

**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 9, 2009 at 4:00 p.m. (ET)

**FIFTH 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 Exhibit 2 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 9, 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 20, 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Robert F. Poppiti, Jr.
Sean M. Beach (No. 4070)
Donald J. Bowman, Jr. (No. 4383)
Robert F. Poppiti, Jr. (No. 5052)
The Brandywine Building
1000 West Street, 17th Floor
P.O. Box 391
Wilmington, Delaware 19899-0391
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

----and----

GIBSON, DUNN & CRUTCHER LLP
Michael A. Rosenthal (admitted *pro hac vice*)
Matthew K. Kelsey (admitted *pro hac vice*)
Saeed M. Muzumdar (admitted *pro hac vice*)
200 Park Avenue, 47th Floor
New York, New York 10166-0193
Telephone: (212) 351-4000
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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

Snell & Wilmer L.L.P.

EXHIBIT 2

Declaration of Disinterestedness

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

IN RE:)	
)	Chapter 11
)	
BUILDING MATERIALS HOLDING CORPORATION, et al.,¹)	Case No. 09-1207 (KJC)
)	
Debtors.)	Jointly Administered
)	
)	

VERIFIED STATEMENTS OF CONNECTIONS

I, Charles P. Keller, declare under penalty of perjury:

1. I am a Partner of Snell & Wilmer L.L.P., located at One Arizona Center, Phoenix, AZ 85004-2202 (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 related legal advice to the Debtors, and the Firm has consented to provide such services.
3. 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." 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. **[ADD ANY NECESSARY DISCLOSURES]**

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 \$47,399.29 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. Copies of such agreements are 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:

[The Debtors recommend (and the U.S. Trustee requests) that the OCP organize payments in the following columns: invoice date, invoice amount, date(s) of service covered by invoice, payment date and payment amount. Retainers and draws on retainers should be specifically noted as such]

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

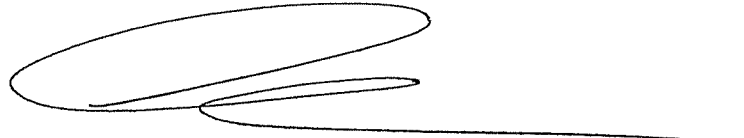

(DECLARANT)

EXHIBIT A

Snell & Wilmer
— L.L.E. —
LAW OFFICES

One Arizona Center
Phoenix, AZ 85004-2202
602.382.6000
602.382.6070 (Fax)
www.swlaw.com

Charles P. Keller
(602) 382-6265
ckeller@swlaw.com

RECEIVED

JAN 29 2007

SNELL & WILMER

DENVER

LAS VEGAS

ORANGE COUNTY

PHOENIX

SALT LAKE CITY

TUCSON

January 12, 2007

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

Re: Building Materials Holding Corporation ats ADOSH

Dear Mr. Street:

It was a pleasure meeting you in Boise. Thank you for selecting this firm to represent Building Materials Holding Corporation and its related entities as counsel, in occupational safety and health related matters. At this time, it is our understanding that our engagement is specifically limited to performance of services related to occupational safety and health related matters.

Since this will be our first engagement by Building Materials Holding Corporation, I want to encourage you to bring to my attention at any time any questions or concerns you may have concerning either our services or our fees. In order to assist you in understanding our billing practices, I enclose a copy of our current Policy on Professional Fees. While hourly rates for attorneys and paraprofessional staff are adjusted from time to time, my agreed hourly rate for 2007 is \$382.00. As we have previously discussed, in an effort to provide the best and most efficient legal services, I may, from time to time, use other attorneys in other offices at a lower hourly rate. (These attorneys include Mr. Cairo - \$175.00; Ms. Mix - \$340.00; Mr. Williams - \$300.00 and Mr. Castleberry - \$225.00). Billings for professional services, however, will be based on all of the considerations discussed in the enclosed Policy on Professional Fees and not simply hours expended and hourly rates. We will send statements for professional fees and expenses to your attention on a monthly basis.

We will provide legal counsel to you in accordance with this letter and, in reliance upon information and guidance provided by you, will keep you reasonably informed of progress and developments, and will respond to your inquiries. To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your case, and to fully and accurately disclose all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself and other appropriate client personnel reasonably available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings as may be necessary.

Paul Street, Esq.
Building Materials Holding Corporation
January 12, 2007
Page 2

Either at the commencement of or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

In undertaking this representation, our objective is to represent you to the best of our ability without forfeiting the continuing representation of our general clients. One purpose of this letter, therefore, is to avoid our disqualification from representing clients whom we represent on a more general basis or whom we regularly represent in particular matters or controversies. Given the limited nature of our representation, there are certain conditions to our engagement that we would like to explain to you and to which we would like to secure your approval and consent.

As we have discussed, Snell & Wilmer L.L.P. is a large law firm, which has represented, and continues to represent, many different corporate and individual clients with various business interests in numerous industries. It is possible that, during the time we are representing your interests in the current litigation for which we have been engaged, you may become involved in transactions and/or disputes in which your interests are adverse to those of one of the firm's present or future clients. If such a conflict were to arise between your interests and those of another present or future client of the firm, the firm will apprise you of that fact, but reserves the right to represent the interests of the other client with respect to that particular matter.

Therefore, as a specific condition to our undertaking your representation, you understand and agree that this firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter not entailing active litigation that is not substantially related to the matter we are handling on your behalf, even if the interests of such other clients in those other matters are directly adverse to yours, and even if those other matters ripen into or involve litigation between such other clients and yourself. We agree, however, that your prospective agreement and consent to such conflicting representation shall not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to any such other client, could be used to the material disadvantage of your interests in the matter involved.

You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter. If such termination occurs, your papers and property will be returned to you promptly. Our own files, including lawyer work product, pertaining to all matters will be retained.

Paul Street, Esq.
Building Materials Holding Corporation
January 12, 2007
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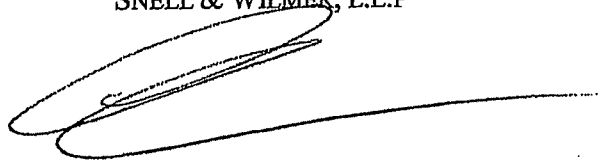
We may withdraw from representation if you fail to fulfill your obligations under this agreement, including your obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

Please review this letter carefully and, if the terms and conditions of our representation and the billing arrangements meet with your approval, sign the enclosed copy of this letter and return it to me, so that we may begin work. Please call if you have any questions.

We very much appreciate this opportunity to work with you.

Very truly yours,

SNELL & WILMER, L.L.P.



Charles P. Keller

I have reviewed this letter and Snell & Wilmer L.L.P.'s Policy on Professional Fees, and I agree to the terms and conditions of representation and the billing arrangements.



Paul Street, Esq.
for Building Materials Holding Corporation

CPK:sma
Enclosures (2)

POLICY ON PROFESSIONAL FEES

TO OUR CLIENTS:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to explain briefly our present billing policies and procedures. These policies and procedures are subject to change. We encourage you to discuss with us at any time any questions you might have concerning these policies and procedures.

To help us determine the value of our services, we ask each of our lawyers, legal assistants and certain clerical personnel providing specialized support to maintain time records for each client and matter. The billing attorney assigned to you reviews the time records monthly before a statement is rendered. All attorneys and legal assistants of the Firm are assigned hourly rates, which rates are reflected on the monthly time records. Our hourly rates are adjusted from time to time (generally once a year) and can change during the course of our engagement. Pursuant to the Rules of Professional Conduct, we view such rates as a benchmark, and not as the sole determinant of the value of our services for billing purposes. The amount of our billing statement will be the fair value of the services as determined by the billing attorney, taking into account the time records for the matter, the types of services we have been asked to perform, any special level of experience required, the size and scope of the matter, results obtained, and other relevant circumstances. In accounting for the hours attributable to an assignment, the billing attorney will also take into consideration efficiencies and value resulting from the firm's technology and other resources that provide benefit to the client that is greater than would be reflected in the hourly rate of the individual lawyer involved.

Snell & Wilmer LLP bills its clients for costs advanced on a client's behalf, such as filing fees, transcript and deposition fees, reasonable travel expenses and expert witness fees. The Firm also charges for certain costs and expenses incurred on behalf of clients such as long-distance telephone calls, facsimile and telecopier transmissions, printing, postage, messengers, and computerized research. In charging for such costs and expenses incurred on behalf of clients, the Firm also recovers an allocation of the overhead incurred directly by the Firm relating to such expenses. For instance, the charge for photocopying is \$.20 per page, computerized research is \$5.00 per minute and facsimile transmission is \$1.50 per page. There is no charge for facsimile or telecopier receipt, routine secretarial overtime, normal deliveries to local courts or similar activity. We may forward to you large disbursement billings for your direct payment to the supplier.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements, such as telephone charges, are not available to us until the following months, in which case either a supplemental statement will be

Paul Street, Esq.
Building Materials Holding Corporation
January 12, 2007
Page 2

rendered to you for these additional charges, or an estimated amount will be included in the initial billing and an adjustment made when the actual disbursement information is available.

It is also our policy to obtain an advance retainer from new clients, and from existing clients under certain circumstances to secure the payment of our fees and recoverable expenses which are either billed and unpaid or incurred but as yet unbilled. The amount and terms of the retainer arrangement are determined after consultation with the billing attorney. It occasionally may be appropriate to require an additional retainer after the commencement of the engagement, or to require an increase in a prior retainer, depending on your payment history or on the scope of the work. For example, prior to a protracted trial, we may require the posting of a retainer sufficient to cover expected fees. We also customarily request an advance retainer for the purpose of paying substantial out-of-pocket costs we incur on your behalf.

Any estimates of anticipated fees that we provide at the client's request, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our actual fees will be determined in accordance with the policies described above.

In the absence of other arrangements, our billing statements ordinarily will be rendered to you on a monthly basis. Any matter that is not billed monthly and which extends beyond three months ordinarily will be billed quarterly, unless otherwise agreed between us.

Our billing statements are due and payable upon receipt since there is generally a time lag between the rendering of our services and the submission of our statement. We ask and expect payment of our statements on a current basis, as delayed payment adds to our overall costs of providing services.

Although we look forward to a mutually enjoyable relationship, in the unlikely event of any dispute under this agreement, including a dispute regarding the amount or payment of fees, we shall have the right to terminate our legal representation in this matter, subject to our obligation to give you reasonable notice to arrange for alternate representation. In order to avoid litigation in the event of any such dispute concerning any billings submitted by our firm, we mutually agree that any such dispute shall be submitted to mandatory binding arbitration. Such arbitration shall be conducted in accordance with procedures established by the State Bar of Arizona before an arbitrator or arbitrators selected in accordance with those procedures, who shall hear and resolve the dispute in Maricopa County, Arizona. The decision of the arbitrator(s) shall be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Uniform Arbitration Act, as adopted in Arizona, A.R.S. §§ 12-1501 *et seq.*, and of the Arizona Rules of Civil Procedure. In the event that dispute resolution

Paul Street, Esq.
Building Materials Holding Corporation
January 12, 2007
Page 3

proceedings are instituted between us for any reason, the prevailing party shall be entitled to an allowance of reasonable attorneys' fees and other costs incurred as a result of the action or proceeding.

As to any claim or dispute arising out of or connected with our services, other than a fee dispute covered by the preceding paragraph, we mutually agree to attempt in good faith to settle the dispute by non-binding mediation in Phoenix, Arizona before commencing any legal action or other dispute resolution procedure. Unless we otherwise agree, the mediation will be conducted under the then current Center for Public Resources (366 Madison Avenue, New York, N.Y.) Mediation Procedures. Either of us may commence mediation by letter requesting mediation delivered to the other party and to the Center for Public Resources ("CPR"). In the event we fail to agree upon a neutral mediator within ten (10) working days after the mediation request is delivered, either of us can apply to CPR to appoint a neutral mediator who has experience in the subject matter of the claim or dispute.

Snell & Wilmer LLP is a member of Lex Mundi, a global association of 120 independent law firms that can be called upon to provide clients world-wide access to legal services. Although a member of Lex Mundi, Snell & Wilmer LLP is completely independent and does not have common operations, share fees or collaborate on a pre-arranged basis with other member firms. If collaboration with other independent members of Lex Mundi is appropriate to serve client needs, Snell & Wilmer LLP will discuss the specific engagement with the client to assure understanding and agreement of the roles and duties assumed by each involved law firm.

Some states require that a law firm disclose the existence of errors and omissions insurance coverage applicable to the services to be rendered. Snell & Wilmer LLP hereby confirms the existence of such insurance coverage for the purposes of complying with such a requirement.

Finally, in closing, let us assure you that our goal has always been and will continue to be to provide legal services to you on the most cost-efficient basis possible. If at any time you wish to discuss our billing policies and procedures generally or a specific billing statement, we encourage you to contact us.

Snell & Wilmer
— LLP —
LAW OFFICES

One Arizona Center
Phoenix, Arizona 85004-2202
(602) 382-6000
Fax: (602) 382-6070
www.swlaw.com

July 31, 2008

Gerard Morales (602) 382-6362
jmorales@swlaw.com

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

Re: NLRB Proceedings

Dear Mr. Street:

Snell & Wilmer is pleased to represent Building Materials Holding Corporation/ SelectBuild (BMHC) as legal counsel in the above-referenced matters.

I want to encourage you to bring to my attention at any time any questions or concerns you may have concerning either our services or our fees. Hourly rates for attorneys and paraprofessional staff are adjusted from time to time. In order to assist you in understanding our billing practices, I enclose a copy of our current Policy on Professional Fees. Billings for professional services, however, will be based on all of the considerations discussed in the enclosed Policy on Professional Fees and not simply hours expended and hourly rates. We will send statements for professional fees and expenses on a monthly basis.

Our firm normally requests a retainer before we begin working for new clients to secure the payment of our fees, costs and expenses which are either billed and unpaid or incurred but as yet unbilled. However, since BMHC is already a client of our firm, our retainer requirement has been waived.

You may terminate our representation at any time by notifying us. Your termination of our services will not affect BMHC's responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter. If such termination occurs, BMHC's papers and property will be returned to you promptly. Our own files, including lawyer work product, pertaining to all matters will be retained.

We may withdraw from representation if you fail to fulfill your obligations under this agreement, including your obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

Unless previously terminated, our representation will terminate upon our sending you our final statement for services in this matter. Upon the completion of our work on the last active matter we have for you, you will be considered a former client for all matters. Following such

PHOENIX, ARIZONA

TUCSON, ARIZONA

IRVINE, CALIFORNIA

SALT LAKE CITY, UTAH

DENVER, COLORADO

LAS VEGAS, NEVADA

Paul Street, Esq.
Building Materials Holding Corporation
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termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. Any original papers or other property which you have furnished to us and which remain in our possession will be returned to you, unless you instruct us otherwise. Our own files, including lawyer work product, pertaining to the matter will be retained by the firm. You may obtain a copy of any such materials which have not been previously furnished to you at no expense upon request. Documents and other materials retained by the firm will be stored by the firm for a reasonable period of time in accordance with the firm's records retention policy. The period for which particular client files will be retained may vary depending on the nature of the engagement involved. Following the prescribed retention period, those files may be destroyed or otherwise disposed of to minimize unnecessary storage expenses. A copy of the firm's records retention policy will be furnished to you upon request.

Finally, in undertaking this representation, our objective is to represent BMHC, to the best of our ability without forfeiting the continuing representation of other clients. One purpose of this letter, therefore, is to avoid our disqualification from representing other clients. There are certain conditions to our engagement which we would like to explain to you and to which we would like to secure your approval and consent.

Snell & Wilmer has represented, and continues to represent, many different corporate and individual clients with various business interests in numerous industries. It is possible that, during the time we are representing BMHC's interests in the current matter, it may become involved in transactions and/or disputes in which its interests are adverse to those of one of the firm's present or future clients. If such a conflict were to arise between BMHC's interests and those of another present or future client of the firm, the firm will apprise you of that fact, but reserves the right to represent the interests of the other client with regard to that particular matter.

As a specific condition to our undertaking BMHC's representation, you understand and agree that this firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for BMHC, even if the interests of such clients in those other matters are directly adverse to yours, and even if those other matters ripen into or involve litigation between such other clients and yourself. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of BMHC, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to BMHC's material disadvantage. Nor shall it apply to permit us to represent any client against BMHC in any litigation or similar proceeding in which we represent BMHC.


Please review this letter carefully and, if the terms and conditions of our representation and the billing arrangements meet with your approval, please sign the enclosed copy of this letter.

Paul Street, Esq.
Building Materials Holding Corporation
Page 3

Please do not hesitate to call me if you have any questions.

Yours very truly,


SNELL & WILMER


Gerard Morales

GM/gd
Enclosures

cc: Elizabeth Franklin

I have reviewed this letter and Snell & Wilmer's Policy on Professional Fees and I agree to the terms and conditions of representation and the billing arrangements.



Paul Street
V.P., Chief Administrative officer, General Counsel
and Corporate Secretary



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Phoenix, AZ 85004-2202
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JAN 29 2007
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January 12, 2007

DENVER
LAS VEGAS
ORANGE COUNTY
PHOENIX
SALT LAKE CITY
TUCSON

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

Re: Building Materials Holding Corporation ats ADOSH

Dear Mr. Street:

It was a pleasure meeting you in Boise. Thank you for selecting this firm to represent Building Materials Holding Corporation and its related entities as counsel, in occupational safety and health related matters. At this time, it is our understanding that our engagement is specifically limited to performance of services related to occupational safety and health related matters.

Since this will be our first engagement by Building Materials Holding Corporation, I want to encourage you to bring to my attention at any time any questions or concerns you may have concerning either our services or our fees. In order to assist you in understanding our billing practices, I enclose a copy of our current Policy on Professional Fees. While hourly rates for attorneys and paraprofessional staff are adjusted from time to time, my agreed hourly rate for 2007 is \$382.00. As we have previously discussed, in an effort to provide the best and most efficient legal services, I may, from time to time, use other attorneys in other offices at a lower hourly rate. (These attorneys include Mr. Cairo - \$175.00; Ms. Mix - \$340.00; Mr. Williams - \$300.00 and Mr. Castleberry - \$225.00). Billings for professional services, however, will be based on all of the considerations discussed in the enclosed Policy on Professional Fees and not simply hours expended and hourly rates. We will send statements for professional fees and expenses to your attention on a monthly basis.

We will provide legal counsel to you in accordance with this letter and, in reliance upon information and guidance provided by you, will keep you reasonably informed of progress and developments, and will respond to your inquiries. To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your case, and to fully and accurately disclose all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself and other appropriate client personnel reasonably available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings as may be necessary.

Paul Street, Esq.
Building Materials Holding Corporation
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Either at the commencement of or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

In undertaking this representation, our objective is to represent you to the best of our ability without forfeiting the continuing representation of our general clients. One purpose of this letter, therefore, is to avoid our disqualification from representing clients whom we represent on a more general basis or whom we regularly represent in particular matters or controversies. Given the limited nature of our representation, there are certain conditions to our engagement that we would like to explain to you and to which we would like to secure your approval and consent.

As we have discussed, Snell & Wilmer L.L.P. is a large law firm, which has represented, and continues to represent, many different corporate and individual clients with various business interests in numerous industries. It is possible that, during the time we are representing your interests in the current litigation for which we have been engaged, you may become involved in transactions and/or disputes in which your interests are adverse to those of one of the firm's present or future clients. If such a conflict were to arise between your interests and those of another present or future client of the firm, the firm will apprise you of that fact, but reserves the right to represent the interests of the other client with respect to that particular matter.

Therefore, as a specific condition to our undertaking your representation, you understand and agree that this firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter not entailing active litigation that is not substantially related to the matter we are handling on your behalf, even if the interests of such other clients in those other matters are directly adverse to yours, and even if those other matters ripen into or involve litigation between such other clients and yourself. We agree, however, that your prospective agreement and consent to such conflicting representation shall not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to any such other client, could be used to the material disadvantage of your interests in the matter involved.

You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter. If such termination occurs, your papers and property will be returned to you promptly. Our own files, including lawyer work product, pertaining to all matters will be retained.

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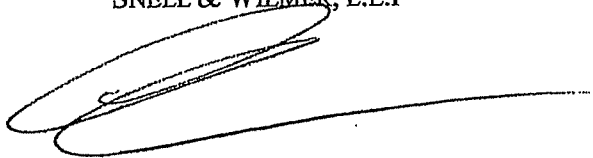
We may withdraw from representation if you fail to fulfill your obligations under this agreement, including your obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

Please review this letter carefully and, if the terms and conditions of our representation and the billing arrangements meet with your approval, sign the enclosed copy of this letter and return it to me, so that we may begin work. Please call if you have any questions.

We very much appreciate this opportunity to work with you.

Very truly yours,

SNELL & WILMER, L.L.P.



Charles P. Keller

I have reviewed this letter and Snell & Wilmer L.L.P.'s Policy on Professional Fees, and I agree to the terms and conditions of representation and the billing arrangements.



Paul Street, Esq.
for Building Materials Holding Corporation

CPK:sma
Enclosures (2)

POLICY ON PROFESSIONAL FEES

TO OUR CLIENTS:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to explain briefly our present billing policies and procedures. These policies and procedures are subject to change. We encourage you to discuss with us at any time any questions you might have concerning these policies and procedures.

To help us determine the value of our services, we ask each of our lawyers, legal assistants and certain clerical personnel providing specialized support to maintain time records for each client and matter. The billing attorney assigned to you reviews the time records monthly before a statement is rendered. All attorneys and legal assistants of the Firm are assigned hourly rates, which rates are reflected on the monthly time records. Our hourly rates are adjusted from time to time (generally once a year) and can change during the course of our engagement. Pursuant to the Rules of Professional Conduct, we view such rates as a benchmark, and not as the sole determinant of the value of our services for billing purposes. The amount of our billing statement will be the fair value of the services as determined by the billing attorney, taking into account the time records for the matter, the types of services we have been asked to perform, any special level of experience required, the size and scope of the matter, results obtained, and other relevant circumstances. In accounting for the hours attributable to an assignment, the billing attorney will also take into consideration efficiencies and value resulting from the firm's technology and other resources that provide benefit to the client that is greater than would be reflected in the hourly rate of the individual lawyer involved.

Snell & Wilmer LLP bills its clients for costs advanced on a client's behalf, such as filing fees, transcript and deposition fees, reasonable travel expenses and expert witness fees. The Firm also charges for certain costs and expenses incurred on behalf of clients such as long-distance telephone calls, facsimile and telecopier transmissions, printing, postage, messengers, and computerized research. In charging for such costs and expenses incurred on behalf of clients, the Firm also recovers an allocation of the overhead incurred directly by the Firm relating to such expenses. For instance, the charge for photocopying is \$.20 per page, computerized research is \$5.00 per minute and facsimile transmission is \$1.50 per page. There is no charge for facsimile or telecopier receipt, routine secretarial overtime, normal deliveries to local courts or similar activity. We may forward to you large disbursement billings for your direct payment to the supplier.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements, such as telephone charges, are not available to us until the following months, in which case either a supplemental statement will be

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rendered to you for these additional charges, or an estimated amount will be included in the initial billing and an adjustment made when the actual disbursement information is available.

It is also our policy to obtain an advance retainer from new clients, and from existing clients under certain circumstances to secure the payment of our fees and recoverable expenses which are either billed and unpaid or incurred but as yet unbilled. The amount and terms of the retainer arrangement are determined after consultation with the billing attorney. It occasionally may be appropriate to require an additional retainer after the commencement of the engagement, or to require an increase in a prior retainer, depending on your payment history or on the scope of the work. For example, prior to a protracted trial, we may require the posting of a retainer sufficient to cover expected fees. We also customarily request an advance retainer for the purpose of paying substantial out-of-pocket costs we incur on your behalf.

Any estimates of anticipated fees that we provide at the client's request, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our actual fees will be determined in accordance with the policies described above.

In the absence of other arrangements, our billing statements ordinarily will be rendered to you on a monthly basis. Any matter that is not billed monthly and which extends beyond three months ordinarily will be billed quarterly, unless otherwise agreed between us.

Our billing statements are due and payable upon receipt since there is generally a time lag between the rendering of our services and the submission of our statement. We ask and expect payment of our statements on a current basis, as delayed payment adds to our overall costs of providing services.

Although we look forward to a mutually enjoyable relationship, in the unlikely event of any dispute under this agreement, including a dispute regarding the amount or payment of fees, we shall have the right to terminate our legal representation in this matter, subject to our obligation to give you reasonable notice to arrange for alternate representation. In order to avoid litigation in the event of any such dispute concerning any billings submitted by our firm, we mutually agree that any such dispute shall be submitted to mandatory binding arbitration. Such arbitration shall be conducted in accordance with procedures established by the State Bar of Arizona before an arbitrator or arbitrators selected in accordance with those procedures, who shall hear and resolve the dispute in Maricopa County, Arizona. The decision of the arbitrator(s) shall be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Uniform Arbitration Act, as adopted in Arizona, A.R.S. §§ 12-1501 *et seq.*, and of the Arizona Rules of Civil Procedure. In the event that dispute resolution

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proceedings are instituted between us for any reason, the prevailing party shall be entitled to an allowance of reasonable attorneys' fees and other costs incurred as a result of the action or proceeding.

As to any claim or dispute arising out of or connected with our services, other than a fee dispute covered by the preceding paragraph, we mutually agree to attempt in good faith to settle the dispute by non-binding mediation in Phoenix, Arizona before commencing any legal action or other dispute resolution procedure. Unless we otherwise agree, the mediation will be conducted under the then current Center for Public Resources (366 Madison Avenue, New York, N.Y.) Mediation Procedures. Either of us may commence mediation by letter requesting mediation delivered to the other party and to the Center for Public Resources ("CPR"). In the event we fail to agree upon a neutral mediator within ten (10) working days after the mediation request is delivered, either of us can apply to CPR to appoint a neutral mediator who has experience in the subject matter of the claim or dispute.

Snell & Wilmer LLP is a member of Lex Mundi, a global association of 120 independent law firms that can be called upon to provide clients world-wide access to legal services. Although a member of Lex Mundi, Snell & Wilmer LLP is completely independent and does not have common operations, share fees or collaborate on a pre-arranged basis with other member firms. If collaboration with other independent members of Lex Mundi is appropriate to serve client needs, Snell & Wilmer LLP will discuss the specific engagement with the client to assure understanding and agreement of the roles and duties assumed by each involved law firm.

Some states require that a law firm disclose the existence of errors and omissions insurance coverage applicable to the services to be rendered. Snell & Wilmer LLP hereby confirms the existence of such insurance coverage for the purposes of complying with such a requirement.

Finally, in closing, let us assure you that our goal has always been and will continue to be to provide legal services to you on the most cost-efficient basis possible. If at any time you wish to discuss our billing policies and procedures generally or a specific billing statement, we encourage you to contact us.