

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

In re:

BUILDING MATERIALS HOLDING
CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 09-12074 (KJC)

Jointly Administered

Ref. Docket Nos. 105 and 244

Objection Deadline: September 2, 2009 at 4:00 p.m. (ET)

**NOTICE OF FILING OF DECLARATIONS OF DISINTERESTEDNESS
OF CERTAIN ORDINARY COURSE PROFESSIONALS**

PLEASE TAKE NOTICE that on June 26, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed their Motion for an Order Authorizing the Employment and Payment of Professionals Used in the Ordinary Course of Business [Docket No. 105] (the “OCP Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that on July 16, 2009, the Court entered the Order Authorizing the Debtors’ Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business [Docket No. 244] (the “OCP Order”).² The OCP Order provides that each Ordinary Course Professional shall file with the Court a Declaration of Disinterestedness prior to the receipt of payment for postpetition services rendered to the Debtors.

PLEASE TAKE FURTHER NOTICE that pursuant to the OCP Order, the Debtors hereby file the Declarations of Disinterestedness (collectively, the “Declarations”) for the Ordinary Course Professionals listed on Exhibit 1 hereto. The Declarations for such Ordinary Course Professionals can be found on Exhibits 2A-2F hereto.

PLEASE TAKE FURTHER NOTICE that this Notice has been served on: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the Official Committee of Unsecured Creditors appointed in these chapter 11 cases; and (iii) counsel to Wells Fargo Bank, as agent under the Prepetition Credit Facility and the DIP Facility (as defined in the chapter 11 plan filed by the Debtors in these cases) (together with the Debtors, the “Notice Parties”).

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.

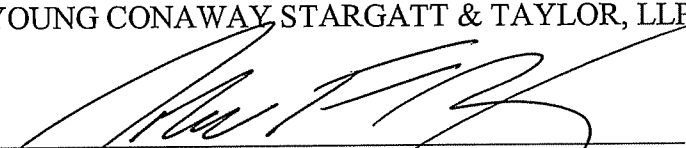
² All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the OCP Motion.

PLEASE TAKE FURTHER NOTICE that pursuant to the OCP Order, the Notice Parties shall have until **September 2, 2009 at 4:00 p.m. (ET)** (the "**Objection Deadline**") to object (an "**Objection**") to the retention of any of the Ordinary Course Professionals listed on the attached **Exhibit 1**. Any Objection shall be in writing and filed with the Court and served upon the Notice Parties and the respective Ordinary Course Professional on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT IF A TIMELY OBJECTION IS NOT RECEIVED WITH RESPECT TO THE RETENTION OF A PARTICULAR ORDINARY PROFESSIONAL, THE RETENTION OF SUCH PROFESSIONAL SHALL BE DEEMED APPROVED BY THE COURT WITHOUT HEARING OR FURTHER ORDER, AND THE DEBTORS SHALL BE AUTHORIZED TO RETAIN AND PAY SUCH PROFESSIONAL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OCP ORDER.

Dated: Wilmington, Delaware
August 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
Wilmington, Delaware 19899-0391
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 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

ATTORNEYS FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION

EXHIBIT 1

Ordinary Course Professionals

Ordinary Course Professionals
Berry & Associates PLLC
Duggan Scholtfeldt & Welch, PLLC
Goode Casseb Jones Riklin Choate & Watson, P.C.
Helm & Associates
Reed Smith LLP
Seyfarth Shaw LLP

EXHIBIT 2

Declarations of Disinterestedness

EXHIBIT 2A

**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
)	
)	

VERIFIED STATEMENTS OF CONNECTIONS

I, Christopher J. Berry, declare under penalty of perjury:

1. I am the sole member and manager of Berry & Associates PLLC, located at 2302 N. 3rd Street, Phoenix, AZ 85004 (the "*Firm*").

2. Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "*Debtors*") have requested that the Firm provide collection services to the Debtors, and the Firm has consented to provide such services.

3. If the Firm is a law firm, I state that the Firm did represent the Debtors prior to their bankruptcy filings.

4. The Firm may have performed services in the past, may currently perform services and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these chapter 11 cases. The Firm does not perform services for any such person in connection with these chapter 11 cases, or have any relationship with any such person, their attorneys or accountants that would be adverse to the Debtors or their estates. Furthermore, if the Firm is either (i) not a law firm or (ii) a law firm that did not

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.

represent the Debtors prior to their bankruptcy filings, the Firm is a "disinterested person" under 11 U.S.C. § 101(14), such that the Firm:

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

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

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

7. In the ordinary course of its business, the Firm confirms conflicts by reviewing its client base. Pursuant to Federal Rule of Bankruptcy Procedure 2014(a), I obtained a list of the entities identified in Rule 2014(a) from counsel to the Debtors for purposes of searching the aforementioned database and determining the connection(s) which the Firm has with such entities. The Firm's review identified the following connections:

- 8. C Construction, Inc.
SelectBuild Nevada, Inc.
SelectBuild Arizona, L.L.C.

9. Neither I nor any principal, partner, director, officer, etc. of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this

Firm is to be employed. Furthermore, if the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, I state that neither I nor any principal, partner, director, officer, etc. of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors.

10. The Debtors owe the Firm \$386.32 for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. § §101-1532. If the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, my signature below acknowledges that the Firm understands that any and all pre-petition claims that it has against the Debtors will be deemed waived if the Firm's employment is authorized.

11. As of June 16, 2009, which was the date on which the Debtors commenced these chapter 11 cases, the Firm was not a party to an engagement or services agreement with the Debtors.

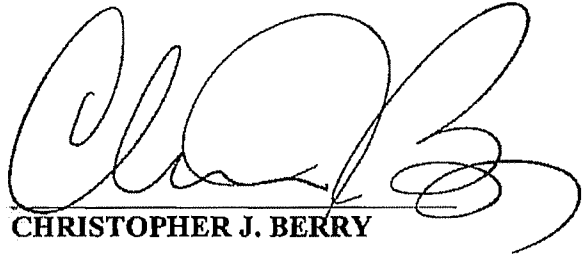
12. As of June 16, 2009, the Firm was not party to an agreement for indemnification with certain of the Debtors.

13. If the Firm is not a law firm, the following is a list of all payments which the Firm received from the Debtors during the year prior to the Debtors' bankruptcy filings: N/A

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

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

Date: Aug. 12, 2009



CHRISTOPHER J. BERRY

EXHIBIT 2B

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

I, Albert F. Schlotfeldt, declare under penalty of perjury:

2. Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "*Debtors*") have requested that the Firm provide legal collection services to the Debtors, and the Firm has consented to provide such services.

4. The Firm may have performed services in the past, may currently perform services and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these chapter 11 cases. The Firm does not perform services for any such person in connection with these chapter 11 cases, or have any relationship

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.

with any such person, their attorneys or accountants that would be adverse to the Debtors or their estates. Furthermore, if the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, the Firm is a "disinterested person" under 11 U.S.C. § 101(14), such that the Firm:

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

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

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

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

Building Materials Holding Corporation

BMC West Corporation

8. **None**

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

10. The Debtors owe the Firm **\$2,359.08** for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. § 541(c)(2). If the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, my signature below acknowledges that the Firm understands that any and all pre-petition claims that it has against the Debtors will be deemed waived if the Firm's employment is authorized.

11. As of June 16, 2009, which was the date on which the Debtors commenced these chapter 11 cases, the Firm **was not** party to an engagement or services agreement with the Debtors.

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

13. If the Firm is not a law firm, the following is a list of all payments which the Firm received from the Debtors during the year prior to the Debtors' bankruptcy filings:

Not applicable

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

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

Date: Aug 13, 2009



ALBERT F. SCHLOTFELDT
Attorney Member

EXHIBIT 2C

**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)	
	)	Jointly Administered
Debtors.)	

VERIFIED STATEMENTS OF CONNECTIONS

I, RAND J. RIKLIN, declare under penalty or perjury:

1. I am a director of Goode Casseb Jones Riklin Choate & Watson, P.C., located at 2122 N. Main Avenue, San Antonio, Texas 78212 (the "**Firm**").
2. Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**") have requested that the Firm provide construction litigation and personal injury defense attorney services to the Debtors, and the Firm has consented to provide such services.
3. The Firm represented the Debtors prior to their bankruptcy filings.
4. The Firm may have performed services in the past, may currently perform services and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these chapter 11 cases. The Firm does not perform services for any such person in connection with these chapter 11 cases, or have any relationship with any such person, their attorneys or accountants that would be adverse to the Debtors or their estates.

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

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

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

- (1) Wells Fargo Bank, N.A.
- (2) Crum & Forster
- (3) First Federal Savings
- (4) Centerpoint Energy
- (5) City of Austin
- (6) Frontier Insurance
- (7) Ryland Group
- (8) Qwest
- (9) Zurich North America
- (10) Chubb & Son

8. The following entities from list of Rule 2014(a) entities are or were clients of the Firm:

- (1) Wells Fargo Bank, N.A.
- (2) Crum & Forster
- (3) First Federal Savings
- (4) Centerpoint Energy
- (5) City of Austin
- (6) Frontier Insurance
- (7) Ryland Group
- (8) Qwest
- (9) Zurich North America
- (10) Chubb & Son

9. Neither I nor any director of or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this Firm is to be employed.

10. The Debtors owe the Firm \$117.63 for pre-petition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. § 501-532.

11. As of June 16, 2009, which was the date on which the Debtors commenced these chapter 11 cases, the Firm was not party to an engagement or services agreement with the Debtors.

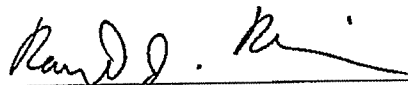
12. As of June 16, 2009, the Firm was not party to an agreement for indemnification with certain of the Debtors.

13. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment,

if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

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

Date: August 13, 2009.



Rand J. Riklin

EXHIBIT 2D

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

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

VERIFIED STATEMENTS OF CONNECTIONS

I, Kevin E. Helm, Esq., declare under penalty of perjury:

1. I am the principal of the law firm of Helm & Associates, located at 2810 West Charleston Boulevard, Suite G-67, Las Vegas, Nevada 89102 (the "**Firm**").
2. Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**") have requested that the Firm provide construction defense attorney services to the Debtors, and the Firm has consented to provide such services.
3. If the Firm is a law firm, I state that the Firm did represent the Debtors prior to their bankruptcy filings.
4. The Firm may have performed services in the past, may currently perform services and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these chapter 11 cases. The Firm does not

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perform services for such person in connection with these chapter 11 cases, or have a relationship with any such person, their attorneys or accountants that would be adverse to the Debtors or their estates. Furthermore, if the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, the Firm is a "disinterested person" under 11 U.S.C. § 101(14), such that the Firm:

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

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

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

7. In the ordinary course of its business, the Firm confirms conflicts by reviewing its client base. The Firm's database contains information regarding the Firm's present and past representations. Pursuant to Federal Rule of Bankruptcy Procedure 2014(a), I obtained a list of the entities identified in Rule 2014(a) from counsel to the Debtors for purposes of searching the aforementioned database and determining the connection(s) which the Firm has with such entities. The Firm's search of the database identified the following connections:

- | | | |
|----|---|----------------|
| 8. | Building Materials Holding Corporation -- | Current Client |
| | SelectBuild Nevada, Inc. -- | Current Client |
| | Zurich American Ins. Co. -- | Current Client |
| | Lexington Insurance Co. -- | Former Client |

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

10. The Debtors owe the Firm \$1,211.32 for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. § §101-1532. If the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, my signature below acknowledges

that the Firm understands that any and all pre-petition claims that it has against the Debtors will be deemed waived if the Firm's employment is authorized.

11. As of June 16, 2009, which was the date on which the Debtors commenced these chapter 11 cases, the Firm was not party to an engagement or services agreement with the Debtors.

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

13. If the Firm is not a law firm, the following is a list of all payments which the Firm received from the Debtors during the year period to the Debtors' bankruptcy filings: N/A

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

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

Date: August 13, 2009



Kevin E. Helm, Esq.
Nevada Bar No. 003432
HELM & ASSOCIATES
2810 W. Charleston Blvd., Suite G-67
Las Vegas, Nevada 89102

EXHIBIT 2E

**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
)	
)	

VERIFIED STATEMENTS OF CONNECTIONS

I, Charles H. Seaman, declare under penalty of perjury:

1. I am a Partner of Reed Smith LLP, located at Two Embarcadero Center, Suite 2000, San Francisco, CA 94111 (the "***Firm***").
2. Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "***Debtors***") have requested that the Firm provide legal advice concerning real estate matters to the Debtors, and the Firm has consented to provide such services.
3. If the Firm is a law firm, I state that the Firm did represent the Debtors prior to their bankruptcy filings.
4. The Firm may have performed services in the past, may currently perform services and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these chapter 11 cases. The Firm does not perform services for any such person in connection with these chapter 11 cases, or have any relationship

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with any such person, their attorneys or accountants that would be adverse to the Debtors or their estates. Furthermore, if the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, the Firm is a "disinterested person" under 11 U.S.C. § 101(14), such that the Firm:

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

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

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

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

1. Microsoft Corporation	26. Centurytel	51. MFS Inc.
2. GE Capital Corporation	27. Cellular One	52. Columbus Nova
3. Prudential Financial	28. AT&T Mobility	53. State Street Global Advisors
4. Penske	29. AT&T	54. Qualcomm
5. KPMG LLP	30. Alltel	55. Alliance Bernstein LP
6. PricewaterhouseCoopers	31. Xcel Energy	56. Morgan Stanley
7. Gibson Dunn and Crutcher LLP	32. United Water Resources	57. Bank of America
8. Masonite Entry Systems Corp	33. Southwestern Electric Power	58. PPM Americanr
9. Centex Corporation	34. Southern California Edison	59. Denali Capital
10. Standard Pacific Corporation	35. Harris Corporation	60. Bank Leumi
11. JP Morgan Chase Bank	36. Intermountain Gas	61. Van Kampen American
12. General Electric Company	37. El Paso Electric Company	62. Commerzbank
13. Weyerhaeuser NR Company	38. Allied Waste Industries Inc.	63. PNC Bank
14. Toll Brothers Inc	39. Aramark Wahweap Marina Corp.	64. HSBC
15. Ashton Woods USA LLC	40. Union Pacific Railroad	65. Union Bank of California
16. DR Horton Inc	41. Boston Properties	66. Rabobank 67. US Bank
17. Swiss Re	42. Mitek Industries Inc.	68. JP Morgan Chase
18. Marsh USA Inc.	43. True Value Company	69. BNP Paribas
19. Catlin Insurance Company UK Ltd.	44. Probuild	70. Wells Fargo Bank
20. All Risks Limited	45. Masonite Corp.	
21. Aon Inc.	46. James Hardie Building Products	
22. Verizon	47. Weyerhaeuser Company	
23. Sprint Nextel	48. Fifth Third Bank	
24. Qwest	49. DR Horton	
25. Integra Telecom Co Ltd	50. GPX LIX LLC Inc.	

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

9. The Debtors owe the Firm \$1,173.00 for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. § 101-1532. If the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, my signature below acknowledges that the Firm

understands that any and all pre-petition claims that it has against the Debtors will be deemed waived if the Firm's employment is authorized.

10. As of June 16, 2009, which was the date on which the Debtors commenced these chapter 11 cases, the Firm was party to an engagement or services agreement with the Debtors as attached.

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

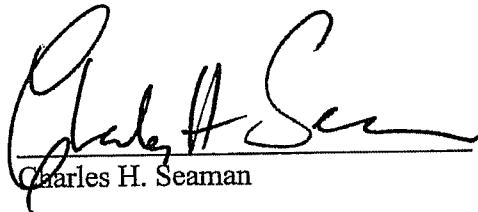
12. If the Firm is not a law firm, the following is a list of all payments which the Firm received from the Debtors during the year prior to the Debtors' bankruptcy filings:

Not applicable

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

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

Date: 8/12, 2009


Charles H. Seaman

From: Charles H. Seaman
Direct Phone: 415.659.5910
Email: cseaman@reedsmith.com

Reed Smith LLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111-3922
415.543.8700
Fax 415.391.8269

July 15, 2005

Mr. Bill Roure
Building Materials Holding Company
Four Embarcadero Center
Suite 3250
San Francisco, CA 94111

Re: Engagement Letter

Dear Bill:

It was a pleasure to talk with you regarding representation of Building Materials Holding Company ("BMHC") in connection with the Lease at Four Embarcadero Center. This letter will outline the scope and work involved in our proposed representation and serve to confirm the arrangement we discussed pursuant to which we will represent BMHC.

This will confirm that BMHC has engaged Reed Smith in connection with the Lease at Four Embarcadero Center, subject to this Firm's acceptance of the same. We are pleased to be able to be of service to you.

As a general matter, unless otherwise specified in this engagement letter, the terms of Reed Smith's engagement will be in accordance with our Firm's Standard Terms and Conditions of Engagement ["Standard Terms"], a copy of which is attached. My current hourly rate is \$545 per hour, and current rates for other partners at Reed Smith range from \$280 to \$675 per hour and associates from \$205 to \$435. These rates are subject to periodic adjustment as outlined in the Standard Terms. The policy on expenses, including those for which it is the Client's initial responsibility to pay, is contained in the Standard Terms.

If the terms of this engagement letter and the Standard Terms meet with your approval, please sign below and return the enclosed copy of same, keeping the second copy for your files. If, in the alternative, you have any questions regarding this letter, the enclosed copy of our Standard Terms, or our representation, please contact me. We look forward to the opportunity to work with you.

Very truly yours,

Charles H. Seaman

CHS:br

LONDON ♦ NEW YORK ♦ LOS ANGELES ♦ SAN FRANCISCO ♦ WASHINGTON, D.C. ♦ PHILADELPHIA ♦ PITTSBURGH ♦ OAKLAND
MUNICH ♦ PRINCETON ♦ FALLS CHURCH ♦ WILMINGTON ♦ NEWARK ♦ MIDLANDS, U.K. ♦ CENTURY CITY ♦ RICHMOND ♦ LEESBURG

reedsmith.com

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Mr. Bill Roure
July 15, 2005
Page 2

ReedSmith

ACCEPTED BY:

Building Materials Holding Company

By: _____

Date: _____

Reed Smith LLP Standard Terms and Conditions of Engagement

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter that Reed Smith LLP ("Reed Smith" or "Firm") is engaged to represent "Client," as defined in the engagement letter.

Basis for Fees and Reimbursable Costs.

Fees. Reed Smith will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed accounting of services rendered during the immediately preceding month. The "services rendered" will be broken down into two separate components: (i) legal services provided by our attorneys, paralegals and other professionals, and (ii) reimbursable costs and expenses incurred by Reed Smith in connection with its representation of Client.

With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted as of January 1 of each year and may, from time to time, be adjusted at other times during the year.

Reimbursable Costs. The second component of "services rendered" shown on your bill will be a summary of expenses by category which includes: long distance telephone, postage, photocopy/scan/print, facsimile charges, secretarial and word processing overtime, etc. See table below:

Costs & Expenses	
Service	Charge
Outgoing Faxes	<i>From a fax machine:</i> \$1/p U.S./£1/p UK <i>From a desktop:</i> Long distance charges
Copy/Scan/Print	<i>Black/White:</i> 15¢/p U.S./£0.25 UK <i>Color:</i> \$1/p U.S./£1/p UK
Telephone	Actual long distance charges on Firm systems and on Firm or other calling cards
Courier/Overnight Services	Actual charges incurred
Postage	Actual charges incurred
Electronic Research	Actual charges incurred
In-House Video Conferencing	Actual cost of call plus \$15 (£25)/hr for technical support
Third Party Conference Calls	Actual invoiced cost
Technology Support	Hourly rate for technician time plus all direct costs
Overtime	Actual charge incurred when overtime is warranted
Third Party Services such as: transcripts, title searches, title insurance, filing and recordation fees and taxes, and other transaction-related disbursements, such as expert witnesses and consultants and investigators.	Items over \$1,000 are typically sent directly to client for payment. Otherwise, costs for such services are billed to clients at actual invoiced cost.

While many expense costs are generally paid by the Firm and then charged to Client, it is our practice to forward invoices for significant filing fees or disbursements (e.g., \$1,000 or higher) to Client for direct payment to the vendor. In addition, if substantial costs are to be advanced in connection with the matter, it is our practice to obtain a retainer from Client to cover such costs.

Retainer. It is the Firm's policy to require an initial retainer before commencing legal services for a new client. The amount of the retainer is specified in the attached engagement letter. As monies become due for legal fees and expenses, those items will be deducted from the Retainer, with notice to you of those deductions. Of course, with respect to any other matters we may undertake on the Client's behalf, we may request an additional retainer that is reasonable in light of the anticipated scope of the task at hand.

Under applicable law, interest on attorneys' trust accounts for clients is payable to a state fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If Client desires Client's deposit to be placed in a trust account with interest payable to Client, please so advise on an Advance Deposit Form, along with Client's taxpayer identification number on the signed W-9 Form. Reed Smith's trust accounts are held in approved financial institutions, and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at our discretion.

Payment. Unless otherwise specifically agreed in the engagement letter, we expect payment from Client within 30 days of the invoice date, as prompt and full payment for our services is vital to our ability to efficiently provide legal services to all clients. By executing the engagement letter, Client agrees to pay our invoice within 30 days of the bill date, unless otherwise specified in the letter. The time charges set forth on the bills are not absolutes to which we adhere without analysis of the time that has been spent. They serve as "benchmarks" which ordinarily are followed. Each month, however, before bills are submitted, a review is performed to assess the nature of the services performed for the client.

Interest on Overdue Accounts. Client further understands and agrees that if payment is not made within 30 days of the bill date, Client's account shall be considered past due, after which an interest charge will be added to the outstanding balance in an amount equal to .83% per month. We also reserve the right to discontinue services if our bills are not paid in a timely manner, and to seek payment for all past services rendered.

Term of Engagement. Either of us may terminate the engagement at anytime for any reason by written notice, subject on our part to applicable rules of professional conduct. If Client so requests, we will suggest possible successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, in accordance with local court rules, and you agree to engage successor counsel to represent you.

Information/Client Responsibilities. We will keep Client informed of the status of all matters and will send you copies of correspondence, pleadings and/or other relevant documents which we initiate and copies of correspondence, pleadings and/or other relevant documents we receive from others. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to you relevant to the Firm's representation of Client's interests, including furnishing all documents requested by us.

Termination. Unless previously terminated, our representation of the Client will terminate upon our sending the final statement for services rendered in this matter. The Firm expects full payment for any amounts owed at that time.

Post-Engagement Matters. Client has engaged the Firm to provide legal services in connection with a specific matter as described in the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages the Firm to provide additional advice on issues arising from the matter, we have no continuing obligation to advise you with respect to future developments.

Deal Lists. The Firm reserves the right to use the Client's name and/or the descriptive elements of corporate finance transactions the Client has undertaken with our assistance, in deal lists communicated to our existing or prospective clients or the media, unless you instruct us otherwise.

External Electronic Communication Authorization. The Firm may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communication ("EC") (via the internet or other network). Client understands that EC is not an absolutely secure method of communication. Client's execution of the engagement letter will serve to acknowledge and accept the risk and authorize the Firm to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise the Firm in writing not to send them via EC and the Firm will comply with Client's request.

Future Conflicts In Unrelated Matters. Unless Client and the Firm specifically agree otherwise, Client understands that because of the size and variety of clients and matters represented by the Firm, it is important to all of our clients, including Client, that we not become unduly precluded from representing clients, where clients, including Client, may develop a relationship with us and anticipate using us for that type of matter. Accordingly, the Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for Client, even if the interests of such clients in those other matters are directly adverse to Client in a matter for which we have not been engaged to represent Client. By signing the engagement letter, Client expressly waives any right to object to such representation or to any other adverse representation by us not substantially related to our work for Client, even if the interest of Client in such other matter is directly adverse to Client in a matter for which we have not been engaged to represent Client. We agree, however, that Client's prospective consent to conflicting representation as described herein shall not apply unless an appropriate ethical wall is put into place in any instance where as

the result of our representation of Client we have obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of ours, could be used to the material disadvantage of Client.

If you have any questions regarding the foregoing waiver, or if you believe a modification or clarification is appropriate in connection with our representation of Client, please do not hesitate to contact us or other counsel for advice.

Insurance. Unless expressly included in the Scope of Engagement above, Client shall be responsible for tendering any claim or suit to Client's insurer. It is possible that Client or Reed Smith may secure the agreement of an insurance company and that Reed Smith may act as Client's counsel. Some insurance companies impose restrictions on the type, amount of or hourly rate for legal services for which they will pay and may further refuse reimbursement for various cost items. In addition, some insurance companies may unilaterally impose other restrictions which are different from this Agreement. While Reed Smith will, of course, work cooperatively with any insurance company defending Client, and make every effort to minimize the expense not absorbed by Client's insurance company, Reed Smith's agreement is with Client, and Client agrees to pay promptly Reed Smith's invoices, and Client will seek such reimbursement from the insurance company as may be appropriate. In the event a billing dispute arises between Client and the insurance carrier, Reed Smith will advise Client and, if Client wishes, Reed Smith will represent Client in connection with that dispute, at Reed Smith's standard hourly rates.

Responses to Audit Letters. If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that Reed Smith provide a written description of all pending or threatened claims for lawsuits to which Reed Smith has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to Reed Smith. Minimum fees for responses to audit letters will be billed at \$500 for non-profit entities, \$1000 for non-public, for-profit entities, and

\$1,500 for public entities. However, if more than three hours of time is necessary, we will charge our regular hourly rates.

Disposition of Records. Reed Smith is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Reed Smith may destroy any file materials (hard copy or electronic form) after termination of the matter involved, unless Client requests those materials within thirty days of notification of Reed Smith's intent to destroy them.

Exclusion of Owners, Subsidiaries, Officers, Directors and Employees. Our client for purposes of our representation is Client as identified in the engagement letter for the matter, and not, unless expressly named in the engagement letter, any "Affiliates" of Client. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (a) shareholders or constituent partners, members, or other equity stakeholders, (b) parent, sister, brother and subsidiary companies, (c) joint ventures, limited partnerships, general partnerships, limited liability companies or other unincorporated entities in which Client may have an ownership interest, (d) officers, (e) directors, (f) employees, or (g) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. *Should you feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition of "Client" for a particular matter, please do not hesitate to discuss the matter with us before signing the engagement letter.* Our objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by our Firm find themselves being sued or in an adverse position to another client of our Firm because our records did not properly identify the client, or (2) after undertaking our representation of you (or another client), and investing considerable time and dollars on your behalf, we are forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney client relationship.

California Arbitration Clause.

Client has the right to require a non-binding fee arbitration pursuant to Business & Professions Code §§ 6200-6206 in the event of a dispute over fees. Should such a dispute over fees arise, whether or not Client elects to have any fee dispute with Reed Smith arbitrated by such non-binding arbitration, Client and Reed Smith agree any and all controversies, disputes or claims (no matter how characterized or classified) arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement (including without limitation the competency of any services provided and Reed Smith's rights to fees earned and expenses incurred), shall be finally determined, at the request of Client or Reed Smith, by binding arbitration conducted in accordance with the then existing rules for commercial arbitration of the American Arbitration Association by an independent private retired California judge, mutually selected by the parties, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal court having jurisdiction thereof. If the parties cannot agree upon a retired judge, then each party shall select one judge and then the two judges shall select a third judge who shall act as sole arbitrator. The decision of the two judges in selecting the third judge shall be final and incontestable by any party. All arbitrator's fees will be initially apportioned equally between the parties, but the arbitrator shall reapportion arbitration fees as part of the award of costs in favor of the prevailing party. The parties agree that arbitration can be compelled by a court located in California, that arbitration cannot be avoided by the filing of any other lawsuit or proceeding, and that provisional or ancillary remedies can be sought without waiver of arbitration rights. The parties intend that this Agreement to arbitrate be valid, enforceable and irrevocable.

The prevailing party in any arbitration or action to interpret or enforce terms of this Agreement shall be entitled to an award of reasonable attorneys' fees and expenses incurred in the arbitration or action, including any confirmation or enforcement action. It is expressly agreed Reed Smith may elect to represent themselves in any such dispute and resulting arbitration, and if so would be entitled to the reasonable value of such

services in the event Reed Smith is the prevailing party.

Client's agreement to arbitrate disputes is not a condition of Reed Smith agreeing to represent Client, and if Client does not wish to agree to arbitrate, Client should advise Reed Smith before signing this Agreement so Reed Smith can delete this section of the Agreement. In addition, Client is free to and should discuss the advisability of arbitration with other counsel or advisors.

By signing this Agreement, Client agrees that, in the event of any dispute arising out of or relating to this Agreement, the relationship, or the services performed (including, but not limited to, disputes regarding attorneys' fees or expenses and those alleging negligence, breach of fiduciary duty, fraud, or any claim based upon a statute), such disputes shall be resolved by submission to binding arbitration as agreed herein.

EXHIBIT 2F

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
)	

VERIFIED STATEMENTS OF CONNECTIONS

I, Diana Tabacopoulos, declare under penalty of perjury:

1. I am a Partner of Seyfarth Shaw LLP, located at 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3063 (the "**Firm**").
2. Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**") have requested that the Firm provide labor and employment services to the Debtors, including the defense of wage and hour class action litigation and the Firm has consented to provide such services.
3. I state that the Firm did represent the Debtors prior to their bankruptcy filings.
4. The Firm may have performed services in the past, may currently perform services and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these chapter 11 cases. The Firm does not perform services for any such person in connection with these chapter 11 cases, or have any relationship with any such person, their attorneys or accountants that would be adverse to the Debtors or their

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holdings 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.

estates. Furthermore, if the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, the Firm is a “disinterested person” under 11 U.S.C. § 101(14) such that the Firm:

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

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

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

7. In the ordinary course of its business, the Firm maintains a database for purposes of performing “conflicts checks. The Firm’s database contains information regarding the Firm’s present and past representations. Pursuant to Federal Rule of Bankruptcy Procedure 2014(a), I obtained a list of the entities identified in Rule 2014(a) from counsel to the Debtors for purposes of searching the aforementioned database and determining the connection(s) which the Firm has with such entities. The Firm’s search of the database identified its connections in its List of the Firm’s Clients which is attached hereto as *Exhibit A*.

8. Neither I nor any partner or professional employed by the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this Firm is to be employed.

9. The Debtors owe the Firm \$1,743.18 for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. §§101-1532.

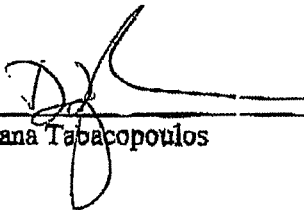
10. As of June 16, 2009, which was the date on which the Debtors commenced these chapter 11 cases, the Firm was a party to an engagement or services agreement with the Debtors. A copy of such agreement is attached as *Exhibit B* to this Declaration.

11. As of June 16, 2009, the firm was not a party to an agreement for indemnification with certain of the Debtors.

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

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

Date: 13 August, 2009



Diana Tabacopoulos

EXHIBIT A

LIST OF THE FIRM'S CLIENTS

INTERESTED PARTY	SEYFARTH CLIENT OR OTHER CURRENT RELATIONSHIPS ¹	DOES WORK RELATE TO DEBTORS
Wells Fargo Bank	Client	No
BNP Paribas	Client	No
SunTrust Bank	Client	No
JP Morgan Chase	Client	No
U.S. Bank	Client	No
Lasalle Bank	Client	No
Rabobank	Client	No
Union Bank of California	Client	No
HSBC	Client	No
Commerzbank	Client	No
Bank of New York	Client	No
Bank of America	Client	No
Alliance Bernstein, LLP	Client	No
Morgan Stanley	Client	No
State Street	Client	No
The Hartford	Client	No
Simpson Strong Tie, Inc.	Client	No
James Hardie Building Products	Client	No
Union Pacific Railroad	Client	No

¹ An entity designated as a "Client" is an entity for which a Seyfarth attorney recorded time within the last year.

INTERESTED PARTY	SEYFARTH CLIENT OR OTHER CURRENT RELATIONSHIPS ¹	DOES WORK RELATE TO DEBTORS
Allied Waste Services	Client	No
United Water	Client	No
Waste Management	Client	No
Xcel Energy	Client	No
ATT	Client	No
ATT Mobility	Client	No
Broadwing/L3 Communications	Client	No
Granite	Could be related to client Granite Telecommunications	No
Marsh USA	Client	No
AXIS Surplus Insurance Company	Subsidiary of client AXIS Insurance	No
Marsh Global Markets (Dublin) Limited	Subsidiary of client Marsh	No
Lexington Insurance Company UKB	Subsidiary of client Lexington Insurance	No
Marsh Ltd	Subsidiary of client Marsh	No
AIG Excess Liability Insurance Company Ltd.	Subsidiary of client AIG	No
XL Specialty Ins. Co.	Client	No
Federal Ins. Co.	Client	No
National Union Fire Insurance Co. of Pittsburgh PA	Client	No
Arch Ins. Company	Client	No
XL Insurance Ltd.	Client	No
Zurich American Ins. Co.	Client	No

INTERESTED PARTY	SEYFARTH CLIENT OR OTHER CURRENT RELATIONSHIPS ¹	DOES WORK RELATE TO DEBTORS
Swiss Re	Client	No
AIG Environmental	Subsidiary of client AIG	No
Chubb Group of Insurance Companies	Client	No
AIG Cat Excess	Subsidiary of client AIG	No
The Ryland Group, Inc.	Client	No
Van Guard Construction LLC	Client	No
Toll Brothers, Inc.	Client	No
Boise Cascade	Client	No
General Electric Co.	Client	No
JP Morgan Chase Bank	Client	No
True Value	Client	No
KPMG LLP	Client	No
GE Capital Corp.	Client	No
Prudential	Client	No
Microsoft	Client	No

EXHIBIT B

2029 Century Park East, Suite 3300
Los Angeles, California 90067-3063
(310) 277-7200
fax (310) 201-5219
www.seyfarth.com

Writer's direct phone
(310) 201-5255

Writer's e-mail
dtabacopoulos@la.seyfarth.com

Writer's direct fax
(310) 282-6955

June 2, 2008

**VIA FACSIMILE (415) 520-9320 AND
FEDERAL EXPRESS**

Elizabeth Franklin
Associate General Counsel
Building Materials Holding Corporation
Four Embarcadero Center, Suite 3200
San Francisco, CA 94111

Re: Engagement Letter

Dear Elizabeth:

Thank you for retaining Seyfarth Shaw LLP to represent Building Materials Holding Corporation; Selectbuilding Construction, Inc.; Selectbuilding Southern California, Inc.; and H.N.R. Framing System, Inc. (collectively "BMHC"). The scope of our engagement will be to represent BMHC with respect to the class action complaint by Pedro Alvarado. Naturally, the scope of our representation may be limited or expanded from time to time. We look forward to working with you in this engagement and to developing a mutually satisfactory relationship.

The purpose of this engagement letter is to confirm our engagement as your counsel and to provide you with certain information concerning our fees, billing and collection policies and other terms that will govern our relationship and to discuss such important conflict of interest issues as may be suggested by our relationship or the nature or scope of our engagement. Although we do not wish to be overly formal in our relationship with you, we have found it to be a helpful practice to confirm with our clients in writing the nature and terms of our representation. Attached to this letter are our Firm's standard Terms of Engagement, which will govern our relationship except as specifically stated otherwise in this engagement letter. Please review these terms and let me know if you have any questions about them.

Our fees for this engagement will be based upon the hourly billing rates in effect at the time of service for each attorney and paralegal who devotes time to your service. My discount rate for 2008 is \$470.00 per hour. Candace Zee's rate is \$335.00 per hour. We record our time in units of one-tenth of an hour. We typically adjust our rates annually, in January of each year.

You are aware that the Firm represents many other companies and individuals. It is possible that during the time we are representing the Company, some of our present or future clients have or will have disputes or transactions with the Company. The Company agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to the Company and/or its affiliates, including, for example, representing adverse parties in litigation. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in the instance of any matter where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in such other matter to your material disadvantage.

If the terms described above and in the Terms of Engagement are satisfactory, please so indicate by signing in the space provided below and please return the signed copy to me at your earliest convenience. We look forward to working with you.

Very truly yours,


SEYFARTH SHAW LLP


Diana Tabacopoulos

DT:lc

Enclosure

Agreed: **Building Materials Holding Corporation**

By  _____