Inc., and (c) a Subplan for the SelectBuild Debtors, which applies to Debtors SelectBuild Construction, Inc., SelectBuild Northern California, Inc., C Construction, Inc., TWF Construction, Inc., H.N.R. Framing Systems, Inc., SelectBuild Southern California, Inc., SelectBuild Illinois, LLC, SelectBuild Nevada, Inc., and SelectBuild Arizona, LLC. The Debtors have designed the Ballots so that creditors with claims against more than one

of these entities can submit one Ballot to reflect their votes with respect to the applicable Subplans.

20. All Ballots will be accompanied by return envelopes, postage prepaid, addressed to the ballot tabulation center (the "***Ballot Tabulation Center***") at The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293.

5. Establishment of Deadline for Receipt of Ballots

21. Pursuant to Bankruptcy Rule 3017(c), at the time of or before the approval of the Disclosure Statement, "the court shall fix a time within which the holders of claims and interests may accept or reject the plan." Fed. R. Bankr. P. 3017(c). The Debtors respectfully request that the Court establish August 31, 2009 at 4:00 p.m. (prevailing Eastern Time) as the voting deadline (the "***Voting Deadline***"), by which all ballots accepting or rejecting the Plan shall be received at the Ballot Tabulation Center, unless such deadline is extended by the Debtors. Ballots must be returned to the Ballot Tabulation Center in the provided return envelope by first class mail, postage prepaid, by overnight courier, or by hand delivery. Ballots cast by facsimile, email, or other electronic transmission ***will not be counted*** unless approved in advance by the Debtors in writing.

6. Approval of Procedures for Vote Tabulation

22. For purposes of voting on the Subplans, the Debtors propose, with respect to all creditors, that the amount of a claim for tabulation purposes should be, as applicable:

- (a) The claim listed in a Debtor's schedule of liabilities, provided that
 - (i) such claim is not scheduled as contingent, unliquidated,

undetermined, or disputed, and (ii) no Proof of Claim¹¹ has been timely filed (or otherwise deemed timely filed by the Court under applicable law).

- (b) The noncontingent and liquidated amount specified in a Proof of Claim timely filed with the Court or GCG (or otherwise deemed timely filed by the Court under applicable law) to the extent the Proof of Claim has not been superseded or amended by another Proof of Claim, and is not the subject of an objection, either generally to the applicable claim or solely for purposes of determining the amount of the applicable claim for voting purposes, filed no later than September 3, 2009 (the "**Vote Objection Deadline**") (or, if such claim has been resolved pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).
- (c) The amount temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), provided that a motion is brought, notice is provided, and a hearing is held at or prior to the Confirmation Hearing, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.
- (d) Except as otherwise provided in subsection (c) hereof, with respect to a ballot cast by an alleged creditor whose claim (i) is not listed on a Debtor's schedule of liabilities, or (ii) is listed as disputed, contingent, and/or unliquidated on a Debtor's schedule of liabilities, but who has timely filed a Proof of Claim in an unliquidated or unknown amount that is not the subject of an objection filed before the Vote Objection Deadline, such ballot shall be counted as a vote in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met solely with respect to Classes 6(a)-(c) and 8(a)-(c) of the Plan, but shall not be counted in determining whether the aggregate claim amount requirement has been met.
- (e) With respect to a ballot cast by a creditor holding a claim in Classes 8(a)-8(c), whether such claim is treated in such Classes because the claimant's aggregate claims against all of the Debtors

¹¹ Pursuant to the proposed *Debtors' Motion For An Order Pursuant To Sections 501, 502, And 1111(A) Of The Bankruptcy Code, Bankruptcy Rules 2002 And 3003(C)(3), And Local Rule 2002-1(E) Establishing Bar Dates For Filing Proofs Of Claim And Approving The Form And Manner Of Notice Thereof*, which motion is scheduled for hearing on July 16, 2009, certain persons or entities asserting a claim against one or more of the Debtors are required to file a separate proof of claim in the chapter 11 case of each Debtor against whom a claim is asserted.

is less than \$5,000 or because such claims exceed \$5,000 but are reduced to \$5,000 in the aggregate by virtue of making the Small Unsecured Claims Class Election on a Class 6(a)-(c) ballot, such ballot shall be counted as a Class 8(a)-(c) vote, as applicable, in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met with respect to the applicable Class and, with respect to such Class, in an amount equal to the lesser of the full amount of the claim of the creditor in such Class and \$5,000.

- (f) If a creditor elects to complete Item 1 on the ballot, which allows a single vote for all claims held by such creditor in the applicable Classes, such vote shall be counted separately for numerosity purposes in each Class in which the creditor is entitled to vote and, with respect to each such Class, in the full amount of the claim in such Class, except as provided in (e) above.

23. If a creditor casts a ballot and has timely filed a Proof of Claim (or has otherwise had a Proof of Claim deemed timely filed by the Court under applicable law), but the creditor's claim is the subject of an objection (either generally to the applicable claim, or solely for purposes of determining the amount of the applicable claim for voting purposes) filed no later than the Vote Objection Deadline, the Debtors request, in accordance with Bankruptcy Rule 3018, that the creditor's ballot not be counted, unless such claim is temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), after a Claims Estimation Motion (as defined below) is brought by such creditor, notice is provided, and a hearing is held at or prior to the Confirmation Hearing.¹² Notwithstanding the foregoing, if an objector to a claim requests that such claim be reclassified and/or allowed in a fixed, reduced amount, such claimant's ballot shall, to the extent either mutually acceptable to the claimant, objector and

¹² This proposed procedure is consistent with section 1126 of the Bankruptcy Code, which provides that a plan may be accepted or rejected by the holder of a claim allowed under section 502 of the Bankruptcy Code. In turn, section 502(a) of the Bankruptcy Code provides that a filed proof of claim is deemed allowed "unless a party in interest . . . objects." 11 U.S.C. § 502(a).

Debtors or as ordered by the Bankruptcy Court after notice and a hearing, be counted in such reduced amount and/or under the reclassified category.

24. The Debtors further request that the following voting procedures and standard assumptions be used in tabulating the Ballots:

- (a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.
- (b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.
- (c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.
- (d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.
- (e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.
- (f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.
- (g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.
- (h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

- (i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.
- (j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.
- (k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.
- (l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.
- (m) If a creditor in Classes 6(a)-6(c) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(c) limited for distribution purposes, in the aggregate, to \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be a Class 8 ballot.
- (n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

25. The Debtors additionally request that creditors seeking to have a claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) be required to file a motion (the "*Claims Estimation Motion*") for such relief no later than August 17, 2009, and that the Court schedule a hearing on such motion for a date on or prior to the Confirmation Hearing.

7. Scheduling of Confirmation Hearing

26. The Debtors request that the Court schedule the Confirmation Hearing for September 10, 2009, at 3:00 p.m. or the earliest subsequent date at which the Court is available.

C. Establishment of Deadline and Procedures for Filing Objections to Confirmation of the Plan and Proposed Cure Amounts

1. Objections to Confirmation of the Plan

27. Bankruptcy Rule 3020(b) provides that objections to confirmation of a proposed chapter 11 plan must be filed and served on the Debtors, the U.S. Trustee, the Creditors' Committee, and on any other entity designated by the Court, within a time specified by the bankruptcy court. To comply with the 25-day notice requirement of Bankruptcy Rule 2002(b) and 2002(d) and the solicitation schedule described above, and to permit the Debtors adequate time to respond to objections prior to the Confirmation Hearing, the Debtors propose that August 31, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "***Confirmation Objection Deadline***") be fixed by the Court as the last date for filing and serving written objections, comments, or responses to confirmation of the Plan (including any supporting memoranda). The Debtors further propose that the Court only consider timely filed written objections and that all objections not timely filed and served in accordance with the provisions of this Motion be deemed waived. Any objections filed should provide proposed language to remedy such objections. Objections to confirmation of the Plan shall be served on the following parties:

The Debtors: Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712, (Attn: Paul S. Street).

With copies to Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166-0193 (Attn: Michael A. Rosenthal and Matthew K. Kelsey) and Young Conaway Stargatt & Taylor, LLP, 1000 West Street, 17th Floor, P.O. Box 391, Wilmington, DE 19801 (Attn: Sean M. Beach and Robert F. Poppiti).

The Creditors Committee: Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Jr. and Katie A. Lane) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler).

The DIP Administrative Agent: Wells Fargo Bank, c/o Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher and Seth Mennillo) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath).

Office of the United States Trustee: 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Joseph McMahon).

2. Asserting Proposed Cure Amounts for Contracts Assumed Pursuant to the Plan

28. As set forth above, the Plan and section 365(b) of the Bankruptcy Code require the Debtors to cure or provide adequate assurance that the Debtors will promptly cure existing defaults under the Assumed Contracts and Leases. Establishing the amounts to be paid in satisfaction of all such cure obligations is an important element of Plan confirmation and feasibility. To aid in the implementation of the Plan, the Debtors seek to establish a procedure for determining cure amounts ("***Cure Amounts***") and a deadline for objections relating to the assumption of Assumed Contracts and Leases pursuant to the Plan. To facilitate a prompt resolution of cure disputes and objections relating to the assumption of these Assumed Contracts and Leases, the Debtors propose the following deadlines and procedures:¹³

- (a) the Debtors will cause the Notice of (i) Possible Assumption of Contracts and Leases, (ii) Fixing of Cure Amounts, and (iii) Deadline to Object Thereto (the "***Cure Notice***"), in a form substantially similar to the notice annexed hereto as ***Exhibit F***, to be served on the non-debtor parties to all Assumed Contracts and Leases by August 17, 2009. Among other things,

¹³ Receipt of a Cure Notice does not constitute a determination by the Debtors to assume any executory contract or unexpired lease; the Debtors may still decide *not* to assume any executory contract or unexpired lease through the Plan or otherwise.

the Cure Notice shall set forth the Cure Amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts and Leases;

- (b) the non-debtor parties to the Assumed Contracts and Leases shall have until the Confirmation Objection Deadline, which deadline may be extended in the sole discretion of the Debtors, to object (a "**Cure Objection**") to the (i) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) proposed assumption of the Assumed Contracts and Leases under the Plan; *provided, however*, that if, subsequent to August 17, 2009, the Debtors amend the list of the Assumed Contracts and Leases to add a contract or lease or to reduce the Cure Amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least seven calendar days after service of such amendment to object thereto or to propose an alternative Cure Amount(s);
- (c) any party objecting to the Cure Amount(s), whether or not such party previously has filed a Proof of Claim with respect to amounts due under the applicable Assumed Contract or Lease, or objecting to the potential assumption of such Assumed Contract or Lease, shall be required to file and serve a Cure Objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Assumed Contract or Lease and/or any and all objections to the potential assumption of such Assumed Contract or Lease, together with all documentation supporting such cure claim or objection, upon each of the Notice Parties so that the **Cure Objection is actually received by them no later than the Confirmation Objection Deadline**. If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection, the Court shall determine the amount of any disputed Cure Amount(s) or adjudicate such Cure Objection at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree. The Debtors may, in their sole discretion, extend the Confirmation Objection Deadline without further notice, but are not obligated to do so; and
- (d) in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the assumption of the Assumed Contract or Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to an Assumed Contract or Lease, upon the effective date of the Plan, the Reorganized Debtors and the counterparty to such Assumed Contract or Lease shall enjoy all of the rights and benefits

under the Assumed Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Assumed Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition, or otherwise restrict the Debtors' assumption of the Assumed Contract or Lease.

The inclusion of an Assumed Contract or Lease in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Assumed Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) approving the assumption or rejection of such Assumed Contract or Lease, and receipt of a Cure Notice or inclusion in the list of executory contracts and unexpired leases sought to be assumed under the Plan is *not* a final determination that any Assumed Contract or Lease will, in fact, be assumed.

29. The Debtors submit that the foregoing procedures will help facilitate the resolution of any issues concerning Cure Amounts and/or objections regarding whether an Assumed Contract or Lease satisfies the requirements for assumption, while adequately protecting the rights of the counterparties to the Assumed Contracts and Leases, and, therefore, request approval of such procedures.

NOTICE

30. No trustee or examiner has been appointed in these Chapter 11 Cases. The Debtors have provided notice of filing of the Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Creditor's Committee; and (c) counsel to Wells Fargo Bank, as agent under the Debtors' Prepetition Credit Agreement and DIP Facility (as defined in the Plan); and (d) any persons who have filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002. Due to the nature of the relief requested, the Debtors respectfully submit that no further notice of this Motion is required.


NO PRIOR REQUEST

31. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: Wilmington, Delaware
July 13, 2009

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 St., 17th Floor
Wilmington, DE 19801
Telephone: 302.571.6600
Facsimile: 302.571.1253

---- and ----

GIBSON, DUNN & CRUTCHER LLP
Michael A. Rosenthal (admitted *pro hac vice*)
Matthew K. Kelsey (admitted *pro hac vice*)
Saeed M. Muzumdar (admitted *pro hac vice*)
200 Park Ave, 47th Floor
New York, NY 10166-0193
Telephone: 212.351.4000
Facsimile: 212.351.4035

Aaron G. York (admitted *pro hac vice*)
Jeremy L. Graves (admitted *pro hac vice*)
2100 McKinney Ave, Suite 1100
Dallas, TX 75201-6911
Telephone: 214.698.3100
Facsimile: 214.571.2900

PROPOSED ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

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

| | | |
|---|---|--|
| IN RE: |) | |
| |) | Chapter 11 |
| |) | |
| BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i>,¹ |) | Case No. 09-12074 (KJC) |
| |) | |
| Debtors. |) | Jointly Administered |
| |) | |
| |) | Objection Deadline: July 22, 2009 at 4:00 p.m. (ET) |
| |) | Hearing Date: July 29, 2009 at 10:00 a.m. (ET) |

NOTICE OF MOTION

TO: (A) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (B) COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS; (C) COUNSEL TO WELLS FARGO BANK, AS AGENT UNDER THE PREPETITION CREDIT FACILITY AND THE DIP FACILITY (AS DEFINED IN THE PLAN); AND (D) ALL PARTIES THAT HAVE REQUESTED NOTICE PURSUANT TO RULE 2002 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the attached **Debtors’ Motion for an Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, Including (A) Approving the Form and Manner of Solicitation Procedures, (B) Approving the Form and Manner of Notice of the Confirmation Hearing, (C) Establishing a Record Date and Approving Procedures for Distribution of Solicitation Packages, (D) Approving Forms of Ballots, (E) Establishing the Deadline for Receipt of Ballots, and (F) Approving the Procedures for Vote Tabulations; (III) Establishing the Deadline and Procedures for Filing Objections to (A) Confirmation of the Plan and (B) Proposed Cure Amounts Related to Contracts and Leases Assumed Under the Plan; and (IV) Granting Related Relief** (the “Motion”).

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **July 22, 2009 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

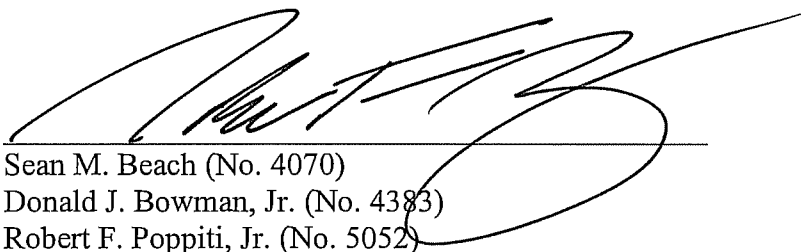
¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C 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.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON **JULY 29, 2009 AT 10:00 A.M. (ET)** BEFORE THE HONORABLE KEVIN J. CAREY AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE that if you fail to respond in accordance with this notice, the Court may grant the relief requested in the Motion without further notice or hearing.

Dated: Wilmington, Delaware
July 13, 2009

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
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Telephone: (302) 571-6600
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----and----

GIBSON, DUNN & CRUTCHER LLP
Michael A. Rosenthal (admitted *pro hac vice*)
Matthew K. Kelsey (admitted *pro hac vice*)
Saeed M. Muzumdar (admitted *pro hac vice*)
200 Park Avenue, 47th Floor
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

Aaron G. York (admitted *pro hac vice*)
Jeremy L. Graves (admitted *pro hac vice*)
2100 McKinney Avenue, Suite 1100
Dallas, Texas 75201-6911
Telephone: (214) 698-3100
Facsimile: (214) 571-2900

PROPOSED ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A

Proposed Order

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

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

ORDER (I) APPROVING THE DISCLOSURE STATEMENT; (II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN, INCLUDING (A) APPROVING THE FORM AND MANNER OF DISTRIBUTION OF SOLICITATION PACKAGES, (B) APPROVING THE FORM AND MANNER OF NOTICE OF THE CONFIRMATION HEARING, (C) ESTABLISHING A RECORD DATE AND APPROVING PROCEDURES FOR DISTRIBUTION OF SOLICITATION PACKAGES, (D) APPROVING FORMS OF BALLOTS, (E) ESTABLISHING THE DEADLINE FOR RECEIPT OF BALLOTS, AND (F) APPROVING THE PROCEDURES FOR VOTE TABULATIONS; (III) ESTABLISHING THE DEADLINE AND PROCEDURES FOR FILING OBJECTIONS TO (A) CONFIRMATION OF THE PLAN, AND (B) PROPOSED CURE AMOUNTS RELATED TO CONTRACTS AND LEASES ASSUMED UNDER THE PLAN; AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "***Motion***") of Building Materials Holding Corporation and certain of its affiliates, as debtors and debtors in possession (collectively, the "***Debtors***"), pursuant to sections 1125 and 1126 of the Bankruptcy Code,² Bankruptcy Rules 2002, 3016, 3017, and 3020 and Local Rules 3017-1(a) and 3017-1(b), for entry of an order (i) approving the Disclosure Statement; (ii) establishing procedures for solicitation and tabulation

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.

² Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

of votes to accept or reject the Plan, including (a) approving the form and manner of distribution of the solicitation packages, (b) approving the form and manner of notice of the Confirmation Hearing, (c) establishing a record date and approving procedures for distributing solicitation packages, (d) approving the forms of ballots, (e) establishing the deadline for the receipt of ballots, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing the deadline and procedures for filing objections to (a) confirmation of the Plan and (b) proposed cure amounts for executory contracts and unexpired leases that may be assumed as part of the Plan; (iv) granting related relief, all as set forth in the Motion; 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 relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED:

1. The Motion is granted as set forth below.
2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and any objections to the adequacy of the information contained in the Disclosure Statement not otherwise consensually resolved are overruled.

3. The Debtors shall mail or caused to be mailed to holders of Claims entitled to vote on the Plan no later than August 4, 2009, a solicitation package containing: (a) written notice (the "**Confirmation Hearing Notice**"), substantially in the form annexed to the Motion as **Exhibit B**, of (i) the Court's approval of the Disclosure Statement, (ii) the deadline for voting on the Plan, (iii) the date of the Confirmation Hearing, and (iv) the deadline and procedures for filing objections to confirmation of the Plan, which Confirmation Hearing Notice is approved; (b) the Plan (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion); (c) the Disclosure Statement, substantially in the form approved by the Court (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion); (d) the appropriate ballot (substantially in the form annexed to the Motions as **Exhibits C-1** through **C-4**) and ballot return envelope; and (e) such other information as the Court may direct or approve (collectively, the "**Solicitation Package**"). The Debtors shall send to each impaired creditor entitled to vote on the Subplans (a) only the Solicitation Package appropriate for the class applicable to such creditor, and (b) only one Solicitation Package even if such creditor has Claims against more than one of the Debtors. The Solicitation Package and the manner of service of the Solicitation Package satisfies the requirements of Bankruptcy Rule 3017(d).

4. The Debtors shall mail or cause to be mailed to each of the known counterparties to the Contracts and Leases a Confirmation Hearing Notice and the Disclosure Statement and Plan (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion).

5. Pursuant to Bankruptcy Rule 3017(d), the Debtors are not required to transmit a Solicitation Package to the Non-Voting Parties. By August 4, 2009, the Debtors shall mail or cause to be mailed to each Non-Voting Party the Non-Voting Holder Notice substantially in the form annexed to the Motion as **Exhibit D**.

6. The Debtors shall publish notice (the "**Publication Notice**"), substantially in the form annexed to the Motion as **Exhibit E**, in the national edition of the *Wall Street Journal*, regional English and Spanish language papers in Las Vegas, Los Angeles, and Phoenix, and English language publications in Miami and Fort Lauderdale within 10 days after the entry of this Order.

7. July 29, 2009 is established as the record date (the "**Record Date**") for the purposes of determining the creditors and interest holders entitled to receive the Solicitation Package or the Non-Voting Holder Notice, as applicable.

8. The Garden City Group, Inc. ("**GCG**" or the "**Balloting Agent**") shall tabulate the ballots and certify to the Court the results of the balloting.

9. The Debtors are permitted to dispense with the mailing of Solicitation Packages or Non-Voting Holder Notices to addresses and entities to which the notice of the Disclosure Statement Hearing was returned by the United States Postal Service as undeliverable, unless the Debtors are provided with an accurate address.

10. The Ballots, substantially in the form annexed to the Motion as **Exhibits C-1** through **C-4**, are hereby approved.

11. All Ballots must be properly executed, completed and delivered to the Balloting Agent at (A) The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, if by first class mail, or (B) The Garden City Group, Inc., Attn: Building Materials Holding Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017, if by overnight mail or hand-delivery, so that the Ballots are received on or before August 31, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Voting Deadline**"), unless extended by the

Debtors. Ballots cast by facsimile, email, or other electronic transmission will not be counted unless approved in advance by the Debtors in writing.

12. For purposes of voting on the Plan, the amount of a claim held by a creditor shall be determined pursuant to the following guidelines:

- (a) The claim listed in a Debtor's schedule of liabilities, provided that (i) such claim is not scheduled as contingent, unliquidated, undetermined, or disputed, and (ii) no Proof of Claim³ has been timely filed (or otherwise deemed timely filed by the Court under applicable law).
- (b) The noncontingent and liquidated amount specified in a Proof of Claim timely filed with the Court or GCG (or otherwise deemed timely filed by the Court under applicable law) to the extent the Proof of Claim has not been superseded or amended by another Proof of Claim, and is not the subject of an objection, either generally to the applicable claim or solely for purposes of determining the amount of the applicable claim for voting purposes, filed no later than September 3, 2009 (the "***Vote Objection Deadline***") (or, if such claim has been resolved pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).
- (c) The amount temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), provided that a motion is brought, notice is provided, and a hearing is held at or prior to the Confirmation Hearing, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.
- (d) Except as otherwise provided in subsection (c) hereof, with respect to a ballot cast by an alleged creditor whose claim (i) is not listed on a Debtor's schedule of liabilities, or (ii) is listed as disputed, contingent, and/or unliquidated on a Debtor's schedule of liabilities, but who has timely filed a Proof of Claim in an unliquidated or unknown amount that is not the subject of an

³ Pursuant to the proposed *Debtors' Motion For An Order Pursuant To Sections 501, 502, And 1111(A) Of The Bankruptcy Code, Bankruptcy Rules 2002 And 3003(C)(3), And Local Rule 2002-1(E) Establishing Bar Dates For Filing Proofs Of Claim And Approving The Form And Manner Of Notice Thereof*, which motion is scheduled for hearing on July 16, 2009, certain persons or entities asserting a claim against one or more of the Debtors are required to file a separate proof of claim in the chapter 11 case of each Debtor against whom a claim is asserted.

objection filed before the Vote Objection Deadline, such ballot shall be counted as a vote in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met solely with respect to Classes 6(a)-(c) and 8(a)-(c) of the Plan, but shall not be counted in determining whether the aggregate claim amount requirement has been met.

- (e) With respect to a ballot cast by a creditor holding a claim in Classes 8(a)-8(c), whether such claim is treated in such Classes because the claimant's aggregate claims against all of the Debtors is less than \$5,000 or because such claims exceed \$5,000 but are reduced to \$5,000 in the aggregate by virtue of making the Small Unsecured Claims Class Election on a Class 6(a)-(c) ballot, such ballot shall be counted as a Class 8(a)-(c) vote, as applicable, in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met with respect to the applicable Class and, with respect to such Class, in an amount equal to the lesser of the of the full amount of the claim of the creditor in such Class and \$5,000.
- (f) If a creditor elects to complete Item 1 on the ballot, which allows a single vote for all claims held by such creditor in the applicable Classes, such vote shall be counted separately for numerosity purposes in each Class in which the creditor is entitled to vote and, with respect to each such Class, in the full amount of the claim in such Class, except as provided in (e) above.

13. Creditors seeking to have a claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file and serve notice of hearing on a motion (the "*Claims Estimation Motion*") for such relief no later than August 17, 2009. The Court will schedule a hearing on such motion to be heard at or prior to the Confirmation Hearing. If a creditor casts a ballot and has timely filed a Proof of Claim (or has otherwise had a Proof of Claim deemed timely filed by the Court under applicable law), but the creditor's claim is the subject of an objection (either generally to the applicable claim, or solely for purposes of determining the amount of the applicable claim for voting purposes) filed no later than the Vote Objection Deadline, the creditor's ballot shall not be counted, unless such claim is temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a),

after a Claims Estimation Motion is brought by such creditor, notice is provided, and a hearing is held at or prior to the Confirmation Hearing. Notwithstanding the foregoing, if an objector to a claim requests that such claim be reclassified and/or allowed in a fixed, reduced amount, such claimant's ballot shall, to the extent either mutually acceptable to the claimant, objector and Debtors or as ordered by the Bankruptcy Court after notice and hearing, be counted in such reduced amount and/or under the reclassified category.

14. The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- (a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.
- (b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.
- (c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.
- (d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.
- (e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.
- (f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

- (g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.
- (h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.
- (i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.
- (j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.
- (k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.
- (l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.
- (m) If a creditor in Classes 6(a)-6(c) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(c) limited for distribution purposes, in the aggregate, to \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be a Class 8 ballot.
- (n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

15. Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be in writing, served on the parties identified below, and filed with the Court, together with proof of service, such that the foregoing are received by such parties and the Court on or before August 31, 2009 at 4:00 p.m. (prevailing Eastern Time) (the

"Confirmation Objection Deadline"). The Court shall consider only written objections that are timely filed and served by the Confirmation Objection Deadline. All objections not timely filed and served in accordance with the provisions of this Motion are hereby deemed waived. Objections to confirmation of the Plan should provide proposed language to remedy such objections and shall be served on the following parties:

The Debtors: Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street).

With copies to Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166-0193 (Attn: Michael A. Rosenthal and Matthew K. Kelsey) and Young Conaway Stargatt & Taylor, LLP, 1000 West Street, 17th Floor, P.O. Box 391, Wilmington, DE 19801 (Attn: Sean M. Beach and Robert F. Poppiti).

The Creditors Committee: Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339, (Attn: Christopher J. Giaimo, Jr. and Katie A. Lane) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler).

The DIP Administrative Agent: Wells Fargo Bank, c/o Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105, (Attn: Kevin B. Fisher and Seth Mennillo) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath).

Office of the United States Trustee: 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Joseph McMahon).

16. Any party supporting the Plan shall be afforded an opportunity to file a response to any objection to confirmation of the Plan, prior to the Confirmation Hearing.

17. A hearing shall be held before this Court on September 10, 2009 at 3:00 p.m. (prevailing Eastern Time), at the United States Bankruptcy Court for the District of Delaware, 824 N. Market St., 5th Floor, Wilmington, Delaware 19801, or as soon thereafter as counsel can be heard, to consider confirmation of the Plan (the **"Confirmation Hearing"**).

18. The Confirmation Hearing may be adjourned from time to time without further notice to creditors and other parties in interest other than an announcement of the adjourned date at the Confirmation Hearing.

19. The following procedures are approved for establishing the Cure Amounts for the executory contracts and leases to be assumed pursuant to the Plan:

- (a) the Debtors will cause the Notice of (i) Possible Assumption of Contracts and Leases, (ii) Fixing of Cure Amounts, and (iii) Deadline to Object Thereto (the "**Cure Notice**"), in a form substantially similar to the notice annexed hereto as **Exhibit F**, to be served on the non-debtor parties to all Assumed Contracts and Leases by August 17, 2009. Among other things, the Cure Notice shall set forth the Cure Amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts and Leases;⁴
- (b) the non-debtor parties to the Assumed Contracts and Leases shall have until the Confirmation Objection Deadline, which deadline may be extended in the sole discretion of the Debtors, to object (a "**Cure Objection**") to the (i) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) proposed assumption of the Assumed Contracts and Leases under the Plan; *provided, however*, that if, subsequent to August 17, 2009, the Debtors amend the list of the Assumed Contracts and Leases to add a contract or lease or to reduce the Cure Amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least seven calendar days after service of such amendment to object thereto or to propose an alternative Cure Amount(s);
- (c) any party objecting to the Cure Amount(s), whether or not such party previously has filed a Proof of Claim with respect to amounts due under the applicable Assumed Contract or Lease, or objecting to the potential assumption of such Assumed Contract or Lease, shall be required to file and serve a Cure Objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Assumed Contract or Lease and/or any and all objections to the potential assumption of such Assumed Contract or Lease, together with all documentation supporting such cure claim or objection,

⁴ Receipt of a Cure Notice does not constitute a determination by the Debtors to assume any executory contract or unexpired lease; the Debtors may still decide *not* to assume any executory contract or unexpired lease through the Plan or otherwise.

upon each of the Notice Parties so that the ***Cure Objection is actually received by them no later than the Confirmation Objection Deadline.*** If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection, the Court shall determine the amount of any disputed Cure Amount(s) or adjudicate such Cure Objection at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree. The Debtors may, in their sole discretion, extend the Confirmation Objection Deadline without further notice, but are not obligated to do so; and

- (d) in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the assumption of the Assumed Contract or Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to an Assumed Contract or Lease, upon the effective date of the Plan, the Reorganized Debtors and the counterparty to such Assumed Contract or Lease shall enjoy all of the rights and benefits under the Assumed Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Assumed Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition, or otherwise restrict the Debtors' assumption of the Assumed Contract or Lease.

The inclusion of a Contract or Lease in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming any such Contract or Lease assumed or rejected, and inclusion in the Cure Notice is *not* a final determination that any Contract or Lease will, in fact, be assumed.

20. Prior to mailing the Disclosure Statement, Solicitation Packages, Non-Voting Holder Notices, or the Cure Notice, the Debtors may fill in any missing dates and other information, correct any typographical errors, and make such other non-material, non-substantive changes as they deem appropriate.

21. GCG is authorized, but not directed, to contact creditors who have submitted invalid Ballots in order to correct the defect in such creditor's Ballot.

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

23. The Court shall retain jurisdiction with respect to all matters arising under or relating to the implementation and enforcement of this Order.

Dated: Wilmington, Delaware
July __, 2009

Kevin J. Carey
Chief United States Bankruptcy Judge

EXHIBIT B

Notice of Confirmation Hearing

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

| | |
|--|--|
| IN RE: |) Chapter 11 |
| |) |
| BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , ¹ |) Case No. 09-12074 (KJC) |
| |) |
| Debtors. |) Jointly Administered |
| |) |
| |) Voting Deadline and Confirmation Objection |
| |) Deadline: August 31, 2009 at 4:00 p.m. (ET) |
| |) Confirmation Hearing: September 10, 2009 at 3:00 p.m. (ET) |

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

TO: HOLDERS OF CLAIMS IN CLASSES 2(a)-(c), 3(a)-(c), 6(a)-(c) AND 8(a)-(c)

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. YOUR VOTE IS BEING SOLICITED IN CONNECTION WITH THE *JOINT PLAN OF REORGANIZATION FOR THE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE* (INCLUDING ALL EXHIBITS THERETO AND AS AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "**PLAN**").² YOU SHOULD CAREFULLY REVIEW THE INFORMATION AND MATERIAL SET FORTH IN THE DISCLOSURE STATEMENT (AS DEFINED BELOW) ENCLOSED HERewith (AND IN THE EXHIBITS ATTACHED THERETO) TO MAKE AN INDEPENDENT DETERMINATION AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

APPROVAL OF DISCLOSURE STATEMENT

2. By order dated July 29, 2009 (the "**Disclosure Statement Order**"), the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") approved the *Disclosure Statement with respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Disclosure Statement**") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**").

DEADLINE FOR VOTING ON THE PLAN

3. By the Disclosure Statement Order, the Bankruptcy Court established **August 31, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the "**Voting Deadline**") as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, your original ballot (which is enclosed herewith) must actually be **received** on or before the Voting Deadline by The Garden City Group, Inc. at the following address: (i) by first class mail, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (ii) by overnight mail or hand delivery, The Garden City Group, Inc., Attn: Building Materials Holding

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.

² All capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Plan.

Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. Ballots cast by facsimile, email or other electronic transmission will not be counted.

CONFIRMATION HEARING

4. On September 10, 2009 at 3:00 p.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "*Confirmation Hearing*") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the Plan, as the same may be amended, modified or supplemented from time to time, and for such other and further relief as may be just and proper. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

EXCULPATION, INJUNCTIONS AND RELEASES

5. The Plan contains the exculpation, injunction and release provisions set forth below:

9.2.1. Releases by the Debtors. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacity and as debtors in possession will be deemed to release and forever waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between and Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.2.2. Certain Waivers. Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of Section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR

HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

9.2.3. Releases by Holders of Claims and Interests. As of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have to released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.2.4. Exculpation. The Exculpated Parties shall not be liable, other than for gross negligence or willful misconduct, to any Holder of a Claim or Interest or any other Person with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time prior to the Effective Date in connection with:

- the management or operation of the Debtors or the discharge of their duties under the Bankruptcy Code;
- the implementation of any of the transactions provided for, or contemplated in the Plan or the other Plan Documents;
- any action taken in connection with either the enforcement of the rights of any Debtor against any Persons or the defense of Claims asserted against any such Debtor with regard to the Chapter 11 Cases;
- any action taken in the negotiation, formulation, development, proposal, solicitation, disclosure, Confirmation, or implementation of the Plan or the other Plan Documents; or
- the administration of the Plan or the assets and property to be distributed pursuant to the Plan.

In connection with this provision, the Exculpated Parties are entitled to reasonably rely upon the opinions of their respective counsel, accountants, and other experts or professionals and such reliance, if reasonable, will conclusively establish the absence of gross negligence or willful misconduct;

provided, however, that a determination that such reliance is unreasonable will not, by itself, constitute a determination regarding the existence of willful misconduct or gross negligence.

If the Holder of a Claim or Interest or other Person brings an action, suit, or proceeding covered by this Section and does not prevail, such Holder or other Person must pay the reasonable attorneys' fees and costs of the Exculpated Party. Moreover, as a condition to going forward with such action, suit, or proceeding, the Holder of a Claim or Interest or other Person must, at the outset, provide appropriate proof and assurances of its capacity to pay the Exculpated Party's reasonable attorneys' fees and costs in the event the Holder or other Person fails to prevail. The Exculpated Party shall have no obligation to pay, or provide appropriate proof and financial assurance of its capacity to pay, reasonable attorneys' fees and costs in the event that the Holder of a Claim or Interest or other Person prevails in any such action, suit, or proceeding against such Exculpated Party.

9.2.5. Injunction Related to Releases. To the fullest extent allowed by law, and except as otherwise provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released or exculpated pursuant to Section 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN

6. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before August 31, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "***Confirmation Objection Deadline***") with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be **actually received on or before the Confirmation Objection Deadline**, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and

Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

Dated: Wilmington, Delaware
July [], 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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Facsimile: (302) 571-1253

GIBSON, DUNN & CRUTCHER LLP

Michael A. Rosenthal (admitted *pro hac vice*)
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New York, NY 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

Attorneys for Debtors and Debtors in Possession

EXHIBIT C-1

Ballots for Class 2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

BALLOT FOR ACCEPTING OR REJECTING JOINT
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 2(a), 2(b), and 2(c): FUNDED LENDER CLAIMS

HOLDERS OF CLASS 2(a), 2(b), and 2(c) FUNDED
LENDER CLAIMS, YOUR BALLOT MUST BE
RECEIVED BY THE CLAIMS AND BALLOTING
AGENT BY 4:00 P.M. (PREVAILING EASTERN
TIME) ON AUGUST 31, 2009, THE VOTING
DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED.

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Order.

The Plan consists of three separate plans of reorganization (the "**Subplans**"): (a) BMHC Plan for Debtor Building Materials Holding Corporation; (b) BMC West Plan for Debtors BMC West Corporation and Illinois Framing, Inc. (the "**BMC West Debtors**"); and (c) SelectBuild Plan for Debtors SelectBuild Construction, Inc., SelectBuild Northern California, Inc., C Construction, Inc., TWF Construction, Inc., H.N.R. Framing Systems, Inc., SelectBuild Southern California, Inc., SelectBuild Nevada, Inc., SelectBuild Arizona, LLC, and SelectBuild Illinois, LLC (the "**SelectBuild Debtors**"). If you have claims against more than one Debtor, you may vote on each of the applicable Plans. Thus, for example, if you have a claim against the SelectBuild Debtors and a claim against the BMC West Debtors, you may vote separately with respect to the BMC West Plan and the SelectBuild Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who

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.

vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' Claims, Noticing and Balloting Agent (the "**Balloting Agent**") by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your Funded Lender Claim(s) have been placed in Class 2 under the Plan.

INSTRUCTIONS

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. **SO THAT IT IS RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 31 2009 (THE "VOTING DEADLINE")** AT THE FOLLOWING ADDRESS:

**If sent in the envelope provided
or otherwise by First Class Mail:**

The Garden City Group, Inc.
Attn.: Building Materials Holding Corporation .
P.O. Box 9393
Dublin, OH 43017-4293

**If sent by Overnight Courier
or Personal Delivery:**

The Garden City Group, Inc.
Attn.: Building Materials Holding Corporation
5151 Blazer Parkway, Suite A

Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

| |
|---------------------------|
| <u>BALLOT FORM</u> |
|---------------------------|

Item 1. Class 2(a), Class 2(b) and Class 2(c) Omnibus Funded Lender Claims Vote. The undersigned, a holder of Funded Lender Claims against BMHC, the BMC West Debtors and/or the SelectBuild Debtors in the amounts set forth below, votes to (check one box below):

☐ **Accept** all Plans.

☐ **Reject** all Plans.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

Item 2.

A. Class 2(a) BMHC Funded Lender Claims Vote. The undersigned, a holder of Funded Lender Claims against BMHC in the amounts set forth below, votes to (check one box below):

☐ **Accept** the BMHC Plan.

☐ **Reject** the BMHC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

B. Class 2(b) BMC West Funded Lender Claims Vote. The undersigned, a holder of Funded Lender Claims against BMC West in the amounts set forth below, votes to (check one box below):

☐ **Accept** the BMC West Plan.

☐ **Reject** the BMC West Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

C. Class 2(c) SelectBuild Funded Lender Claims Vote. The undersigned, a holder of (a) Funded Lender Claims against SelectBuild in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild Plan.

☐ **Reject** the SelectBuild Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

Item 3: Voting Assumptions.

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(c) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an

acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(c) limited for distribution purposes, in the aggregate, to \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be a Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 2 Claim or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions; and

(e) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

| | |
|-------|---|
| _____ | Name of Creditor (Please Print) |
| _____ | Authorized Signature |
| _____ | Name of Signatory |
| _____ | If by Authorized Agent, Name and Title ² |
| _____ | Street Address |
| _____ | City, State, Zip Code |
| _____ | Telephone Number |
| _____ | Date Completed |
| _____ | |

THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.

PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

² As indicated in the Instructions, evidence of authority **must** be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

EXHIBIT C-2

Ballots for Class 3

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

BALLOT FOR ACCEPTING OR REJECTING JOINT
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 3(a), 3(b), and 3(c): L/C LENDER CLAIMS

HOLDERS OF CLASS 3(a), 3(b), and 3(c) L/C
LENDER CLAIMS, YOUR BALLOT MUST BE
RECEIVED BY THE CLAIMS AND BALLOTING
AGENT BY 4:00 P.M. (PREVAILING EASTERN
TIME) ON AUGUST 31, 2009, THE VOTING
DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED.

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Order.

The Plan consists of three separate plans of reorganization (the "**Subplans**"): (a) BMHC Plan for Debtor Building Materials Holding Corporation; (b) BMC West Plan for Debtors BMC West Corporation and Illinois Framing, Inc. (the "**BMC West Debtors**"); and (c) SelectBuild Plan for Debtors SelectBuild Construction, Inc., SelectBuild Northern California, Inc., C Construction, Inc., TWF Construction, Inc., H.N.R. Framing Systems, Inc., SelectBuild Southern California, Inc., SelectBuild Nevada, Inc., SelectBuild Arizona, LLC, and SelectBuild Illinois, LLC (the "**SelectBuild Debtors**"). If you have claims against more than one Debtor, you may vote on each of the applicable Plans. Thus, for example, if you have a claim against the SelectBuild Debtors and a claim against the BMC West Debtors, you may vote separately with respect to the BMC West Plan and the SelectBuild Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who

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.

vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' Claims, Noticing and Balloting Agent (the "**Balloting Agent**") by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your L/C Lender Claim(s) have been placed in Class 3 under the Plan.

INSTRUCTIONS

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. **SO THAT IT IS RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 31 2009 (THE "VOTING DEADLINE")** AT THE FOLLOWING ADDRESS:

**If sent in the envelope provided
or otherwise by First Class Mail:**

The Garden City Group, Inc.
Attn.: Building Materials Holding Corporation .
P.O. Box 9393
Dublin, OH 43017-4293

**If sent by Overnight Courier
or Personal Delivery:**

The Garden City Group, Inc.
Attn.: Building Materials Holding Corporation
5151 Blazer Parkway, Suite A
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

| |
|--------------------|
| BALLOT FORM |
|--------------------|

Item 1. Class 3(a), Class 3(b) and Class 3(c) Omnibus L/C Lender Claims Vote. The undersigned, a holder of L/C Lender Claims against BMHC, the BMC West Debtors and/or the SelectBuild Debtors in the amounts set forth below, votes to (check one box below):

☐ **Accept** all Plans.

☐ **Reject** all Plans.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

Item 2.

A. Class 3(a) BMHC L/C Lender Claims Vote. The undersigned, a holder of L/C Lender Claims against BMHC in the amounts set forth below, votes to (check one box below):

☐ **Accept** the BMHC Plan.

☐ **Reject** the BMHC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

B. Class 3(b) BMC West L/C Lender Claims Vote. The undersigned, a holder of L/C Lender Claims against BMC West in the amounts set forth below, votes to (check one box below):

☐ **Accept** the BMC West Plan.

☐ **Reject** the BMC West Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

C. Class 3(c) SelectBuild L/C Lender Claims Vote. The undersigned, a holder of (a) L/C Lender Claims against SelectBuild in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild Plan.

☐ **Reject** the SelectBuild Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

Item 3: Voting Assumptions.

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(c) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(c) limited for distribution purposes, in the aggregate, to \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be a Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 3 Claim or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions; and

(e) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

| | |
|-------|---|
| _____ | Name of Creditor (Please Print) |
| _____ | Authorized Signature |
| _____ | Name of Signatory |
| _____ | If by Authorized Agent, Name and Title ² |
| _____ | Street Address |
| _____ | City, State, Zip Code |
| _____ | Telephone Number |
| _____ | Date Completed |
| _____ | |

THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.

PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

² As indicated in the Instructions, evidence of authority must be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

EXHIBIT C-3

Ballots for Class 6

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

BALLOT FOR ACCEPTING OR REJECTING JOINT
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 6(a), 6(b), and 6(c): GENERAL UNSECURED CLAIMS

HOLDERS OF CLASS 6(a), 6(b), and 6(c) GENERAL
UNSECURED CLAIMS, YOUR BALLOT MUST BE
*RECEIVED BY THE CLAIMS AND BALLOTING
AGENT BY 4:00 P.M. (PREVAILING EASTERN
TIME) ON AUGUST 31, 2009, THE VOTING
DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED.*

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Order.

The Plan consists of three separate plans of reorganization (the "**Subplans**"): (a) BMHC Plan for Debtor Building Materials Holding Corporation; (b) BMC West Plan for Debtors BMC West Corporation and Illinois Framing, Inc. (the "BMC West Debtors"); and (c) SelectBuild Plan for Debtors SelectBuild Construction, Inc., SelectBuild Northern California, Inc., C Construction, Inc., TWF Construction, Inc., H.N.R. Framing Systems, Inc., SelectBuild Southern California, Inc., SelectBuild Nevada, Inc., SelectBuild Arizona, LLC, and SelectBuild Illinois, LLC (the "SelectBuild Debtors"). If you have claims against more than one Debtor, you may vote on each of the applicable Plans. Thus, for example, if you have a claim against the SelectBuild Debtors and a claim against the BMC West Debtors, you may vote separately with respect to the BMC West Plan and the SelectBuild Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who

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.

vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' Claims, Noticing and Balloting Agent (the "**Balloting Agent**") by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your General Unsecured Claim(s) have been placed in Class 6 under the Plan.

INSTRUCTIONS

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN OR TO MAKE THE SMALL UNSECURED CLAIMS CLASS ELECTION. . PLEASE SEE C BELOW REGARDING THE IMPACT OF MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN OR TO MAKE THE SMALL UNSECURED CLAIMS CLASS ELECTION. PLEASE NOTE THAT YOU MAY ONLY MAKE THE SMALL UNSECURED CLAIMS CLASS ELECTION IF YOU MAKE SUCH ELECTION WITH RESPECT TO ALL OF YOUR CLAIMS AGAINST THE DEBTORS, AND THAT BY MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION WITH RESPECT TO ONE OF YOUR CLAIMS YOU WILL BE DEEMED TO HAVE MADE IT WITH RESPECT TO ALL OF YOUR CLAIMS. PLEASE SEE C BELOW REGARDING THE IMPACT OF MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION.

C. **EFFECT OF SMALL UNSECURED CLAIMS CLASS ELECTION. MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION IS VOLUNTARY. BY MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION YOU WILL BE DEEMED TO HAVE AGREED TO REDUCE THE AMOUNT OF YOUR AGGREGATE GENERAL UNSECURED CLAIMS AGAINST THE DEBTORS TO THE LESSER OF (A) THE AMOUNT OF SUCH AGGREGATE CLAIMS AND (B) \$5,000. MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION CONSTITUTES AN ACCEPTANCE OF THE PLAN AND INDICATES YOUR AGREEMENT TO WAIVE CLASS 6 TREATMENT. PURSUANT TO THE PLAN, YOUR CLAIM SHALL BE A CLASS 8 CLAIM AND, IF ALLOWED, WILL BE PAID IN FULL IN CASH ON THE DISTRIBUTION DATE, SUBJECT TO THE LIMITATION DESCRIBED ABOVE.**

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. **SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.**

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. **SO THAT IT IS RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 31 2009 (THE "VOTING DEADLINE")** AT THE FOLLOWING ADDRESS:

**If sent in the envelope provided
or otherwise by First Class Mail:**

The Garden City Group, Inc.
Attn.: Building Materials Holding Corporation .
P.O. Box 9393
Dublin, OH 43017-4293

**If sent by Overnight Courier
or Personal Delivery:**

The Garden City Group, Inc.
Attn.: Building Materials Holding Corporation
5151 Blazer Parkway, Suite A
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

BALLOT FORM

Item 1. Class 6(a), Class 6(b) and Class 6(c) Omnibus General Unsecured Claims Vote. The undersigned, a holder of General Unsecured Claims against BMHC, the BMC West Debtors and/or the SelectBuild Debtors in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept all Plans.**

☐ **Reject all Plans.**

☐ **Make the Small Unsecured Claims Class Election** (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) **and Accept All Subplans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

Item 2.

A. Class 6(a) BMHC General Unsecured Claims Vote. The undersigned, a holder of General Unsecured Claims against BMHC in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims) and such choice can be indicated by checking the relevant box below):

☐ **Accept the BMHC Plan.**

☐ **Reject the BMHC Plan.**

☐ **Make the Small Unsecured Claims Class Election** (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) **and Accept all Subplans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

B. Class 6(b) BMC West General Unsecured Claims Vote. The undersigned, a holder of General Unsecured Claims against BMC West in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims) and such choice can be indicated by checking the relevant box below):

☐ **Accept the BMC West Plan.**

☐ **Reject the BMC West Plan.**

☐ **Make the Small Unsecured Claims Class Election** (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) **and Accept all Subplans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

C. Class 6(c) SelectBuild General Unsecured Claims Vote. The undersigned, a holder of (a) General Unsecured Claims against SelectBuild in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims) and such choice can be indicated by checking the relevant box below):

☐ **Accept the SelectBuild Plan.**

☐ **Reject the SelectBuild Plan.**

☐ **Make the Small Unsecured Claims Class Election** (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) **and Accept all Subplans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

Item 3: Voting Assumptions.

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(c) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(c) limited for distribution purposes, in the aggregate, to \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be a Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 6 Claim (or, if making the Small Unsecured Claims Class Election, a Class 8 Claim) or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions;

(e) if the Small Unsecured Claims Class Election has been made, the undersigned has agreed to waive its treatment as a Class 6 creditor against the Debtors, to accept all applicable Subplans and to reduce its aggregate unsecured claims against the Debtors to \$5,000; and

(f) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

| |
|---|
| Name of Creditor (Please Print) |
| Authorized Signature |
| Name of Signatory |
| If by Authorized Agent, Name and Title ² |
| Street Address |
| City, State, Zip Code |
| Telephone Number |
| Date Completed |

THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.

PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

² As indicated in the Instructions, evidence of authority must be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

EXHIBIT C-4

Ballots for Class 8

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

BALLOT FOR ACCEPTING OR REJECTING JOINT
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 8(a), 8(b), and 8(c): SMALL UNSECURED CLAIMS

HOLDERS OF CLASS 8(a), 8(b), and 8(c) SMALL UNSECURED CLAIMS, YOUR BALLOT MUST BE RECEIVED BY THE CLAIMS AND BALLOTING AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 31, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED.

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code*, dated June 16, 2009 (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Order.

The Plan consists of three separate plans of reorganization (the "**Subplans**"): (a) BMHC Plan for Debtor Building Materials Holding Corporation; (b) BMC West Plan for Debtors BMC West Corporation and Illinois Framing, Inc. (the "**BMC West Debtors**"); and (c) SelectBuild Plan for Debtors SelectBuild Construction, Inc., SelectBuild Northern California, Inc., C Construction, Inc., TWF Construction, Inc., H.N.R. Framing Systems, Inc., SelectBuild Southern California, Inc., SelectBuild Nevada, Inc., SelectBuild Arizona, LLC, and SelectBuild Illinois, LLC (the "**SelectBuild Debtors**"). If you have claims against more than one Debtor, you may vote on each of the applicable Plans. Thus, for example, if you have a claim against the SelectBuild Debtors and a claim against the BMC West Debtors, you may vote separately with respect to the BMC West Plan and the SelectBuild Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who

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.

vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' Claims, Noticing and Balloting Agent (the "**Balloting Agent**") by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your Small Unsecured Claim(s) have been placed in Class 8 under the Plan.

INSTRUCTIONS

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. **SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.**

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. **SO THAT IT IS RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 31 2009 (THE "VOTING DEADLINE")** AT THE FOLLOWING ADDRESS:

**If sent in the envelope provided
or otherwise by First Class Mail:**

The Garden City Group, Inc.
Attn.: Building Materials Holding Corporation .
P.O. Box 9393
Dublin, OH 43017-4293

**If sent by Overnight Courier
or Personal Delivery:**

The Garden City Group, Inc.
Attn.: Building Materials Holding Corporation
5151 Blazer Parkway, Suite A
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

BALLOT FORM

Item 1. Class 8(a), Class 8(b) and Class 8(c) Omnibus Small Unsecured Claims Vote. The undersigned, a holder of Small Unsecured Claims against BMHC, the BMC West Debtors and/or the SelectBuild Debtors in the amounts set forth below, votes to (check one box below):

☐ **Accept** all Plans.

☐ **Reject** all Plans.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

Item 2.

A. Class 8(a) BMHC Small Unsecured Claims Vote. The undersigned, a holder of Small Unsecured Claims against BMHC in the amounts set forth below, votes to (check one box below):

☐ **Accept** the BMHC Plan.

☐ **Reject** the BMHC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

B. Class 8(b) BMC West Small Unsecured Claims Vote. The undersigned, a holder of Small Unsecured Claims against BMC West in the amounts set forth below, votes to (check one box below):

☐ **Accept** the BMC West Plan.

☐ **Reject** the BMC West Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

C. Class 8(c) SelectBuild Small Unsecured Claims Vote. The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild Plan.

☐ **Reject** the SelectBuild Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT

Item 3: Voting Assumptions.

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(c) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(c) limited for distribution purposes, in the aggregate, to \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be a Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 8 Claim or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions;

(e) the undersigned's aggregate general unsecured claims against the Debtors is \$5,000 or less or, if greater than \$5,000, the undersigned has agreed to reduce its aggregate unsecured claims against the Debtors to \$5,000; and

(f) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

| |
|---|
| _____ |
| Name of Creditor (Please Print) |
| _____ |
| Authorized Signature |
| _____ |
| Name of Signatory |
| _____ |
| If by Authorized Agent, Name and Title ² |
| _____ |
| Street Address |
| _____ |
| City, State, Zip Code |
| _____ |
| Telephone Number |
| _____ |
| Date Completed |
| _____ |

THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.

PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

² As indicated in the Instructions, evidence of authority must be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

EXHIBIT D

Non-Voting Holder Notice

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

| | | |
|---|---|--|
| IN RE: |) | Chapter 11 |
| |) | |
| |) | Case No. 09-12074 (KJC) |
| BUILDING MATERIALS HOLDING |) | |
| CORPORATION, <i>et al.</i> , ¹ |) | Jointly Administered |
| |) | |
| Debtors. |) | Confirmation Objection |
| |) | Deadline: August 31, 2009 at 4:00 p.m. (ET) |
| |) | Confirmation Hearing: September 10, 2009 at 3:00 p.m. (ET) |

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) HEARING TO CONSIDER
CONFIRMATION OF PLAN, AND (III) DEADLINE FOR FILING
OBJECTIONS TO CONFIRMATION OF PLAN
(Non-Voting Holding Notice)**

TO: ALL UNIMPAIRED CREDITORS OF THE DEBTORS, AND CREDITORS OR INTEREST HOLDERS NOT ENTITLED TO VOTE ON PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated July [29], 2009 (the "***Disclosure Statement Order***"), the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***") approved the *Disclosure Statement with Respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "***Disclosure Statement***") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "***Bankruptcy Code***").

CONFIRMATION HEARING

2. On September 10, 2009 at 3:00 p.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "**Confirmation Hearing**") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Plan**").² The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of impaired claims against the Debtors are entitled to vote on the Plan. However, holders of unimpaired claims against the Debtors are deemed to have accepted the Plan and are not entitled to vote on the Plan. Similarly, holders of claims against, and equity interests in, the Debtors that will receive no distribution under the Plan are deemed to have rejected the Plan and are not entitled to vote on the Plan.

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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

4. July 29, 2009 has been established by the Bankruptcy Court as the record date for determining the creditors and interest holders entitled to receive solicitation or notice materials for the Plan.

5. You are receiving this Notice because you are either an unimpaired creditor or a creditor or equity holder of the Debtors who will receive no distribution under the Plan and, therefore, not entitled to vote on the Plan.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

6. The Plan proposes to modify the rights of certain creditors and equity holders of the Debtors. The Plan establishes the following classes of Claims and Interests with the following treatment:

| Class | Type of Claim or Interest | Treatment of Claim/Interest | Projected Recovery Under the Plan |
|--------------|--|--|--|
| Unclassified | Administrative Expense Claims, including Claims under DIP Facility | These Claims are Unimpaired . The Plan provides for payment of Allowed Administrative Expense Claims in full in Cash. | 100% |
| Unclassified | Professional Compensation Claims | These Claims are Unimpaired . The Plan provides for payment of each Allowed Professional Compensation Claim in full in Cash. | 100% |
| Unclassified | Priority Tax Claims | These Claims are Unimpaired . The Plan provides for payment of each Allowed Priority Tax Claim in full in Cash. | 100% |
| 1(a)-(c) | Other Priority Claims | Claims in these Classes are Unimpaired . The Plan provides for payment of each Allowed Other Priority Claim in full in Cash. | 100% |
| 2(a)-(c) | Funded Lender Claims | Claims in these Classes are Impaired . Each Holder of an Allowed Funded Lender Claim shall receive (i) the Funded Lender's Share of the Sale Cash Collateral Excess Proceeds Account Effective Date Amount, (ii) a Term Note issued by Reorganized BMHC under the Term Loan Credit Agreement in an original aggregate principal amount equal to \$135,000,000 (less the Sale Cash Collateral Excess Proceeds Account Effective Date Amount) multiplied by such Holder's Pro Rata share of Allowed Funded Lender Claims; and (iii) its Pro Rata share of the Reorganized BMHC Equity Interests, subject to dilution by (a) any Reorganized BMHC Equity Interests issued from time to time to the Holders of L/C Lender Claims up to the Reorganized BMHC Equity Interest L/C Cap and (b) any Reorganized BMHC Equity Interests issued after the Effective Date in respect of the Long Term Incentive Plan. | 66.5% |
| 3(a)-(c) | L/C Lender Claims | Claims in these Classes are Impaired . From and after the Effective Date, obligations of the Prepetition L/C Lenders (whether Wells Fargo Bank, N.A. (" WFB "), as the letter of credit issuer under the Prepetition Credit Agreement, or the Prepetition Revolving Lenders in respect of their several reimbursement obligations to WFB arising under the Prepetition Credit Agreement) shall continue to be governed by the lender reimbursement provisions of the Prepetition Credit Agreement. Reorganized BMHC shall have no obligations whatsoever in respect of the letter of credit reimbursement obligations arising in respect of the Prepetition Letters of Credit, except (a) the Holders of Allowed L/C Lender Claims shall be entitled to the L/C Lender Fee and (b) as expressly set forth in Section 4.3.2.2 of the Plan, and all Liens with respect to the | NA |

| | | | |
|--|--|---|--|
| | | <p>Prepetition Credit Agreement shall be released, discharged and extinguished.</p> <p>To the extent any Allowed L/C Lender Claim is liquidated on or after the Petition Date, each Holder of an Allowed L/C Lender Claim shall, in full satisfaction, release, and discharge of and in exchange for the Liquidated L/C Amount of such Claim, receive the following:</p> <p>(A) a Term Note issued by Reorganized BMHC under the Term Loan Credit Agreement in an original aggregate principal amount equal to 50% of the Liquidated L/C Amount of the Allowed L/C Lender Claim; <i>provided, however</i>, that the maximum amount of the Term Notes issued in connection with Allowed L/C Lender Claims shall not exceed the Maximum L/C Lenders Term Note Cap; <i>provided, however</i>, that the principal amount of any Term Note issued by Reorganized BMHC on the Effective Date to the Holder of an Allowed L/C Lender Claim in respect of the Liquidated L/C Amount of such Claim shall be reduced by the L/C Lender's Share of the Sale Cash Collateral Excess Proceeds Account Effective Date Amount;</p> <p>(B) Reorganized BMHC Equity Interests, rounded to the nearest whole number, equal to such L/C Lender's Pro Rata share of the aggregate Reorganized BMHC Equity Interest L/C Cap multiplied by the ratio (expressed as a percentage) of the Liquidated L/C Amount to the Maximum L/C Lenders Term Note Cap, subject to dilution by any Reorganized BMHC Equity Interests issued after the Effective Date in respect of the Long Term Incentive Plan. The total Reorganized BMHC Equity Interests that shall be issued with respect to Allowed L/C Lender Claims shall not exceed the Reorganized BMHC Equity Interest L/C Lender Cap; and</p> <p>(C) The L/C Lender's Share of the Sale Cash Collateral Excess Proceeds Account Effective Date Amount.</p> <p>If, and only to the extent, a Prepetition L/C Lender fails to reimburse in full WFB in respect of its reimbursement obligation to WFB arising under the Prepetition Credit Agreement, WFB shall be entitled to receive the distribution described above which would otherwise be payable to such defaulting Prepetition L/C Lender.</p> <p>Prepetition Letters of Credit shall not be used by the Reorganized Debtors to collateralize obligations that do not exist as of the Effective Date, notwithstanding any provision of the Prepetition Letters of Credit to the contrary; provided, however, that the obligations under insurance policies and/or performance bonds incurred prior to the Effective Date shall (i) survive the Effective Date (as provided in Section [] of the Plan) and (ii) be collateralized by the Prepetition Letters of Credit until the earlier to occur of (a) the termination of such obligations or (b) the Maturity Date under the Term Loan Credit Agreement.</p> <p>Allowed L/C Lender Claims or any portion thereof that are not liquidated prior to the occurrence of the Maturity Date of the Term Loan Credit Agreement shall be extinguished, and any outstanding Prepetition Letters of Credit at that time shall be cancelled and replaced by the Reorganized Debtors as and to the extent necessary in accordance with their business judgment.</p> | |
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| 4(a)-(c) | Other Secured Claims | Claims in these Classes are Unimpaired . Each Allowed Other Secured Claim shall be reinstated or otherwise rendered unimpaired. | 100% |
| 5(a)-(c) | L/C General Unsecured Claims | Claims in these Class are Unimpaired . Each Allowed L/C General Unsecured Claim shall be reinstated, paid in full, or otherwise rendered Unimpaired. | 100% |
| 6(a) | BMHC General Unsecured Claims | <p>Claims in this Class are Impaired. Provided that the Class votes to accept the Plan, each Holder of an Allowed BMHC General Unsecured Claim shall receive its Pro Rata share of the BMHC Beneficial Interests in the Liquidating Trust, which shall entitle such Holder to distributions from the Liquidating Trust Assets as and to the extent set forth in the Plan and Liquidating Trust Agreement. Notwithstanding the foregoing, each Holder of an Allowed BMHC General Unsecured Claim shall be entitled, by exercise of the election set forth on the Ballot with respect to such BMHC General Unsecured Claim, to make the Small Unsecured Claims Class Election.</p> <p>If the Class votes to reject the Plan, on the Distribution Date, each Holder of an Allowed BMHC General Unsecured Claim shall receive its Pro Rata share of the BMHC Rejection Distribution.</p> | 55.2% |
| 6(b) | BMC West General Unsecured Claims | <p>Claims in this Class are Impaired. Provided that the Class votes to accept the Plan, each Holder of an Allowed BMC West General Unsecured Claim shall receive its Pro Rata share of the BMC West Beneficial Interests in the Liquidating Trust, which shall entitle such Holder to distributions from the Liquidating Trust Assets as and to the extent set forth in the Plan and the Liquidating Trust Agreement. Notwithstanding the foregoing, each Holder of a BMC West General Unsecured Claim shall be entitled, by exercise of the election set forth on the Ballot with respect to such Allowed Other Debtor Unsecured Claim, to make the Small Unsecured Claims Class Election.</p> <p>If the Class votes to reject the Plan, on the Distribution Date, each Holder of an Allowed BMC West General Unsecured Claim shall receive its Pro Rata share of the BMC West Rejection Distribution.</p> | 55.2% |
| 6(c) | SelectBuild General Unsecured Claims | <p>Claims in this Class are Impaired. Provided that the Class votes to accept the Plan, each Holder of an Allowed SelectBuild General Unsecured Claim shall receive its Pro Rata share of the SelectBuild Beneficial Interests in the Liquidating Trust, which shall entitle such Holder to distributions from the Liquidating Trust Assets as and to the extent set forth in the Plan and the Liquidating Trust Agreement. Notwithstanding the foregoing, each Holder of a SelectBuild General Unsecured Claim shall be entitled, by exercise of the election set forth on the Ballot with respect to such Allowed Other Debtor Unsecured Claim, to make the Small Unsecured Claims Class Election.</p> <p>If the Class votes to reject the Plan, on the Distribution Date, each Holder of an Allowed SelectBuild General Unsecured Claim shall receive its Pro Rata share of the SelectBuild Rejection Distribution.</p> | 55.2% |
| 7(a)-(c) | Intercompany Claims | Claims in these Classes are Unimpaired . To preserve the Debtors' corporate structure, Intercompany Claims may be reinstated as of the Effective Date or, at the Debtors' or Reorganized Debtors' option, be cancelled, and no distributions shall be made on account of such Claims. | 100% |

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| 8(a)-(c) | Small Unsecured Claims | Claims in these Classes are Impaired . Each Holder of a Small Unsecured Claim shall receive Cash equal to the lesser of (i) 100% of the Allowed Amount of such Claim (excluding any interest) or (ii) \$5,000; provided, however, that the Small Unsecured Claims Class Election shall only be effective upon the Confirmation Order and the occurrence of the Effective Date. | 100% |
| 9(a) | Interests in BMHC | Interests in this Class are Impaired . All Interests in BMHC shall be cancelled without further distribution. | NA |
| 9(b)-(c) | Other Interests | Interests in these Classes are Unimpaired . Intercompany Interests in each of the BMC West Debtors and the SelectBuild Debtors shall be reinstated for the benefit of the Holders thereof. | NA |
| 10(a)-(c) | Section 510(b) Claims | Claims in these Classes are Impaired . All Section 510(b) Claims shall be cancelled and discharged without further distribution. | 0% |

EXCULPATION, INJUNCTIONS AND RELEASES

7. The Plan contains the exculpation, injunction and release provisions set forth below:

9.2.1. Releases by the Debtors. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacity and as debtors in possession will be deemed to release and forever waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between and Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.2.2. Certain Waivers. Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of Section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE

EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

9.2.3. Releases by Holders of Claims and Interests. As of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.2.4. Exculpation. The Exculpated Parties shall not be liable, other than for gross negligence or willful misconduct, to any Holder of a Claim or Interest or any other Person with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time prior to the Effective Date in connection with:

- the management or operation of the Debtors or the discharge of their duties under the Bankruptcy Code;
- the implementation of any of the transactions provided for, or contemplated in the Plan or the other Plan Documents;
- any action taken in connection with either the enforcement of the rights of any Debtor against any Persons or the defense of Claims asserted against any such Debtor with regard to the Chapter 11 Cases;
- any action taken in the negotiation, formulation, development, proposal, solicitation, disclosure, Confirmation, or implementation of the Plan or the other Plan Documents; or
- the administration of the Plan or the assets and property to be distributed pursuant to the Plan.

In connection with this provision, the Exculpated Parties are entitled to reasonably rely upon the opinions of their respective counsel, accountants, and other experts or professionals and such reliance, if reasonable, will conclusively establish the absence of gross negligence or willful misconduct; *provided, however*, that a determination that such reliance is unreasonable will not, by itself, constitute a determination regarding the existence of willful misconduct or gross negligence.

If the Holder of a Claim or Interest or other Person brings an action, suit, or proceeding covered by this Section and does not prevail, such Holder or other Person must pay the reasonable attorneys' fees and costs of the Exculpated Party. Moreover, as a condition to going forward with such action, suit, or proceeding, the Holder of a Claim or Interest or other Person must, at the outset, provide appropriate proof and assurances of its capacity to pay the Exculpated Party's reasonable attorneys' fees and costs in the event the Holder or other Person fails to prevail. The Exculpated Party shall have no obligation to pay, or provide appropriate proof and financial assurance

of its capacity to pay, reasonable attorneys' fees and costs in the event that the Holder of a Claim or Interest or other Person prevails in any such action, suit, or proceeding against such Exculpated Party.

9.2.5. Injunction Related to Releases. To the fullest extent allowed by law, and except as otherwise provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released or exculpated pursuant to Section 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN

8. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before August 31, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Confirmation Objection Deadline**") with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be **actually received on or before the Confirmation Objection Deadline**, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (iii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

COPIES OF PLAN AND DISCLOSURE STATEMENT

9. The Disclosure Statement and the Plan are on file with the clerk of the Bankruptcy Court, and copies of the same may be obtained by parties in interest from the Debtors' balloting agent in connection with the Plan, The Garden City Group, Inc., by mail Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, by telephone at 1-866-364-4266, or on the internet at (<http://www.bmhcrestructuring.com/>). Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801, or viewed on the Internet at the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

Dated: Wilmington, Delaware
July [], 2009

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Attorneys for Debtors and Debtors in Possession

EXHIBIT E

Publication Notice of Confirmation Hearing

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

| | | |
|--|---|---|
| IN RE: |) | Chapter 11 |
| |) | |
| |) | Case No. 09-12074 (KJC) |
| BUILDING MATERIALS HOLDING CORPORATION, et al.,¹ |) | |
| |) | Jointly Administered |
| Debtors. |) | |
| |) | Voting Deadline and Confirmation Objection |
| |) | Deadline: August 31, 2009 at 4:00 p.m. (ET) |
| |) | Confirmation Hearing: September 10, 2009 at 3:00 p.m. (ET) |

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING
ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND
(IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN**

TO: HOLDERS OF CLAIMS IN CLASSES 2(a)-(c), 3(a)-(c), 6(a)-(c) AND 8(a)-(c)

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. YOUR VOTE IS BEING SOLICITED IN CONNECTION WITH THE *JOINT PLAN OF REORGANIZATION FOR THE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE* (INCLUDING ALL EXHIBITS THERETO AND AS AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN").² YOU SHOULD CAREFULLY REVIEW THE INFORMATION AND MATERIAL SET FORTH IN THE DISCLOSURE STATEMENT (AS DEFINED BELOW) (AND IN THE EXHIBITS ATTACHED THERETO) TO MAKE AN INDEPENDENT DETERMINATION AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. The Disclosure Statement and the Plan are on file with the clerk of the Bankruptcy Court, and copies of the same (and an appropriate Ballot) may be obtained by parties in interest from the Debtors' balloting agent in connection with the Plan, The Garden City Group, Inc., by mail Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, by telephone at 1-866-364-4266, or on the internet at (<http://www.bmhcrestructuring.com>). Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801, or viewed on the Internet at the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

APPROVAL OF DISCLOSURE STATEMENT

2. By order dated July 29, 2009 (the "*Disclosure Statement Order*"), the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") approved the *Disclosure Statement with respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "*Disclosure Statement*") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "*Bankruptcy Code*").

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.

² All capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Plan.

DEADLINE FOR VOTING ON THE PLAN

3. By the Disclosure Statement Order, the Bankruptcy Court established **August 31, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the "***Voting Deadline***") as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, your original ballot (which is enclosed herewith) must actually be **received** on or before the Voting Deadline by GCG at the following address: (i) by first class mail, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (ii) by overnight mail or hand delivery, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **Ballots cast by facsimile, email or other electronic transmission will not be counted.**

CONFIRMATION HEARING

4. On September 10, 2009 at 3:00 p.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "***Confirmation Hearing***") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the Plan, as the same may be amended, modified or supplemented from time to time, and for such other and further relief as may be just and proper. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

EXCULPATION, INJUNCTIONS AND RELEASES

5. The Plan contains the exculpation, injunction and release provisions set forth below:

9.2.1. Releases by the Debtors. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacity and as debtors in possession will be deemed to release and forever waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between and Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.2.2. Certain Waivers. Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of Section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

9.2.3. Releases by Holders of Claims and Interests. As of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.2.4. Exculpation. The Exculpated Parties shall not be liable, other than for gross negligence or willful misconduct, to any Holder of a Claim or Interest or any other Person with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time prior to the Effective Date in connection with:

- the management or operation of the Debtors or the discharge of their duties under the Bankruptcy Code;
- the implementation of any of the transactions provided for, or contemplated in the Plan or the other Plan Documents;
- any action taken in connection with either the enforcement of the rights of any Debtor against any Persons or the defense of Claims asserted against any such Debtor with regard to the Chapter 11 Cases;

- any action taken in the negotiation, formulation, development, proposal, solicitation, disclosure, Confirmation, or implementation of the Plan or the other Plan Documents; or
- the administration of the Plan or the assets and property to be distributed pursuant to the Plan.

In connection with this provision, the Exculpated Parties are entitled to reasonably rely upon the opinions of their respective counsel, accountants, and other experts or professionals and such reliance, if reasonable, will conclusively establish the absence of gross negligence or willful misconduct; *provided, however*, that a determination that such reliance is unreasonable will not, by itself, constitute a determination regarding the existence of willful misconduct or gross negligence.

If the Holder of a Claim or Interest or other Person brings an action, suit, or proceeding covered by this Section and does not prevail, such Holder or other Person must pay the reasonable attorneys' fees and costs of the Exculpated Party. Moreover, as a condition to going forward with such action, suit, or proceeding, the Holder of a Claim or Interest or other Person must, at the outset, provide appropriate proof and assurances of its capacity to pay the Exculpated Party's reasonable attorneys' fees and costs in the event the Holder or other Person fails to prevail. The Exculpated Party shall have no obligation to pay, or provide appropriate proof and financial assurance of its capacity to pay, reasonable attorneys' fees and costs in the event that the Holder of a Claim or Interest or other Person prevails in any such action, suit, or proceeding against such Exculpated Party.

9.2.5. Injunction Related to Releases. To the fullest extent allowed by law, and except as otherwise provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released or exculpated pursuant to Section 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN

6. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before August 31, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "Confirmation Objection Deadline") with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be **actually received on or before the Confirmation Objection Deadline**, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii)

Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

Dated: Wilmington, Delaware
July [], 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Attorneys for Debtors and Debtors in Possession

EXHIBIT F

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|--|
| IN RE: |) | Chapter 11 |
| |) | |
| BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , ¹ |) | Case No. 09-12074 (KJC) |
| |) | |
| Debtors. |) | Jointly Administered |
| |) | |
| |) | Cure Objection Deadline: August 31, 2009 at 4:00 p.m. (ET) |
| |) | |

**NOTICE OF (I) POSSIBLE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (II)
FIXING OF CURE AMOUNTS IN CONNECTION THEREWITH, AND
(III) DEADLINE TO OBJECT THERETO**

PLEASE TAKE NOTICE that on July 13, 2009, Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), filed in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") the Debtors' Motion for an Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, including (A) Approving the Form and Manner of Distribution of Solicitation Packages, (B) Approving the Form and Notice of the Confirmation Hearing, (C) Establishing a Record Date and Approving Procedures for Distribution of Solicitation Packages, (D) Approving Forms of Ballots, (E) Establishing the Deadline for Receipt of Ballots, and (F) Approving the Procedures for Vote Tabulations; (III) Establishing the Deadline and Procedures for Filing Objections to (A) Confirmation of the Plan, and (B) Proposed Cure Amounts Related to Contracts and Leases Assumed under the Plan; and (IV) Granting Related Relief (the "**Solicitation Procedures Motion**"). Pursuant to the Solicitation Procedures Motion, the Debtors sought Bankruptcy Court approval of, among other things, certain procedures for the fixing of Cure Amounts (as defined below) in connection with the Debtors' potential assumption of certain executory contracts and unexpired leases (each, a "**Contract**," and collectively, the "**Contracts**") pursuant to the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Plan**"),² and the deadline to object to Cure Amounts and the Debtors' potential assumption of the Contracts under the Plan.

PLEASE TAKE FURTHER NOTICE that on the schedule attached hereto as **Exhibit 1**, the Debtors have indicated the amounts (in each instance, the "**Cure Amount**") that the Debtors believe must be paid to you, as the non-Debtor party to the Contract(s) scheduled on **Exhibit 1**, in order to cure all monetary defaults under the respective Contract(s) in the event that the Debtors, in their sole discretion, assume any such Contract(s).

PLEASE TAKE FURTHER NOTICE that if you object to the Cure Amount for any Contract scheduled on **Exhibit 1**, whether or not you have previously filed a proof of claim in these chapter 11 cases with respect to amounts due under the applicable Contract, or object to the proposed assumption of such Contract under the Plan, you are required to file and serve an objection (an "**Objection**"), in writing, setting forth with specificity any and all cure obligations that you assert must be cured or satisfied in respect of the Contract and/or any and all objections to the potential assumption of such Contract, together with all documentation supporting such Objection. Any objections must be filed on or before **August 31, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the "**Cure Objection Deadline**") with the clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 together with proof of service, and served, in a manner as will cause such objection to be actually received on or before the Cure Objection Deadline, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.).

PLEASE TAKE FURTHER NOTICE that if an Objection is timely filed and not settled, the Court shall determine the amount of any disputed Cure Amount or adjudicate such Objection at a hearing to be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 at the time of the hearing to consider confirmation of the Plan (September 10, 2009 at 3:00 p.m. (prevailing Eastern Time)) (the "**Confirmation Hearing**"), or such other hearing date to which the Debtors and you may mutually agree and/or the Court may order. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so, and the Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that in the event that no Objection is timely filed with respect to a Contract, you shall be deemed to have consented to the assumption of the Contract and the Cure Amount and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**"), or otherwise with respect to the Contract from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Objection is filed with respect to a Contract, upon the effective date of the Plan, the Reorganized Debtors and you shall enjoy all of the rights and benefits under the Contract without the necessity of obtaining any party's written consent to the Debtors' assumption of the Contract, and you shall be deemed to have waived any right to object, consent, condition, or otherwise restrict the Debtors' assumption of the Contract.

PLEASE TAKE FURTHER NOTICE that if you agree with the assumption of your Contract and the Cure Amount indicated, you need not take any further action.

PLEASE TAKE FURTHER NOTICE that the inclusion of a Contract on *Exhibit 1* (a) is without prejudice to any of the Debtors' rights to modify their election to assume or to reject such Contract prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming such Contract assumed or rejected, (b) is not a final determination that such Contract will, in fact, be assumed, and (c) shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Dated: Wilmington, Delaware
July [], 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Attorneys for Debtors and Debtors in Possession

EXHIBIT 1
TO CURE NOTICE

| Description of Assumed Contract | Cure Amount |
|---------------------------------|-------------|
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