

**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
)	
)	

SUPPLEMENT TO VERIFIED STATEMENT OF CONNECTIONS

I, Scott K. Brown, declare under penalty of perjury:

1. On August 14, 2009, I filed a Verified Statement of Connections [DE 473].
2. Attached to the Verified Statement of Connections as Exhibit B was a copy of our Firm's short form engagement agreement that is used in matters subsequent to the initial case.
3. Attached to this Supplement to Verified Statement of Connections as **Exhibit A** is a copy of our Firm's initial long form engagement agreement with the Debtors.

Date: August 20, 2009

/s/ Scott K. Brown (AZ Bar No. 020390)
Scott K. Brown
Lewis and Roca LLP

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.

Exhibit A



Phoenix Office
40 North Central Avenue
Phoenix, Arizona 85004-4429
Facsimile (602) 262-5747
Telephone (602) 262-5311

Tucson Office
One South Church Avenue Ste. 700
Tucson, Arizona 85701-1620
Facsimile (520) 622-3088
Telephone (520) 622-2090

Las Vegas Office
3800 Howard Hughes Parkway, Ste. 500
Las Vegas, Nevada 89109
Facsimile (702) 949-8299
Telephone (702) 949-8200

James E. Berchtold
Direct Dial: 702 949-8220
Direct Fax: 702 949-8352
Internet: JBerchtold@lrllaw.com
Admitted in Nevada

September 30, 2003

Mr. Paul S. Street
Senior Vice President
Building Materials Holding Corporation
720 Park Boulevard, Suite 200
Boise, Idaho 83712

Re: Representation of BMC West Corporation

Dear Mr. Street:

Thank you for looking to Lewis and Roca LLP to represent BMC West Corporation ("BMC," "you," or "your") in attempting to resolve the outstanding issues between it and Royal Door Corporation ("Royal Door"), James Rowland, and John Rowland. We look forward to working with you and representing BMC in this matter.

The purpose of this letter is to confirm the terms of our engagement on BMC's behalf. The terms of our representation of BMC will be as follows:

1. Scope of Engagement

You have asked us represent BMC's interests with respect to its tender of defense to, and demand for indemnification from, Royal Door, James Rowland, and John Rowland in relation to the construction defect litigation presently pending in the Eighth Judicial District Court, Clark County, Nevada, case number A433694 (the "Durango Canyon Litigation") and case number A442027 (the "Horizon Ridge Litigation"). To date, we have prepared and delivered a demand letter to Royal Door, James Rowland, and John Rowland, but have not yet received a response to BMC's tender of defense and demand for indemnification. If necessary, we will initiate litigation on your behalf relating to any unresolved issues between the aforementioned parties and to obtain a declaration of BMC's rights under the applicable contract documents. We are in no way, however, committing to representing you in any post-judgment appellate proceedings.

2. General Terms of Representation

Enclosed is a memo on our Standard Terms of Engagement. It sets forth general terms applicable to our representation of you and is incorporated by reference in this letter.

3. Staffing

James E. Berchtold will be the primary attorney handling this matter. Mr. Berchtold's hourly rate is \$305.00 per hour. We will use other attorneys and paralegals to assist in the matter as appropriate, with the goal of providing you the most cost effective representation.

4. Initial Steps and Conduct of Representation.

To date, we have prepared and delivered a demand letter to Royal Door, James Rowland, and John Rowland, but have not yet received a response to BMC's tender of defense and demand for indemnification. If necessary, we will institute legal proceedings to obtain a declaration of BMC's contractual rights to defense and indemnification from those parties.

We will talk with you and provide you with relevant documents and correspondence as this matter proceeds. Please let us know if you ever have any questions or concerns that you would like to discuss with us.

5. Fee Terms

We will undertake our representation of you on the basis of the Firm's regular hourly rates for the lawyers, paralegals, and litigation assistants in effect during the period that their respective services are rendered, plus our expenses and disbursements on your behalf, as described below. Our hourly rates vary, depending on the experience of the person rendering the service. We review and adjust our hourly rates June 1 of each year.

6. Costs and Expenses

Lewis and Roca may advance funds on your behalf for costs and other disbursements. It is generally easier for both of us if we advance funds on your behalf for smaller costs rather than ask you to pay a succession of small invoices. We will forward larger items to you with the request that you pay them directly.

You will be responsible for paying reasonable costs and expenses that we incur in connection with our representation of BMC. Such costs include charges for telephone calls, postage, facsimile transmissions, messengers, overnight deliveries,

photocopying, and computerized database retrieval (e.g., Lexis and Westlaw), travel expenses of our attorneys and paralegals, and fees charged by governmental agencies and courts, expert witnesses, and by outside retained services such as process servers, court and deposition reporting and transcription services, and investigation services. *Please see the accompanying Schedule of Costs that accompanies this letter.*

7. Retainer Requirements

Based upon our positive past experience working with you and your organizations, no retainer is required at this time. We reserve the right to require a retainer as a condition of our continued representation of you if any payment problems arise or we agree to change the scope of our engagement.

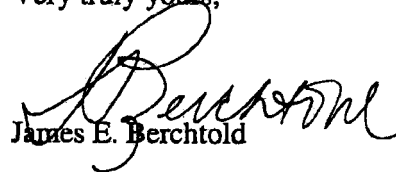
8. Invoices.

Our invoices are normally mailed monthly and due upon receipt and are considered past due 30 days after their date. We charge interest at the rate of 1½% per month on any amount not paid within 40 days from the invoice date. Payment may be sent directly to our Accounting Department or may be wired directly to our bank account. For wiring instructions, please contact our Accounting Department through our main telephone number, (602) 262-5311.

* * *

We are honored to represent BMC. Please sign the enclosed copy of this letter and return it to me to confirm your acceptance of the terms of our engagement and let me know if you have any questions or there is anything that you want to discuss.

Very truly yours,


James E. Berchtold

Enclosure

TERMS OF ENGAGEMENT APPROVED AND AGREED TO BY:

By _____

Date: _____

By _____

Date: _____

SCHEDULE OF COSTS
(subject to periodic change)

<u>Category</u>	<u>Charge</u>
Delivery – overnight or other third party messenger	Based on vendors' standard charges
Duplicating	\$0.20 per page
Facsimile	\$1.00 per outgoing page; no charge for incoming fax
Online database charges (<i>e.g.</i> , Westlaw and Lexis)	Based on vendors' standard charges (without deduction for any volume discounts)
Postage	Actual cost of mailings if over \$3.00
Project Clerk/Litigation Assistant	\$50 per hour
Secretarial overtime (if necessitated by client demands and beyond the control of the responsible attorney)	Actual direct salary costs, normally \$18 - \$26 per hour (billed in 1/4 hour increments)
Telephone	AT&T standard rates for long-distance calls; actual cost for long-distance cellular calls.
Travel	Actual cost (kept reasonable in relation to availability and geographic location)

LEWIS AND ROCA LLP STANDARD TERMS OF ENGAGEMENT

This memo confirms our understanding of the general terms of the representation Lewis and Roca LLP will undertake on behalf of you, our client. These terms will apply to any matters we agree to undertake on your behalf unless we both agree in writing to a different arrangement. This memo does not constitute an engagement unless accompanied by a letter describing a specific matter. We look forward to representing you.

1. Scope of Engagement

By separate letter we will agree on the exact scope of each engagement, *i.e.*, the specific tasks for which you have hired us. Our representation of you will be limited to the legal services set out in our written agreement describing the specific scope of each engagement. Please let us know if at any time you wish to change the scope of our legal engagement in any way. As long as our representation of you continues, any changes to the scope of our engagement must be agreed upon by both of us and set forth in writing.

2. Staffing

The attorney or attorneys in charge of each engagement will make staffing decisions with the objective of rendering services to you on the most efficient and cost-effective basis. We of course will be happy to discuss staffing with you at any time.

3. Conflicts of Interest

To avoid conflicts of interest, we maintain a record of past and present clients and persons or entities with an interest adverse to our clients, to determine whether a conflict of interest would be created by any new representation. You should tell us now and in the future whether any other individuals or business entities are or become involved in our representation of you. Otherwise, we will assume that our listing is complete.

3.1 Affiliates. We ask that you provide the names of all of your affiliates so that we may enter them into our conflict system to be alert to potential conflicts. Unless we agree to the contrary, our representation is only of the client named in our separate engagement letter and not any parent, subsidiary, sister corporation, limited liability company, or partnership or any officer, director, manager, member, shareholder, partner, joint venturer, or other affiliate.

3.2 Our representation of lawyers and law firms. We occasionally have clients that are lawyers or law firms, or we may be represented by another law firm in an unrelated matter. We do not believe such relationships create any conflicts, even if such a firm also represents an entity whose interests are opposed to yours in either a litigation

or a transactional setting. Please ask us if you have any concerns about whether such a relationship exists between Lewis and Roca LLP and any attorney or law firm that represents any party who is adverse to you in any matter we are handling for you. Otherwise, it is agreed that we may represent, or be represented by, lawyers or law firms that also represent persons or entities adverse to you.

4. Our Expectations From You

We understand that you will be candid and cooperative with us, provide us with factual information and documents relating to the matters we are handling for you, keep us informed of developments, be available to confer with us, and make decisions as required to assist us in the progress of our representation. If you have questions or concerns about our work or our bills, please bring them up promptly so that they may be addressed right away.

We do not expect that there will be payment problems. Our ethical rules require us to inform you, however, that we reserve the right to decline to perform any further services if any account is past due. Subject to our ethical and professional obligations, we may terminate our representation of you if you do not pay our fees and costs when due.

5. Insurance Coverage

You may have insurance policies relating to a matter for which you request our assistance. You should notify your insurance carrier as soon as possible if coverage for our fees and costs may be available. We can advise you on the availability of insurance coverage for fees and costs that we incur on your behalf if you expressly request that we do so and forward to us copies of any applicable insurance policies and other relevant documents. You will be primarily responsible for payment of our fees and costs unless we otherwise agree in writing regardless of whether you have insurance coverage.

6. Confidentiality

We preserve the confidences of our clients in accordance with the Model Rules of Professional Conduct as adopted and amended by the Supreme Court of Arizona, the Supreme Court of Nevada, and as applicable, the courts of other states in which our lawyers are admitted to practice law. All non-public information that we obtain from you or in connection with our representation of you ("Private Information") is protected under these rules.

We use Private Information only to provide the legal and related services that you request from us. We do not disclose Private Information to anyone outside of our Firm,

except as authorized by you or described below. We maintain physical, electronic, and procedural safeguards that comply with our professional responsibilities. Because we will not disclose Private Information in violation of our professional responsibilities, it is unnecessary for us to provide you with an "opt out" opportunity as otherwise authorized by the Gramm-Leach-Bliley Act.

There are certain limits on our duty to keep confidential the information you disclose to us in connection with our representation. These limits may allow or require disclosure of Private Information to, among other things, (1) prevent the commission of certain crimes or frauds or to rectify substantial injury that would otherwise result from certain crimes or frauds; (2) secure legal advice regarding our compliance with the applicable Rules of Professional Conduct; (3) comply with a court order directing disclosure of such information; or (4) comply with a statute or regulation directing disclosure. We do not expect any of these ethical or legal obligations to arise in the course of our representation, but we owe it to you to explain these limits to the duty of client confidentiality.

Again, we look forward to representing you. If you have any questions concerning these matters that arise at any time, or if you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call us.