

1 IN THE UNITED STATES BANKRUPTCY COURT
2 FOR THE DISTRICT OF DELAWARE

3 In Re:

Chapter 11

4 BUILDING MATERIALS HOLDING
5 CORPORATION, et al.¹,

CASE NO: 09-12074 (KJC)

6 Debtors.

Jointly Administered

7 VERIFIED STATEMENTS OF CONNECTIONS

8 I, Allison N. Cooper, declare under penalty of perjury:

9 1. I am an attorney of Marks, Golia & Finch, LLP, located at 8620 Spectrum
10 Center Boulevard, Suite 900, San Diego, California 92123 (the "Firm").

11 2. Building Materials Holding Corporation and its affiliates, as debtors and debtors
12 in possession (collectively, the "Debtors") have request the Firm provide collection attorney
13 services to the Debtors, and the Firm has consented to provide such services.

14 3. I state that the firm did represent the Debtors prior to their bankruptcy filings.

15 4. The Firm may have performed services in the past, may currently perform
16 services, and may perform services in the future, in matters unrelated to the Debtors' chapter
17 11 cases, for persons that are parties-in-interest in the chapter 11 cases. The Firm does not
18 perform services for any such person in connection with the Debtors' chapter 11 cases, or have
19 any relationship with any such person, their attorneys, or accountants that would be adverse to
20 the Debtors or their estates. Furthermore, if the Firm is either (i) not a law firm or (ii) a law
21 firm did not represent the Debtors prior to their bankruptcy filings, the Firm is a "disinterested
22 person" under 11 U.S.C. § 101(14), such that the Firm:

23 (a) is not a creditor, an equity security holder, or an insider of any of the
24 Debtors;

25
26 ¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as
27 follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454),
28 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 Northern California, Inc. (9378), SelectBuild
Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792).
The mailing address for Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

- 1 (b) is not and was not, within 2 years before the date of the filing of the
2 petition, a director, officer, or employee of any of the Debtors; and
3 (c) does not have an interest materially adverse to the interest of the estate
4 or of any class of creditors or equity security holders, by reason of any
5 direct or indirect relationship to, connection with, or interest in, the
6 Debtors, or for any other reason.

7 5. As part of its customary practice, the Firm is retained in cases, proceedings, and
8 transactions involving many different parties, some of whom may represent or be employed by
9 the Debtors, claimants, and parties-in-interest in the Debtors' chapter 11 cases.

10 6. Neither I nor any principal, partner, director, officer, etc. of, or professional
11 employed by, the Firm has agreed to share or will share any portion of compensation to be
12 received from the Debtors with any other person other than the principal and regular
13 employees of the Firm.

14 7. In the ordinary course of its business, the Firm maintains a database for
15 purposes of performing "conflicts checks." The Firm's database contains information
16 regarding the Firm's present and past representations. Pursuant to Federal Rule of Bankruptcy
17 Procedure 2014(a), I obtained a list of the entities identified in Rule 2014 (a) from counsel to
18 the Debtors for purposes of searching the aforementioned database and determining the
19 connection(s) which the Firm has with such entities. The Firm's review identified the
20 following connections:

21 8. There are no client disclosures required pursuant to Rule 2014(a) based on the
22 list provided by debtor.

23 9. Neither I nor any partner, or professional employed by, the Firm, insofar as I
24 have been able ascertain, holds, or represents any interest adverse to the Debtors or their
25 estates with respect to the matter(s) upon which the Firm is to be employed. Furthermore, if
26 the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to
27 their bankruptcy filings, I state that neither I nor partner of or professional employed by, the
28

1 Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the
2 Debtors.

3 10. The Debtors owe the Firm \$ 2,246.00 for prepetition services, the payment of
4 which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. §§
5 101-1532. If the Firm is either (i) not a law firm or (ii) a law firm that did not represent the
6 Debtors prior to their bankruptcy filings, my signature below acknowledges that the Firm
7 understands that any and all pre-petition claims that it has against the Debtors will be deemed
8 waived if the Firm's employment is authorized.

9 11. As of June 16, 2009, which was the date on which the Debtors commenced
10 these chapter 11 cases, the Firm was party to an engagement or services agreement with the
11 Debtors. Copies of such agreements are attached as Exhibit "A" to this Declaration.

12 12. As of June 16, 2009, the Firm was not party to an agreement for indemnification
13 with certain of the Debtors.

14 13. The Firm is conducting further inquiries regarding its retention by any creditors
15 of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its
16 employment, if the Firm should discover any facts bearing on the matters described herein, the
17 Firm will supplement the information contained in this Declaration.

18 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is
19 true and correct.

20 Dated: August 12, 2009

21 
ALLISON N. COOPER

22
23 1114.001/ANC1594.hkr

EXHIBIT A

ROBERT J. MARKS
DAVIDE GOLIA
P. RANDOLPH FINCH JR.
JASON R. THORNTON
JEFFREY B. BAIRD
STEPHEN J. SCHULTZ +
MARK T. BENNETT +
CHAD T. WISHCHUK
LOUIS J. BLUM
CHRISTINA M. RIMKUS
DAVID S. DEMIAN
DAVID W. SMILEY
RACHEL F. TAIT
BERNARD F. KING III

MARKS, GOLIA & FINCH, LLP

ATTORNEYS AT LAW

3900 HARNEY STREET - FIRST FLOOR
SAN DIEGO, CALIFORNIA 92110-2825

TELEPHONE (619) 293-7000

FACSIMILE (619) 293-7362

INTERNET www.mgflp.com

E-MAIL pfinch@mgflp.com

NOWELL A. LANTZ
JUSTIN M. STOKER
ALLISON N. COOPER
ANDREA L. PETRAY
JON F. GAUTHIER, APC *
SHAWN P. MILLER
LORI M. LOISELLE

* OF COUNSEL

+ OF COUNSEL via
MERRILL, SCHULTZ &
BENNETT, LTD.

OUR FILE NUMBER

April 17, 2007

1114.001

Ms. Barbara E. Laskaris
Select Build
610 West Ash Street, Suite 1405
San Diego, California 91010

Re: *Retainer Agreement for*
Representation of C Construction, Inc. dba Select Build

Dear Barbara:

We appreciate the decision of C Construction, Inc. dba Select Build ("Select"), to retain Marks, Golia & Finch, LLP. This letter sets forth the terms of our representation.

1. Description Of Representation And Services. Select has retained Marks, Golia & Finch, LLP to represent it to collect a debt owed for construction work at Lake San Marcos Estates. Our client in the matter will be C Construction, Inc., an affiliate/subsidiary of Select. We will provide other services as requested and provided we agree to perform such services. All services shall be subject to this agreement.

2. Fees To Be Charged. Our fees will be billed on the basis of time expended at the hourly billing rates of the attorneys, law clerks and paralegals involved. At the present time, our rates vary from \$155.00 to \$375.00 per hour for attorneys, \$65.00 to \$125.00 for law clerks and \$50.00 to \$65.00 for paralegals. My current rate is \$275.00 per hour. These hourly rates are subject to change in the future and typically increase in September of each year. We bill in one-tenth of an hour increments. In order to deliver cost-effective services, when practical, work will be assigned to other qualified attorneys, law clerks or paralegals with either billing rates lower than mine or some specialized knowledge beneficial to Select.

3. Costs And Expenses. We also charge for expenses and costs necessarily incurred to perform our services. Examples of these are Secretary of State fees, California Department of Corporations fees, court filing fees, service of process fees, deposition court reporter and transcript costs, etc. It is our policy to not charge for minor

Ms. Barbara E. Laskaris
April 17, 2007
Page 2 of 4

everyday expenses such as photocopies, postage, facsimiles, mileage, phone expenses, etc., unless these expenses become beyond the ordinary. For example, extra large reproductions or photocopying large quantities of documents for discovery, depositions or trial exhibits, etc., may become costly and we will bill for such expenses.

4. Services Of Experts/Consultants. It may become necessary to employ experts or consultants to assist in resolving a matter. We will obtain your approval for the retention of any such consultants or experts, and you may instruct us in writing at any time to terminate their services. The fees of experts and consultants will be in addition to the fees and costs charged for our services. In most circumstances, we will have the experts or consultants bill Select directly.

5. Payment Of Legal Fees. For Select's convenience, we understand that we will be receiving payment for costs, expenses and fees relating to our legal services pursuant to this agreement from Select. Rather than billing affiliates separately, one invoice will be forwarded to Select care of you.

Rule 3-310(F) of the Rules of Professional Conduct of the State Bar of California requires that we not accept compensation for representing a client from a person other than the client unless: (1) there is no interference with our independent professional judgment or with the attorney-client relationship; (2) information relating to representation of a client is protected as required by Business and Professions Code section 6068, subdivision (e); and (3) we obtain the client's informed written consent to such an arrangement. With regard to Rule 3-310(F), we do not believe there will be any interference with our independence of professional judgment or with the attorney-client relationship between our firm, Select and its affiliated entities as a result of the payment of invoices by Select. Further, each affiliate for which we work remains liable for all fees and costs if Select fails to pay. However, we inform Select of these matters and request your written consent to this arrangement. Execution of this agreement constitutes such written consent.

6. Client Responsibilities. We have two primary requests of our clients: (1) that we are kept informed of all information you obtain or discover regarding a matter for which we are retained; and (2) we receive timely payment for our services and advances. In this regard, we invoice monthly and expect payment within 20 days. As security for the payment of our invoices, Select grants us a lien upon any sums recovered (or which Select is entitled to recover) including any funds in our client trust account. This lien is in addition to our equitable lien rights.

Ms. Barbara E. Laskaris
April 17, 2007
Page 3 of 4

7. Potential Conflicts Of Interest. Representation by us in a particular matter is contingent upon clearance of all conflicts of interest checks.

8. Disclaimer Of Guarantees. It is impossible for us to make any guarantees regarding the successful termination of a matter and all expressions relative to the merits of Select's positions are only matters of our opinion and do not constitute a guarantee of a particular result.

9. Client Contact. It is our practice to furnish our clients with copies of all important pleadings and/or correspondence and to give verbal or written status reports from time to time concerning the progress of our representation. We encourage you to contact us if you have any questions concerning the status of our representation.

10. Termination Or Withdrawal. Select has the right to terminate our services at any time. We may withdraw from representation upon reasonable written notice to enable Select to secure other counsel due to: (1) the dissolution of our firm; (2) the discovery of evidence that your claim, suit or position lacks merit; (3) your non-cooperation or material breach of this agreement; and/or (4) the discovery of an irreconcilable conflict of interest. In the event of termination or withdrawal, we may make and retain a duplicate file, and Select agrees to pay for all costs of duplicating and transferring the files. Similarly, if at any time, during or after our representation, Select requests its client files, Select agrees we may make and retain a duplicate file, and Select agrees to pay for all costs of duplicating and transferring said files.

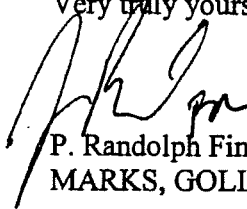
11. Arbitration. Any dispute relating to fees and costs due pursuant to this agreement shall, at Select's discretion and upon timely demand, be submitted to binding arbitration before the San Diego County Bar Association pursuant to California Business and Professions Code section 6200, et seq., or should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California Business and Professions Code section 6200, et seq.

Subject to the foregoing requirements of California Business and Professions Code section 6200, et seq., any controversy or claim arising out of or relating to this agreement shall be resolved by binding arbitration before the American Arbitration Association by a single arbitrator in San Diego, California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the arbitration and judgment on the award may be entered in any court having jurisdiction. The right to appeal from the arbitrator's award, any judgment entered, or any order made is expressly waived.

Ms. Barbara E. Laskaris
April 17, 2007
Page 4 of 4

12. Conclusion. To confirm this letter accurately reflects our complete and mutual understanding as to the terms of our agreement, please date, sign and return an original agreement in the enclosed addressed and stamped envelope. A duplicate original is enclosed for you. Thank you for the opportunity to be of service.

Very truly yours,



P. Randolph Finch Jr., of
MARKS, GOLIA & FINCH, LLP


Enclosure

PRF:sms/R37912

AUTHORIZATION AND CONSENT:

I have read and understand this retainer agreement, and understand I may seek independent counsel before signing this agreement. I agree to the above terms.

C CONSTRUCTION, INC. DBA SELECT BUILD

Signature: 

Printed Name: BARBARA E. LASKARIS

Title: REGIONAL MANAGER OF CMMS + CONTRACTS

Dated: 04/17/2007

ROBERT J. MARKS
DAVIDE GOLIA
P. RANDOLPH FINCH JR.
JASON R. THORNTON
JEFFREY B. BAIRD
STEPHEN J. SCHULTZ +
MARK T. BENNETT +
CHAD T. WISHCHUK
LOUIS J. BLUM
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LORI M. LOISELLE
DANIELLE C. HUMPHRIES

* OF COUNSEL

+ OF COUNSEL via
MERRILL, SCHULTZ &
BENNETT, LTD.

OUR FILE NUMBER

October 30, 2007

1191.001

VIA ELECTRONIC MAIL

Ms. Barbara Laskaris
HNR Framing Systems, Inc., dba SelectBuild
610 West Ash Street, Suite 1405
San Diego, California 92101

Re: *Retainer Agreement For Representation Of
HNR Framing Systems, Inc., dba SelectBuild*

Dear Barbara:

We appreciate the decision of HNR Framing Systems, Inc., dba SelectBuild ("SelectBuild"), to retain Marks, Golia & Finch, LLP. This letter sets forth the terms of our representation.

1. Description Of Representation And Services. SelectBuild has retained Marks, Golia & Finch, LLP to provide legal services, including representing SelectBuild to collect debt owed by Barratt American Incorporated on the Amore at Vellano, Magnolia Estates, Villas at Bellasol, and Capistrano projects. Our client in these matters will be HNR Framing, Inc., an affiliate/subsidiary of SelectBuild. We will provide other services as requested and provided we agree to perform such services. All services shall be subject to this agreement.

2. Fees To Be Charged. Our fees will be billed on the basis of time expended at the hourly billing rates of the attorneys, law clerks and paralegals involved. At the present time, our rates vary from \$155.00 to \$375.00 per hour for attorneys, \$65.00 to \$125.00 for law clerks and \$50.00 to \$65.00 for paralegals. My current hourly rate is \$295.00. These hourly rates are subject to change in the future and typically increase in September of each year. We bill in one-tenth of an hour increments. In order to deliver cost-effective services, when practical, work will be assigned to other qualified attorneys, law clerks or paralegals with either billing rates lower than mine or some specialized knowledge beneficial to SelectBuild.

Ms. Barbara Laskaris

October 30, 2007

Page 2 of 4

3. Costs And Expenses. We also charge for expenses and costs necessarily incurred to perform our services. Examples of these are Secretary of State fees, California Department of Corporations fees, court filing fees, service of process fees, deposition court reporter and transcript costs, etc. It is our policy to not charge for minor everyday expenses such as photocopies, postage, facsimiles, mileage, phone expenses, etc., unless these expenses become beyond the ordinary. For example, extra large reproductions or photocopying large quantities of documents for discovery, depositions or trial exhibits, etc., may become costly and we will bill for such expenses.

4. Services Of Experts/Consultants. It may become necessary to employ experts or consultants to assist in resolving a matter. We will obtain your approval for the retention of any such consultants or experts, and you may instruct us in writing at any time to terminate their services. The fees of experts and consultants will be in addition to the fees and costs charged for our services. In most circumstances, we will have the experts or consultants bill SelectBuild directly.

5. Payment Of Legal Fees. For SelectBuild's convenience, we understand that we will be receiving payment for costs, expenses and fees relating to our legal services pursuant to this agreement from SelectBuild. Rather than billing affiliates separately, invoices will be forwarded to SelectBuild care of you.

Rule 3-310(F) of the Rules of Professional Conduct of the State Bar of California requires that we not accept compensation for representing a client from a person other than the client unless: (1) there is no interference with our independent professional judgment or with the attorney-client relationship; (2) information relating to representation of a client is protected as required by Business and Professions Code section 6068, subdivision (e); and (3) we obtain the client's informed written consent to such an arrangement. With regard to Rule 3-310(F), we do not believe there will be any interference with our independence of professional judgment or with the attorney-client relationship between our firm, SelectBuild and its affiliated entities as a result of the payment of invoices by SelectBuild. Further, each affiliate for which we work remains liable for all fees and costs if SelectBuild fails to pay. However, we inform SelectBuild of these matters and request your written consent to this arrangement. Execution of this agreement constitutes such written consent.

6. Client Responsibilities. We have two primary requests of our clients: (1) that we are kept informed of all information you obtain or discover regarding a matter for which we are retained; and (2) that we receive timely payment for our services and advances. In this regard, we invoice monthly and expect payment within 20 days. As security for the payment of our invoices, SelectBuild grants us a lien upon any sums

Ms. Barbara Laskaris

October 30, 2007

Page 3 of 4

recovered (or which SelectBuild is entitled to recover) including any funds in our client trust account. This lien is in addition to our equitable lien rights.

7. Potential Conflicts Of Interest. Representation by us in a particular matter is contingent upon clearance of all conflicts of interest checks.

8. Disclaimer Of Guarantees. It is impossible for us to make any guarantees regarding the successful termination of a matter and all expressions relative to the merits of SelectBuild's positions are only matters of our opinion and do not constitute a guarantee of a particular result.

9. Client Contact. It is our practice to furnish our clients with copies of all important pleadings and/or correspondence and to give verbal or written status reports from time to time concerning the progress of our representation. We encourage you to contact us if you have any questions concerning the status of our representation.

10. Termination Or Withdrawal. SelectBuild has the right to terminate our services at any time. We may withdraw from representation upon reasonable written notice to enable SelectBuild to secure other counsel due to: (1) the dissolution of our firm; (2) the discovery of evidence that your claim, suit or position lacks merit; (3) your non-cooperation or material breach of this agreement; and/or (4) the discovery of an irreconcilable conflict of interest. In the event of termination or withdrawal, we may make and retain a duplicate file, and SelectBuild agrees to pay for all costs of duplicating and transferring the files. Similarly, if at any time, during or after our representation, SelectBuild requests its client files, SelectBuild agrees we may make and retain a duplicate file, and SelectBuild agrees to pay for all costs of duplicating and transferring said files.

11. Arbitration. Any dispute relating to fees and costs due pursuant to this agreement shall, at SelectBuild's discretion and upon timely demand, be submitted to binding arbitration before the San Diego County Bar Association pursuant to California Business and Professions Code section 6200, et seq., or should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California Business and Professions Code section 6200, et seq.

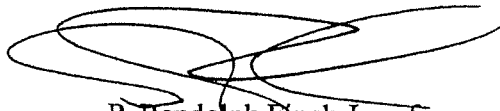
Subject to the foregoing requirements of California Business and Professions Code section 6200, et seq., any controversy or claim arising out of or relating to this agreement shall be resolved by binding arbitration before the American Arbitration Association by a single arbitrator in San Diego, California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the

Ms. Barbara Laskaris
October 30, 2007
Page 4 of 4

arbitration and judgment on the award may be entered in any court having jurisdiction. The right to appeal from the arbitrator's award, any judgment entered, or any order made is expressly waived.

12. Conclusion. To confirm this letter accurately reflects our complete and mutual understanding as to the terms of our agreement, please date, sign and return an original agreement in the enclosed addressed and stamped envelope. A duplicate original is enclosed for you. Thank you for the opportunity to be of service.

Very truly yours,



P. Randolph Finch Jr., of
MARKS, GOLIA & FINCH, LLP

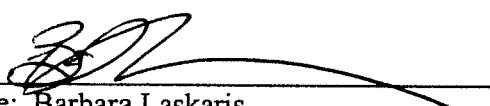
Enclosures

PRF:hkr/AC41428

AUTHORIZATION AND CONSENT:

I have read and understand this retainer agreement, and understand I may seek independent counsel before signing this agreement. I agree to the above terms.

HNR FRAMING SYSTEMS, INC., DBA SELECTBUILD

Signature: 

Printed Name: Barbara Laskaris

Title: Regional Manager of Claims and Contracts

Dated: 10/30/07

ROBERT J. MARKS
DAVIDE GOLIA
RANDOLPH FINCH JR.
JASON R. THORNTON
JEFFREY B. BAIRD
STEPHEN J. SCHULTZ +
MARK T. BENNETT +
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JON F. GAUTHIER, APC *
LORI M. LOISELLE

* OF COUNSEL

+ OF COUNSEL via
MERRILL, SCHULTZ &
BENNETT, LTD.

OUR FILE NUMBER

June 6, 2007

1132.002

Ms. Barbara E. Laskaris
SelectBuild
610 W. Ash Street, Suite 1405
San Diego, California 92101

RECEIVED

JUN 11 2007

Re: *Retainer Agreement for Representation
of TWF Construction, Inc., dba SelectBuild*

Dear Barbara:

We appreciate the decision of TWF Construction, Inc., dba SelectBuild ("TWF") to retain Marks, Golia & Finch, LLP. This letter sets forth the terms of our representation.

1. Description Of Representation And Services. TWF has retained Marks, Golia & Finch, LLP to represent it in a claim against Developers & Builders of the Desert, Inc., and a mechanic's lien on the Ramon Tower job. We will provide such services and other services as requested, and provided we agree to perform such services. All services shall be subject to this agreement.

2. Fees To Be Charged. Our fees will be billed on the basis of time expended at the hourly billing rates of the attorneys, law clerks and paralegals involved. At the present time, our rates vary from \$155.00 to \$375.00 per hour for attorneys, \$65.00 to \$125.00 for law clerks and \$50.00 to \$65.00 for paralegals. My current rate is \$275.00 per hour. These hourly rates are subject to change in the future and typically increase in September of each year. We bill in one-tenth of an hour increments. In order to deliver cost-effective services, when practical, work will be assigned to other qualified attorneys, law clerks or paralegals with either billing rates lower than mine or some specialized knowledge beneficial to TWF.

3. Costs And Expenses. We also charge for expenses and costs necessarily incurred to perform our services. Examples of these are Secretary of State fees, California Department of Corporations fees, court filing fees, service of process fees, deposition court reporter and transcript costs, etc. It is our policy to not charge for minor everyday expenses such as photocopies, postage, facsimiles, mileage, phone expenses, etc., unless these expenses become beyond the ordinary. For example, extra large reproductions or photocopying large quantities of documents for discovery, depositions or trial exhibits, etc., may become costly and we will bill for such expenses.

4. Services Of Experts/Consultants. It may become necessary to employ experts or consultants to assist in resolving a matter. We will obtain your approval for the retention of any such consultants or experts, and you may instruct us in writing at any time to terminate their services. The fees of experts and consultants will be in addition to the fees and costs charged for our services. In most circumstances, we will have the experts or consultants bill TWF directly.

5. Client Responsibilities. We have two primary requests of our clients: (1) that we are kept informed of all information you obtain or discover regarding a matter for which we are retained; and (2) we receive timely payment for our services and advances. In this regard, we invoice monthly and expect payment within 20 days. As security for the payment of our invoices, TWF grants us a lien upon any sums recovered (or which TWF is entitled to recover) including any funds in our client trust account. This lien is in addition to our equitable lien rights.

6. Potential Conflicts Of Interest. Representation by us in a particular matter is contingent upon clearance of all conflicts of interest checks.

7. Disclaimer Of Guarantees. It is impossible for us to make any guarantees regarding the successful termination of a matter and all expressions relative to the merits of TWF's positions are only matters of our opinion and do not constitute a guarantee of a particular result.

8. Client Contact. It is our practice to furnish our clients with copies of all important pleadings and/or correspondence and to give verbal or written status reports from time to time concerning the progress of our representation. We encourage you to contact us if you have any questions concerning the status of our representation.

9. Termination Or Withdrawal. TWF has the right to terminate our services at any time. We may withdraw from representation upon reasonable written notice to enable TWF to secure other counsel due to: (1) the dissolution of our firm; (2) the discovery of evidence that your claim, suit or position lacks merit; (3) your non-cooperation or material breach of this agreement; and/or (4) the discovery of an irreconcilable conflict of interest. In the event of termination or withdrawal, we may make and retain a duplicate file, and TWF agrees to pay for all costs of duplicating and transferring the files. Similarly, if at any time, during or after our representation, TWF requests its client files, TWF agrees we may make and retain a duplicate file, and TWF agrees to pay for all costs of duplicating and transferring said files.

10. Arbitration. Any dispute relating to fees and costs due pursuant to this agreement shall, at TWF's discretion and upon timely demand, be submitted to binding arbitration before the San Diego County Bar Association pursuant to California Business

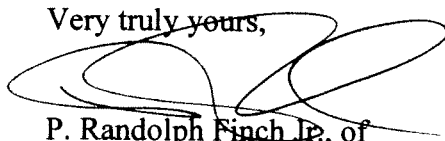
Ms. Barbara E. Laskaris
June 6, 2007
Page 3 of 4

and Professions Code section 6200, et seq., or should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California Business and Professions Code section 6200, et seq.

Subject to the foregoing requirements of California Business and Professions Code section 6200, et seq., any controversy or claim arising out of or relating to this agreement shall be resolved by binding arbitration before the American Arbitration Association by a single arbitrator in San Diego, California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the arbitration and judgment on the award may be entered in any court having jurisdiction. The right to appeal from the arbitrator's award, any judgment entered, or any order made is expressly waived.

11. Conclusion. To confirm this letter accurately reflects our complete and mutual understanding as to the terms of our agreement, please date, sign and return an original agreement in the enclosed addressed and stamped envelope. A duplicate original is enclosed for you. Thank you for the opportunity to be of service.

Very truly yours,



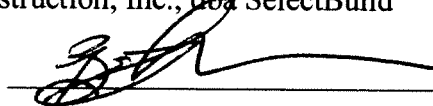
P. Randolph Finch Jr., of
MARKS, GOLIA & FINCH, LLP

Enclosures
PRF:asm/JG38839

AUTHORIZATION AND CONSENT:

I have read and understand this retainer agreement, and understand I may seek independent counsel before signing this agreement. I agree to the above terms.

TWF Construction, Inc., dba SelectBuild

Signature: 

Printed Name: Barbara E. Laskaris

Title: Regional Manager of Client Relations

Dated: 06/11/2007

Ms. Barbara E. Laskaris
June 6, 2007
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Marks, Golia & Finch, LLP is authorized to accept direction as to the representation of TWF from the following individuals:

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Jim Cloven
Paul Street
Barbara Laskaris

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+ OF COUNSEL via
MERRILL, SCHULTZ &
BENNETT, LTD.

OUR FILE NUMBER

November 16, 2007

1203.001

Ms. Barbara Laskaris
KBI Norcal Windows, dba SelectBuild
610 West Ash Street
Suite 1405
San Diego, California 92101

Re: *Retainer Agreement for Representation
of KBI Norcal Windows, dba SelectBuild*

Dear Ms. Laskaris:

We appreciate the decision of SelectBuild Northern California, Inc., formerly known as KBI Norcal Windows, dba SelectBuild ("KBI Norcal Windows") to retain Marks, Golia & Finch, LLP. This letter sets forth the terms of our representation.

1. Description Of Representation And Services. KBI Norcal Windows has retained Marks, Golia & Finch, LLP to represent it in a claim against Dunmore Homes, Inc., for work performed on Monterey Village in Elk Grove, California. We will provide other services as requested and provided we agree to perform such services. All services shall be subject to this agreement.

2. Fees To Be Charged. Our fees will be billed on the basis of time expended at the hourly billing rates of the attorneys, law clerks and paralegals involved. At the present time, our rates vary from \$155.00 to \$375.00 per hour for attorneys, \$65.00 to \$125.00 for law clerks and \$50.00 to \$65.00 for paralegals. My current rate is \$295.00 per hour. These hourly rates are subject to change in the future and typically increase in September of each year. We bill in one-tenth of an hour increments. In order to deliver cost-effective services, when practical, work will be assigned to other qualified attorneys, law clerks or paralegals with either billing rates lower than mine or some specialized knowledge beneficial to KBI Norcal Windows.

3. Costs And Expenses. We also charge for expenses and costs necessarily incurred to perform our services. Examples of these are Secretary of State fees, California Department of Corporations fees, court filing fees, service of process fees, deposition court reporter and transcript costs, etc. It is our policy to not charge for minor everyday expenses such as photocopies, postage, facsimiles, mileage, phone expenses, etc., unless these expenses become beyond the ordinary. For example, extra large reproductions or photocopying large quantities of documents for discovery, depositions or trial exhibits, etc., may become costly and we will bill for such expenses.

Ms. Barbara Laskaris
KBI Norcal Windows, dba SelectBuild
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4. Services Of Experts/Consultants. It may become necessary to employ experts or consultants to assist in resolving a matter. We will obtain your approval for the retention of any such consultants or experts, and you may instruct us in writing at any time to terminate their services. The fees of experts and consultants will be in addition to the fees and costs charged for our services. In most circumstances, we will have the experts or consultants bill KBI Norcal Windows directly.

5. Client Responsibilities. We have two primary requests of our clients: (1) that we are kept informed of all information you obtain or discover regarding a matter for which we are retained; and (2) we receive timely payment for our services and advances. In this regard, we invoice monthly and expect payment within 20 days. As security for the payment of our invoices, KBI Norcal Windows grants us a lien upon any sums recovered (or which KBI Norcal Windows is entitled to recover) including any funds in our client trust account. This lien is in addition to our equitable lien rights.

6. Potential Conflicts Of Interest. Representation by us in a particular matter is contingent upon clearance of all conflicts of interest checks.

7. Disclaimer Of Guarantees. It is impossible for us to make any guarantees regarding the successful termination of a matter and all expressions relative to the merits of KBI Norcal Windows' positions are only matters of our opinion and do not constitute a guarantee of a particular result.

8. Client Contact. It is our practice to furnish our clients with copies of all important pleadings and/or correspondence and to give verbal or written status reports from time to time concerning the progress of our representation. We encourage you to contact us if you have any questions concerning the status of our representation.

9. Termination Or Withdrawal. KBI Norcal Windows has the right to terminate our services at any time. We may withdraw from representation upon reasonable written notice to enable KBI Norcal Windows to secure other counsel due to: (1) the dissolution of our firm; (2) the discovery of evidence that your claim, suit or position lacks merit; (3) your non-cooperation or material breach of this agreement; and/or (4) the discovery of an irreconcilable conflict of interest. In the event of termination or withdrawal, we may make and retain a duplicate file, and KBI Norcal Windows agrees to pay for all costs of duplicating and transferring the files. Similarly, if at any time, during or after our representation, KBI Norcal Windows requests its client files, KBI Norcal Windows agrees we may make and retain a duplicate file, and KBI Norcal Windows agrees to pay for all costs of duplicating and transferring said files.

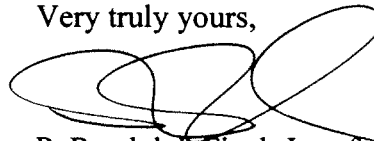
10. Arbitration. Any dispute relating to fees and costs due pursuant to this agreement shall, at KBI Norcal Windows's discretion and upon timely demand, be submitted to binding arbitration before the San Diego County Bar Association pursuant to California Business and Professions Code section 6200, et seq., or should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California Business and Professions Code section 6200, et seq.

Ms. Barbara Laskaris
KBI Norcal Windows, dba SelectBuild
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Subject to the foregoing requirements of California Business and Professions Code section 6200, et seq., any controversy or claim arising out of or relating to this agreement shall be resolved by binding arbitration before the American Arbitration Association by a single arbitrator in San Diego, California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the arbitration and judgment on the award may be entered in any court having jurisdiction. The right to appeal from the arbitrator's award, any judgment entered, or any order made is expressly waived.

11. Conclusion. To confirm this letter accurately reflects our complete and mutual understanding as to the terms of our agreement, please date, sign and return an original agreement in the enclosed addressed and stamped envelope. A duplicate original is enclosed for you. Thank you for the opportunity to be of service.

Very truly yours,



P. Randolph Finch Jr., of
MARKS, GOLIA & FINCH, LLP

Enclosures

JFG:lag/JG41722

AUTHORIZATION AND CONSENT:

I have read and understand this retainer agreement, and understand I may seek independent counsel before signing this agreement. I agree to the above terms.

SelectBuild Northern California, Inc., formerly known as KBI Norcal Windows, now dba SelectBuild

Signature: 

Printed Name: BELASKARIS

Title: Regional Mgr. - Northern California

Dated: 11/19/07