

**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 3, 2009 at 4:00 p.m. (ET)

**SECOND 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-2J 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.

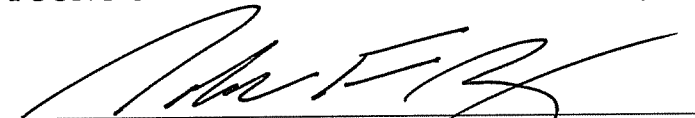
² All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the OCP Motion.

PLEASE TAKE FURTHER NOTICE that pursuant to the OCP Order, the Notice Parties shall have until **September 3, 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 14, 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*)
Saee 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
Rainer, Anding & McLindon
Davis Wright Tremaine LLP
Wessels Sherman Joerg Liskza Laverty Seneczko P.C.
Kelly, Olson, Michod, DeHaan & Richter, L.L.C.
Meuleman Mollerup LLP
Fredrickson, Mazeika & Grant, LLP
Butt Thornton & Baehr PC
Brownstein Hyatt Farber Schreck LLP
Morris Polich Purdy LLP
Spiess & Bell, PC

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, John S. McLindon, declare under penalty of perjury:

1. I am a partner of Rainer, Anding & McLindon, located at 8480 Bluebonnet Blvd., Suite D, Baton Rouge, LA 70810 (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 services to the Debtors, including filing suit against several contractors and owners to recover costs of materials, 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

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 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 review identified the following connections:

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 \$455.50 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 party to a verbal 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:

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: 8/14, 2009

**RESPECTFULLY SUBMITTED
BY ATTORNEYS:
RAINER, ANDING & McLINDON**

/s/ John S. McLindon
JOHN S McLINDON
Bar Roll Number 19703
8480 Bluebonnet Boulevard, Suite D
Baton Rouge, LA 70810
225-766-0200, Telephone
225-766-0279, Telecopier

EXHIBIT 2B

**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**
)

VERIFIED STATEMENTS OF CONNECTIONS

I, Steven P. Caplow declare under penalty of perjury:

1. I am a partner of Davis Wright Tremaine LLP, located at 1201 Third Avenue, Seattle, Washington 98101 (the “**Firm**”).
2. Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”) have requested that the Firm continue to act as counsel to the Debtors on a litigation matter, and the Firm has consented to provide such services.

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.

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 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.^e

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.

8. The Firm’s search of the database identified the connections noted on Exhibit A attached hereto and incorporated herein by this reference.

9. 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, except as disclosed on Exhibit B attached hereto and incorporated herein by this reference.

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, except as disclosed on Exhibit B attached hereto and incorporated herein by this reference.

10. The Debtors owe the Firm \$13,241.80² or 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

² This calculation does not include the \$680 in fees incurred on the date of petition.

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 party to an engagement or services agreement with the Debtors. A copy of such agreement is attached as Exhibit C to this Declaration.


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:

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.

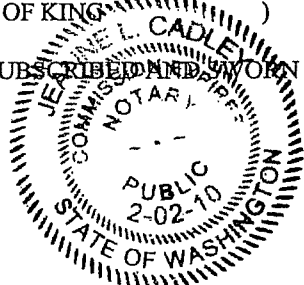
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: August 14, 2009


Steven P. Caplow, WSBA #19843

STATE OF WASHINGTON)
COUNTY OF KING)

SUBSCRIBED AND SWORN to before me this 14 day of August, 2009



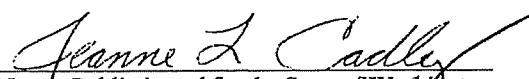

Notary Public in and for the State of Washington
My Commission Expires: 2-02-10

EXHIBIT A

Attorneys within DWT have reviewed the firm's databases of matters as of August 3, 2009, to check and confirm whether matters in which DWT has been engaged match parties of interest listed on the Conflicts List. For the vast majority of parties of interest, no connection was found. The parties for whom some connection was identified are set forth below. Except where specifically noted, DWT does not represent any party listed herein in connection with the Debtors or the Debtors' chapter 11 cases.

1. Debtors

Individual/Entity	Description
Building Materials Holding Corporation	DWT Client

2. Debtors Prepetition and Postpetition Secured Bank Lenders

Of the entities listed on the Conflicts List as "Debtors Prepetition and Postpetition Secured Bank Lenders" the following have or are current clients of DWT:

Individual/Entity	Description
Wells Fargo Bank	DWT Client
BNP Paribas	DWT Client
J.P. Morgan Chase	DWT Client
U.S. Bank	DWT Client
LaSalle Bank	DWT Client
Rabobank	DWT Client
Raymond James	DWT Client
HSBC	DWT Client
Bank of New York [OWS] Bank of New York [Blue Mountain] Bank of New York [Jersey Street]	DWT Client : The Bank of New York Mellon
West Coast Bank	DWT Client
Bank of America	DWT Client
State Street [Qualcomm]	DWT Client

3. [No entries for #3]

4. Officers and Directors of Debtor

Of the entities listed on the Conflicts List as "Officers and Directors of Debtor" the following have or are current clients of DWT

Individual Entity	Description
Doug Richards	DWT Client: Douglas E. Richards

5. Parties to significant litigation with Debtors:

Of the entities listed on the Conflicts List as "Parties to Significant Litigation With Debtors" the following have or are current clients of DWT

Individual/Entity	Description
Fifth Third Bank	DWT Client

6. 50 Largest and Other Known Unsecured Creditors

Of the entities listed on the Conflicts List as "50 Largest Unsecured Creditors," and other known creditors, the following have or are current clients of DWT

Individual/Entity	Description
Weyerhaeuser Company	DWT Client
Boise Cascade	DWT Client
Sauder Mouldings	DWT Client
Masonite	DWT Clients: Masonite Corporation Shanghai Representativ [sic] and Masonite International Corporation are clients of DWT.
ProBuild	DWT Client
Lumber Products	DWT Client
PrimeSource	DWT Client
Hardwoods Specialty Products US L.P.	DWT Client
Wellington Investments	DWT Client

Individual/Entity	Description

8. Debtors Landlords

Of the entities listed on the Conflicts List as “Debtors Landlords” the following have or are current clients of DWT

Individual/Entity	Description
Boston Properties	DWT Client
Union Pacific Railroad	DWT Client
Aramark	DWT Clients: Aramark Sports & Entertainment Services, Inc., Aramark FHC Sport and Entertainment Service, and Aramark Corporation

9. Debtors Utility Providers:

Of the entities listed on the Conflicts List as “Debtors Utility Providers” the following have or are current clients of DWT

Individual/Entity	Description
Clark Public Utilities	DWT Client
Douglas County	DWT Client: Public Utility District No. 1 of Douglas County
Idaho Power	DWT Client
Lakeview Light and Power	DWT Client
NW Natural	DWT Client
PGE Portland General Electric	DWT Client
Snohomish County	DWT Client
Snohomish County PUD No. 1	DWT Client
Waste Management	DWT Client
AT&T	DWT Client

Individual/Entity	Description
AT&T Mobility	DWT Client
Level3	DWT Client
Embarq	DWT Client
Integra Telecom	DWT Client
PAETEC Communications	DWT Client
Sprint Nextel	DWT Client
TW Telecom	DWT Client
Verizon	DWT Client

10. Debtors Insurers and Insurance Brokers

Individual/Entity	Description
ACE American Insurance	DWT Client: ACE USA
AIG Excess Liability Insurance	DWT Client: American International Group
AIG Environmental	DWT Client: American International Group
AIG Cat Excess	DWT Client: American International Group
Federal Insurance Co	DWT Client
Chubb Group of Insurance Companies	DWT Client

11. Debtors 50 Largest Customers

Individual/Entity	Description
Weyerhaeuser Company	DWT Client

12. Debtors 50 Largest Vendors

Individual/Entity	Description
Weyerhaeuser NR Company	DWT Client: Boise Cascade
General Electric Co	DWT Client

Individual/Entity	Description
JP Morgan Chase Bank	DWT Client
Masonite	DWT Clients: Masonite Corporation Shanghai Representative and Masonite International Corporation are clients of DWT.
Jeld Wen Windows and Doors	DWT Client
Lumber Products	DWT Client
Sauder Mouldings	DWT Client

13. Professionals Employed by the Debtor

Individual/Entity	Description
Gibson Dunn and Crutcher LLP	DWT Client
KPMG LLP	DWT Client

14. Other Significant Parties

Individual/Entity	Description
GE Capital Corp	DWT Client
Prudential	DWT Client: The Prudential Insurance Co of America
Microsoft	DWT Client
CIT Technology Financing Services	DWT Clients: CIT Group/Sales Financing Inc., CIT Group, The/Business Credit Inc., CIT Group, The/Business Credit Inc. and Texas Commerce Bank, CIT/Air 2000 Aircraft Transaction, CIT Lending Services Corporation.

EXHIBIT B

The following are DWT Attorneys or Professionals, or any members of their households, who (i) own shares, debt or instruments of Debtors, (ii) are directors, officers, or employees of Debtors or its affiliates, (iii) acted as investment bank or attorney for any security offering by Debtor or its affiliates, (iv) are related to Judge Kevin J. Carey of Delaware Bankruptcy Court,¹ or (v) are members of the panel of trustees for any bankruptcy court:

Individual	Description
Ryan York	Shareholder of Building Materials Holding Corporation

¹ John Reed, a partner in DWT's Seattle office, is married to Hon. Karen A. Overstreet, U.S. Bankruptcy Court Judge, Western District of Washington.

Exhibit C



Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D.C.

JEFF BELFIGLIO
DIRECT (425) 646-6128
jeffbelfiglio@dwt.com

SUITE 2300
777 108TH AVENUE NE
BELLEVUE, WA 98004-5149

TEL (425) 646-6100
FAX (425) 646-6199
www.dwt.com

January 10, 2008

Mr. Paul Street
Building Materials Holding Corporation
720 Park Blvd., Suite 200
Boise ID 83712-7714

Dear Paul:

Thank you for selecting Davis Wright Tremaine LLP to represent Building Materials Holding Corporation in connection with ERISA advice. This letter confirms our representation of Building Materials Holding Corporation.

Scope of Representation

The scope of our representation will initially be to advise you on ERISA issues related to the allocation of the cost of transitioning from the ING contracts and any notice or surrender requirements in the contracts. Hopefully, we can be of service in other areas in the future.

Engagement Terms

At Davis Wright Tremaine LLP we believe it is essential that our clients and we have the same understanding of the client-attorney relationship. With this in mind, enclosed for your review is a copy of our Standard Terms of Engagement for Legal Services, which describes in greater detail the basis on which we provide legal services to our clients. The Standard Terms of Engagement constitutes our engagement agreement. Therefore, we ask that you review it carefully and contact us promptly if you have any questions about our relationship.

Legal Fees.

Fees for services are based on a variety of factors including, for example, time and effort involved, the experience of those doing the work, the complexity of the matter, and the amount involved. Of these and other considerations, the time devoted and the experience of those providing the services will be given the most weight. My hourly rate is at present \$395.

Mr. Paul Street
Building Materials Holding Corporation
January 10, 2008
Page 2



We are pleased that you are entrusting this work to us, and we will do our best to provide you with prompt, high-quality legal counsel. It is important for us to know how our clients feel about the services we provide. If you ever feel that we are not meeting this commitment or you have other questions about our relationship, please do not hesitate to call me or our Partner-in-Charge, Richard A. Klobucher. Please let us know if we can assist you with any other legal needs.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink, appearing to read "Jeff Belfiglio". The signature is written in a cursive, flowing style.

Jeff Belfiglio

Enclosure

EXHIBIT 2C

IN RE:

Debtors.

Case No. 09-12074 (KJC)

Jointly Administered

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- (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. 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 review identified the following connections:

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10. The Debtors owe the Firm \$5,336.46 for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. § 501-502. 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.

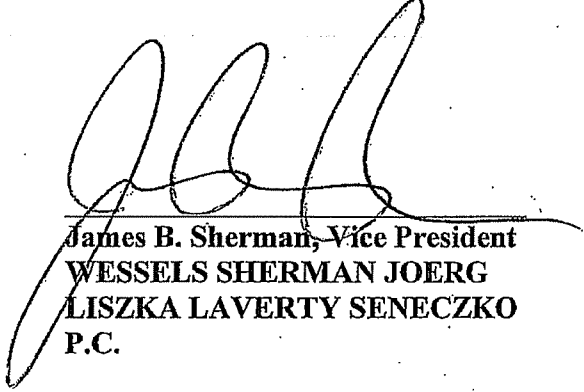
13. If the Firm is not a law firm, the following is a list of all payments which the Firm received from the Debtors during the year prior to the Debtors' bankruptcy filings:
N.A.

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: August 14, 2009



James B. Sherman, Vice President
WESSELS SHERMAN JOERG
LISZKA LAVERTY SENECKO
P.C.

EXHIBIT 2D

**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, David S. Adduce, declare under penalty of perjury:

1. I am a member of Kelly, Olson, Michod, DeHaan & Richter, L.L.C., located at 30 South Wacker Drive, Suite 2300, Chicago, Illinois 60606 (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 attorney services limited to acting as local bankruptcy counsel in connection with the Chapter 11 bankruptcy proceedings filed by Neumann Homes, Inc., and its several affiliates, in the United States Bankruptcy Court of the Northern District of Illinois, Eastern Division, to the Debtors (BMC West Corporation, as a creditor, in such Neumann Homes, Inc. bankruptcy cases), 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

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.

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 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: see the connections listed in paragraph 8 below.

8. The Firm's search of the database identified the following connections:

- (i) BMC West Corporation. This Firm has provided and continues to provide collection attorney services to BMC West Corporation, as a creditor, but limited to acting as local bankruptcy counsel in connection with the Chapter 11 bankruptcy proceedings filed by Neumann Homes, Inc., and its several affiliates, in the United States Bankruptcy Court of the Northern District of Illinois, Eastern Division.
- (ii) Arnold & Arnold LLP. Arnold & Arnold LLP has provided and continues to provide mechanic's lien prosecution and collection services for BMC West Corporation, and BMC West Corporation, through Arnold & Arnold LLP, has retained this Firm to provide collection attorney services to BMC West Corporation, as a creditor, but limited to acting as local bankruptcy counsel in connection with the Chapter 11 bankruptcy proceedings filed by Neumann Homes, Inc., and its several affiliates, in the United States Bankruptcy Court of the Northern District of Illinois, Eastern Division.
- (iii) J.P. Morgan Chase Bank. This Firm has provided and continues to provide legal services to J.P. Morgan Chase Bank, as a lender, in connection with various loan transactions and documentation. This Firm also has maintained and continues to maintain bank accounts at J.P. Morgan Chase Bank.

- (iv) LaSalle Bank (now Bank of America, N.A.). This Firm has previously provided legal services to LaSalle Bank, as a lender, in connection with various loan transactions and documentation. This Firm also has previously maintained bank accounts at LaSalle Bank.
- (v) PNC Bank. This Firm has previously provided legal services to PNC Bank, as a lender, in connection with various loan transactions and documentation in 1997 and 1998.
- (vi) Bank of America, N.A. This Firm has provided and continues to provide legal services to Bank of America, N.A., as a creditor, in connection with consumer bankruptcy cases filed by its borrowers. This Firm also has maintained and continues to maintain a certificate of deposit at Bank of America, N.A.
- (vii) Fifth Third Bank. This Firm has provided and continues to provide legal services to Fifth Third Bank, as a lender, in connection with various loan transactions and documentation.
- (viii) White Cap, Inc. This Firm has previously provided legal services to White Cap, Inc. in connection with an alleged fraud and embezzlement by a temporary employee of White Cap, Inc. back in 1997.
- (ix) Jeld-Wen, Inc. This Firm has provided and continues to provide collection attorney services to Jeld-Wen, Inc., as a creditor, but limited to acting as local bankruptcy counsel in connection with the Chapter 11 bankruptcy proceedings filed by Neumann Homes, Inc., and its several affiliates, in the United States Bankruptcy Court of the

Northern District of Illinois, Eastern Division.

9. Neither I nor any member 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 member 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 \$469.16 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 party to an engagement or services agreement with the Debtors (BMC West Corporation). A copy of such agreement is attached as *Exhibit A* to this Declaration.


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 - the Firm is a law firm.

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: August 14, 2009

A handwritten signature in black ink, appearing to read 'D. S. Adduce', written over a horizontal line.

David S. Adduce
Member
Kelly, Olson, Michod, DeHaan & Richter, L.L.C.

K O M D R

KELLY OLSON MICHOD DEHAAN & RICHTER, L.L.C.

ATTORNEYS AT LAW
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David S. Adduce
Frank G. Siepker
Joanne F. Hurley
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James L. Stephenson
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Raymond Olson, Jr. (1934-2004)

* Also admitted in New York

* Also admitted in Indiana

January 30, 2008

File No. NEW

VIA E-MAIL ONLY

jeanarnold@arnoldarnold.com

Jean C. Arnold
Arnold & Arnold, LLP
7596 W. Jewell Ave, #305
Lakewood, CO 80232

RE: MATERIAL SUPPLIERS:

JELD-WEN, INC.

MS SPECIALTY PRODUCTS, INC.

UNITED SUBCONTRACTORS, INC. D/B/A R. G. INSULATION CO.

BMC WEST DENVER DOOR & MILLWORK

FIVE STAR GLASS & MIRROR, INC. A TRADE NAME FOR D.R. A.C.K., INC.

IN RE: NEUMANN HOMES, INC.

CASE NO. 07 B 20412

JOINTLY ADMINISTERED WITH:

07 B 20413 (NDC FABRICATIONS, LLC)

07 B 20414 (NEUPRO Co., LLC)

07 B 20415 (NEUMANN HOMES OF COLORADO, LLC)

07 B 20416 (NEUMANN HOMES OF WISCONSIN, LLC)

07 B 20417 (PRECISION FRAMING SYSTEMS, LLC)

07 B 21468 (NEUMANN HOMES OF MICHIGAN, LLC)

07 B 21469 (NHI SKY RANCH, LLC)

07 B 21470 (SKY RANCH, LLC)

CHAPTER 11 BANKRUPTCIES

U.S. BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EXHIBIT

K | O | M | D | R

KELLY OLSON MICHOD DEHAAN & RICHTER, L.L.C.

Jean C. Arnold
Arnold & Arnold, LLP
January 30, 2008
File No. NEW
Page 2

Dear Mrs. Arnold:

Thank you for contacting me to discuss the claims and lien rights of the above five (5) material suppliers. I understand that your firm has been retained by and is currently representing the above material suppliers in connection with their respective claims and lien rights for materials supplied to various projects in located in Colorado. I further understand that you have been authorized to act on the material suppliers' behalf in engaging local bankruptcy counsel in connection with the above bankruptcy matter. My firm and I agree to provide legal services as local counsel in connection with the above bankruptcy matter and your and the material suppliers' behalf. This firm's legal services and representation will be limited to acting as local counsel in the above bankruptcy matter only.

I understand that you are currently in the process of perfecting the material suppliers lien rights in Colorado for the various projects, including the preparation of the §546(b) notices to be filed in the above bankruptcy matter. You have informed me that these notices have filing deadlines coming up sometime in February 2008.

I understand that you are jointly representing the material suppliers and are splitting or apportioning the fees and costs among all the material suppliers where possible. This firm will act as local counsel in the above bankruptcy matter on behalf of the above material suppliers and at your direction. This firm will provide legal services on an hourly fee basis. This firm's standard hourly rates on the attached schedule are applicable to this bankruptcy matter. My hourly rate is \$275.00 per hour. While I may use other attorneys and associates listed on the schedule for this bankruptcy matter, I anticipate the majority of the legal services will be performed by me.

In addition to the hourly fee schedule, you and the material suppliers will be responsible to pay for or advance expenses for their representation in this bankruptcy matter. These expenses, however, may be advanced by this firm on their behalf. Expenses, such as for: court; filing; process servers; sheriff's fees; bonds; court reporters; deposition transcripts; witness fees; travel expenses; messengers; delivery expenses; overnight mailings; postage; photocopies; color photocopies; electronic docket access expenses; electronic legal research¹; and all other out-of-pocket expenses incurred and/or advanced by this firm with respect this bankruptcy matter will be paid for by you and the material suppliers.

¹ Our firm has negotiated an arrangement with an on-line legal research provider as a cost saving measure. You will be billed the lesser of that portion of our on-line research costs attributable to research usage on your behalf or our provider's standard transactional rates for such research.

K O M D R

KELLY OLSON MICHOD DEHAAN & RICHTER, L.L.C.

Jean C. Arnold
Arnold & Arnold, LLP
January 30, 2008
File No. NEW
Page 3

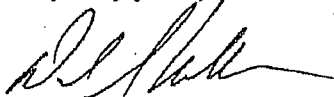
This firm will bill this bankruptcy matter for fees incurred and costs paid or advanced on a monthly basis. Monthly billing will allow you and the material suppliers to monitor the fees and costs incurred in this bankruptcy matter. Also, this firm can provide estimates of fees and costs associated with various aspects or phases of this bankruptcy matter at any time. You and the material suppliers agree to pay this firm's monthly billing statements within 20 days of the date of issuance. The billing statements will be directed to your firm and to your attention.

This firm will require a security retainer in the amount of \$1,000.00 to be paid in advance. The security retainer funds will remain your and the material suppliers' property until applied to the services rendered or costs advanced. The security retainer funds will be deposited into our firm's client trust fund account until used or applied to our firm's billing statements. Please make the security retainer check payable to "Kelly, Olson, Michod, DeHaan & Richter, L.L.C." Upon depletion of the security retainer funds, the security retainer funds will have to be replenished before any further legal services are performed or costs are advanced. Any security retainer funds in excess of our last billing statement will be refunded to you and the material suppliers.

If you and the material suppliers are in agreement with the fee and security retainer agreement described above, please sign and date this letter below, and return the signed and dated letter to me along with the security retainer.

Meanwhile, if you have any questions, please do not hesitate to contact me.

Very truly yours,



David S. Adduce

Enclosure

K O M D R

KELLY OLSON MICHOD DEHAAN & RICHTER, L.L.C.

Jean C. Arnold
Arnold & Arnold, LLP
January 30, 2008
File No. NEW
Page 4

AGREED BY AND ON BEHALF OF:

ARNOLD & ARNOLD, LLP

JELD-WEN, INC.

MS SPECIALTY PRODUCTS, INC.

UNITED SUBCONTRACTORS, INC. D/B/A R G INSULATION CO.

BMC WEST DENVER DOOR & MILLWORK

FIVE STAR GLASS & MIRROR, INC. A TRADE NAME FOR D.R. A.C.K., INC.:

BY: 

JEAN C. ARNOLD, ON BEHALF OF ARNOLD & ARNOLD, LLP
AND AS THE DULY AUTHORIZED AGENT AND REPRESENTATIVE
OF THE ABOVE MATERIAL SUPPLIERS.

DATE: _____, 2008.

K O M D R

KELLY OLSON MICHOD DEHAAN & RICHTER, L.L.C.

HOURLY FEE RATES

Attorneys:

John A. Kelly, Jr.	\$300.00
Charles L. Michod, Jr.	\$300.00
Ronald M. DeHaan	\$300.00
Paul J. Richter	\$250.00
Stephen B. Cohen	\$300.00
Mark A. Costa	\$250.00
Steven A. Koga	\$300.00
David S. Adduce	\$275.00
Frank G. Siepker	\$300.00
Joanne F. Hurley	\$250.00
Marc J. Chalfen	\$275.00
R. Bradley Johnson	\$175.00
Paul J. Doucette	\$175.00
Kimberly A. Mahan	\$175.00
Jason T. Johns	\$175.00
James L. Stephenson	\$175.00
Lynda H. LeBlanc	\$150.00

Of Counsel:

Alvin L. Kaplan	\$175.00
Charles L. Michod, Sr.	\$200.00

Paralegals/Clerks:

Patricia L. Quigley	\$100.00
Ronnie Faith	\$100.00

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, Maureen G. Ryan, declare under penalty of perjury:

1. I am an Attorney of Meuleman Mollerup LLP, located at 755 W. Front Street, Suite 200, Boise, Idaho 83702 (the "***Firm***").
2. Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "***Debtors***") have requested that the Firm provides 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

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.

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** identified the following connections:

8. **Current Clients:** BMC West Corporation, DR Horton, Idaho Power, Verizon, and Ferguson Enterprises, Inc.

Past Clients: Weis Builders, Inc. and Prudential.

Client represented through title insurer client (Fidelity): Wells Fargo Bank (current), JP Morgan Chase (current), Bank of New York (past), and Bank of America (past).

9. 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.

10. The Debtors owe the Firm \$27,703.76 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 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: August 13 2009


MAUREEN G. RYAN

EXHIBIT 2F

**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, Tomas V. Mazeika, declare under penalty of perjury:

1. I am an attorney of Fredrickson, Mazeika & Grant, LLP, located at 333 South Sixth Street, Suite 230, Las Vegas, Nevada 89101 (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 perform services of 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.

¹The 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.

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 connections(s) which the Firm has with such entities. The Firm’s search of the database identified the following connections: C Construction, Inc.; Campbell Companies; and Milgard Manufacturing, Inc.

8. The Firm has one (1) active Nevada Revised Statutes 40.600 et seq. pre-litigation matter open for C Construction, Inc. entitled *Buckley v. Trident Homes, LLC*. The Firm previously had cases involving Campbell Companies, however, no current cases. The Firm has various active cases for Milgard Manufacturing, Inc., however, Milgard Manufacturing, Inc. is not involved in the *Buckley v. Trident Homes, LLC* matter.

9. 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 (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.

10. The Debtors owe the Firm \$0.00 for pre-petition services, the payments 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 engagement 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: 8/13, 2009.



TOMAS V. MAZEIKA, ESQ.

EXHIBIT 2G

**IN THE UNITED STATES BANKRUPTCY COURT
FO 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, Martin Diamond, declare under penalty of perjury:

1. I am an attorney of Butt Thornton & Baehr PC, located at 4101 Indian School Rd. NE, Suite 300S, Albuquerque, NM 87110 (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 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

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.

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 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 any 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 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:

- (i) Debtor entities:
BMC West Corporation
- (ii) Debtors' pre-petition and post-petition secured bank lenders:
Wells Fargo Bank
LaSalle Bank
HSBC
Bank of America
The Hartford
- (iii) Holders of more than 5% of the Debtors' equity securities:
- (iv) Current officers and directors of the Debtors and individuals who have served as officers or directors of the Debtors in the past two years:
- (v) Parties to significant litigation with the Debtors:
DR Horton
- (vi) The Debtors' 50 largest unsecured creditors on a consolidated basis as identified in their chapter 11 petitions:
Boise Cascade
Cemex Inc.
Columbia Forest Products
Mitek Industries, Inc.
- (vii) The unions with whom the Debtors have collective bargaining agreements:
- (viii) The Debtors' landlords:
Union Pacific Railroad
- (ix) The Debtors' utility providers:
Duke Energy
El Paso Electric Company
Qwest
TW Telecom
Verizon
- (x) The Debtors' insurers and insurance brokers:
ACE American Insurance Co.
Westchester Surplus Lines Ins. Co.
All Risks Ltd

Lexington Insurance Company UKB
XL Europe Limited
AIG Excess Liability Insurance
American Int'l Specialty Lines Ins. Co
XL Specialty Ins. Co
Federal Ins. Co
National Union Fire Insurance Co of Pittsburgh PA
Arch Ins. Company
XL Insurance Ltd
Old Republic Insurance Company
Zurich American Ins. Co
Swiss Re
AIGCEL
AIG Environmental
Chubb Group of Insurance Companies
AIG Cat Excess
Indemnity Ins. Co. of N.A. (ACE)

(xi) The Debtors' 50 largest customers:

DR Horton, Inc.
Pulte Homes, Inc.
Core Construction Svcs Nev Inc.
Centex Corporation

(xii) The Debtors' 50 largest vendors:²

Boise Cascade BMDD
General Electric Co.
Mitek Industries Inc.
Huttig Building Products
Capital Lumber Company

(xiii) Professionals to be employed by the Debtors in these Chapter 11 Cases:

Gibson, Dunn & Crutcher, LLP

(xiv) Other significant parties:

GE Capital Corp
Penske

8. N/A

² The Debtors' 50 largest vendors were determined by reference to the amount paid to vendors during the one-year period from April 2008 to March 2009

9. Neither I nor any 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 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 \$0.00 for pre-petition 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 15, 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.

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 discovery 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



MARTIN DIAMOND

B
T
B

BUTT
THORNTON
&
BAEHR PC
ATTORNEYS AT LAW

PAUL R. BISHOP
NEIL R. BLAKE
ROBERT T. DOOMS
MINERVA C.R. CAMP
PHILIP W. CHEVES
MICHAEL P. CLEMENS
SHAWN S. CUMMINGS
MARTIN DIAMOND
SHERRILL K. FILER
EMILY A. FRANK
MONICA R. GARCIA
SEAN E. GARRETT
ALFRED L. GREEN, JR.
GLENN HAYES
JAMES H. JOHANSEN
JANE A. LAFLIN

W. ANN MAGGIORE
CARLOS G. MARTINEZ
M. SCOTT OWEN
AGNES FUENTEVILLA PADILLA
S. CAROLYN RAMOS
RODNEY L. SCHLAGEL
RAÚL P. SEDILLO
FELICIA CASTILLO SUENICK
DAVID N. WHITHAM
PAUL T. YARBROUGH

OF COUNSEL
PAUL L. BUTT
J. DUKE THORNTON
RAYMOND A. BAEHR
NORMAN L. GAGNE

MAILING ADDRESS
P.O. BOX 3170
ALBUQUERQUE, NM 87190-3170

STREET ADDRESS
4101 INDIAN SCHOOL RD. NE
SUITE 100 SOUTH
ALBUQUERQUE, NM 87110

TELEPHONE
(505) 884-0777
FACSIMILE
(505) 884-8870

E-MAIL
btbblaw@btbblaw.com

May 15, 2009

REFER TO: 14507/0001

Len Bauman
BMC West Corporation
Director of Risk Management
Four Embarcadero Center, Suite 3200
San Francisco, CA 94111

Re: Legal Representation re Weis Builders, Inc. v. BMC West
First Judicial District Court No. D 101 CV 2007-00010

Dear Mr. Bauman:

Thank you for asking us to represent you in connection with the matter captioned as Weis Builders, Inc. v. Rodgers Plumbing and Heating, Inc., et al. (BMC West), Case No. D 101 CV 2007-00010, First Judicial District Court, County of Santa Fe, State of New Mexico (the "Lawsuit"). This letter sets forth the terms of the agreement by which we will represent you. Please review it carefully and, if you have any questions or do not understand any of it, please contact us to discuss it. If you understand all of the terms of this letter of agreement and agree to them, please sign as indicated on the enclosed copy of this letter and return it to us.

CLIENTS

Our client in this matter will be BMC West.

SCOPE OF ASSIGNMENT

We will represent you in connection with the defense of the claims alleged by Weis Builders, Inc. We will also represent BMC West in connection with any cross-claim made by Maverick Framing, Inc.

LEGAL FEES

In connection with all work performed as described in the Scope of Assignment above, we will charge the following:

Martin Diamond, Shareholder	\$200 per hour
Emily A. Franke, Shareholder	\$200 per hour
Delight Rylance, Paralegal	\$ 75 per hour

All time is billed in increments of 1/10 of an hour. All work done will be described in detail on the Firm's monthly invoices.

We reserve the right to assign other attorneys or staff to assist in the representation as is appropriate. Any additional attorneys or staff will charge rates similar to those set forth above based on their experience.

We charge for the following expenses:

Long Distance Telephone	50¢ per minute
Outgoing Facsimile	\$2 per page
Incoming Facsimile	No Charge
Photocopy	25¢ per page
Mileage Out of Albuquerque	55¢ per mile

All of these expenses incurred in this matter will be described in detail on the Firm's invoice. These expenses are subject to adjustment based on current rates, including mileage based on the applicable federal rate.

You are encouraged to discuss any questions you may have about our invoices directly with us.

Expenses incurred in the matter in which we represent you from outside sources for certain expenses, such as deposition transcripts and expert fees, will be sent directly to you for payment.

Invoices for all work done and all expenses incurred in connection with this assignment, plus applicable New Mexico Gross Receipts Tax, will be billed to you monthly. Payment in full is due upon receipt. If payment is not received within thirty (30) days from the date on the Firm's invoice, you will be charged an additional 1.5% per month on the unpaid amount.

RETAINER

You will pay at the time of the delivery of a signed copy of this letter to us the sum of Five Thousand and No/100 Dollars (\$5,000). This sum shall be held in Trust during the course of our representation in this case as security for payment of the fees and costs due us. If payment in full of all amounts due is made within thirty (30) days from the date on the Firm's invoice, this amount shall remain on deposit in Trust. At the conclusion of our representation, the sum of Five Thousand and No/100 Dollars (\$5,000) will be returned to you in full. If payment is not received within thirty

APPROVED FOR PAYMENT BY: BMHC

AJC #

BY: Leonard C. Baumann

LEONARD C. BAUMANN

DATE: 5/18/09

CLAIM #

683-203193-001

(30) days from the date on the Firm's invoice, the fees, costs and expenses on such invoice may be paid from the retainer and we will have the right to withdraw from our representation in the case. The balance of the retainer, if any, shall be returned to you in that event. If the amount due exceeds the amount of the retainer, you will be responsible for payment of the balance plus interest as provided above.

YOUR RESPONSIBILITIES

You agree to fully and completely cooperate with us in connection with the representation described in this agreement.

You agree to promptly provide to us all information known to you or available to you which is relevant to our representation of you.

You also agree to promptly pay all invoices for services and expenses as set forth above.

CONFLICT OF INTEREST

The Rules of Professional Conduct for Lawyers require that we give undivided loyalty to our clients. In general this means that a lawyer must either refuse to accept employment or discontinue employment for a client if the representation will be directly or substantially adverse to another client.

To fulfill our professional responsibility, we maintain a system for checking that a prospective representation will not be directly or substantially adverse to another client. We have checked that system and believe that we do not have a conflict of interest in accepting this assignment.

By signing this agreement, you indicate that you are aware of no information that would cause us, by accepting this assignment, to be directly or substantially adverse to another client.

DOCUMENT RETURN AND RETENTION POLICY

Following the termination of this agreement for any reason, we will:

1. Return to you all original documents we received from you;
2. Maintain the rest of our file produced in connection with representing you for a period of seven (7) years from the date of our final invoice to you (not including reminder invoices), at which time the entire file shall be destroyed and an electronic record made of the fact of and the dates of our representation of you.

Len Bauman
May 15, 2009
Page 4

NO GUARANTEES

We make no guarantees about the outcome of any assignment. Any expressions by us about an assignment, either now or in the future, are only expressions of opinion and not guarantees of an outcome.

TERMINATION OF AGREEMENT

Either you or Butt, Thornton & Baehr, P.C. may terminate this agreement at any time. Termination of this agreement either by you or by us may be for any reason. Among any other reasons, we may terminate this agreement for the failure of you to pay all amounts due as set forth on invoices sent to you pursuant to this agreement.

Upon termination of this agreement either by us or by you, all costs associated with the termination of this agreement such as copying costs for the transfer of files, the return of documents and all other such costs shall be billed to you on the final invoice which will be sent to you as soon as possible after the termination hereof. Upon termination of this agreement all amounts due from all invoices sent to you pursuant to this agreement are immediately due and payable.

Upon termination of this agreement, you agree that we may promptly withdraw from any legal matter as your attorneys and that you will do all things reasonably necessary to assist us in doing so. In that event, we will mail you a copy of the motion to withdraw to the address listed above. Your signature on the enclosed letter will serve as your consent to our withdrawal at that time.

LAWS OF NEW MEXICO

The laws of New Mexico shall govern this agreement.

If you agree with the terms of this agreement, please sign below in the space provided on a copy of this letter. Please return the signed copy to us as soon as possible.

If you have any questions or wish to discuss any of these matters, please call us. Thank you for the opportunity to work with you.

Very truly yours,

Butt Thornton & Baehr,
A Professional Corporation

By Rodney L. Schlagel
Rodney L. Schlagel

Len Bauman
May 15, 2009
Page 5

AGREED: CLIENTS

Leonard C. Bauman
LEONARD C. BAUMANN
Capacity: DIRECTOR OF RISK MGMT
BMC WEST CORPORATION

5/18/09
Date

EXHIBIT 2H

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

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

VERIFIED STATEMENTS OF CONNECTIONS

I, Irene F. Gallagher, declare under penalty of perjury:

1. I am a shareholder of **Brownstein Hyatt Farber Schreck LLP** located at **410 17th Street, Denver, Colorado 80202** (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 employee benefits, labor and employment legal counseling 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

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.

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"**. 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. (i) **Debtor entities:**

- Building Materials Holding Corporation
- TWF Construction, Inc.

(ii) **Debtor's prepetition and postpetition secured bank lenders:**

- Wells Fargo Bank
- Sun Trust Bank
- U.S. Bank
- LaSalle Bank
- HSBC
- Aladdin Capital Mgmt. (Landmark)
- Phoenix
- Bank of America
- ACA Management
- Morgan Stanley
- State Street (Qualcomm)

(vi) **The Debtors' 50 largest unsecured creditors on a consolidated basis as identified in their chapter 11 petitions:**

- Cemex, Inc.
- Primesource

(viii) **The Debtors' landlords:**

- Opus West Corporation
- SRC Polaris LLC
- The Gateway
- George Davis
- Resun Leasing Inc.
- Elwood HA, LLC
- Chase Merritt/PW Plaza Phase I, Ltd.
- Aramark-Wahweap Marina

(ix) **The Debtors' utility providers:**

- City of Fresno
- City of North Las Vegas
- CPS Energy
- Idaho Power
- Las Vegas Valley Water District
- Southern California Edison
- Waste Connections-Vancouver District 210
- Xcel Energy
- Broadwing/L3 Communications
- CCI Network Services
- Excel
- Frontier

- Granite
- Qwest
- Spring-Nextel
- TW Telecom

(x) **The Debtors' insurers and insurance brokers:**

- Federal Ins. Co.
- Zurich American Ins. Co.
- AIG Environmental

(xi) **The Debtors' 50 largest customers:**

- KB Home
- The Ryland Group Inc.
- Barratt American Incorporated
- Woodrow Taylor Homes Inc.
- Pulte Homes, Inc.
- Ashton Woods USA L.L.C.
- J.F. Shea Construction, Inc.
- M.D.C. Holdings, Inc.
- Meritage Homes Corporation
- Centex Corporation

(xii) **The Debtors' 50 largest vendors:**

- JP Morgan Chase Bank
- Swanson Group
- SB Dist Nevada LBM
- Sierra Pacific Industries
- Ready Mix Inc.

(xiv) **Other significant parties:**

- Prudential

9. Neither I nor **any principal** 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** 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 \$-0- 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 party to an engagement or services agreement with the Debtors. **A copy of such agreement is attached hereto as Exhibit A to this declaration.**

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 14, 2009



Irene F. Gallagher
Atty No. 31754
Brownstein Hyatt Farber Schreck LLP
410 17th Street
Suite 2200
Denver, CO 80202

EXHIBIT A
ENGAGEMENT AGREEMENT
(see attached)

**Brownstein Hyatt
Farber Schreck**

November 11, 2008

Irene F. Gallagher
Attorney at Law
303.223.1124 tel
303.223.0924 fax
igallagher@bhfs.com

Paul S. Street
Building Materials Holding Corporation
720 Park Boulevard
Suite 200
Boise, Idaho 83706

RE: Fee Agreement for Representation

Dear Paul:

You have asked us, and we have agreed, subject to our firm's conflicts of interest check, to act as legal counsel for Building Materials Holding Corporation, in connection with employee benefits and other matters in which you may request our involvement from time to time and which we agree to undertake. The purpose of this letter is to confirm the terms and conditions of this firm's representation of your interests.

Our fees are based primarily on the actual amount of time spent by our attorneys, paralegals and law clerks in performing services for you, including telephone calls, conferences, travel, court appearances, research and investigation, and preparing letters, pleadings, briefs, agreements and other documents. These fees may be modified over time. Although bills will be based on the time actually incurred, they will be subject to adjustment by our firm based on other relevant factors, including time limitations imposed on us, extraordinary effort by members of this firm, or special expertise we may have with respect to the matter. Services rendered prior to your signing this letter are subject to the terms of this letter.

It is anticipated that Irene Gallagher of this firm, whose current hourly billing rate is \$410.00 will perform most of the work on this matter, with the assistance of any legal assistants and associates working with her. We may assign other lawyers in our firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign lawyers who are independent contractors to the firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

In addition to charging fees for legal work, we also charge for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls (domestic only), telecopy charges (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other fees, such as, filing fees, service of process fees, transcript and deposition fees, computer-assisted legal research fees, overnight delivery service charges, travel, meals, hotel accommodations, expert witnesses, or investigative fees, those will be billed separately. We may require that you pay the party providing those services directly or that you advance to us the estimated amount for such items prior to our incurring those expenses on your behalf.

Paul S. Street
November 11, 2008
Page 2

We bill for our services on a monthly basis. You agree to make payment within 30 days of your receipt of a statement. We reserve the right to suspend performing services and to promptly move to withdraw from any litigation matter upon a failure to timely pay a bill. You will be responsible for any costs of collection incurred by our firm, including reasonable attorneys' fees.

You shall at all times have the right to terminate our firm's services upon written notice. Our firm shall at all times have the right to terminate our representation of you upon written notice, if you do not pay our fees, or if we determine that our continued representation of you would be unethical or inappropriate, or if we have another reasonable basis for termination consistent with our professional duties to you.


You also agree that the work product of our attorneys and staff, including notes, research, and documents which we prepare, is the property of the firm. It is our policy to destroy all client files (including all documents and materials therein), eight years after we close such files upon completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling.

We are very pleased and privileged to work with you. Occasionally, we may provide lists of representative clients to legal or other publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.


Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: 
Irene F. Gallagher
ACCEPTED AND AGREED TO:

BUILDING MATERIALS HOLDING CORPORATION

By: 
Paul S. Street

Date: 11-21-08

IN RE:

BUILDING MATERIALS HOLDING
CORPORATION, *et al*,

) Chapter 11
)
) Case No. 09-12074 (KJC)
)
) Jointly Administered
Debtors.)

PROOF OF SERVICE

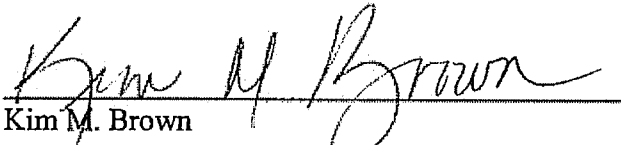
I HEREBY CERTIFY that I am an employee of Brownstein Hyatt Farber Schreck LLP, and that on this 14th day of August, 2009, I caused to be sent via United States mail, postage prepaid, a true and correct copy of the above and foregoing **Verified Statement of Connections** properly addressed to the following:

Building Materials Holding Corporation
Attn: Paul Street
720 Park Boulevard
Suite 200
Boise, Idaho ;83712

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

Young Conaway Stargatt & Taylor, LLP
The Brandywine Building
Attn: Seam M. Beach; Robert F. Poppiti
1000 West Street, 17th Floor
Wilmington, Delaware 19801

Office of the United States Trustee for the District
of Delaware
Attn: Joseph J. McMahon, Jr.
844 King Street
Suite 2207
Lockbox 35
Wilmington, Delaware 19801



Kim M. Brown

EXHIBIT 2I

**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)
)
Debtor.	) Jointly Administered
)

VERIFIED STATEMENT OF CONNECTIONS

I, NICHOLAS M. WIECZOREK, ESQ., declare under penalty of perjury:

1. I am a Partner in the law firm of Morris Polich Purdy LLP, with offices located at 1055 W 7th Street, 24th Floor, Los Angeles, California 90017 and 3930 Howard Hughes Parkway, Suite 360, Las Vegas, Nevada 89169 (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 services to the Debtors, in connection with construction defense, automobile liability and collection matters filed in Clark County, Nevada, 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

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 "conflict checks." Pursuant to Federal Rule of Bankruptcy Procedure 2014(a), I obtained a list of entities identified in Rule 2014(a) form 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. [Not applicable.]

9. Neither I nor 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.

10. The Debtors owe the Firm \$120,000.00 for pre-petition 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-petitions claims that it has against the Debtors will be deemed waived if the Firm's employment is authorized.

11. As of the date of June 16, 2009, which was the date on which the Debtors commenced these chapter 11 cases, the Firm was party to a verbal/oral engagement or services agreement with Debtors.

12. As of the date 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 years 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.

DATED this 14 day of August, 2009.

MORRIS POLICH & PURDY LLP

By: 

NICHOLAS M. WIECZOREK
3930 Howard Hughes Parkway, Suite 360
Las Vegas, Nevada 89169
Declarant

EXHIBIT 2J

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, James O. Bell, declare under penalty of perjury:

1. I am a partner of Spiess & Bell, PC, formerly Spiess & Associates, PC, located at 420 W. Roosevelt Street, Phoenix, AZ 85003 (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, specifically the foreclosure of mechanics liens, in the cases of SelectBuild Arizona LLC v. Jackson Properties *et. al.* (Maricopa County, AZ No. CV2008-010821), SelectBuild Arizona LLC v. Meadowbrooke Housing LLC *et. al.* (Maricopa County, AZ No. CV2008-030305), SelectBuild Arizona LLC v. CW Capital Fund Two *et. al.* (Maricopa County, AZ No. CV2008-0016914), SelectBuild Arizona LLC v. Engle/Sunbelt LLC *et. al.* (Maricopa County, AZ No. CV2008-031185) and Knochel Brothers v. Engle/Sunbelt LLC *et. al.* SelectBuild Arizona (Maricopa County, AZ No. CV2008-017609) to the Debtors, and the Firm has consented to provide such services.

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.

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 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:

The Firm represented Gary Burleson personally in 2005 through 2007.

8. No additional disclosures.

9. Neither I nor any principal, partner or member 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 or member 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 \$ 7,569.99 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.

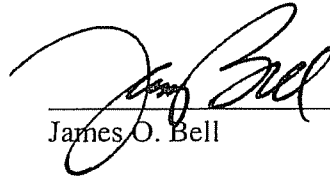
13. If the Firm is not a law firm, the following is a list of all payments which the Firm received from the Debtors during the year prior to the Debtors' bankruptcy filings:

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: August 14, 2009


James O. Bell