

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

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

VERIFIED STATEMENTS OF CONNECTIONS

I, Stephen E. Richman, declare under penalty of perjury:

1. I am an attorney of Mariscal, Weeks, McIntyre & Friedlander, P.A., located at 2901 North Central Avenue, Suite 200, Phoenix, Arizona 85012 (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 attorney services to the Debtors, and the Firm has consented to provide such services.

3. I state that the Firm did represent one or more of 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

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

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 D.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 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 to date:

BNP Paribas	Sun Trust Bank
Raymond James & Associates	Guaranty Federal Bank
West Coast Bank	ACA Management
MFS	City of North Las Vegas
CPS Energy	Duke Energy
Intermountain Gas	San Diego Gas & Electric
Sierra Pacific Power Co.	CCI Network Services
Southwestern Electric Power (American Electric Inc.)	Gila River Telecom
Westchester Surplus Lines Insurance Co.	All Risks Ltd.
XL Specialty Insurance Company	The Astoria Corporation
Pulte Homes, Inc.	Weekley Homes, L.P.
Toll Brothers, Inc.	M.D.C. Holdings, Inc.
Signature Properties, Inc.	James Hardie Building Products
SB Mira Loma Reload	Mitek Industries Inc.
True Value	Sun Mountain Lumber Company
Sierra Pacific Industries	Lifetime Doors Inc.
Ferguson Enterprises Inc.	CalPortland
Dolphin Quantum	Randall Shipp
Alvarez and Marshall North America, LLC	KPMG LLP

8. 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.

9. The Debtors owe the Firm \$3,488.20 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 party to an engagement or services agreement with the Debtors. A copy of such agreement is attached as *Exhibit A* to this Declaration.

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

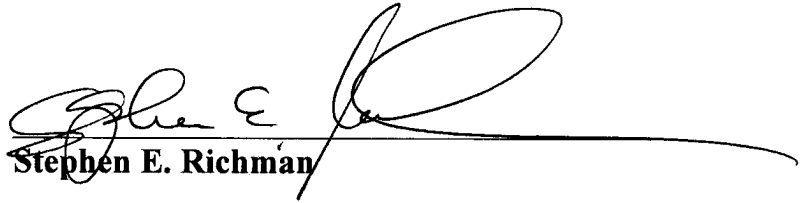
12. If the Firm is not a law firm, the following is a list of all payments which the Firm received from the Debtors during the year prior to the Debtors' bankruptcy filings:

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: August 13, 2009


Stephen E. Richman

Received By BMHC

JUN 05 2009

LAW OFFICES

JONATHAN S. BATCHELOR
TODD A. BAXTER
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FREDDA J. BISMAN
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PHILLIP WEEKS (1936-1998)
DONALD N. MCINTYRE (1932-1998)

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June 1, 2009

CONFIDENTIAL AND PRIVILEGED INFORMATION

Paul S. Street
Senior Vice President
General Counsel
Building Materials Holding Corporation
720 Park Boulevard
Suite 200
Boise, ID 83712

Re: Engagement and Representation of Selectbuild Arizona, LLC and Building Materials Holding Corporation

Dear Paul:

We are writing to confirm the terms under which Mariscal, Weeks, McIntyre & Friedlander, P.A. ("Firm") proposes to represent Selectbuild Arizona, LLC and Building Materials Holding Corporation ("Client") in connection with the Chanen Construction Company, Inc. construction dispute ("this matter"). In order that both the Client and the Firm clearly understand the basis upon which the Firm has agreed to represent you, we have prepared this letter for your review and approval.

I. Client Represented. It is understood that our Client for the purpose of this representation is Selectbuild Arizona, LLC and Building Materials Holding Corporation and not any other entities or individuals.

2. **Scope of Representation.** We have agreed that our engagement is limited to performance of services related only to this matter, and we are not representing the Client in regard to any other matter. The Client is not relying on us for, and we are not providing, any business, investment, insurance, tax, or accounting advice.

3. **Staffing.** I will have primary responsibility for this matter. I also may utilize other attorneys and paralegals and litigation/clerical assistants, where appropriate. I will make staffing decisions, with the objective of rendering services to the Client on an efficient and cost-effective basis.

Our representation is effective as of the date you provide the Firm with a signed copy of this engagement letter (retroactive to the date that any actual services may have been provided) representing your agreement to the terms of the engagement as set forth in this letter. You understand that we cannot and have not made any guarantees regarding the outcome of this matter.

4. **Fees.** We will charge and bill the Client for professional services in accordance with Rule 1.5 of the Rules of Professional Conduct promulgated by the Arizona Supreme Court, primarily based upon the schedule of hourly rates established by the Firm for the lawyers and other members of the professional staff of the Firm. In order to help us determine the value of the services that we render, our attorneys and paralegals maintain written records of the time they spend working for the Client. My current hourly rate is \$350. The current hourly rates for other attorneys at the Firm range from \$150 to \$400, and paralegal rates range from \$100 to \$125. We periodically review our hourly rates and make adjustments as necessary; therefore, from time to time in the future, the hourly rates of attorneys and paralegals engaged in representing the Client may be increased, and if that occurs, you will be notified of those changes.

5. **Costs.** In addition to our fees for services, the Client will be responsible for all out-of-pocket disbursements that we incur on the Client's behalf. These additional billings may include charges for filing fees, photocopying, long distance telephone charges, Federal Express and other delivery services, expert witness fees, investigative expenses, appraisers, appraisal reports, travel expenses, as well as any other costs incurred in connection with the case. Postage will be billed monthly as it is incurred. Facsimile transmissions will be billed at the rate of \$1.00 per page. Photocopying, delivery services, long distance telephone calls, and similar services and charges will be charged at the rate ordinarily charged by the Firm to its clients. These rates generally include an "overhead" charge or a "markup" above the actual costs the Firm pays for such services, in order to cover the additional indirect costs of providing such services. If we notify you, the Client is required to pay certain of these expenses directly to the entity/person supplying the service and may also be required to make the Client's own arrangements for payment of certain of these costs and expenses. Bills for such costs and expenses are due and payable within thirty (30) days after the statement date.

6. **Billings.** Our statements for services rendered and costs incurred will be prepared and mailed to the address listed above during the month following the month in which services are rendered and costs advanced. We will make every effort to include our out-of-pocket disbursements

in the next monthly statement. However, some disbursements are not immediately available to us and, as a result, may not appear on a statement until some time after the charges were actually incurred. All statements are due and payable in full upon receipt and considered past due thirty (30) days after the statement date. The Firm reserves the right to decline to perform further services if any account is sixty (60) days or more past due. Subject to our ethical and professional obligations, the Client hereby agrees that the Firm may, in such event, terminate its legal services and withdraw from its engagement of the Client.

7. ***No Guarantee of Result or Fees and Costs.*** It is impossible for the Firm to predict the total amount of attorneys' and other professional fees and costs that will be incurred in regard to our representation of the Client. No guarantees have been made, nor can they be made, to the Client with respect to the total attorneys' and other professional fees and the costs relating thereto. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that your obligation for payment of the Firm's fees and costs is not in any way contingent on the ultimate outcome of this matter.

8. ***Advance Deposit.*** It is our policy to ask clients to provide us with an Advance Deposit before commencing any work. An Advance Deposit of \$10,000 is requested. The Firm reserves the right to require additional advance deposits during the course of the representation. In the Firm's discretion, the Advance Deposit will either (a) be held by us in a trust account until our representation of the Client is concluded or (b) applied to any billings of the Firm for fees and costs. If any monthly billing statement is not paid before coming past due, the Firm will have the right, in its discretion, to apply all or a portion of the Advance Deposit to the outstanding balance due the Firm. Should that become necessary, the Client shall still be responsible for any remaining balance, and the Firm will have the right to withdraw from further representation if the outstanding balance remains unpaid. If the Firm applies all or any portion of the Advance Deposit to pay an outstanding balance, the Firm reserves the right to notify the Client that we have done so, whereupon the Firm may, in its discretion, require the Client to promptly replenish the Advance Deposit. If the Advance Deposit is not replenished within fifteen (15) days after the Firm has requested that the Client do so, the Firm reserves the right, in its discretion, to terminate the representation and engagement.

If the Client fails to comply with the foregoing, the Firm is authorized, in its sole discretion, to withdraw from further representation of the Client. The Client also has the right, at any time, to terminate the Firm and to substitute counsel for the Firm. If you substitute counsel or terminate the Firm's services, the total outstanding amount due the Firm, plus any additional charges for legal services, fees, and costs accrued to the date of such substitution or termination, after application of any balance of the Advance Deposit, will become immediately due and payable to the Firm.

9. ***Responsibilities.*** Recognizing that the Firm cannot effectively represent the Client without the Client's cooperation, assistance, and truthfulness, Client agrees to cooperate fully with the Firm, to always be truthful with the Firm and any court, and to provide promptly all information, known or available, relevant to the Firms' representation, including providing information and documents requested in a timely fashion; assisting in discovery, disclosure, and

trial preparation; cooperating in scheduling and related matters; responding to telephone calls, e-mails, and correspondence in a timely manner; and informing the Firm of changes in the Client's address and telephone numbers.

As a matter of course, we will forward to you photocopies of key correspondence and other documents generated or received by us regarding this matter. This is an inexpensive way to keep the Client advised of important developments as this matter progresses. You should contact us should you have any questions or comments about the documents you receive.

10. Possible Conflicts. The Firm represents many other companies and individuals. It is possible, if not probable, that some of our present or future clients could have disputes or transactions with the Client. At the present time, we are unaware of any such conflicts of interest. In the event we become aware of such circumstances in the future, we will provide you with information concerning the potential conflict issue and advise you of the anticipated risks and alternatives, so that you can decide whether to consent to our continued representation. If the conflict is of a type that is not waivable under the applicable ethical rules, the Firm may be required to withdraw from its representation of the Client. If you become aware of any circumstances which you believe may give rise to a potential conflict of interest, please advise us immediately.

As a condition to our undertaking this matter, the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not directly adverse to the Client, unless there is a significant risk that the representation of the Client will be materially limited by the Firm's responsibilities to any of our other clients, former clients, third persons, or any personal interests of the responsible lawyers in the Firm.

11. Document Retention. During the course of our representation, you may have occasion to provide us with documents and other materials. At the end of our engagement, we will return the documents and materials to you or retain them at your direction. If we receive no such direction from the Client, and the documents and materials are not returned to the Client, the Client agrees that the documents may be destroyed at such time as the file itself is destroyed in accordance with our document retention policy. Currently, it is our policy to destroy files after they have been closed for seven (7) years. We will deem the Client's acknowledgement of our engagement as the Client's assent to the handling of the Client's documents in this respect.

At any time after the completion of our engagement or the termination of our representation, you may request the return of all or a portion of your file that has been maintained and created by the Firm; you may also request that the file be provided to a third party designated by you in writing. In either case, you shall bear the cost of the photocopying or other reproduction of those documents that you have previously received copies of as well as payment of charges to storage facilities for retrieval, return, and delivery of closed files.

12. Termination of Engagement and Post-Engagement Matters. Either the Firm or the Client may terminate the engagement and representation at any time and for any reason by written notice, subject to our compliance with the applicable rules of professional conduct.

After completion of this matter, changes may occur in laws or regulations that are applicable to the Client that could have an impact upon the Client's future rights and liabilities. Unless you continue to specifically engage us by a separate engagement agreement describing the scope of that additional representation, the Firm has no continuing obligation to advise the Client with respect to any legal or factual developments or matters that may arise subsequent to the termination of our engagement.

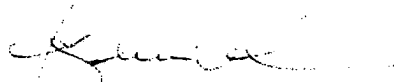
13. Arbitration. The Client has the right to a trial before either a judge or jury, in connection with any disputes that may arise between the Client and the Firm. However, if a dispute arises between the Firm and Client regarding attorneys' fees and costs and the services provided by the Firm, we hereby agree to resolve that dispute through binding fee arbitration procedures and proceedings of the State Bar of Arizona. By agreeing to this binding fee arbitration process, the Client is agreeing to waive the right to trial before either a judge or a jury in regard to the resolution of any dispute concerning attorneys' fees and costs.

14. No Advice Regarding This Engagement Agreement. The Firm is not acting as Client's counsel in advising the Client with respect to this engagement agreement, as we would have a conflict of interest in doing so. If the Client wishes to be advised regarding any aspect of this engagement agreement, we recommend that the Client consult with independent counsel of the Client's choice. In addition, if the Client has any questions or would like additional information regarding our engagement, we would be happy to discuss those matters with the Client.

15. Binding Agreement. When signed by the Client, this letter constitutes a binding agreement between the Firm and the Client.

We are enclosing two originals of this letter. If the foregoing correctly states your understanding and agreement regarding the Firm's representation of the Client, please sign one of the originals in the space provided below and return it to me at your earliest convenience.

Very truly yours,



Stephen E. Richman
For the Firm

SER:lm
Enclosure


June 1, 2009


Page 6

I HAVE READ THE FOREGOING ENGAGEMENT AGREEMENT, AND MY SIGNATURE INDICATES THAT I AGREE TO ALL OF ITS TERMS AND FULLY UNDERSTAND ITS PROVISIONS. THE TERMS OF THE ENGAGEMENT OF THE FIRM AS STATED ABOVE ARE ACCEPTED AND APPROVED BY:

SELECTBUILD ARIZONA, LLC

BUILDING MATERIALS
HOLDING CORPORATION

By: 
Its: SVF and Secretary

By: 
Its: PAUL S. STREET
Sr. Vice President, Chief Administrative Officer
General Counsel and Corporate Secretary

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