

**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 Nos. 168 and 422

**ORDER AUTHORIZING ASSUMPTION OF THE ASSET PURCHASE AGREEMENT
WITH DAVIS BROTHERS FRAMING, INC., ET AL.**

Upon consideration of the motion (the "*Motion*") of Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "*Debtors*"), for entry of an order authorizing assumption of the Purchase Agreement² with Davis Brothers Framing, et al., 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

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 defined herein shall have the meanings ascribed to them in the Motion.

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. Pursuant to sections 363(b) and 365(a) of title 11 of the United States Code (the "*Bankruptcy Code*"), the Debtors are authorized to assume, and perform in accordance with, the Purchase Agreement, as amended by that certain First Amendment, effective as of August 1, 2009. For purposes of this Order, the term "Purchase Agreement" shall include those certain Employment, Confidentiality, Noncompetition, and Nonsolicitation Agreements (as amended, the "Employment Agreements"), entered into on July 31, 2006 by and between certain of the Debtors and George Davis and Randolph Davis; provided, however, that nothing in this Order is intended or shall otherwise be deemed to authorize the Debtors' assumption of that certain performance incentive plan (the "Incentive Plan") provided for in the Employment Agreement with Randolph Davis, with it being (i) the intent of the Court and all interested parties that the Debtors' assumption of, and performance in accordance with, the Incentive Plan shall remain subject to this Court's approval upon notice and a hearing, and (ii) expressly understood that the counterparties to the Purchase Agreement consent to the Debtors' assumption of the Purchase Agreement in the manner contemplated by this Order.

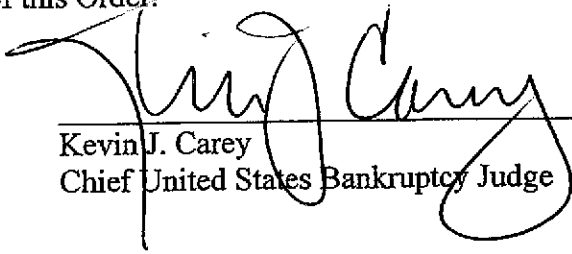
3. The Debtors' have no cure obligations in connection with the assumption of the Purchase Agreement and Davis Brothers Framing, Inc., Rancho Leasing, Inc., George Davis, and Randolph Davis are hereby barred, enjoined, and prohibited from asserting any additional amounts on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors or their estates with respect to the Purchase Agreement.

4. The Debtors have provided adequate assurance of future performance of the Purchase Agreement.

5. The Debtors are authorized to take any action necessary to effectuate the terms of this Order without further order of the Court.

6. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Dated: Wilmington, Delaware
August 11, 2009



Kevin J. Carey
Chief United States Bankruptcy Judge