

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

In re:)	
)	Chapter 11
BUILDING MATERIALS HOLDING CORPORATION,¹)	Case No. 09-12074 (KJC)
)	Ref. Docket Nos. 956, 1950 and <u>1954</u>
Reorganized Debtor.)	

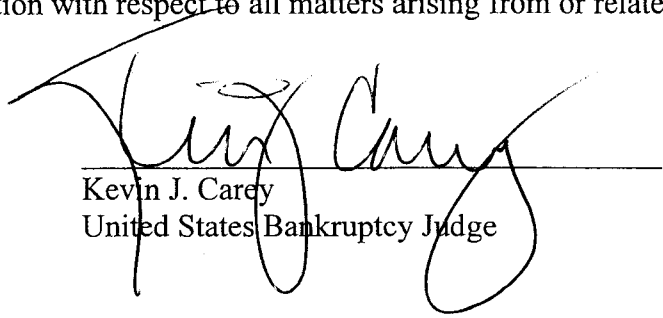
**ORDER APPROVING STIPULATION RESOLVING THE REQUEST OF
LUIS MORALES FOR RELIEF FROM THE PLAN INJUNCTION**

Upon consideration of the *Certification of Counsel Regarding Stipulation Resolving the Request of Luis Morales for Relief from the Plan Injunction* (the "Certification of Counsel");² and the Court having found, based on the statements made in the Certification of Counsel, that notice of the Stipulation was provided in accordance with the Procedures Order; and good and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Stipulation, a copy of which is attached hereto as Exhibit A, is hereby approved, and the terms and conditions of the Stipulation are incorporated into this Order by reference as if fully set forth herein.

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

Dated: October 24, 2011
Wilmington, Delaware



Kevin J. Carey
United States Bankruptcy Judge

¹ The Reorganized Debtor in this proceeding, along with the last four digits of its tax identification number, is as follows: Building Materials Holding Corporation (4269), with a mailing address of 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 Certification of Counsel.

EXHIBIT A

Stipulation

Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended December 14, 2009 (With Technical Modifications) [Docket No. 1182] (the "*Confirmation Order*") confirming the Debtors' joint plan of reorganization (the "*Plan*"). On January 4, 2010 (the "*Effective Date*"), the Debtors' Plan became effective;

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

WHEREAS, Claimant has requested that Debtor agree to lift the Plan Injunction to allow Claimant to liquidate, in the State Court Litigation, the claim asserted in Claimant's Proof of Claim;

WHEREAS, the Debtors are willing to stipulate to relief from the Plan Injunction in favor of the Claimant for the sole purpose of allowing the Claimant to proceed with the State Court Litigation to liquidate, via settlement or judgment, the claim asserted in his Proof of Claim, with the liquidated amount treated as provided in the Debtors' Plan.

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

1. The Parties hereby acknowledge and agree to relief from the Plan Injunction (and the automatic stay, to the extent applicable) being granted in favor of the Claimant for the sole purpose of allowing the Claimant to proceed with the State Court Litigation to liquidate, via settlement or judgment, the claim asserted in Claimant's Proof of Claim (the "*Liquidated Value*").

2. The Liquidated Value of Claimant's claim shall be paid as provided in the Debtors' Plan.

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

approve or enforce this Stipulation or any of its terms.

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

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

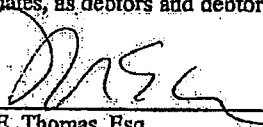
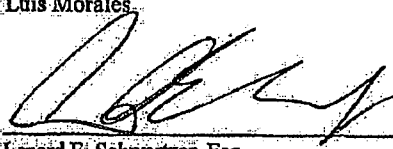
6. All of the recitals set forth above are incorporated by reference as if fully set forth herein. This Stipulation constitutes the complete express agreement of the Parties hereto concerning the subject matter hereof, and no modification or amendment to this Stipulation shall be valid unless it is in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

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

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

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

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

<p>For Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession</p> <p></p>	<p>For Luis Morales</p> <p></p>
<p>Maureen E. Thomas, Esq. 982 Coledale Ct. White Lake, MI 48386</p>	<p>Lenard E. Schwartzer, Esq. 2850 S. Jones Boulevard, Suite. 1 Las Vegas, NV 89146</p>
<p>Dated: <u>10-3-11</u></p>	<p>Dated: <u>10/3/11</u></p>