

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

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

I, CHRISTOPHER W. LAMPE, declare under penalty of perjury:

1. I am a partner in the firm of Lampe and Fromson, located at 2005 "O" Street, Merced, CA 95340, (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, 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 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 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 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) 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 has no such connections.

8. Neither I nor any partner of or professional employed by the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this Firm is to be employed. Furthermore, if the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, I state that neither I nor any partner of or professional employed by the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors.

9. The Debtors owe the Firm **\$175.00** 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.

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

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

12. 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 the penalty of perjury that the foregoing is true and correct.

DATE: August 13, 2009



CHRISTOPHER W. LAMPE

EXHIBIT

A

EXHIBIT A

JUN - 1 2007

LAMPE & FROMSON
ATTORNEYS AT LAW
2005 O STREET
MERCED, CALIFORNIA 95340

CHRISTOPHER W. LAMPE
PAUL D. FROMSON

TELEPHONE (209) 384-7887
FACSIMILE (209) 384-5865

May 29, 2007

Kelly Pimley
BMC West - Modesto
4237 Murphy Road
Modesto, CA 95358

Reference: I & J Builders
Our File #C7875

Dear Ms. Pimley:

This will confirm that BMC West - Modesto has asked and we have agreed to act as attorneys for the corporation in pursuing a claim against I & J Builders who have defaulted on an account with your Merced store. It was agreed that we will start initially with a demand letter and if that does not prove productive, we will then proceed with a lawsuit to be filed in the Superior Court against I & J Builders and its owners. Since we do not know whether or not I & J Builders will contest the lawsuit, it is impossible for me to estimate at this time what the total fees may be involved in this matter. Based on my prior experience, it is my suspicion that the matter will proceed by default.

With respect to fees for my services, I have told you that I would agree to work at a reduced rate of \$250.00 per hour in this matter as I do when performing services for your Merced branch. In addition, BMC West will be responsible for any out-of-pocket expenses such as filing fees, process server fees, and similar expenses on a dollar-for-dollar basis. We will bill you each month and you have agreed that the bill will be paid within 10 days of mailing.

Assuming that this letter accurately states the terms that we discussed and to which your employer is agreeing, I would ask that you have your Manager or the officer of the corporation sign and return to me a copy of this letter which is enclosed.

Kelly Pimley
BMC West - Modesto
Page 2

Please be assured that I will do my best to provide a satisfactory result at the least cost to BMC West.

Yours very truly,


LAMPE & FROMSON


CHRISTOPHER W. LAMPE

CWL/cag
Enclosure

I have read the letter fee agreement dated May 29, 2007 and agree with the outlined terms regarding payment of fees and costs.

Dated: 5/30/07


[SIGNATURE LINE OF PERSON SIGNING]

Rob Pollard
[TYPED NAME OF PERSON SIGNING]

PROOF OF SERVICE

I declare that I am employed in the County of Merced, State of California. I am over the age of eighteen (18) years and not a party to the within entitled cause. My business address is 2005 "O" Street, Merced, California 95340.

I served the following documents upon each person or entity named below by enclosing a copy in an envelope addressed as shown below and placing the envelope for collection and mailing on the date set forth below at Merced, California following our ordinary business practices. I am readily familiar with our business practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.


VERIFIED STATEMENTS OF CONNECTIONS

to:

Clerk
U.S. Bankruptcy Court
for the District of Delaware
824 N. Market Street
Third Floor
Wilmington, DE 19801

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

13 August 2009
DATE


EUNICE A. WALLACE-DUNCAN

LAMPE & FROMSON
ATTORNEYS AT LAW
2005 O STREET
MERCED, CALIFORNIA 95340

CHRISTOPHER W. LAMPE
PAUL D. FROMSON

August 27, 2009

TELEPHONE (209) 384-7887
FACSIMILE (209) 384-5865
2009 SEP - 1 AM 11:27
FILED
CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

Clerk
U.S. Bankruptcy Court
For the District of Delaware
824 N. Market Street
Third Floor
Wilmington, DE 19801

RE: In Re: Building Materials Holding Corp., et al.
USBC Case No.: 09-12074(KJC)

Dear Clerk:

Enclosed please find our response to the Verified Statement of Connections in the above-referenced matter that was due on August 15, 2009. Unfortunately, the post office returned the documents to us today stamped "Return to Sender - Return for Additional Postage, Postage Due of .44".

I spoke with Lisa from Judge Carey's Chambers regarding this matter, and she advised that we just resend. I wanted to make sure that our firm would not be sanctioned by the Court for failing to have the documents submitted by the Court's deadline, even though it was not our fault. I am enclosing the sealed envelope to be opened and filed.

Should you have any additional questions, please do not hesitate to contact us.

Yours very truly,

LAMPE & FROMSON



Eunice A. Wallace-Duncan
Assistant to Mr. Christopher W. Lampe

EAWD/
Enclosure
cc: Paul S. Street, Esq.

LAMPE & FROMSON
ATTORNEYS AT LAW
2008 O STREET
MERCED, CALIFORNIA 95340

POSTAGE DUE 44

U.S. Bankruptcy Court

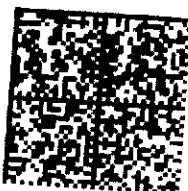
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☐ INSUFFICIENT ADDRESS
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