

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

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CLERK
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

I, Ross R. Hartog, declare under penalty of perjury:

1. I am a Partner of Markowitz, Davis, Ringel & Trusty, P.A. located 9130 South Dadeland Boulevard, Suite 1225, Miami, Florida 33156 (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 and related 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, or have any relationship with any such person, their attorneys or accountants that would be adverse to the Debtors or their estates. Furthermore, if

¹ The Debtor, along with the last four digits of each Debtor's tax identification number, are as follows: Building Material Holding Corporation (4269), BMC West Corporation (0453), 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 8371.

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.

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, claimaints, 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 business, the Firm maintains a database for purposes of performing "conflict checks." The Firm's database contains information regarding the Firm's present and past representations. Pursuant to Federal Rule of Bankruptcy Procedure 201(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: **NONE**

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 \$4,534.06 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 present the Debtors prior to their bankruptcy filings, my signature below acknowledges that the Firm understands that any and all prepetition claims that it has against the Debtors will be deemed waived of the Firm's employment is authorized.

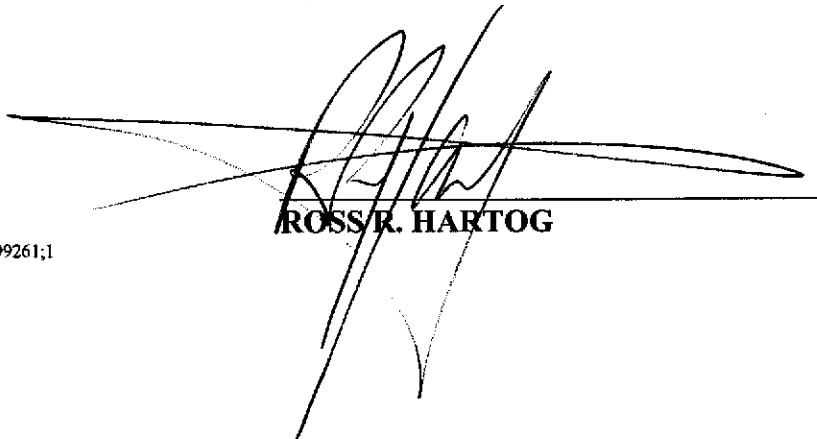
10. As of June 16, 2009, which was the date on which the Debtors commenced these chapter 11 cases, the Firm was party to an engagement or services agreement with the Debtors. Copies of such agreements are attached as Exhibit "A" to this Declaration.

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



ROSS R. HARTOG

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was served via U.S. Regular Mail on August 13, 2009 on the following parties listed below.

By: /s/ Ross R. Hartog
ROSS R. HARTOG

Building Materials Holding Corporation
Attention: Paul S. Street
720 Park Boulevard, Suite 200
Boise, Idaho 83712

Benesch, Friedlander, Coplan et al
Attention: Bradford J. Sandler
222 Delaware Avenue, Suite 801
Wilmington, Delaware 19801

Gibson, Dunn & Crutcher LLP
Attention: Michael A. Rosenthal
and Matthew K. Kelsey
200 Park Avenue
New York, New York 10166

Paul, Hastings et al
Attention: Kevin B. Fisher
55 Second Street, 24th Floor
San Francisco, California 94105

Young Conaway Starrgatt & Taylor LLP
Attention: Sean M. Beach and
Robert F. Poppiti
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 119801

The Office of the United States Trustee
for the District of Delaware
Attention: Joseph J. McMahon
844 King Street, Suite 2201
Lockbox 35
Wilmington, Delaware 19801

Arent Fox LP
Attention: Christopher J. Giamo
1050 Connecticut Avenue, NW
Washington DC 20036-5339

March 27, 2009

BMC West Corporation
c/o Maureen Thomas, Esq.
Associate General Counsel
Four Embarcadero Center, Suite 3200
San Francisco, CA 94111

Via E-mail to: mthomas@bmhc.com

**Re: *Legal Representation of BMC West Corporation in the case of
In re Mercedes Homes, Inc. (Case No: 09-11191-BKC-PGH)***

Dear Ms. Thomas:

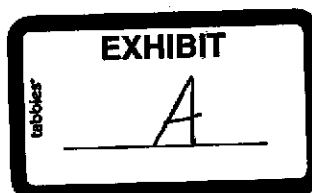
The law firm of Markowitz, Davis, Ringel & Trusty, P.A. looks forward to the opportunity of representing BMC West Corporation ("BMC"). The purpose of this letter is to outline the method by which we will provide our services in representing BMC, and the basis for our charges for these services. The representation of BMC shall be in connection with the above-referenced bankruptcy case and any related adversary proceedings.

In representing BMC, I shall be the responsible attorney. The purpose of the responsible attorney is not only to maintain a centralized monitoring of all work, but also to maintain a personal relationship with you. The responsible attorneys are the persons who usually determine the make-up of the team required to complete a legal task.

We confirm that no retainer will be required at this time. Our firm will bill for our services and advanced costs on a monthly basis in accordance with the provisions set forth herein and the Policy on Professional Fees. My hourly billing rate for these services is \$380.00 and that of other professionals in my office range from \$80.00 to \$525.00.

BMC understands that failure to timely remit payment of any fees and costs due and owing to this firm (after ten days and regardless of who submits them) may result in this firm withdrawing as counsel in the above-referenced proceedings, and if such circumstances were to arise, BMC irrevocably consents to this firm withdrawing as BMC's counsel by executing this retainer letter.

BMC also understands that its retention of this firm is made with the knowledge that this firm, as do many firms, may from time to time represent a client in unrelated matters whose interests may conflict with another client. Thus, there may be times that this firm represents BMC in a matter while concurrently representing another client in unrelated matter or one that may be adverse to BMC. In connection with this firm's representation of BMC, BMC consents to such representations so long as they do not involve a direct conflict in a specific matter in which this firm represents BMC.



BMC West Corporation

March 27, 2009

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I want to assure you that we will endeavor to represent BMC's interests vigorously and efficiently. For us to provide these services effectively, BMC agrees to disclose fully and accurately all pertinent facts and keep us informed of all developments in the matter. BMC further agrees to cooperate fully with us and to be available to attend such matters as are appropriate.

If you have any questions, please do not hesitate to contact us. If this agreement is acceptable to BMC, please acknowledge that you have reviewed it, understand it, and desire to retain us on the basis of the terms of this letter and attachment by signing and delivering same to us. We recommend that you keep a copy of this letter and our Policy on Professional Fees in your file.

Markowitz, Davis, Ringel & Trusty, P.A. appreciates the opportunity to represent BMC and we will endeavor to provide you with prompt and responsive services at all times.

Very truly yours,

MARKOWITZ, DAVIS, RINGEL & TRUSTY, P.A.

By: 

ROSS R. HARTOG

RRH/gg
Enclosure

MARKOWITZ, DAVIS, RINGEL & TRUSTY, P.A.

BMC West Corporation

March 27, 2009

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The foregoing accurately sets forth our arrangement with Markowitz, Davis, Ringel & Trusty, P.A., and is approved.

BMC West Corporation

Dated: _____

By: _____

Print Name: _____

Title: _____

MARKOWITZ, DAVIS, RINGEL & TRUSTY, P.A.

POLICY ON PROFESSIONAL FEES

The following is an explanation of the basis on which Markowitz, Davis, Ringel & Trusty, P.A. bills for services rendered and expenses incurred, unless some other specific arrangement has been agreed to with the client. Fixed fee arrangements are normally billed upon completion. Hourly rate fees are normally billed by monthly statements during the course of an engagement. A retainer is normally required prior to commencing any legal work for a client. On a fixed fee arrangement, the retainer collected is a cost retainer which we debit upon incurring out of pocket expenses. On an hourly rate arrangement, the retainer will be reduced based upon the monthly statements. Upon exhausting the retainer, either additional retainers will be collected or the client will be invoiced by monthly statements.

Periodic statements are normally based on the amount of time expended and the rates of the lawyers or legal assistants involved in the matter. At the present time, our hourly rates for attorneys range from approximately \$150.00 per hour to \$525.00 per hour and our hourly rates for paralegals range from approximately \$80.00 per hour to \$120.00 per hour. Most statements for services are the product of the time worked (in units of tenths of an hour) multiplied by the hourly rates for the attorneys and legal assistants who did the work. The client will be billed for all time spent on its behalf, including without limitation conferences, telephone calls, drafting, research and travel. For each periodic statement on account, the responsible attorney reviews the time recorded to the client's account since the last billing. The purpose of the review is to determine whether the statement should be calculated solely on the basis of the time recorded, or should be adjusted according to the circumstances. We will at all times attempt to staff work on your behalf in the most efficient and economical manner.

It is impossible to determine in advance how much time will be needed, since that depends on many things beyond our control. Any figures we give you for the cost of all or part of our engagement are merely estimates.

The schedule of hourly rates for attorneys and other members of the professional staff is based on years of experience, specialization and training, practice, level of professional attainment and overhead cost. We reconsider our schedule of hourly rates annually, and may revise them at that time. If we change our rates, the new rates will go into effect immediately without special notice to the client. Upon request, we will provide a client with the rates of those professional staff working on an engagement.

Markowitz, Davis, Ringel & Trusty, P.A. also bills monthly all clients for direct expenses incurred such as long distance telephone calls, telecopier/fax, parking fees, photocopying, word processing, printing, postage, expedited mail or delivery service (including Federal Express, special couriers, and local messenger), filing fees, documentary stamps, intangible tax, transcript and deposition fees, travel, expert witness fees, and overtime secretarial services. Where the expenses involve payment to persons outside the firm, we may request that a client pay the expenses directly.

Given that no retainer is requested, we ask and expect payment of our statements on a current basis, (within five days of presentment) since delayed payment adds to our overall costs of providing services. We are confident that our clients make every effort to pay us promptly. Occasionally, however a client has a difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added costs we incur as a result of clients who are delinquent, we reserve the right to impose an interest/service charge. (It is our policy to assess a late payment in the amount of 1.25% per month for any statement which is delinquent.)

In the event litigation ensues, we will be entitled to reasonable attorney's fees, including appellate fees, if any. If payments are not made as agreed, you hereby consent to permit us to withdraw as your counsel. You also agree that in our discretion we may immediately cease all legal services on your behalf or discontinue our representation (subject to our ethical obligations and any other applicable provision of law).

The client has the right to terminate our representation by written notice at any time. In that case, the client is not relieved of the obligation to pay for all services rendered and costs incurred on its behalf prior to receipt of such notice. We have the same right to terminate our engagement, subject to an obligation to give the client reasonable notice to arrange alternative representation.

Sometimes another party to a transaction agrees to pay our client's legal fees, or a court may order our client's adversary to pay all or a part of its legal fees and costs. However, since the client remains primarily liable for payment of all fees and costs, any amounts received from others will be credited to the client's account.

@PFDESKTOP\ODMA\MHODMA\MIA3\MDRT;186393;1

MARKOWITZ, DAVIS, RINGEL & TRUSTY, P.A.

ATTORNEYS AT LAW

TWO DATRAN CENTER, SUITE 1225
9130 SOUTH DADELAND BOULEVARD
MIAMI, FLORIDA 33156-7849
TELEPHONE (305) 670-5000
FACSIMILE (305) 670-5011
WWW.MDRITLAW.COM

February 1, 2008

Via E-mail to: sarah.johnston@bmhc.com

Building Materials
Holding Corporation
c/o Sarah E. Johnston, Esq.
Associate General Counsel
Four Embarcadero Center, Suite 3200
San Francisco, CA 94111

***Re: Legal Representation of Building Materials Holding Corporation in the case of
In re Touse, Inc. (USBC Case No. 08-1092-BKC-JKO)***

Dear Ms. Johnston:

The law firm of Markowitz, Davis, Ringel & Trusty, P.A. looks forward to the opportunity of representing Building Materials Holding Corporation ("BMHC"). The purpose of this letter is to outline the method by which we will provide our services in representing BMHC, and the basis for our charges for these services. The representation of BMHC shall be in connection with the above-referenced bankruptcy case and any related adversary proceedings.

In representing BMHC, I shall be the responsible attorney. The purpose of the responsible attorney is not only to maintain a centralized monitoring of all work, but also to maintain a personal relationship with you. The responsible attorneys are the persons who usually determine the make-up of the team required to complete a legal task. My hourly billing rate for these services is \$525.00 and that of other professionals in my office range from \$80.00 to \$525.00. Our firm will bill for our services and advanced costs on a monthly basis in accordance with the provisions set forth herein and the Policy on Professional Fees. The engagement is limited to issues related to the workout of your personal financial issues.

We confirm that a \$5,000.00 retainer will be paid and that these amounts will be applied against our billings. It must, however, be replenished each month, when bills are presented to you.

BMHC understands that failure to timely remit payment of any fees and costs due and owing to this firm (after ten days and regardless of who submits them) may result in this firm withdrawing as counsel in the above-referenced proceedings, and if such circumstances were to arise, BMHC irrevocably consents to this firm withdrawing as BMHC's counsel by executing this retainer letter.

BMHC also understands that its retention of this firm is made with the knowledge that this firm, as do many firms, may from time to time represent a client in unrelated matters whose interests may conflict with another client. Thus, there may be times that this firm represents BMHC in a matter while concurrently representing another client in unrelated matter or one that may be adverse to BMHC. In connection with this firm's representation of BMHC, BMHC consents to such representations so long as they do not involve a direct conflict in a specific matter in which this firm

represents BMHC.

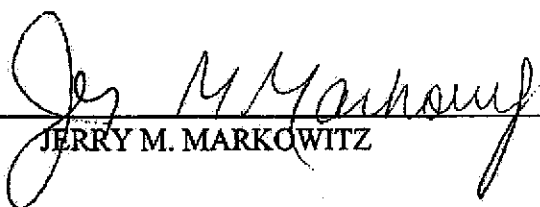
I want to assure you that we will endeavor to represent BMHC's interests vigorously and efficiently. For us to provide these services effectively, BMHC agrees to disclose fully and accurately all pertinent facts and keep us informed of all developments in the matter. BMHC further agrees to cooperate fully with us and to be available to attend such matters as are appropriate.

If you have any questions, please do not hesitate to contact us. If this agreement is acceptable to BMHC, please acknowledge that you have reviewed it, understand it, and desire to retain us on the basis of the terms of this letter and attachment by signing and delivering same to us. We recommend that you keep a copy of this letter and our Policy on Professional Fees in your file.

Markowitz, Davis, Ringel & Trusty, P.A. appreciates the opportunity to represent BMHC and we will endeavor to provide you with prompt and responsive services at all times.

Very truly yours,

MARKOWITZ, DAVIS, RINGEL & TRUSTY, P.A.

By: 
JERRY M. MARKOWITZ

JMM/gg
Enclosure

MARKOWITZ, DAVIS, RINGEL & TRUSTY, P.A.

Building Materials Holding Corporation
February 1, 2008
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The foregoing accurately sets forth our arrangement with Markowitz, Davis, Ringel & Trusty, P.A., and is approved.

Building Materials Holding Corporation

Dated: 2/1/08

By: Sarah Johnston

Sarah E. Johnston

Print Name: _____

Title: Associate General Counsel

MARKOWITZ, DAVIS, RINGEL & TRUSTY, P.A.

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It is impossible to determine in advance how much time will be needed, since that depends on many things beyond our control. Any figures we give you for the cost of all or part of our engagement are merely estimates.

The schedule of hourly rates for attorneys and other members of the professional staff is based on years of experience, specialization and training, practice, level of professional attainment and overhead cost. We reconsider our schedule of hourly rates annually, and may revise them at that time. If we change our rates, the new rates will go into effect immediately without special notice to the client. Upon request, we will provide a client with the rates of those professional staff working on an engagement.

Markowitz, Davis, Ringel & Trusty, P.A. also bills monthly all clients for direct expenses incurred such as long distance telephone calls, telecopier/fax, parking fees, photocopying, word processing, printing, postage, expedited mail or delivery service (including Federal Express, special couriers, and local messenger), filing fees, documentary stamps, intangible tax, transcript and deposition fees, travel, expert witness fees, and overtime secretarial services. Where the expenses involve payment to persons outside the firm, we may request that a client pay the expenses directly.

Given the nominal retainer requested, we ask and expect payment of our statements on a current basis, (within five days of presentment) since delayed payment adds to our overall costs of providing services. We are confident that our clients make every effort to pay us promptly. Occasionally, however a client has a difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added costs we incur as a result of clients who are delinquent, we reserve the right to impose an interest/service charge. (It is our policy to assess a late payment in the amount of 1.25% per month for any statement which is delinquent.)

In the event litigation ensues, we will be entitled to reasonable attorney's fees, including appellate fees, if any. If payments are not made as agreed, you hereby consent to permit us to withdraw as your counsel. You also agree that in our discretion we may immediately cease all legal services on your behalf or discontinue our representation (subject to our ethical obligations and any other applicable provision of law).

The client has the right to terminate our representation by written notice at any time. In that case, the client is not relieved of the obligation to pay for all services rendered and costs incurred on its behalf prior to receipt of such notice. We have the same right to terminate our engagement, subject to an obligation to give the client reasonable notice to arrange alternative representation.

Sometimes another party to a transaction agrees to pay our client's legal fees, or a court may order our client's adversary to pay all or a part of its legal fees and costs. However, since the client remains primarily liable for payment of all fees and costs, any amounts received from others will be credited to the client's account.