

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

**IN RE:**

**BUILDING MATERIALS HOLDING  
CORPORATION, *et al.*,<sup>1</sup>**

**Debtors.**

**Chapter 11**

**Case No. 09-12074 (KJC)**

**Jointly Administered**

**Ref. Docket No. 172**

**NOTICE OF FILING OF REVISED EXHIBITS TO DEBTORS' MOTION FOR AN  
ORDER (I) APPROVING THE DISCLOSURE STATEMENT;  
(II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF  
VOTES TO ACCEPT OR REJECT THE PLAN, INCLUDING (A) APPROVING THE  
FORM AND MANNER OF DISTRIBUTION OF SOLICITATION PACKAGES,  
(B) APPROVING THE FORM AND MANNER OF NOTICE OF THE CONFIRMATION  
HEARING, (C) ESTABLISHING A RECORD DATE AND APPROVING PROCEDURES  
FOR DISTRIBUTION OF SOLICITATION PACKAGES, (D) APPROVING FORMS OF  
BALLOTS, (E) ESTABLISHING THE DEADLINE FOR RECEIPT OF BALLOTS, AND  
(F) APPROVING THE PROCEDURES FOR VOTE TABULATIONS;  
(III) ESTABLISHING THE DEADLINE AND PROCEDURES FOR FILING  
OBJECTIONS TO (A) CONFIRMATION OF THE PLAN, AND (B) PROPOSED CURE  
AMOUNTS RELATED TO CONTRACTS AND LEASES ASSUMED UNDER  
THE PLAN; AND (IV) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that on July 13, 2009, Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "***Debtors***"), filed their Motion for an Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, Including (A) Approving the Form and Manner of Solicitation Procedures, (B) Approving the Form and Manner of Notice of the Confirmation Hearing, (C) Establishing a Record Date and Approving

<sup>1</sup> 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.

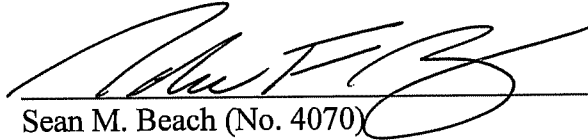
Procedures for Distribution of Solicitation Packages, (D) Approving Forms of Ballots, (E) Establishing the Deadline for Receipt of Ballots, and (F) Approving the Procedures for Vote Tabulations; (III) Establishing the Deadline and Procedures for Filing Objections to (A) Confirmation of the Plan and (B) Proposed Cure Amounts Related to Contracts and Leases Assumed Under the Plan; and (IV) Granting Related Relief [Docket No. 172] (the "**Motion**"). Subsequent to the filing of the Motion, on October 1, 2009, the Debtors filed their Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009 [Docket No. 677] (the "**Amended Plan**") and their Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009 [Docket No. 678] (the "**Amended Disclosure Statement**").

**PLEASE TAKE FURTHER NOTICE** that, in connection with the filing of the Amended Plan and Amended Disclosure Statement and the hearing on the Motion currently scheduled for October 7, 2009 (the "**Hearing**"), Debtors hereby file revised exhibits to the Motion (collectively, the "**Revised Solicitation Materials**"). The Revised Solicitation Materials are attached hereto as Exhibit 1. For ease of reference, attached hereto as Exhibit 2 is a copy of the Revised Solicitation Materials marked against the version previously filed with the Motion.

**PLEASE TAKE FURTHER NOTICE** that the Debtors intend to seek approval  
of the Revised Solicitation Materials at the Hearing.

Dated: Wilmington, Delaware  
October 1, 2009

YOUNG CONAWAY STARGATT &  
TAYLOR, LLP



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ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

**EXHIBIT 1**

**Revised Solicitation Materials**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:

BUILDING MATERIALS HOLDING  
CORPORATION, *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11

)  
) Case No. 09-12074 (KJC)

)  
) Jointly Administered

)  
) Ref. Docket Nos. \_\_\_\_\_

**ORDER (I) APPROVING THE DISCLOSURE STATEMENT; (II) ESTABLISHING  
PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT  
OR REJECT THE PLAN, INCLUDING (A) APPROVING THE FORM AND  
MANNER OF DISTRIBUTION OF SOLICITATION PACKAGES, (B) APPROVING  
THE FORM AND MANNER OF NOTICE OF THE CONFIRMATION HEARING,  
(C) ESTABLISHING A RECORD DATE AND APPROVING PROCEDURES FOR  
DISTRIBUTION OF SOLICITATION PACKAGES, (D) APPROVING FORMS OF  
BALLOTS, (E) ESTABLISHING THE DEADLINE FOR RECEIPT OF BALLOTS,  
AND (F) APPROVING THE PROCEDURES FOR VOTE TABULATIONS; (III)  
ESTABLISHING THE DEADLINE AND PROCEDURES FOR FILING OBJECTIONS  
TO (A) CONFIRMATION OF THE PLAN, AND (B) PROPOSED CURE AMOUNTS  
RELATED TO CONTRACTS AND LEASES ASSUMED UNDER THE PLAN;  
AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "*Motion*") of Building Materials Holding Corporation and certain of its affiliates, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to sections 1125 and 1126 of the Bankruptcy Code,<sup>2</sup> Bankruptcy Rules 2002, 3016, 3017, and 3020 and Local Rules 3017-1(a) and 3017-1(b), for entry of an order (i) approving the Disclosure Statement; (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, including (a) approving the form and manner of distribution

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

of the solicitation packages, (b) approving the form and manner of notice of the Confirmation Hearing, (c) establishing a record date and approving procedures for distributing solicitation packages, (d) approving the forms of ballots, (e) establishing the deadline for the receipt of ballots, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing the deadline and procedures for filing objections to (a) confirmation of the Plan and (b) proposed cure amounts for executory contracts and unexpired leases that may be assumed as part of the Plan; (iv) granting related relief, all as set forth in the Motion; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. sections 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances; and the Court having reviewed the Motion and having considered the statements in support of the relief requested therein at a hearing before the Court (the "*Hearing*"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED:**

1. The Motion is granted as set forth below.
2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and any objections to the adequacy of the information contained in the Disclosure Statement not otherwise consensually resolved are overruled.
3. The Debtors shall mail or caused to be mailed to holders of Claims entitled to vote on the Plan within 5 days of entry of this Order, a solicitation package containing: (a)

written notice (the "**Confirmation Hearing Notice**"), substantially in the form annexed hereto as **Exhibit A**, of (i) the Court's approval of the Disclosure Statement, (ii) the deadline for voting on the Plan, (iii) the date of the Confirmation Hearing, and (iv) the deadline and procedures for filing objections to confirmation of the Plan, which Confirmation Hearing Notice is approved; (b) the Plan (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion); (c) the Disclosure Statement, substantially in the form approved by the Court (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion); (d) the appropriate ballot (substantially in the form annexed hereto as **Exhibits B-1** through **B-4**) and ballot return envelope; and (e) such other information as the Court may direct or approve (collectively, the "**Solicitation Package**"). The Debtors shall send to each impaired creditor entitled to vote on the Subplans (a) only the Solicitation Package appropriate for the class applicable to such creditor, and (b) only one Solicitation Package even if such creditor has Claims against more than one of the Debtors. The Solicitation Package and the manner of service of the Solicitation Package satisfies the requirements of Bankruptcy Rule 3017(d).

4. The Debtors shall mail or cause to be mailed to each of the known counterparties to the Contracts and Leases a Confirmation Hearing Notice and the Disclosure Statement and Plan (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion).

5. Pursuant to Bankruptcy Rule 3017(d), the Debtors are not required to transmit a Solicitation Package to the Non-Voting Parties. Within 5 days of entry of this Order, the Debtors shall mail or cause to be mailed to each Non-Voting Party the Non-Voting Holder Notice substantially in the form annexed hereto as **Exhibit C**.

6. The Debtors shall publish notice (the "**Publication Notice**"), substantially in the form annexed hereto as **Exhibit D**, in the national edition of the *Wall Street Journal*, regional

English and Spanish language papers in Las Vegas, Los Angeles, and Phoenix, and English language publications in Miami and Fort Lauderdale within 10 days after the entry of this Order.

7. October 7, 2009 is established as the record date (the "**Record Date**") for the purposes of determining the creditors and interest holders entitled to receive the Solicitation Package or the Non-Voting Holder Notice, as applicable.

8. The Garden City Group, Inc. ("**GCG**" or the "**Balloting and Claims Agent**") shall tabulate the ballots and certify to the Court the results of the balloting.

9. The Debtors are permitted to dispense with the mailing of Solicitation Packages or Non-Voting Holder Notices to addresses and entities to which the notice of the Disclosure Statement Hearing was returned by the United States Postal Service as undeliverable, unless the Debtors are provided with an accurate address.

10. The Ballots, substantially in the form annexed hereto as **Exhibits B-1** through **B-4**, are hereby approved.

11. All Ballots must be properly executed, completed and delivered to the Balloting and Claims Agent at (A) The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, if by first class mail, or (B) The Garden City Group, Inc., Attn: Building Materials Holding Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017, if by overnight mail or hand-delivery, so that the Ballots are received on or before November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Voting Deadline**"), unless extended by the Debtors. Ballots cast by facsimile, email, or other electronic transmission will not be counted unless approved in advance by the Debtors in writing.

12. For purposes of voting on the Plan, the amount of a claim held by a creditor shall be determined pursuant to the following guidelines:



- (a) The claim listed in a Debtor's schedule of liabilities, provided that (i) such claim is not scheduled as contingent, unliquidated, undetermined, or disputed, and (ii) no Proof of Claim<sup>3</sup> has been timely filed (or otherwise deemed timely filed by the Court under applicable law).
- (b) The noncontingent and liquidated amount specified in a Proof of Claim timely filed with the Court or GCG (or otherwise deemed timely filed by the Court under applicable law) to the extent the Proof of Claim has not been superseded or amended by another Proof of Claim, and is not the subject of an objection, either generally to the applicable claim or solely for purposes of determining the amount of the applicable claim for voting purposes, filed no later than October 26, 2009 (the "***Vote Objection Deadline***") (or, if such claim has been resolved pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).
- (c) The amount temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), provided that a motion is brought, notice is provided, and a hearing is held at or prior to the Confirmation Hearing, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.
- (d) Except as otherwise provided in subsection (c) hereof, with respect to a ballot cast by an alleged creditor whose claim (i) is not listed on a Debtor's schedule of liabilities, or (ii) is listed as disputed, contingent, and/or unliquidated on a Debtor's schedule of liabilities, but who has timely filed a Proof of Claim in an unliquidated or unknown amount that is not the subject of an objection filed before the Vote Objection Deadline, such ballot shall be counted as a vote in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met solely with respect to Classes 6(a)-(l) and 8(a)-(l) of the Plan, but shall not be counted in determining whether the aggregate claim amount requirement has been met.
- (e) With respect to a ballot cast by a creditor holding a claim in Classes 8(a)-8(l), whether such claim is treated in such Classes because the claimant's aggregate claims against all of the Debtors is less than \$5,000 or because such claims exceed \$5,000 but are

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<sup>3</sup> Pursuant to the Order Pursuant To Sections 501, 502, And 1111(A) Of The Bankruptcy Code, Bankruptcy Rules 2002 And 3003(C)(3), And Local Rule 2002-1(E) Establishing Bar Dates For Filing Proofs Of Claim And Approving The Form And Manner Of Notice Thereof [Docket No.248], certain persons or entities asserting a claim against one or more of the Debtors are required to file a separate proof of claim in the chapter 11 case of each Debtor against whom a claim is asserted.

reduced to \$5,000 in the aggregate by virtue of making the Small Unsecured Claims Class Election on a Class 6(a)-(l) ballot, such ballot shall be counted as a Class 8(a)-(l) vote, as applicable, in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met with respect to the applicable Class and, with respect to such Class, in an amount equal to the lesser of the of the full amount of the claim of the creditor in such Class and \$5,000.

- (f) If a creditor elects to complete Item 1 on the ballot, which allows a single vote for all claims held by such creditor in the applicable Classes, such vote shall be counted separately for numerosity purposes in each Class in which the creditor is entitled to vote and, with respect to each such Class, in the full amount of the claim in such Class, except as provided in (e) above.

13. The Debtors are authorized to object to any claim (as defined in section 101(5) of the Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the "***Determination Motion***") no later than November 12, 2009 at 4:00 p.m. (prevailing Eastern Time). Responses, if any, to the Determination Motion must be filed no later than November 17, 2009 at 4:00 p.m. (prevailing Eastern Time), and the Court shall conduct a hearing on any Determination Motion at the Confirmation Hearing or such earlier time as may be scheduled by the Court. Any ruling by the Court on any Determination Motion shall be considered a ruling with respect to the allowance of the claim(s) under Bankruptcy Rule 3018 and such claim(s) shall be counted, for voting purposes only, in the amount determined by the Court.

14. Creditors seeking to have a claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file and serve notice of hearing on a motion (the "***Claims Estimation Motion***") for such relief no later than November 12, 2009 at 4:00 p.m. (prevailing Eastern Time). Responses, if any, to the Claims Estimation Motion must be filed no later than November 17, 2009 at 4:00 p.m. (prevailing Eastern Time), and the Court shall conduct a hearing on any Determination Motion at the Confirmation Hearing or such earlier time as may be scheduled by the Court. If a creditor casts a ballot and has timely

filed a Proof of Claim (or has otherwise had a Proof of Claim deemed timely filed by the Court under applicable law), but the creditor's claim is the subject of an objection (either generally to the applicable claim, or solely for purposes of determining the amount of the applicable claim for voting purposes) filed no later than the Vote Objection Deadline, the creditor's ballot shall not be counted, unless such claim is temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), after a Claims Estimation Motion is brought by such creditor, notice is provided, and a hearing is held at or prior to the Confirmation Hearing. Notwithstanding the foregoing, if an objector to a claim requests that such claim be reclassified and/or allowed in a fixed, reduced amount, such claimant's ballot shall, to the extent either mutually acceptable to the claimant, objector and Debtors or as ordered by the Bankruptcy Court after notice and hearing, be counted in such reduced amount and/or under the reclassified category.

15. The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- (a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.
- (b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.
- (c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.
- (d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.
- (e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance

or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

- (f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.
- (g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.
- (h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.
- (i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.
- (j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.
- (k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.
- (l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.
- (m) If a creditor in Classes 6(a)-6(l) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(l) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.
- (n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class

Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

16. Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be in writing, served on the parties identified below, and filed with the Court, together with proof of service, such that the foregoing are received by such parties and the Court on or before November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Confirmation Objection Deadline**"). Replies, if any, to objections, comments, or responses to the Plan must be filed no later than November 16, 2009 at 4:00 p.m. (prevailing Eastern Time). The Court shall consider only written objections that are timely filed and served by the Confirmation Objection Deadline. All objections not timely filed and served in accordance with the provisions of this Order are hereby deemed waived. Objections to confirmation of the Plan should provide proposed language to remedy such objections and shall be served on the following parties:

***The Debtors:*** Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street).

With copies to Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166-0193 (Attn: Michael A. Rosenthal and Matthew K. Kelsey) and Young Conaway Stargatt & Taylor, LLP, 1000 West Street, 17<sup>th</sup> Floor, P.O. Box 391, Wilmington, DE 19801 (Attn: Sean M. Beach and Robert F. Poppiti).

***The Creditors Committee:*** Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339, (Attn: Christopher J. Giaimo, Jr. and Katie A. Lane) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler).

***The DIP Administrative Agent:*** Wells Fargo Bank, c/o Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105, (Attn: Kevin B. Fisher and Seth Mennillo) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath).

**Office of the United States Trustee:** 844 King Street, Suite 2207,  
Wilmington, Delaware 19801 (Attn: Joseph McMahon).

17. A hearing shall be held before this Court on November 19, 2009 at 11:00 a.m. (prevailing Eastern Time), at the United States Bankruptcy Court for the District of Delaware, 824 N. Market St., 5th Floor, Wilmington, Delaware 19801, or as soon thereafter as counsel can be heard, to consider confirmation of the Plan (the "**Confirmation Hearing**").

18. The Confirmation Hearing may be adjourned from time to time without further notice to creditors and other parties in interest other than an announcement of the adjourned date at the Confirmation Hearing.

19. The following procedures are approved for establishing the Cure Amounts for the executory contracts and leases to be assumed pursuant to the Plan:

- (a) the Debtors will cause the Notice of (i) Possible Assumption of Contracts and Leases, (ii) Fixing of Cure Amounts, and (iii) Deadline to Object Thereto (the "**Cure Notice**"), in a form substantially similar to the notice annexed hereto as **Exhibit E**, to be served on the non-debtor parties to all Assumed Contracts and Leases at least 20 days prior to the Confirmation Hearing. Among other things, the Cure Notice shall set forth the Cure Amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts and Leases;<sup>4</sup>
- (b) the non-debtor parties to the Assumed Contracts and Leases shall have until the Confirmation Objection Deadline, which deadline may be extended in the sole discretion of the Debtors, to object (a "**Cure Objection**") to the (i) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) proposed assumption of the Assumed Contracts and Leases under the Plan; *provided, however*, that if, subsequent to October 30, 2009, the Debtors amend the list of the Assumed Contracts and Leases to add a contract or lease or to reduce the Cure Amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least seven calendar days after service of such amendment to object thereto or to propose an alternative Cure Amount(s);

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<sup>4</sup> Receipt of a Cure Notice does not constitute a determination by the Debtors to assume any executory contract or unexpired lease; the Debtors may still decide *not* to assume any executory contract or unexpired lease through the Plan or otherwise.

- (c) any party objecting to the Cure Amount(s), whether or not such party previously has filed a Proof of Claim with respect to amounts due under the applicable Assumed Contract or Lease, or objecting to the potential assumption of such Assumed Contract or Lease, shall be required to file and serve a Cure Objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Assumed Contract or Lease and/or any and all objections to the potential assumption of such Assumed Contract or Lease, together with all documentation supporting such cure claim or objection, upon each of the Notice Parties so that the ***Cure Objection is actually received by them no later than the Confirmation Objection Deadline***. If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection, the Court shall determine the amount of any disputed Cure Amount(s) or adjudicate such Cure Objection at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree. The Debtors may, in their sole discretion, extend the Confirmation Objection Deadline without further notice, but are not obligated to do so; and
- (d) in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the assumption of the Assumed Contract or Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to an Assumed Contract or Lease, upon the effective date of the Plan, the Reorganized Debtors and the counterparty to such Assumed Contract or Lease shall enjoy all of the rights and benefits under the Assumed Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Assumed Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition, or otherwise restrict the Debtors' assumption of the Assumed Contract or Lease.

The inclusion of a Contract or Lease in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming any such Contract or Lease assumed or rejected, and inclusion in the Cure Notice is *not* a final determination that any Contract or Lease will, in fact, be assumed.

20. Prior to mailing the Disclosure Statement, Solicitation Packages, Non-Voting Holder Notices, or the Cure Notice, the Debtors may fill in any missing dates and other information, correct any typographical errors, and make such other non-material, non-substantive changes as they deem appropriate.

21. GCG is authorized, but not directed, to contact creditors who have submitted invalid Ballots in order to correct the defect in such creditor's Ballot.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

23. The Court shall retain jurisdiction with respect to all matters arising under or relating to the implementation and enforcement of this Order.

Dated: Wilmington, Delaware  
October \_\_, 2009

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Kevin J. Carey  
Chief United States Bankruptcy Judge



**EXHIBIT A**  
**Notice of Confirmation Hearing**

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

<b>IN RE:</b>	) <b>Chapter 11</b>
	)
<b>BUILDING MATERIALS HOLDING CORPORATION, et al.,<sup>1</sup></b>	) <b>Case No. 09-12074 (KJC)</b>
	)
<b>Debtors.</b>	) <b>Jointly Administered</b>
	)
	) <b>Voting Deadline and Confirmation Objection</b>
	) <b>Deadline: November 9, 2009 at 4:00 p.m. (ET)</b>
	) <b>Confirmation Hearing: November 19, 2009 at 11:00 a.m. (ET)</b>

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING  
ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND  
(IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN**

**TO: HOLDERS OF CLAIMS IN CLASSES 2(a)-(I), 3(a)-(I), 6(a)-(I) AND 8(a)-(I)**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. YOUR VOTE IS BEING SOLICITED IN CONNECTION WITH THE *JOINT PLAN OF REORGANIZATION FOR THE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE* AMENDED OCTOBER 1, 2009 (INCLUDING ALL EXHIBITS THERETO AND AS AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN").<sup>2</sup> YOU SHOULD CAREFULLY REVIEW THE INFORMATION AND MATERIAL SET FORTH IN THE DISCLOSURE STATEMENT (AS DEFINED BELOW) ENCLOSED HERewith (AND IN THE EXHIBITS ATTACHED THERETO) TO MAKE AN INDEPENDENT DETERMINATION AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

**APPROVAL OF DISCLOSURE STATEMENT**

2. By order dated October 7, 2009 (the "*Disclosure Statement Approval Order*"), the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") approved the *Disclosure Statement with respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "*Disclosure Statement*") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "*Bankruptcy Code*").

**DEADLINE FOR VOTING ON THE PLAN**

3. By the Disclosure Statement Approval Order, the Bankruptcy Court established **November 9, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the "*Voting Deadline*") as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, your original ballot (which is enclosed herewith) must actually be received on or before the Voting Deadline by The Garden City Group, Inc. at the following address: (i) by first class mail, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (ii) by overnight mail or hand delivery, The Garden City Group, Inc., Attn: Building Materials

<sup>1</sup> 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.

<sup>2</sup> All capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Plan.

Holding Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. Ballots cast by facsimile, email or other electronic transmission will not be counted.

### **CONFIRMATION HEARING**

4. On November 19, 2009 at 11:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "*Confirmation Hearing*") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the Plan, as the same may be amended, modified or supplemented from time to time, and for such other and further relief as may be just and proper. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

### **EXCULPATION, INJUNCTIONS AND RELEASES**

5. The Plan contains the exculpation, injunction and release provisions set forth below:

**9.2.1. Releases by the Debtors.** As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacity and as debtors in possession will be deemed to release and forever waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between and Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

**9.2.2. Certain Waivers.** Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of Section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

**§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

**EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR**

HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

**9.2.3. Releases by Holders of Claims and Interests.** Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have to released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations (except Cure Claims that have not been timely filed) of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any obligation under any assumed contract or lease or any Prepetition Letters of Credit.

**9.2.4. Exculpation.** On and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party is hereby released from, any claim, cause of action, or liability to any other Exculpated Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the administration of the Plan and/or the property to be distributed under the Plan, except for claims, causes of action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Debtors, the Estates, the Committee, WFB, the Prepetition Lenders, the DIP Lenders, and their respective officers, directors, employees, members, attorneys, crisis managers, financial advisors, and professionals, shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. No provision of the Plan, the Disclosure Statement, or the Confirmation Order shall be deemed to act upon or release any claims, Causes of Action or liabilities that the Debtors, the Estates, or any party in interest may have against or to any Person for any act, omission, or failure to act that occurred prior to the Petition Date other than in connection with the preparation and filing of the Chapter 11 Cases, nor shall any provision of the Plan or the Confirmation Order be deemed to act to release any Avoidance Actions.

**9.2.5. Injunction Related to Releases.** *To the fullest extent allowed by law, and except as otherwise provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released or exculpated pursuant to Section 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator.*

#### **DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN**

6. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Confirmation Objection Deadline**") with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be **actually received on or before the Confirmation Objection Deadline**, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

Dated: Wilmington, Delaware  
October \_\_, 2009

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**  
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Attorneys for Debtors and Debtors in Possession

# **EXHIBIT B-1**

**Ballots for Class 2**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

BALLOT FOR ACCEPTING OR REJECTING JOINT  
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 2(a), 2(b), 2(c), 2(d), 2(e), 2(f), 2(g), 2(h), 2(i), 2(j), 2(k), and 2(l): FUNDED LENDER CLAIMS

HOLDERS OF CLASS 2(a), 2(b), 2(c), 2(d), 2(e), 2(f), 2(g), 2(h), 2(i), 2(j), 2(k), and 2(l) FUNDED LENDER CLAIMS, YOUR BALLOT MUST BE **RECEIVED BY THE BALLOTING AND CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON NOVEMBER 9, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED.**

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Approval Order.

The Plan consists of twelve separate plans of reorganization, one for each Debtor (the "**Subplans**"). If you have claims against more than one Debtor, you may vote on each of the applicable Subplans. Thus, for example, if you have a claim against the Debtor SelectBuild Arizona, LLC and a claim against Debtor Illinois Framing, Inc., you may vote separately with respect to the Illinois Framing, Inc. Plan and the SelectBuild Arizona, LLC Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

<sup>1</sup> 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.



To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' Balloting and Claims Agent by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your Funded Lender Claim(s) have been placed in Class 2 under the Plan.

### **INSTRUCTIONS**

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. **SO THAT IT IS RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON NOVEMBER 9, 2009 (THE "VOTING DEADLINE")** AT THE FOLLOWING ADDRESS:

**If sent in the envelope provided  
or otherwise by First Class Mail:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation .  
P.O. Box 9393  
Dublin, OH 43017-4293

**If sent by Overnight Courier  
or Personal Delivery:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

**BALLOT FORM**

**Item 1. Class 2(a), 2(b), 2(c), 2(d), 2(e), 2(f), 2(g), 2(h), 2(i), 2(j), 2(k), and 2(l) Omnibus Funded Lender Claims Vote.** The undersigned, a holder of Funded Lender Claims against one or more Debtors in the amounts set forth below, votes to (check one box below):

☐ **Accept all Plans.**

☐ **Reject all Plans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

**Item 2.**

**A. Class 2(a) Building Materials Holding Corporation Funded Lender Claims Vote.** The undersigned, a holder of Funded Lender Claims against Building Materials Holding Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the Building  
Materials Holding  
Corporation Plan.**

☐ **Reject the Building  
Materials Holding  
Corporation Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

**B. Class 2(b) BMC West Corporation Funded Lender Claims Vote.** The undersigned, a holder of Funded Lender Claims against BMC West Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the BMC West  
Corporation Plan.**

☐ **Reject the BMC West  
Corporation Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: BMC West Corporation

**C. Class 2(c) SelectBuild Construction, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the SelectBuild Construction, Inc. Plan.**

☐ **Reject the SelectBuild Construction, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Construction, Inc.

**D. Class 2(d) SelectBuild Northern California, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Northern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the SelectBuild Northern California, Inc. Plan.**

☐ **Reject the SelectBuild Northern California, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Northern California, Inc.

**E. Class 2(e) Illinois Framing, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against Illinois Framing, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the Illinois Framing, Inc. Plan.**

☐ **Reject the Illinois Framing, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Illinois Framing, Inc.

**F. Class 2(f) C Construction, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against C Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the C Construction, Inc. Plan.**

☐ **Reject the C Construction, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: C Construction, Inc.

**G. Class 2(g) TWF Construction, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against TWF Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept** the TWF  
Construction, Inc. Plan.

☐ **Reject** the TWF  
Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TWF Construction, Inc.

**H. Class 2(h) H.N.R. Framing Systems, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against H.N.R. Framing Systems, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept** the H.N.R.  
Framing Systems, Inc.  
Plan.

☐ **Reject** the H.N.R.  
Framing Systems, Inc.  
Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor that Claim is Asserted Against: H.N.R. Framing Systems, Inc.

**I. Class 2(i) SelectBuild Southern California, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Southern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Southern California, Inc.  
Plan.

☐ **Reject** the SelectBuild  
Southern California, Inc.  
Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Southern California, Inc.

**J. Class 2(j) SelectBuild Nevada, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Nevada, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Nevada, Inc. Plan.

☐ **Reject** the SelectBuild  
Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Nevada, Inc.

**K. Class 2(k) SelectBuild Arizona, LLC Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Arizona, LLC in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Arizona, LLC Plan.

☐ **Reject** the SelectBuild  
Arizona, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Arizona, LLC

**L. Class 2(l) SelectBuild Illinois, LLC Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Illinois, LLC in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Illinois, LLC Plan.

☐ **Reject** the SelectBuild  
Illinois, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Illinois, LLC

**Item 3: Voting Assumptions.**

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(l) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(l) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

**Item 4. Certifications and Acknowledgments.** By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 2 Claim or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Approval Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions; and

(e) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

_____
Name of Creditor (Please Print)
_____
Authorized Signature
_____
Name of Signatory
_____
If by Authorized Agent, Name and Title <sup>2</sup>
_____
Street Address
_____
City, State, Zip Code
_____
Telephone Number
_____
Date Completed
_____

**THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.**

**PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

<sup>2</sup> As indicated in the Instructions, evidence of authority must be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.



# **EXHIBIT B-2**

## **Ballots for Class 3**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**BALLOT FOR ACCEPTING OR REJECTING JOINT  
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 3(a), 3(b), 3(c), 3(d), 3(e), 3(f), 3(g), 3(h), 3(i), 3(j), 3(k), and 3(l): L/C LENDER CLAIMS

<p style="text-align:center"><b>HOLDERS OF CLASS 3(a), 3(b), 3(c), 3(d), 3(e), 3(f), 3(g), 3(h), 3(i), 3(j), 3(k), and 3(l) L/C LENDER CLAIMS, YOUR BALLOT MUST BE RECEIVED BY THE BALLOTING AND CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON NOVEMBER 9, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED.</b></p>
--

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Approval Order.

The Plan consists of twelve separate plans of reorganization, one for each Debtor (the "**Subplans**"). If you have claims against more than one Debtor, you may vote on each of the applicable Subplans. Thus, for example, if you have a claim against the Debtor SelectBuild Arizona, LLC and a claim against Debtor Illinois Framing, Inc., you may vote separately with respect to the Illinois Framing, Inc. Plan and the SelectBuild Arizona, LLC Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

<sup>1</sup> 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.

To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' Balloting and Claims Agent by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting and Claims Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your L/C Lender Claim(s) have been placed in Class 3 under the Plan.

### **INSTRUCTIONS**

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. SO THAT IT IS RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON NOVEMBER 9, 2009 (THE "VOTING DEADLINE") AT THE FOLLOWING ADDRESS:

**If sent in the envelope provided  
or otherwise by First Class Mail:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation .  
P.O. Box 9393  
Dublin, OH 43017-4293

**If sent by Overnight Courier  
or Personal Delivery:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

**BALLOT FORM**

**Item 1. Class 3(a), 3 (b), 3(c), 3(d), 3(e), 3(f), 3(g), 3(h), 3(i), 3(j), 3(k), and 3(l) Omnibus L/C Lender Claims Vote.** The undersigned, a holder of L/C Lender Claims against one or more Debtors in the amounts set forth below, votes to (check one box below):

☐ **Accept all Plans.**

☐ **Reject all Plans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

**Item 2.**

**A. Class 3(a) Building Materials Holding Corporation L/C Lender Claims Vote.** The undersigned, a holder of L/C Lender Claims against Building Materials Holding Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the Building  
Materials Holding  
Corporation Plan.**

☐ **Reject the Building  
Materials Holding  
Corporation Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

**B. Class 3(b) BMC West Corporation L/C Lender Claims Vote.** The undersigned, a holder of L/C Lender Claims against BMC West Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the BMC West  
Corporation Plan.**

☐ **Reject the BMC West  
Corporation Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: BMC West Corporation

**C. Class 3(c) SelectBuild Construction, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Construction, Inc. Plan.

☐ **Reject** the SelectBuild  
Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Construction, Inc.

**D. Class 3(d) SelectBuild Northern California, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Northern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Northern California, Inc.  
Plan.

☐ **Reject** the SelectBuild  
Northern California,  
Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Northern California, Inc.

**E. Class 3(e) Illinois Framing, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against Illinois Framing, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept** the Illinois  
Framing, Inc. Plan.

☐ **Reject** the Illinois  
Framing, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Illinois Framing, Inc.

**F. Class 3(f) C Construction, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against C Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the C Construction, Inc. Plan.**

☐ **Reject the C Construction, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: C Construction, Inc.

**G. Class 3(g) TWF Construction, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against TWF Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the TWF Construction, Inc. Plan.**

☐ **Reject the TWF Construction, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TWF Construction, Inc.

**H. Class 3(h) H.N.R. Framing Systems, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against H.N.R. Framing Systems, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the H.N.R. Framing Systems, Inc. Plan.**

☐ **Reject the H.N.R. Framing Systems, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: H.N.R. Framing Systems, Inc.

**I. Class 3(i) SelectBuild Southern California, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Southern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the SelectBuild Southern California, Inc. Plan.**

☐ **Reject the SelectBuild Southern California, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Southern California, Inc.

**J. Class 3(j) SelectBuild Nevada, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Nevada, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Nevada, Inc. Plan.

☐ **Reject** the SelectBuild  
Nevada, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Nevada, Inc.

**K. Class 3(k) SelectBuild Arizona, LLC L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Arizona, LLC in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Arizona, LLC Plan.

☐ **Reject** the SelectBuild  
Arizona, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Arizona, LLC

**L. Class 3(l) SelectBuild Illinois, LLC L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Illinois, LLC in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Illinois, LLC Plan.

☐ **Reject** the SelectBuild  
Illinois, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Illinois, LLC

**Item 3: Voting Assumptions.**

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.



(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(l) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(l) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

**Item 4. Certifications and Acknowledgments.** By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 3 Claim or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Approval Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions; and

(e) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

_____
Name of Creditor (Please Print)
_____
Authorized Signature
_____
Name of Signatory
_____
If by Authorized Agent, Name and Title <sup>2</sup>
_____
Street Address
_____
City, State, Zip Code
_____
Telephone Number
_____
Date Completed
_____

**THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.**

**PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

---

<sup>2</sup> As indicated in the Instructions, evidence of authority **must** be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

# **EXHIBIT B-3**

**Ballots for Class 6**

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

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

**BALLOT FOR ACCEPTING OR REJECTING JOINT  
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 6(a), 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), 6(h), 6(i), 6(j), 6(k), and 6(l): GENERAL UNSECURED CLAIMS**

<b>HOLDERS OF CLASS 6(a), 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), 6(h), 6(i), 6(j), 6(k), and 6(l) GENERAL UNSECURED CLAIMS, YOUR BALLOT MUST BE RECEIVED BY THE BALLOTING AND CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON NOVEMBER 9, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED.</b>
--

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Approval Order.

The Plan consists of twelve separate plans of reorganization, one for each Debtor (the "**Subplans**"). If you have claims against more than one Debtor, you may vote on each of the applicable Subplans. Thus, for example, if you have a claim against the Debtor SelectBuild Arizona, LLC and a claim against Debtor Illinois Framing, Inc., you may vote separately with respect to the Illinois Framing, Inc. Plan and the SelectBuild Arizona, LLC Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class

<sup>1</sup> 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.

or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' Balloting and Claims Agent by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting and Claims Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your General Unsecured Claim(s) have been placed in Class 6 under the Plan.

#### **INSTRUCTIONS**

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN OR TO MAKE THE SMALL UNSECURED CLAIMS CLASS ELECTION. PLEASE SEE C. BELOW REGARDING THE IMPACT OF MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN OR TO MAKE THE SMALL UNSECURED CLAIMS CLASS ELECTION. PLEASE NOTE THAT YOU MAY ONLY MAKE THE SMALL UNSECURED CLAIMS CLASS ELECTION IF YOU MAKE SUCH ELECTION WITH RESPECT TO ALL OF YOUR CLAIMS AGAINST THE DEBTORS, AND THAT BY MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION WITH RESPECT TO ONE OF YOUR CLAIMS YOU WILL BE DEEMED TO HAVE MADE IT WITH RESPECT TO ALL OF YOUR CLAIMS. PLEASE SEE C. BELOW REGARDING THE IMPACT OF MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION.

C. EFFECT OF SMALL UNSECURED CLAIMS CLASS ELECTION. MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION IS VOLUNTARY. BY MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION YOU WILL BE DEEMED TO HAVE AGREED TO REDUCE THE AMOUNT OF YOUR AGGREGATE GENERAL UNSECURED CLAIMS AGAINST THE DEBTORS TO THE LESSER OF (A) THE AMOUNT OF SUCH AGGREGATE CLAIMS AND (B) \$5,000. MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION CONSTITUTES AN ACCEPTANCE OF THE PLAN AND INDICATES YOUR AGREEMENT TO WAIVE CLASS 6 TREATMENT. PURSUANT TO THE PLAN, YOUR CLAIM SHALL BE A CLASS 8 SMALL UNSECURED CLAIM AND, IF ALLOWED, YOU WILL RECEIVE, ON THE DISTRIBUTION DATE, CASH EQUAL TO THE LESSER OF (1) 25% OF THE ALLOWED AMOUNT OF ALL GENERAL UNSECURED CLAIMS YOU HOLD AGAINST ALL DEBTORS (EXCLUDING INTEREST) OR (2) \$1,250; PROVIDED, HOWEVER, THAT THE SMALL UNSECURED CLAIMS CLASS ELECTION SHALL ONLY BE EFFECTIVE UPON ENTRY OF THE CONFIRMATION ORDER AND THE OCCURRENCE OF THE EFFECTIVE DATE.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. **SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.**

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. **SO THAT IT IS RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON NOVEMBER 9, 2009 (THE "VOTING DEADLINE")** AT THE FOLLOWING ADDRESS:

**If sent in the envelope provided  
or otherwise by First Class Mail:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation .  
P.O. Box 9393  
Dublin, OH 43017-4293

**If sent by Overnight Courier  
or Personal Delivery:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

**BALLOT FORM**

**Item 1. Class 6(a), 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), 6(h), 6(i), 6(j), 6(k), and 6(l) Omnibus General Unsecured Claims Vote.** The undersigned, a holder of General Unsecured Claims against one or more Debtors in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Accept all Plans.</b>  | <input type="checkbox"/> <b>Reject all Plans.</b> |
| <br><input type="checkbox"/> <b>Make the Small Unsecured Claims Class Election</b> (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) <b>and Accept All Subplans.</b> |   |

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

**Item 2.**

**A. Class 6(a) Building Materials Holding Corporation General Unsecured Claims Vote.** The undersigned, a holder of General Unsecured Claims against Building Materials Holding Corporation in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Accept the Building Materials Holding Corporation Plan.</b>  | <input type="checkbox"/> <b>Reject the Building Materials Holding Corporation Plan.</b> |
| <br><input type="checkbox"/> <b>Make the Small Unsecured Claims Class Election</b> (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) <b>and Accept All Subplans.</b> |   |

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

**B. Class 6(b) BMC West Corporation General Unsecured Claims Vote.** The undersigned, a holder of General Unsecured Claims against BMC West Corporation in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Accept the BMC West Corporation Plan.</b>   | <input type="checkbox"/> <b>Reject the BMC West Corporation Plan.</b> |
| <br><input type="checkbox"/> <b>Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.</b> |   |

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: BMC West Corporation

**C. Class 6(c) SelectBuild Construction, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Construction, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Accept the SelectBuild Construction, Inc. Plan.</b>   | <input type="checkbox"/> <b>Reject the SelectBuild Construction, Inc. Plan.</b> |
| <br><input type="checkbox"/> <b>Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.</b> |   |

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Construction, Inc.



**D. Class 6(d) SelectBuild Northern California, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Northern California, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept the SelectBuild Northern California, Inc. Plan.**

☐ **Reject the SelectBuild Northern California, Inc. Plan.**

☐ **Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Northern California, Inc.

**E. Class 6(e) Illinois Framing, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against Illinois Framing, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept the Illinois Framing, Inc. Plan.**

☐ **Reject the Illinois Framing, Inc. Plan.**

☐ **Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: Illinois Framing, Inc.

**F. Class 6(f) C Construction, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against C Construction, Inc. in the amounts set forth below, votes to (check one box

below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept the C Construction, Inc. Plan.**

☐ **Reject the C Construction, Inc. Plan.**

☐ **Make the Small Unsecured Claims Class Election** (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) **and Accept All Subplans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: C Construction, Inc.

**G. Class 6(g) TWF Construction, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against TWF Construction, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept the TWF Construction, Inc. Plan.**

☐ **Reject the TWF Construction, Inc. Plan.**

☐ **Make the Small Unsecured Claims Class Election** (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) **and Accept All Subplans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: TWF Construction, Inc.

**H. Class 6(h) H.N.R. Framing Systems, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against H.N.R. Framing Systems, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept the H.N.R.**  
Framing Systems, Inc.  
Plan.

☐ **Reject the H.N.R.**  
Framing Systems, Inc.  
Plan.

☐ **Make the Small Unsecured  
Claims Class Election (to  
reduce the aggregate amount of  
all claims against the Debtors to  
no more than \$5,000 and to be  
treated as member of Class 8)  
and Accept All Subplans.**

**Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT**

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: H.N.R. Framing Systems, Inc.

**I. Class 6(i) SelectBuild Southern California, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Southern California, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept the SelectBuild**  
Southern California, Inc.  
Plan.

☐ **Reject the SelectBuild**  
Southern California, Inc.  
Plan.

☐ **Make the Small Unsecured  
Claims Class Election (to  
reduce the aggregate amount of  
all claims against the Debtors to  
no more than \$5,000 and to be  
treated as member of Class 8)  
and Accept All Subplans.**

**Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT**

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Southern California, Inc.

**J. Class 6(j) SelectBuild Nevada, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Nevada, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept the SelectBuild  
Nevada, Inc. Plan.**

☐ **Reject the SelectBuild  
Nevada, Inc. Plan.**

☐ **Make the Small Unsecured  
Claims Class Election (to  
reduce the aggregate amount of  
all claims against the Debtors to  
no more than \$5,000 and to be  
treated as member of Class 8)  
and Accept All Subplans.**

**Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT**

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Nevada, Inc.

**K. Class 6(k) SelectBuild Arizona, LLC General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Arizona, LLC in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept the SelectBuild  
Arizona, LLC Plan.**

☐ **Reject the SelectBuild  
Arizona, LLC Plan.**

☐ **Make the Small Unsecured  
Claims Class Election (to  
reduce the aggregate amount of  
all claims against the Debtors to  
no more than \$5,000 and to be  
treated as member of Class 8)  
and Accept All Subplans.**

**Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT**

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Arizona, LLC

**L. Class 6(l) SelectBuild Illinois, LLC General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Illinois, LLC in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ **Accept the SelectBuild  
Illinois, LLC Plan.**

☐ **Reject the SelectBuild  
Illinois, LLC Plan.**

- ☐ **Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Illinois, LLC

**Item 3: Voting Assumptions.**

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and

revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(l) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(l) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

**Item 4. Certifications and Acknowledgments.** By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 6 Claim (or, if making the Small Unsecured Claims Class Election, a Class 8 Claim) or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Approval Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions;

(e) if the Small Unsecured Claims Class Election has been made, the undersigned has agreed to waive its treatment as a Class 6 creditor against the Debtors, to accept all applicable Subplans and to reduce its aggregate unsecured claims against the Debtors to no more than \$5,000; and

(f) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

_____
Name of Creditor (Please Print)
_____
Authorized Signature
_____
Name of Signatory
_____
If by Authorized Agent, Name and Title <sup>2</sup>
_____
Street Address
_____
City, State, Zip Code
_____
Telephone Number
_____
Date Completed
_____

**THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.**

**PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

<sup>2</sup> As indicated in the Instructions, evidence of authority **must** be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

# **EXHIBIT B-4**

**Ballots for Class 8**



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

**CLASS 8(a), 8(b), 8(c), 8(d), 8(e), 8(f), 8(g), 8(h), 8(i), 8(j), 8(k), and 8(l): SMALL UNSECURED CLAIMS**

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Approval Order.

The Plan consists of twelve separate plans of reorganization, one for each Debtor (the "***Subplans***"). If you have claims against more than one Debtor, you may vote on each of the applicable Subplans. Thus, for example, if you have a claim against the Debtor SelectBuild Arizona, LLC and a claim against Debtor Illinois Framing, Inc., you may vote separately with respect to the Illinois Framing, Inc. Plan and the SelectBuild Arizona, LLC Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

DB02:8792888.1

To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' Balloting and Claims Agent by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting and Claims Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your Small Unsecured Claim(s) have been placed in Class 8 under the Plan.

### **INSTRUCTIONS**

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. SO THAT IT IS RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON NOVEMBER 9, 2009 (THE "VOTING DEADLINE") AT THE FOLLOWING ADDRESS:

**If sent in the envelope provided  
or otherwise by First Class Mail:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation .  
P.O. Box 9393  
Dublin, OH 43017-4293

**If sent by Overnight Courier  
or Personal Delivery:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

**BALLOT FORM**

**Item 1. Class 8(a), 8(b), 8(c), 8(d), 8(e), 8(f), 8(g), 8(h), 8(i), 8(j), 8(k), and 8(l) Omnibus Small Unsecured Claims Vote.** The undersigned, a holder of Small Unsecured Claims against one or more Debtors in the amounts set forth below, votes to (check one box below):

☐ **Accept all Plans.**

☐ **Reject all Plans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

**Item 2.**

**A. Class 8(a) Building Materials Holding Corporation Small Unsecured Claims Vote.** The undersigned, a holder of Small Unsecured Claims against Building Materials Holding Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the Building  
Materials Holding  
Corporation Plan.**

☐ **Reject the Building  
Materials Holding  
Corporation Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

**B. Class 8(b) BMC West Corporation Small Unsecured Claims Vote.** The undersigned, a holder of Small Unsecured Claims against BMC West Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the BMC West  
Corporation Plan.**

☐ **Reject the BMC West  
Corporation Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: BMC West Corporation

**C. Class 8(c) SelectBuild Construction, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the SelectBuild Construction, Inc. Plan.**

☐ **Reject the SelectBuild Construction, Inc. Plan.**

**Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT**

**Debtor that Claim is Asserted Against: SelectBuild Construction, Inc.**

**D. Class 8(d) SelectBuild Northern California, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Northern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the SelectBuild Northern California, Inc. Plan.**

☐ **Reject the SelectBuild Northern California, Inc. Plan.**

**Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT**

**Debtor that Claim is Asserted Against: SelectBuild Northern California, Inc.**

**E. Class 8(e) Illinois Framing, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against Illinois Framing, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the Illinois Framing, Inc. Plan.**

☐ **Reject the Illinois Framing, Inc. Plan.**

**Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT**

**Debtor that Claim is Asserted Against: Illinois Framing, Inc.**

**F. Class 8(f) C Construction, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against C Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the C Construction, Inc. Plan.**

☐ **Reject the C Construction, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: C Construction, Inc.

**G. Class 8(g) TWF Construction, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against TWF Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the TWF Construction, Inc. Plan.**

☐ **Reject the TWF Construction, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TWF Construction, Inc.

**H. Class 8(h) H.N.R. Framing Systems, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against H.N.R. Framing Systems, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the H.N.R. Framing Systems, Inc. Plan.**

☐ **Reject the H.N.R. Framing Systems, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: H.N.R. Framing Systems, Inc.

**I. Class 8(i) SelectBuild Southern California, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Southern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept the SelectBuild Southern California, Inc. Plan.**

☐ **Reject the SelectBuild Southern California, Inc. Plan.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Southern California, Inc.

**J. Class 8(j) SelectBuild Nevada, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Nevada, Inc. in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Nevada, Inc. Plan.

☐ **Reject** the SelectBuild  
Nevada, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Nevada, Inc.

**K. Class 8(k) SelectBuild Arizona, LLC Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Arizona, LLC in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Arizona, LLC Plan.

☐ **Reject** the SelectBuild  
Arizona, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Arizona, LLC

**L. Class 8(l) SelectBuild Illinois, LLC Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Illinois, LLC in the amounts set forth below, votes to (check one box below):

☐ **Accept** the SelectBuild  
Illinois, LLC Plan.

☐ **Reject** the SelectBuild  
Illinois, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor that Claim is Asserted Against: SelectBuild Illinois, LLC

**Item 3: Voting Assumptions.**

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(l) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(l) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

**Item 4. Certifications and Acknowledgments.** By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 8 Claim or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Approval Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions;

(e) the undersigned's aggregate general unsecured claims against the Debtors is \$5,000 or less or, if greater than \$5,000, the undersigned has agreed to reduce its aggregate unsecured claims against the Debtors to \$5,000; and



(f) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

Name of Creditor (Please Print)
Authorized Signature
Name of Signatory
If by Authorized Agent, Name and Title <sup>2</sup>
Street Address
City, State, Zip Code
Telephone Number
Date Completed

**THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.**

**PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

<sup>2</sup> As indicated in the Instructions, evidence of authority must be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

# **EXHIBIT C**

## **Non-Voting Holder Notice**

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

<b>IN RE:</b>	)	<b>Chapter 11</b>
	)	
<b>BUILDING MATERIALS HOLDING CORPORATION, et al.,<sup>1</sup></b>	)	<b>Case No. 09-12074 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	
	)	<b>Confirmation Objection</b>
	)	<b>Deadline: November 9, 2009 at 4:00 p.m. (ET)</b>
	)	<b>Confirmation Hearing: November 19, 2009 at 11:00 a.m. (ET)</b>

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) HEARING TO CONSIDER  
CONFIRMATION OF PLAN, AND (III) DEADLINE FOR FILING  
OBJECTIONS TO CONFIRMATION OF PLAN  
(Non-Voting Holding Notice)**

**TO: ALL UNIMPAIRED CREDITORS OF THE DEBTORS, AND  
CREDITORS OR INTEREST HOLDERS NOT ENTITLED TO VOTE ON PLAN**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

**APPROVAL OF DISCLOSURE STATEMENT**

1. By order dated October 7, 2009 (the "**Disclosure Statement Order**"), the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") approved the *Disclosure Statement with Respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Disclosure Statement**") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**").

**CONFIRMATION HEARING**

2. On November 19, 2009 at 11:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "**Confirmation Hearing**") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Plan**").<sup>2</sup> The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

**ENTITLEMENT TO VOTE ON PLAN**

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of impaired claims against the Debtors are entitled to vote on the Plan. However, holders of unimpaired claims against the Debtors are deemed to have accepted the Plan and are not entitled to vote on the Plan. Similarly, holders of claims against, and equity interests in, the Debtors that will receive no distribution under the Plan are deemed to have rejected the Plan and are not entitled to vote on

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

the Plan.

4. October 7, 2009 has been established by the Bankruptcy Court as the record date for determining the creditors and interest holders entitled to receive solicitation or notice materials for the Plan.

5. You are receiving this Notice because you are either an unimpaired creditor or a creditor or equity holder of the Debtors who will receive no distribution under the Plan and, therefore, not entitled to vote on the Plan.

#### **SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS**

The Plan proposes to modify the rights of certain creditors and equity holders of the Debtors. The Plan establishes the following classes of Claims and Interests with the following treatment:

<b>Class</b>	<b>Type of Claim or Interest</b>	<b>Treatment of Claim/Interest</b>	<b>Projected Recovery Under the Plan</b>
Unclassified	Administrative Expense Claims, including Claims under DIP Facility	These Claims are Unimpaired. The Plan provides for payment of Allowed Administrative Expense Claims in full in Cash.	100%
Unclassified	Professional Compensation Claims	These Claims are Unimpaired. The Plan provides for payment of each Allowed Professional Compensation Claim in full in Cash.	100%
Unclassified	Priority Tax Claims	These Claims are Unimpaired. The Plan provides that each Holder of an Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.	100%
1(a)-(I)	Other Priority Claims	Claims in these Classes are Unimpaired. The Plan provides for payment of each Allowed Other Priority Claim in full in Cash.	100%
2(a)-(I)	Funded Lender Claims	Claims in these Classes are Impaired. Each Holder of an Allowed Funded Lender Claim shall, in full satisfaction, release, and discharge of and in exchange for such Claim, receive (i) the Funded Lender's Share of Sale Cash Collateral Excess Proceeds Account Effective Date Amount as to such Claim, (ii) a Term Note issued by Reorganized BMHC under the Term Loan Credit Agreement in an original principal amount equal to the Maximum Funded Lenders Term Note Cap multiplied by such Holder's Pro Rata share of all Allowed Funded Lender Claims, and (iii) its Pro Rata share of the Reorganized BMHC Equity Interest Funded Lender Issuance, subject to dilution by (a) any Reorganized BMHC Equity Interests issued on the Effective Date and from time to time thereafter to the Holders of Allowed L/C Lender Claims and (b) any Reorganized BMHC Equity Interests issued after the Effective Date in respect of the Long Term Incentive Plan.	72.4% <sup>1</sup>
3(a)-(I)	L/C Lender Claims	Claims in these Classes are Impaired. Allowed L/C Lender Claims shall be treated as follows: From and after the Effective Date, obligations of the Prepetition L/C Lenders (whether Wells Fargo Bank, N.A. ("WFB"), as the letter of credit issuer under the Prepetition Credit Agreement, or the Prepetition Revolving Lenders in respect of their several reimbursement obligations to WFB arising under the Prepetition Credit Agreement) shall	NA

<sup>1</sup> Assumes no draws on Prepetition Letters of Credit, which the Debtors do not anticipate.

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p>continue to be governed by the lender reimbursement provisions of the Prepetition Credit Agreement. Reorganized BMHC shall have no obligations whatsoever in respect of the letter of credit reimbursement obligations arising in respect of the Prepetition Letters of Credit, except (a) the Holders of Allowed L/C Lender Claims shall be entitled to the L/C Lender Fee and (b) as expressly set forth in Section 4.3.2.2 of the Plan. All Liens with respect to the Prepetition Credit Agreement shall be released, discharged and extinguished.</p> <p>To the extent any Allowed L/C Lender Claim is liquidated on or after the Petition Date, each Holder of an Allowed L/C Lender Claim shall, in full satisfaction, release, and discharge of and in exchange for the Liquidated L/C Amount of such Claim, receive the following on the Effective Date and thereafter from time to time if, as and when Allowed L/C Lender Claims are liquidated:</p> <p>(A) a Term Note issued by Reorganized BMHC under the Term Loan Credit Agreement in an original principal amount equal to the Maximum L/C Lenders Term Note Cap multiplied by the ratio (expressed as a percentage) that such Liquidated L/C Amount of such Claim bears to the aggregate amount of all Allowed L/C Lender Claims; and</p> <p>(B) with respect to any Allowed L/C Lender Claim liquidated from and after the Petition Date through the Effective Date, its Pro Rata share of the Reorganized BMHC Equity Interest L/C Lender Issuance, subject to dilution by (a) the Reorganized BMHC Equity Interests issued on the Effective Date to the Holders of Allowed Funded Lender Claims, (b) any Reorganized BMHC Equity Interests issued from time to time after the Effective Date to the Holders of Allowed L/C Lender Claims and (c) any BMHC Equity Interests issued after the Effective Date in respect of the Long Term Incentive Plan; and</p> <p>(C) with respect to any Allowed L/C Lender Claims liquidated after the Effective Date, an amount of the Reorganized BMHC Equity Interests, rounded to the nearest whole number, equal to the Liquidated L/C Amount of such Claim multiplied by the L/C Lender Claim Equity Conversion Ratio, subject to dilution by any Reorganized BMHC Equity Interests issued after the Effective Date in respect of the Long Term Incentive Plan; and</p> <p>(D) On the Effective Date only, the L/C Lender's Share of the Sale Cash Collateral Excess Proceeds Account Effective Date Amount as to such Liquidated L/C Amount of such Claim on the Effective Date.</p> <p>If, and only to the extent, a Prepetition L/C Lender fails to reimburse in full WFB in respect of its reimbursement obligation to WFB arising under the Prepetition Credit Agreement, WFB shall be entitled to receive the distribution described above which would otherwise be payable to such defaulting Prepetition L/C Lender.</p>	

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p>Prepetition Letters of Credit shall not be used by the Reorganized Debtors to collateralize obligations that do not exist as of the Effective Date; <i>provided, however</i>, that notwithstanding the foregoing, Prepetition Letters of Credit shall continue to collateralize all obligations under Insurance Policies and Agreements and/or performance bonds (and any agreements, documents or instruments relating thereto) secured by such Prepetition Letters of Credit, whether such obligations exist as of the Effective Date or arise thereafter; and such Prepetition Letters of Credit and obligations shall survive the Effective Date unaffected and unaltered by the Plan. No issuer of Prepetition Letters of Credit shall have any obligation to renew a Prepetition Letter of Credit for a period beyond the Maturity Date under the Term Loan Credit Agreement (as such term is defined therein); provided that this sentence shall not impair or affect the rights of any beneficiary under any Prepetition Letter of Credit.</p> <p>Allowed L/C Lender Claims or any portion thereof that are not liquidated prior to the occurrence of the Maturity Date of the Term Loan Credit Agreement shall be extinguished, and any outstanding Prepetition Letters of Credit at that time shall be cancelled and replaced by the Reorganized Debtors as and to the extent necessary in accordance with their business judgment.</p>	
4(a)-(I)	Other Secured Claims	Claims in these Classes are Unimpaired. Each Allowed Other Secured Claim, including secured tax claims, shall be reinstated or otherwise rendered unimpaired. Allowed secured tax claims may be treated in accordance with the terms set forth in section 1129(a)(9)(D) of the Bankruptcy Code and any interest required to be paid on Allowed secured tax claims will be paid in accordance with section 511 of the Bankruptcy Code.	100%
5(a)-(I)	L/C General Unsecured Claims	Claims in these Class are Unimpaired. Except to the extent that a Holder of an L/C General Unsecured Claim agrees to a less favorable treatment, each L/C General Unsecured Claim shall be reinstated, paid in full, or otherwise rendered Unimpaired and the applicable Reorganized Debtors shall remain liable for the L/C General Unsecured Claim, whether no existing or hereafter arising.	100%
6(a)	General Unsecured Claims against BMHC	Claims in this Class are Impaired. If Class 6(a) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against BMHC shall receive its Pro Rata share of the BMHC Unsecured Distribution. The BMHC Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against BMHC bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against BMHC shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed	<p>9.9%</p> <p>(If Class Votes to Accept)</p> <p>-or-</p> <p>0%</p> <p>(If Class Votes to Reject)</p>

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p>General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(a) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against BMHC shall be cancelled and discharged without any distribution</p>	
6(b)	General Unsecured Claims against BMC West	<p>Claims in this Class are Impaired. If Class 6(b) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against BMC West shall receive its Pro Rata share of the BMC West Unsecured Distribution. The BMC West Unsecured Distribution means a distribution from the available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against BMC West bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against BMC West shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(b) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against BMC West shall be cancelled and discharged without any distribution</p>	<p>9.9%</p> <p>(If Class Votes to Accept)</p> <p>-or-</p> <p>0%</p> <p>(If Class Votes to Reject)</p>
6(c)	General Unsecured Claims against SelectBuild Construction	<p>Claims in this Class are Impaired. If Class 6(c) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Construction shall receive its Pro Rata share of the SelectBuild Construction Unsecured Distribution. The SelectBuild Construction Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Construction bears to the aggregate</p>	<p>9.9%</p> <p>(If the Class Votes to Accept)</p> <p>-or-</p> <p>0%</p>



Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p>amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Construction shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(c) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Construction shall be cancelled and discharged without any distribution</p>	(If the Class Votes to Reject)
6(d)	General Unsecured Claims against SelectBuild Northern California	<p>Claims in this Class are Impaired. If Class 6(d) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Northern California shall receive its Pro Rata share of the SelectBuild Northern California Unsecured Distribution. The SelectBuild Northern California Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Northern California bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Northern California shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(d) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Northern California shall be cancelled and discharged without any distribution</p>	<p>9.9% (If the Class Votes to Accept)</p> <p>-or-</p> <p>0% (If the Class Votes to Reject)</p>

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
6(e)	General Unsecured Claims against Illinois Framing	<p>Claims in this Class are Impaired. If Class 6(e) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against Illinois Framing shall receive its Pro Rata share of the Illinois Framing Unsecured Distribution. The Illinois Framing Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against Illinois Framing bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against Illinois Framing shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(e) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against Illinois Framing shall be cancelled and discharged without any distribution</p>	<p>9.9% (If the Class Votes to Accept)</p> <p>-or-</p> <p>0% (If the Class Votes to Reject)</p>
6(f)	General Unsecured Claims against C Construction	<p>Claims in this Class are Impaired. If Class 6(f) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against C Construction shall receive its Pro Rata share of the C Construction Unsecured Distribution. The C Construction Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against C Construction bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against C Construction shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan</p>	<p>9.9% (If the Class Votes to Accept)</p> <p>-or-</p> <p>0% (If the Class Votes to Reject)</p>

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.  If Class 6(f) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against C Construction shall be cancelled and discharged without any distribution	
6(g)	General Unsecured Claims against TWF Construction	Claims in this Class are Impaired. If Class 6(g) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against TWF Construction shall receive its Pro Rata share of the TWF Construction Unsecured Distribution. The TWF Construction Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against TWF Construction bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against TWF Construction shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.  If Class 6(g) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against TWF Construction shall be cancelled and discharged without any distribution	9.9%  (If the Class Votes to Accept)  -or-  0%  (If the Class Votes to Reject)
6(h)	General Unsecured Claims against SelectBuild H.N.R. Framing Systems	Claims in this Class are Impaired. If Class 6(h) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against H.N.R. Framing Systems shall receive its Pro Rata share of the H.N.R. Framing Systems Unsecured Distribution. The H.N.R. Framing Systems Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against H.N.R. Framing Systems bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against H.N.R. Framing Systems shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General	9.9%  (If the Class Votes to Accept)  -or-  0%  (If the Class Votes to Reject)

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p>Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(h) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against H.N.R. Framing Systems shall be cancelled and discharged without any distribution</p>	
6(i)	General Unsecured Claims against SelectBuild Southern California	<p>Claims in this Class are Impaired. If Class 6(i) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Southern California shall receive its Pro Rata share of the SelectBuild Southern California Unsecured Distribution. The SelectBuild Southern California Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Southern California bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Southern California shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(i) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Southern California shall be cancelled and discharged without any distribution</p>	<p>9.9% (If the Class Votes to Accept)</p> <p>-or-</p> <p>0% (If the Class Votes to Reject)</p>
6(j)	General Unsecured Claims against SelectBuild Nevada	<p>Claims in this Class are Impaired. If Class 6(j) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Nevada shall receive its Pro Rata share of the SelectBuild Nevada Unsecured Distribution. The SelectBuild Nevada Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against</p>	<p>9.9% (If the Class Votes to Accept)</p> <p>-or-</p> <p>0%</p>

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p>SelectBuild Nevada bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Nevada shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(j) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Nevada shall be cancelled and discharged without any distribution</p>	(If the Class Votes to Reject)
6(k)	General Unsecured Claims against SelectBuild Arizona	<p>Claims in this Class are Impaired. If Class 6(k) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Arizona shall receive its Pro Rata share of the SelectBuild Arizona Unsecured Distribution. The SelectBuild Arizona Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Arizona bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Arizona shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(k) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Arizona shall be cancelled and discharged without any distribution</p>	<p>9.9%</p> <p>(If the Class Votes to Accept)</p> <p>-or-</p> <p>0%</p> <p>(If the Class Votes to Reject)</p>

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
6(l)	General Unsecured Claims against SelectBuild Illinois	<p>Claims in this Class are Impaired. If Class 6(l) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Illinois shall receive its Pro Rata share of the SelectBuild Illinois Unsecured Distribution. The SelectBuild Illinois Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Illinois bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Illinois shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(l) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Illinois shall be cancelled and discharged without any distribution</p>	<p>9.9% (If the Class Votes to Accept)</p> <p>-or-</p> <p>0% (If the Class Votes to Reject)</p>
7(a)-(l)	Intercompany Claims	Claims in these Classes are Unimpaired. To preserve the Debtors' corporate structure, Intercompany Claims may be reinstated as of the Effective Date or, at the Debtors' or Reorganized Debtors' option, be cancelled, and no distributions shall be made on account of such Claims.	100%
8(a)-(l)	Small Unsecured Claims	Claims in these Classes are Impaired. Each Holder of a Small Unsecured Claim shall receive, in full satisfaction, release and discharge of and in exchange for all Allowed General Unsecured claims held by such Holder against all Debtors, Cash equal to the lesser of (i) 25% of the Allowed Amount of all Allowed General Unsecured Claims held by such Holder against all Debtors (excluding any interest) or (ii) \$1,250; provided, however, that the Small Unsecured Claims Class Election shall only be effective upon the Confirmation Order and the occurrence of the Effective Date.	25%
9(a)	Interests in BMHC	Interests in this Class are Impaired. All Interests in BMHC shall be cancelled without further distribution.	NA
9(b)-(l)	Other Interests	Interests in these Classes are Unimpaired. Intercompany Interests in each of BMC West, SelectBuild Construction, SelectBuild Northern California, Illinois Framing, C Construction, TWF Construction, H.N.R. Framing Systems, SelectBuild Southern	NA

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		California, SelectBuild Nevada, SelectBuild Arizona and SelectBuild Illinois shall be reinstated for the benefit of the Holders thereof.	
10(a)-(l)	Section 510(b) Claims	Claims in these Classes are Impaired. All Section 510(b) Claims shall be cancelled and discharged without further distribution.	0%

### **EXCULPATION, INJUNCTIONS AND RELEASES**

6. The Plan contains the exculpation, injunction and release provisions set forth below:

**9.2.1. Releases by the Debtors.** As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacity and as debtors in possession will be deemed to release and forever waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between and Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

**9.2.2. Certain Waivers.** Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of Section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

**§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

**EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.**

**9.2.3. Releases by Holders of Claims and Interests.** Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have to released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations (except Cure Claims that have not been timely filed) of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any obligation under any assumed contract or lease or any Prepetition Letters of Credit.

**9.2.4. Exculpation.** On and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party is hereby released from, any claim, cause of action, or liability to any other Exculpated Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the administration of the Plan and/or the property to be distributed under the Plan, except for claims, causes of action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Debtors, the Estates, the Committee, WFB, the Prepetition Lenders, the DIP Lenders, and their respective officers, directors, employees, members, attorneys, crisis managers, financial advisors, and professionals, shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. No provision of the Plan, the Disclosure Statement, or the Confirmation Order shall be deemed to act upon or release any claims, Causes of Action or liabilities that the Debtors, the Estates, or any party in interest may have against or to any Person for any act, omission, or failure to act that occurred prior to the Petition Date other than in connection with the preparation and filing of the Chapter 11 Cases, nor shall any provision of the Plan or the Confirmation Order be deemed to act to release any Avoidance Actions.

**9.2.5. Injunction Related to Releases.** To the fullest extent allowed by law, and except as otherwise provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released or exculpated pursuant to Section 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with



the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

#### **DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN**

7. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Confirmation Objection Deadline**") with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be **actually received on or before the Confirmation Objection Deadline**, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (iii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iv) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (v) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

## **COPIES OF PLAN AND DISCLOSURE STATEMENT**

8. The Disclosure Statement and the Plan are on file with the clerk of the Bankruptcy Court, and copies of the same may be obtained by parties in interest from the Debtors' balloting agent in connection with the Plan, The Garden City Group, Inc., by mail Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, by telephone at 1-866-364-4266, or on the internet at (<http://www.bmhcrestructuring.com/>). Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801, or viewed on the Internet at the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

Dated: Wilmington, Delaware  
October \_\_, 2009

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Attorneys for Debtors and Debtors in Possession

# **EXHIBIT D**

## **Publication Notice of Confirmation Hearing**

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

<b>IN RE:</b>	)	<b>Chapter 11</b>
	)	
<b>BUILDING MATERIALS HOLDING CORPORATION, et al.,<sup>1</sup></b>	)	<b>Case No. 09-12074 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	
	)	<b>Voting Deadline and Confirmation Objection</b>
	)	<b>Deadline: November 9, 2009 at 4:00 p.m. (ET)</b>
	)	<b>Confirmation Hearing: November 19, 2009 at 11:00 a.m. (ET)</b>

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING  
ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND  
(IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN**

**TO: HOLDERS OF CLAIMS IN CLASSES 2(a)-(I), 3(a)-(I), 6(a)-(I) AND 8(a)-(I)**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. YOUR VOTE IS BEING SOLICITED IN CONNECTION WITH THE *JOINT PLAN OF REORGANIZATION FOR THE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE AMENDED OCTOBER 1, 2009* (INCLUDING ALL EXHIBITS THERETO AND AS AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN").<sup>2</sup> YOU SHOULD CAREFULLY REVIEW THE INFORMATION AND MATERIAL SET FORTH IN THE DISCLOSURE STATEMENT (AS DEFINED BELOW) (AND IN THE EXHIBITS ATTACHED THERETO) TO MAKE AN INDEPENDENT DETERMINATION AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. The Disclosure Statement and the Plan are on file with the clerk of the Bankruptcy Court, and copies of the same (and an appropriate Ballot) may be obtained by parties in interest from the Debtors' balloting agent in connection with the Plan, The Garden City Group, Inc., by mail Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, by telephone at 1-866-364-4266, or on the internet at (<http://www.bmhcrestructuring.com>). Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801, or viewed on the Internet at the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

**APPROVAL OF DISCLOSURE STATEMENT**

2. By order dated October 7, 2009 (the "*Disclosure Statement Approval Order*"), the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") approved the *Disclosure Statement with respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "*Disclosure Statement*") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "*Bankruptcy Code*").

<sup>1</sup> 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.

<sup>2</sup> All capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Plan.

### **DEADLINE FOR VOTING ON THE PLAN**

3. By the Disclosure Statement Approval Order, the Bankruptcy Court established **November 9, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the "***Voting Deadline***") as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, your original ballot (which is enclosed herewith) must actually be **received** on or before the Voting Deadline by GCG at the following address: (i) by first class mail, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (ii) by overnight mail or hand delivery, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **Ballots cast by facsimile, email or other electronic transmission will not be counted.**

### **CONFIRMATION HEARING**

4. On **November 19, 2009 at 11:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the "***Confirmation Hearing***") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the Plan, as the same may be amended, modified or supplemented from time to time, and for such other and further relief as may be just and proper. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

### **EXCULPATION, INJUNCTIONS AND RELEASES**

5. The Plan contains the exculpation, injunction and release provisions set forth below:

**9.2.1. Releases by the Debtors.** As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacity and as debtors in possession will be deemed to release and forever waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between and Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

**9.2.2. Certain Waivers.** Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of Section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

**§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

**EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.**

**9.2.3. Releases by Holders of Claims and Interests.** Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations (except Cure Claims that have not been timely filed) of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any obligation under any assumed contract or lease or any Prepetition Letters of Credit.

**9.2.4. Exculpation.** On and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party is hereby released from, any claim, cause of action, or liability to any other Exculpated Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the administration of the Plan and/or the property to be distributed under the Plan, except for claims, causes of action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality

of the foregoing, the Debtors, the Estates, the Committee, WFB, the Prepetition Lenders, the DIP Lenders, and their respective officers, directors, employees, members, attorneys, crisis managers, financial advisors, and professionals, shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. No provision of the Plan, the Disclosure Statement, or the Confirmation Order shall be deemed to act upon or release any claims, Causes of Action or liabilities that the Debtors, the Estates, or any party in interest may have against or to any Person for any act, omission, or failure to act that occurred prior to the Petition Date other than in connection with the preparation and filing of the Chapter 11 Cases, nor shall any provision of the Plan or the Confirmation Order be deemed to act to release any Avoidance Actions.

**9.2.5. Injunction Related to Releases.** To the fullest extent allowed by law, and except as otherwise provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released or exculpated pursuant to Section 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

#### **DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN**

6. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "Confirmation Objection Deadline") with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be **actually received on or before the Confirmation Objection Deadline**, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844

King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

Dated: Wilmington, Delaware  
October \_\_, 2009

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

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Attorneys for Debtors and Debtors in Possession



# **EXHIBIT E**

## **Cure Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:	) Chapter 11
	)
BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , <sup>1</sup>	) Case No. 09-12074 (KJC)
	)
Debtors.	) Jointly Administered
	)
	) Cure Objection Deadline: November 9, 2009 at 4:00 p.m. (ET)
	)

**NOTICE OF (I) POSSIBLE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES,  
(II) FIXING OF CURE AMOUNTS IN CONNECTION THEREWITH, AND  
(III) DEADLINE TO OBJECT THERETO**

PLEASE TAKE NOTICE that on July 13, 2009, Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), filed in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") the Debtors' Motion for an Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, including (A) Approving the Form and Manner of Distribution of Solicitation Packages, (B) Approving the Form and Notice of the Confirmation Hearing, (C) Establishing a Record Date and Approving Procedures for Distribution of Solicitation Packages, (D) Approving Forms of Ballots, (E) Establishing the Deadline for Receipt of Ballots, and (F) Approving the Procedures for Vote Tabulations; (III) Establishing the Deadline and Procedures for Filing Objections to (A) Confirmation of the Plan, and (B) Proposed Cure Amounts Related to Contracts and Leases Assumed under the Plan; and (IV) Granting Related Relief (the "**Solicitation Procedures Motion**"). Pursuant to the Solicitation Procedures Motion, the Debtors sought Bankruptcy Court approval of, among other things, certain procedures for the fixing of Cure Amounts (as defined below) in connection with the Debtors' potential assumption of certain executory contracts and unexpired leases (each, a "**Contract**," and collectively, the "**Contracts**") pursuant to the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Plan**"),<sup>2</sup> and the deadline to object to Cure Amounts and the Debtors' potential assumption of the Contracts under the Plan.

PLEASE TAKE FURTHER NOTICE that on the schedule attached hereto as **Exhibit 1**, the Debtors have indicated the amounts (in each instance, the "**Cure Amount**") that the Debtors believe must be paid to you, as the non-Debtor party to the Contract(s) scheduled on **Exhibit 1**, in order to cure all monetary defaults under the respective Contract(s) in the event that the Debtors, in their sole discretion, assume any such Contract(s).

PLEASE TAKE FURTHER NOTICE that if you object to the Cure Amount for any Contract scheduled on **Exhibit 1**, whether or not you have previously filed a proof of claim in these chapter 11 cases with respect to amounts due under the applicable Contract, or object to the proposed assumption of such Contract under the Plan, you are required to file and serve an objection (an "**Objection**"), in writing, setting forth with specificity any and all cure obligations that you assert must be cured or satisfied in respect of the Contract and/or any and all objections to the potential assumption of such Contract, together with all documentation supporting such Objection. Any objections must be filed on or before **November 9, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the "**Cure Objection Deadline**") with the clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 together with proof of service, and served, in a manner as will cause such objection to be actually received on or before the Cure Objection Deadline, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.).

**PLEASE TAKE FURTHER NOTICE** that if an Objection is timely filed and not settled, the Court shall determine the amount of any disputed Cure Amount or adjudicate such Objection at a hearing to be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 at the time of the hearing to consider confirmation of the Plan (November 19, 2009 at 11:00 a.m. (prevailing Eastern Time)) (the "**Confirmation Hearing**"), or such other hearing date to which the Debtors and you may mutually agree and/or the Court may order. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so, and the Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE** that in the event that no Objection is timely filed with respect to a Contract, you shall be deemed to have consented to the assumption of the Contract and the Cure Amount and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**"), or otherwise with respect to the Contract from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Objection is filed with respect to a Contract, upon the effective date of the Plan, the Reorganized Debtors and you shall enjoy all of the rights and benefits under the Contract without the necessity of obtaining any party's written consent to the Debtors' assumption of the Contract, and you shall be deemed to have waived any right to object, consent, condition, or otherwise restrict the Debtors' assumption of the Contract.

**PLEASE TAKE FURTHER NOTICE** that if you agree with the assumption of your Contract and the Cure Amount indicated, you need not take any further action.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of a Contract on *Exhibit 1* (a) is without prejudice to any of the Debtors' rights to modify their election to assume or to reject such Contract prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming such Contract assumed or rejected, (b) is not a final determination that such Contract will, in fact, be assumed, and (c) shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Dated: Wilmington, Delaware  
October \_\_, 2009

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**  
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Attorneys for Debtors and Debtors in Possession

**EXHIBIT 1**  
**TO CURE NOTICE**

Description of Assumed Contract	Cure Amount

**EXHIBIT 2**

**Blackline of Revised Solicitation Materials**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:	)	
	)	Chapter 11
BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 09-12074 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Ref. Docket No. <u>Nos.</u> _____
	)	

**ORDER (I) APPROVING THE DISCLOSURE STATEMENT; (II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN, INCLUDING (A) APPROVING THE FORM AND MANNER OF DISTRIBUTION OF SOLICITATION PACKAGES, (B) APPROVING THE FORM AND MANNER OF NOTICE OF THE CONFIRMATION HEARING, (C) ESTABLISHING A RECORD DATE AND APPROVING PROCEDURES FOR DISTRIBUTION OF SOLICITATION PACKAGES, (D) APPROVING FORMS OF BALLOTS, (E) ESTABLISHING THE DEADLINE FOR RECEIPT OF BALLOTS, AND (F) APPROVING THE PROCEDURES FOR VOTE TABULATIONS; (III) ESTABLISHING THE DEADLINE AND PROCEDURES FOR FILING OBJECTIONS TO (A) CONFIRMATION OF THE PLAN, AND (B) PROPOSED CURE AMOUNTS RELATED TO CONTRACTS AND LEASES ASSUMED UNDER THE PLAN; AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "*Motion*") of Building Materials Holding Corporation and certain of its affiliates, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to sections 1125 and 1126 of the Bankruptcy Code,<sup>2</sup> Bankruptcy Rules 2002, 3016, 3017, and 3020 and Local Rules 3017-1(a) and 3017-1(b), for entry of an order (i) approving the Disclosure Statement; (ii) establishing procedures for solicitation and tabulation of

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

votes to accept or reject the Plan, including (a) approving the form and manner of distribution of the solicitation packages, (b) approving the form and manner of notice of the Confirmation Hearing, (c) establishing a record date and approving procedures for distributing solicitation packages, (d) approving the forms of ballots, (e) establishing the deadline for the receipt of ballots, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing the deadline and procedures for filing objections to (a) confirmation of the Plan and (b) proposed cure amounts for executory contracts and unexpired leases that may be assumed as part of the Plan; (iv) granting related relief, all as set forth in the Motion; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. sections 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances; and the Court having reviewed the Motion and having considered the statements in support of the relief requested therein at a hearing before the Court (the "*Hearing*"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED:**

1. The Motion is granted as set forth below.
2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and any objections to the adequacy of the information contained in the Disclosure Statement not otherwise consensually resolved are overruled.

3. The Debtors shall mail or caused to be mailed to holders of Claims entitled to vote on the Plan ~~no later than August 4, 2009, within 5 days of entry of this Order.~~ a solicitation package containing: (a) written notice (the "**Confirmation Hearing Notice**"), substantially in the form annexed to the Motion ~~hereto~~ as **Exhibit BA**, of (i) the Court's approval of the Disclosure Statement, (ii) the deadline for voting on the Plan, (iii) the date of the Confirmation Hearing, and (iv) the deadline and procedures for filing objections to confirmation of the Plan, which Confirmation Hearing Notice is approved; (b) the Plan (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion); (c) the Disclosure Statement, substantially in the form approved by the Court (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion); (d) the appropriate ballot (substantially in the form annexed to the Motion ~~hereto~~ as **Exhibits CB-1** through **CB-4**) and ballot return envelope; and (e) such other information as the Court may direct or approve (collectively, the "**Solicitation Package**"). The Debtors shall send to each impaired creditor entitled to vote on the Subplans (a) only the Solicitation Package appropriate for the class applicable to such creditor, and (b) only one Solicitation Package even if such creditor has Claims against more than one of the Debtors. The Solicitation Package and the manner of service of the Solicitation Package satisfies the requirements of Bankruptcy Rule 3017(d).

4. The Debtors shall mail or cause to be mailed to each of the known counterparties to the Contracts and Leases a Confirmation Hearing Notice and the Disclosure Statement and Plan (either by paper copy or in "pdf" format on a CD-Rom, at the Debtors' discretion).

5. Pursuant to Bankruptcy Rule 3017(d), the Debtors are not required to transmit a Solicitation Package to the Non-Voting Parties. ~~By August 4, 2009, Within 5 days of entry of this~~



Order, the Debtors shall mail or cause to be mailed to each Non-Voting Party the Non-Voting Holder Notice substantially in the form annexed to the ~~Motion hereto~~ as ***Exhibit DC***.

6. The Debtors shall publish notice (the "***Publication Notice***"), substantially in the form annexed to the ~~Motion hereto~~ as ***Exhibit ED***, in the national edition of the *Wall Street Journal*, regional English and Spanish language papers in Las Vegas, Los Angeles, and Phoenix, and English language publications in Miami and Fort Lauderdale within 10 days after the entry of this Order.

7. ~~July 29, October 7, 2009~~ is established as the record date (the "***Record Date***") for the purposes of determining the creditors and interest holders entitled to receive the Solicitation Package or the Non-Voting Holder Notice, as applicable.

8. The Garden City Group, Inc. ("***GCG***" or the "***Balloting and Claims Agent***") shall tabulate the ballots and certify to the Court the results of the balloting.

9. The Debtors are permitted to dispense with the mailing of Solicitation Packages or Non-Voting Holder Notices to addresses and entities to which the notice of the Disclosure Statement Hearing was returned by the United States Postal Service as undeliverable, unless the Debtors are provided with an accurate address.

10. The Ballots, substantially in the form annexed to the ~~Motion hereto~~ as ***Exhibits CB-1*** through ***CB-4***, are hereby approved.

11. All Ballots must be properly executed, completed and delivered to the Balloting and Claims Agent at (A) The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, if by first class mail, or (B) The Garden City Group, Inc., Attn: Building Materials Holding Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017, if by overnight mail or hand-delivery, so that the Ballots are received on or

before ~~August 31, 2009~~ November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Voting Deadline**"), unless extended by the Debtors. Ballots cast by facsimile, email, or other electronic transmission will not be counted unless approved in advance by the Debtors in writing.

12. For purposes of voting on the Plan, the amount of a claim held by a creditor shall be determined pursuant to the following guidelines:

- (a) The claim listed in a Debtor's schedule of liabilities, provided that (i) such claim is not scheduled as contingent, unliquidated, undetermined, or disputed, and (ii) no Proof of Claim<sup>3</sup> has been timely filed (or otherwise deemed timely filed by the Court under applicable law).
- (b) The noncontingent and liquidated amount specified in a Proof of Claim timely filed with the Court or GCG (or otherwise deemed timely filed by the Court under applicable law) to the extent the Proof of Claim has not been superseded or amended by another Proof of Claim, and is not the subject of an objection, either generally to the applicable claim or solely for purposes of determining the amount of the applicable claim for voting purposes, filed no later than ~~September 3, 2009~~ October 26, 2009 (the "**Vote Objection Deadline**") (or, if such claim has been resolved pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).
- (c) The amount temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), provided that a motion is brought, notice is provided, and a hearing is held at or prior to the Confirmation Hearing, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.
- (d) Except as otherwise provided in subsection (c) hereof, with respect to a ballot cast by an alleged creditor whose claim (i) is not listed on a Debtor's schedule of liabilities, or (ii) is listed as disputed, contingent, and/or unliquidated on a Debtor's schedule of liabilities, but who has timely filed a Proof of Claim in an unliquidated or unknown amount that is not the subject of an

<sup>3</sup> Pursuant to the ~~proposed Debtors' Motion For An Order Pursuant To Sections 501, 502, And 1111(A) Of The Bankruptcy Code, Bankruptcy Rules 2002 And 3003(C)(3), And Local Rule 2002-1(E) Establishing Bar Dates For Filing Proofs Of Claim And Approving The Form And Manner Of Notice Thereof~~ [Docket No. 248], which motion is scheduled for hearing on July 16, 2009, certain persons or entities asserting a claim against one or more of the Debtors are required to file a separate proof of claim in the chapter 11 case of each Debtor against whom a claim is asserted.

objection filed before the Vote Objection Deadline, such ballot shall be counted as a vote in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met solely with respect to Classes 6(a)-(e) and 8(a)-(e) of the Plan, but shall not be counted in determining whether the aggregate claim amount requirement has been met.

- (e) With respect to a ballot cast by a creditor holding a claim in Classes 8(a)-(e), whether such claim is treated in such Classes because the claimant's aggregate claims against all of the Debtors is less than \$5,000 or because such claims exceed \$5,000 but are reduced to \$5,000 in the aggregate by virtue of making the Small Unsecured Claims Class Election on a Class 6(a)-(e) ballot, such ballot shall be counted as a Class 8(a)-(e) vote, as applicable, in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met with respect to the applicable Class and, with respect to such Class, in an amount equal to the lesser of the of the full amount of the claim of the creditor in such Class and \$5,000.
- (f) If a creditor elects to complete Item 1 on the ballot, which allows a single vote for all claims held by such creditor in the applicable Classes, such vote shall be counted separately for numerosity purposes in each Class in which the creditor is entitled to vote and, with respect to each such Class, in the full amount of the claim in such Class, except as provided in (e) above.

13. The Debtors are authorized to object to any claim (as defined in section 101(5) of the Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the "**Determination Motion**") no later than November 12, 2009 at 4:00 p.m. (prevailing Eastern Time). Responses, if any, to the Determination Motion must be filed no later than November 17, 2009 at 4:00 p.m. (prevailing Eastern Time), and the Court shall conduct a hearing on any Determination Motion at the Confirmation Hearing or such earlier time as may be scheduled by the Court. Any ruling by the Court on any Determination Motion shall be considered a ruling with respect to the allowance of the claim(s) under Bankruptcy Rule 3018 and such claim(s) shall be counted, for voting purposes only, in the amount determined by the Court.

14. ~~13.~~ Creditors seeking to have a claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file and serve notice of hearing on a motion (the "***Claims Estimation Motion***") for such relief no later than ~~August 17, 2009.~~ The Court will schedule a hearing on such motion to be heard at or prior to November 12, 2009 at 4:00 p.m. (prevailing Eastern Time). Responses, if any, to the Claims Estimation Motion must be filed no later than November 17, 2009 at 4:00 p.m. (prevailing Eastern Time), and the Court shall conduct a hearing on any Determination Motion at the Confirmation Hearing or such earlier time as may be scheduled by the Court. If a creditor casts a ballot and has timely filed a Proof of Claim (or has otherwise had a Proof of Claim deemed timely filed by the Court under applicable law), but the creditor's claim is the subject of an objection (either generally to the applicable claim, or solely for purposes of determining the amount of the applicable claim for voting purposes) filed no later than the Vote Objection Deadline, the creditor's ballot shall not be counted, unless such claim is temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), after a Claims Estimation Motion is brought by such creditor, notice is provided, and a hearing is held at or prior to the Confirmation Hearing. Notwithstanding the foregoing, if an objector to a claim requests that such claim be reclassified and/or allowed in a fixed, reduced amount, such claimant's ballot shall, to the extent either mutually acceptable to the claimant, objector and Debtors or as ordered by the Bankruptcy Court after notice and hearing, be counted in such reduced amount and/or under the reclassified category.

15. ~~14.~~ The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- (a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will

be treated as a single vote to accept or reject the Subplan applicable to such class.

- (b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.
- (c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.
- (d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.
- (e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.
- (f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.
- (g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.
- (h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.
- (i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.
- (j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.
- (k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.
- (l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the

validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

- (m) If a creditor in Classes 6(a)-6(e) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(e) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.
- (n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

16. ~~15.~~ Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be in writing, served on the parties identified below, and filed with the Court, together with proof of service, such that the foregoing are received by such parties and the Court on or before ~~August 31,~~ November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Confirmation Objection Deadline**"). Replies, if any, to objections, comments, or responses to the Plan must be filed no later than November 16, 2009 at 4:00 p.m. (prevailing Eastern Time). The Court shall consider only written objections that are timely filed and served by the Confirmation Objection Deadline. All objections not timely filed and served in accordance with the provisions of this ~~Motion~~ Order are hereby deemed waived. Objections to confirmation of the Plan should provide proposed language to remedy such objections and shall be served on the following parties:

**The Debtors:** Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street).

With copies to Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166-0193 (Attn: Michael A. Rosenthal and Matthew K.

Kelsey) and Young Conaway Stargatt & Taylor, LLP, 1000 West Street, 17<sup>th</sup> Floor, P.O. Box 391, Wilmington, DE 19801 (Attn: Sean M. Beach and Robert F. Poppiti).

**The Creditors Committee:** Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339, (Attn: Christopher J. Giaimo, Jr. and Katie A. Lane) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler).

**The DIP Administrative Agent:** Wells Fargo Bank, c/o Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105, (Attn: Kevin B. Fisher and Seth Mennillo) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath).

**Office of the United States Trustee:** 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Joseph McMahon).

16. ~~Any party supporting the Plan shall be afforded an opportunity to file a response to any objection to confirmation of the Plan, prior to the Confirmation Hearing.~~

17. A hearing shall be held before this Court on ~~September 10,~~ November 19, 2009 at ~~3:00 p.m.~~ 3:11:00 p.m. (prevailing Eastern Time), at the United States Bankruptcy Court for the District of Delaware, 824 N. Market St., 5th Floor, Wilmington, Delaware 19801, or as soon thereafter as counsel can be heard, to consider confirmation of the Plan (the "**Confirmation Hearing**").

18. The Confirmation Hearing may be adjourned from time to time without further notice to creditors and other parties in interest other than an announcement of the adjourned date at the Confirmation Hearing.

19. The following procedures are approved for establishing the Cure Amounts for the executory contracts and leases to be assumed pursuant to the Plan:

- (a) the Debtors will cause the Notice of (i) Possible Assumption of Contracts and Leases, (ii) Fixing of Cure Amounts, and (iii) Deadline to Object Thereto (the "**Cure Notice**"), in a form substantially similar to the notice annexed hereto as **Exhibit FE**, to be served on the non-debtor parties to all Assumed Contracts and Leases ~~by August 17, 2009, at least 20 days prior to the Confirmation Hearing.~~ Among other things, the Cure Notice shall

set forth the Cure Amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts and Leases;<sup>4</sup>

- (b) the non-debtor parties to the Assumed Contracts and Leases shall have until the Confirmation Objection Deadline, which deadline may be extended in the sole discretion of the Debtors, to object (a "**Cure Objection**") to the (i) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) proposed assumption of the Assumed Contracts and Leases under the Plan; *provided, however*, that if, subsequent to ~~August 17, October 30, 2009~~, the Debtors amend the list of the Assumed Contracts and Leases to add a contract or lease or to reduce the Cure Amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least seven calendar days after service of such amendment to object thereto or to propose an alternative Cure Amount(s);
- (c) any party objecting to the Cure Amount(s), whether or not such party previously has filed a Proof of Claim with respect to amounts due under the applicable Assumed Contract or Lease, or objecting to the potential assumption of such Assumed Contract or Lease, shall be required to file and serve a Cure Objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Assumed Contract or Lease and/or any and all objections to the potential assumption of such Assumed Contract or Lease, together with all documentation supporting such cure claim or objection, upon each of the Notice Parties so that the **Cure Objection is actually received by them no later than the Confirmation Objection Deadline**. If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection, the Court shall determine the amount of any disputed Cure Amount(s) or adjudicate such Cure Objection at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree. The Debtors may, in their sole discretion, extend the Confirmation Objection Deadline without further notice, but are not obligated to do so; and
- (d) in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the assumption of the Assumed Contract or Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed

<sup>4</sup> Receipt of a Cure Notice does not constitute a determination by the Debtors to assume any executory contract or unexpired lease; the Debtors may still decide *not* to assume any executory contract or unexpired lease through the Plan or otherwise.



with respect to an Assumed Contract or Lease, upon the effective date of the Plan, the Reorganized Debtors and the counterparty to such Assumed Contract or Lease shall enjoy all of the rights and benefits under the Assumed Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Assumed Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition, or otherwise restrict the Debtors' assumption of the Assumed Contract or Lease.

The inclusion of a Contract or Lease in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming any such Contract or Lease assumed or rejected, and inclusion in the Cure Notice is *not* a final determination that any Contract or Lease will, in fact, be assumed.

20. Prior to mailing the Disclosure Statement, Solicitation Packages, Non-Voting Holder Notices, or the Cure Notice, the Debtors may fill in any missing dates and other information, correct any typographical errors, and make such other non-material, non-substantive changes as they deem appropriate.\_

21. GCG is authorized, but not directed, to contact creditors who have submitted invalid Ballots in order to correct the defect in such creditor's Ballot.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

23. The Court shall retain jurisdiction with respect to all matters arising under or relating to the implementation and enforcement of this Order.

Dated: Wilmington, Delaware  
July ~~October~~ \_\_\_, 2009

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Kevin J. Carey  
Chief United States Bankruptcy Judge

# **EXHIBIT A**

## **Notice of Confirmation Hearing**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:	) Chapter 11
	) Case No. 09-12074 (KJC)
BUILDING MATERIALS HOLDING	)
CORPORATION, <i>et al.</i> , <sup>1</sup>	) Jointly Administered
	)
Debtors.	) Voting Deadline and Confirmation Objection
	) Deadline: <del>August 31</del> , <u>November 9</u> , 2009 at 4:00 p.m. (ET)
	) Confirmation Hearing: <del>September 10</del> , <u>November 19</u> , 2009 at
	) 311:00 p.m. (ET)

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING  
ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND  
(IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

TO: HOLDERS OF CLAIMS IN CLASSES 2(a)-(e), 3(a)-(e), 6(a)-(e) AND 8(a)-(e)

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. YOUR VOTE IS BEING SOLICITED IN CONNECTION WITH THE *JOINT PLAN OF REORGANIZATION FOR THE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE AMENDED OCTOBER 1, 2009* (INCLUDING ALL EXHIBITS THERETO AND AS AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN").<sup>2</sup> YOU SHOULD CAREFULLY REVIEW THE INFORMATION AND MATERIAL SET FORTH IN THE DISCLOSURE STATEMENT (AS DEFINED BELOW) ENCLOSED HERewith (AND IN THE EXHIBITS ATTACHED THERETO) TO MAKE AN INDEPENDENT DETERMINATION AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

APPROVAL OF DISCLOSURE STATEMENT

2. By order dated ~~July 29~~, October 7, 2009 (the "*Disclosure Statement Approval Order*"), the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") approved the *Disclosure Statement with respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "*Disclosure Statement*") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "*Bankruptcy Code*").

DEADLINE FOR VOTING ON THE PLAN

3. By the Disclosure Statement Approval Order, the Bankruptcy Court established ~~August 31~~, November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "*Voting Deadline*") as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, your original ballot (which is enclosed herewith) must actually be received on or before the Voting Deadline by The Garden City Group, Inc. at the following address: (i) by first class mail, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (ii) by overnight mail or hand delivery, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. Ballots cast by facsimile, email or other electronic transmission will not be counted

<sup>1</sup> 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.

<sup>2</sup> All capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Plan. □

### CONFIRMATION HEARING

4. On ~~September 10,~~November 19, 2009 at 3:00 p.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "*Confirmation Hearing*") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the Plan, as the same may be amended, modified or supplemented from time to time, and for such other and further relief as may be just and proper. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

### EXCULPATION, INJUNCTIONS AND RELEASES

5. The Plan contains the exculpation, injunction and release provisions set forth below:

**9.2.1. Releases by the Debtors.** As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacity and as debtors in possession will be deemed to release and forever waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between and Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

**9.2.2. Certain Waivers.** Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of Section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

**§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

**EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD**

DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

9.2.3. Releases by Holders of Claims and Interests. ~~As~~Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations (except Cure Claims that have not been timely filed) of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any obligation under any assumed contract or lease or any Prepetition Letters of Credit.

9.2.4. Exculpation. ~~The Exculpated Parties shall not be liable, other than for gross negligence or willful misconduct, to any Holder of a Claim or Interest or any other Person with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time prior to the Effective Date in connection with:-~~

- ~~• the management or operation of the Debtors or the discharge of their duties under the Bankruptcy Code;~~
- ~~• the implementation of any of the transactions provided for, or contemplated in the Plan or the other Plan Documents;~~
- ~~• any action taken in connection with either the enforcement of the rights of any Debtor against any Persons or the defense of Claims asserted against any such Debtor with regard to the Chapter 11 Cases;~~
- ~~• any action taken in the negotiation, formulation, development, proposal, solicitation, disclosure, Confirmation, or implementation of the Plan or the other Plan Documents; or~~ • the administration of the Plan or the assets and property to be distributed pursuant to the Plan. On and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party is hereby released from, any claim, cause of action, or liability to any other Exculpated Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the

administration of the Plan and/or the property to be distributed under the Plan, except for claims, causes of action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Debtors, the Estates, the Committee, WFB, the Prepetition Lenders, the DIP Lenders, and their respective officers, directors, employees, members, attorneys, crisis managers, financial advisors, and professionals, shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. No provision of the Plan, the Disclosure Statement, or the Confirmation Order shall be deemed to act upon or release any claims, Causes of Action or liabilities that the Debtors, the Estates, or any party in interest may have against or to any Person for any act, omission, or failure to act that occurred prior to the Petition Date other than in connection with the preparation and filing of the Chapter 11 Cases, nor shall any provision of the Plan or the Confirmation Order be deemed to act to release any Avoidance Actions.

In connection with this provision, the Exculpated Parties are entitled to reasonably rely upon the opinions of their respective counsel, accountants, and other experts or professionals and such reliance, if reasonable, will conclusively establish the absence of gross negligence or willful misconduct; ~~provided, however, that a determination that such reliance is unreasonable will not, by itself, constitute a determination regarding the existence of willful misconduct or gross negligence.~~

~~If the Holder of a Claim or Interest or other Person brings an action, suit, or proceeding covered by this Section and does not prevail, such Holder or other Person must pay the reasonable attorneys' fees and costs of the Exculpated Party. Moreover, as a condition to going forward with such action, suit, or proceeding, the Holder of a Claim or Interest or other Person must, at the outset, provide appropriate proof and assurances of its capacity to pay the Exculpated Party's reasonable attorneys' fees and costs in the event the Holder or other Person fails to prevail. The Exculpated Party shall have no obligation to pay, or provide appropriate proof and financial assurance of its capacity to pay, reasonable attorneys' fees and costs in the event that the Holder of a Claim or Interest or other Person prevails in any such action, suit, or proceeding against such Exculpated Party.~~

*9.2.5. Injunction Related to Releases. To the fullest extent allowed by law, and except as otherwise provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released or exculpated pursuant to Section 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including*

*costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator.*

**DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN**

6. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before ~~August 31~~, November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Confirmation Objection Deadline**") with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be actually received on or before the Confirmation Objection Deadline, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

Dated: Wilmington, Delaware  
July ~~October~~, 2009

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

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Attorneys for Debtors and Debtors in Possession

# **EXHIBIT B-1**

**Ballots for Class 2**



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

BALLOT FOR ACCEPTING OR REJECTING JOINT  
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 2(a), 2(b), and 2(c), 2(d), 2(e), 2(f), 2(g), 2(h), 2(i), 2(j), 2(k), and 2(l): FUNDED LENDER CLAIMS

HOLDERS OF CLASS 2(a), 2(b), 2(c), 2(d), 2(e), 2(f), 2(g), 2(h), 2(i), 2(j), 2(k), and 2(l) FUNDED LENDER CLAIMS, YOUR BALLOT MUST BE RECEIVED BY THE CLAIMS AND BALLOTING AND CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 31, NOVEMBER 9, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED.

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, Amended October 1, 2009 (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, Amended October 1, 2009 (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Approval Order.

The Plan consists of ~~three~~twelve separate plans of reorganization (the "**Subplans**"): (a) BMHC Plan for Debtor Building Materials Holding Corporation; (b) BMC West Plan for Debtors BMC West Corporation and Illinois Framing, Inc. (the "**BMC West Debtors**"); and (c) SelectBuild Plan for Debtors SelectBuild Construction, Inc., SelectBuild Northern California, Inc., C Construction, Inc., TWF Construction, Inc., H.N.R. Framing Systems, Inc., SelectBuild Southern California, Inc., SelectBuild Nevada, Inc., SelectBuild Arizona, LLC, and SelectBuild Illinois, LLC (the "**SelectBuild Debtors**"). one for each Debtor (the "Subplans"). If you have claims against more than one Debtor, you may vote on each of the applicable Plans Subplans. Thus, for example, if you have a claim against the Debtor SelectBuild Debtors Arizona, LLC and a claim against the BMC West Debtors Debtor Illinois Framing, Inc., you may vote separately with respect to the BMC West Illinois Framing, Inc. Plan and the SelectBuild Arizona, LLC Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code.

<sup>1</sup> 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.

If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' ~~Claims, Noticing and Balloting and~~ Claims Agent (the "Balloting Agent") by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your Funded Lender Claim(s) have been placed in Class 2 under the Plan.

#### **INSTRUCTIONS**

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. SO THAT IT IS RECEIVED BY 4:00 P.M.

(PREVAILING EASTERN TIME) ON AUGUST ~~31~~NOVEMBER 9, 2009 (THE "VOTING DEADLINE") AT ~~THE~~  
THE FOLLOWING ADDRESS:

If sent in the envelope provided  
or otherwise by First Class Mail:  
The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation .  
P.O. Box 9393  
Dublin, OH 43017-4293

**If sent by Overnight Courier  
or Personal Delivery:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

**BALLOT FORM**

**Item 1. Class 2(a), Class 2(b), 2(c), 2(d), 2(e), 2(f), 2(g), 2(h), 2(i), 2(j), 2(k), and Class 2(e) Omnibus Funded Lender Claims Vote.** The undersigned, a holder of Funded Lender Claims against ~~BMHC, the BMC West Debtors and/or the SelectBuild~~one or more Debtors in the amounts set forth below, votes to (check one box below):

☐ **Accept all Plans.**

☐ **Reject all Plans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

**Item 2.**

**A. Class 2(a) ~~BMHC~~ Building Materials Holding Corporation Funded Lender Claims Vote.** The undersigned, a holder of Funded Lender Claims against ~~BMHC~~Building Materials Holding Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the**  
BMHCBuilding  
Materials Holding  
Corporation Plan.

☐ **Reject the**  
BMHCBuilding  
Materials Holding  
Corporation Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

**B. Class 2(b) BMC West Corporation Funded Lender Claims Vote.** The undersigned, a holder of Funded Lender Claims against BMC West Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the BMC West**  
Corporation Plan.

☐ **Reject the BMC West**  
Corporation Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor(s) that Claim is Asserted Against: ~~TO BE PRE-PRINTED BY BALLOTING AGENT~~BMC West Corporation

**C. Class 2(c) SelectBuild Construction, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild Construction, Inc. Plan.

☐ Reject the SelectBuild Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Construction, Inc.

**D. Class 2(d) SelectBuild Northern California, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Northern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild Northern California, Inc. Plan.

☐ Reject the SelectBuild Northern California, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Northern California, Inc.

**E. Class 2(e) Illinois Framing, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against Illinois Framing, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the Illinois Framing, Inc. Plan.

☐ Reject the Illinois Framing, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Illinois Framing, Inc.

**F. Class 2(f) C Construction, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against C Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the C Construction, Inc. Plan.

☐ Reject the C Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: C Construction, Inc.

**G. Class 2(g) TWF Construction, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against TWF Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the TWF  
Construction, Inc. Plan.

☐ Reject the TWF  
Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TWF Construction, Inc.

**H. Class 2(h) H.N.R. Framing Systems, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against H.N.R. Framing Systems, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the H.N.R.  
Framing Systems, Inc.  
Plan.

☐ Reject the H.N.R.  
Framing Systems, Inc.  
Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor that Claim is Asserted Against: H.N.R. Framing Systems, Inc.

**I. Class 2(i) SelectBuild Southern California, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Southern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Southern California,  
Inc. Plan.

☐ Reject the SelectBuild  
Southern California, Inc.  
Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Southern California, Inc.

**J. Class 2(j) SelectBuild Nevada, Inc. Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Nevada, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Nevada, Inc. Plan.

☐ Reject the SelectBuild  
Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Nevada, Inc.

**K. Class 2(k) SelectBuild Arizona, LLC Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Arizona, LLC in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Arizona, LLC Plan.

☐ Reject the SelectBuild  
Arizona, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENTSelectBuild  
Arizona, LLC

**L. Class 2(l) SelectBuild Illinois, LLC Funded Lender Claims Vote.** The undersigned, a holder of (a) Funded Lender Claims against SelectBuild Illinois, LLC in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Illinois, LLC Plan.

☐ Reject the SelectBuild  
Illinois, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Illinois, LLC

### **Item 3: Voting Assumptions.**

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(e) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(e) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

**Item 4. Certifications and Acknowledgments.** By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 2 Claim or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Approval Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions; and

(e) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.



Name of Creditor (Please Print)
Authorized Signature
Name of Signatory
If by Authorized Agent, Name and Title <sup>2</sup>
Street Address
City, State, Zip Code
Telephone Number
Date Completed

**THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.**

**PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

<sup>2</sup> As indicated in the Instructions, evidence of authority must be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

# **EXHIBIT B-2**

**Ballots for Class 3**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

BALLOT FOR ACCEPTING OR REJECTING JOINT  
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 3(a), 3(b), 3(c), 3(d), 3(e), 3(f), 3(g), 3(h), 3(i), 3(j), 3(k), and 3(e): L/C LENDER CLAIMS

HOLDERS OF CLASS 3(a), 3(b), 3(c), 3(d), 3(e), 3(f), 3(g), 3(h), 3(i), 3(j), 3(k), and 3(e) L/C LENDER CLAIMS, YOUR BALLOT MUST BE *RECEIVED* BY THE CLAIMS AND BALLOTING AND CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 31, NOVEMBER 9, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED.

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "*Debtors*") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, Amended October 1, 2009 (as amended from time to time and including all exhibits and supplements, the "*Plan*"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code*, dated June 16, Amended October 1, 2009 (as amended from time to time and including all exhibits and supplements, the "*Disclosure Statement*"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Approval Order.

The Plan consists of ~~three~~twelve separate plans of reorganization, one for each Debtor (the "*Subplans*"): (a) BMHC Plan for Debtor Building Materials Holding Corporation; (b) BMC West Plan for Debtors BMC West Corporation and Illinois Framing, Inc. (the "*BMC West Debtors*"); and (c) SelectBuild Plan for Debtors SelectBuild Construction, Inc., SelectBuild Northern California, Inc., C Construction, Inc., TWF Construction, Inc., H.N.R. Framing Systems, Inc., SelectBuild Southern California, Inc., SelectBuild Nevada, Inc., SelectBuild Arizona, LLC, and SelectBuild Illinois, LLC (the "*SelectBuild Debtors*"). If you have claims against more than one Debtor, you may vote on each of the applicable PlansSubplans. Thus, for example, if you have a claim against the Debtor SelectBuild DebtorsArizona, LLC and a claim against the BMC West Debtors Debtor Illinois Framing, Inc., you may vote separately with respect to the BMC West Illinois Framing, Inc. Plan and the SelectBuild Arizona, LLC Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code.

<sup>1</sup> 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.

If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' ~~Claims, Noticing and Balloting and~~ Claims Agent (the "Balloting Agent") by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting and Claims Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your L/C Lender Claim(s) have been placed in Class 3 under the Plan.

#### **INSTRUCTIONS**

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. SO THAT IT IS RECEIVED BY 4:00 P.M.

(PREVAILING EASTERN TIME) ON ~~AUGUST 31~~NOVEMBER 9, 2009 (THE "VOTING DEADLINE") AT ~~THE~~  
THE FOLLOWING ADDRESS:

**If sent in the envelope provided  
or otherwise by First Class Mail:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation .  
P.O. Box 9393  
Dublin, OH 43017-4293

**If sent by Overnight Courier  
or Personal Delivery:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

**BALLOT FORM**

**Item 1. Class 3(a), ~~Class 3(b) and Class 3(b), 3(c), 3(d), 3(e), 3(f), 3(g), 3(h), 3(i), 3(j), 3(k), and 3(e)~~ Omnibus L/C Lender Claims Vote.** The undersigned, a holder of L/C Lender Claims against ~~BMHC, the BMC West Debtors and/or the Select Build~~one or more Debtors in the amounts set forth below, votes to (check one box below):

☐ Accept all Plans.

☐ Reject all Plans.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

**Item 2.**

**A. Class 3(a) ~~BMHC~~Building Materials Holding Corporation L/C Lender Claims Vote.** The undersigned, a holder of L/C Lender Claims against ~~BMHC~~Building Materials Holding Corporation in the amounts set forth below, votes to (check one box below):

☐ Accept the  
BMHCBuilding  
Materials Holding  
Corporation Plan.

☐ Reject the  
BMHCBuilding  
Materials Holding  
Corporation Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

**B. Class 3(b) BMC West Corporation L/C Lender Claims Vote.** The undersigned, a holder of L/C Lender Claims against BMC West Corporation in the amounts set forth below, votes to (check one box below):

☐ Accept the BMC West  
Corporation Plan.

☐ Reject the BMC West  
Corporation Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor(s) that Claim is Asserted Against: ~~TO BE PRE-PRINTED BY BALLOTING AGENT~~BMC West Corporation

**C. Class 3(c) SelectBuild Construction, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Construction, Inc. Plan.

☐ Reject the SelectBuild  
Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Construction, Inc.

**D. Class 3(d) SelectBuild Northern California, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Northern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Northern California,  
Inc. Plan.

☐ Reject the SelectBuild  
Northern California,  
Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Northern California, Inc.

**E. Class 3(e) Illinois Framing, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against Illinois Framing, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the Illinois  
Framing, Inc. Plan.

☐ Reject the Illinois  
Framing, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Illinois Framing, Inc.

**F. Class 3(f) C Construction, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against C Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the C  
Construction, Inc. Plan.

☐ Reject the C Construction  
Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: C Construction, Inc.

**G. Class 3(g) TWF Construction, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against TWF Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the TWF  
Construction, Inc. Plan.

☐ Reject the TWF  
Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TWF Construction, Inc.

**H. Class 3(h) H.N.R. Framing Systems, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against H.N.R. Framing Systems, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the H.N.R.  
Framing Systems, Inc.  
Plan.

☐ Reject the H.N.R.  
Framing Systems, Inc.  
Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: H.N.R. Framing Systems, Inc.

**I. Class 3(i) SelectBuild Southern California, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Southern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Southern California,  
Inc. Plan.

☐ Reject the SelectBuild  
Southern California, Inc.  
Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT



Debtor that Claim is Asserted Against: SelectBuild Southern California, Inc.

**J. Class 3(j) SelectBuild Nevada, Inc. L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Nevada, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Nevada, Inc. Plan.

☐ Reject the SelectBuild  
Nevada, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Nevada, Inc.

**K. Class 3(k) SelectBuild Arizona, LLC L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Arizona, LLC in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Arizona, LLC Plan.

☐ Reject the SelectBuild  
Arizona, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Arizona, LLC

**L. Class 3(l) SelectBuild Illinois, LLC L/C Lender Claims Vote.** The undersigned, a holder of (a) L/C Lender Claims against SelectBuild Illinois, LLC in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Illinois, LLC Plan.

☐ Reject the SelectBuild  
Illinois, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor(s) that Claim is Asserted Against: ~~TO BE PRE-PRINTED BY BALLOTING AGENT~~ SelectBuild  
Illinois, LLC

### **Item 3: Voting Assumptions.**

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(e) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(e) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

**Item 4. Certifications and Acknowledgments.** By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 3 Claim or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Approval Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions; and

(e) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

Name of Creditor (Please Print)
Authorized Signature
Name of Signatory
If by Authorized Agent, Name and Title <sup>2</sup>
Street Address
City, State, Zip Code
Telephone Number
Date Completed

**THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.**

**PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

<sup>2</sup> As indicated in the Instructions, evidence of authority must be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

# **EXHIBIT B-3**

## **Ballots for Class 6**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

BALLOT FOR ACCEPTING OR REJECTING JOINT  
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 6(a), 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), 6(h), 6(i), 6(j), 6(k), and 6(e): GENERAL UNSECURED  
CLAIMS

**HOLDERS OF CLASS 6(a), 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), 6(h), 6(i), 6(j), 6(k), and 6(e) GENERAL UNSECURED CLAIMS, YOUR BALLOT MUST BE RECEIVED BY THE CLAIMS AND BALLOTING AND CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 31, NOVEMBER 9, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED.**

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, Amended October 1, 2009 (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code*, dated June 16, Amended October 1, 2009 (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Approval Order.

The Plan consists of ~~three~~twelve separate plans of reorganization, one for each Debtor (the "**Subplans**"): (a) ~~BMHC Plan for Debtor Building Materials Holding Corporation~~; (b) ~~BMC West Plan for Debtors BMC West Corporation and Illinois Framing, Inc. (the "BMC West Debtors")~~; and (c) ~~SelectBuild Plan for Debtors SelectBuild Construction, Inc., SelectBuild Northern California, Inc., C Construction, Inc., TWF Construction, Inc., H.N.R. Framing Systems, Inc., SelectBuild Southern California, Inc., SelectBuild Nevada, Inc., SelectBuild Arizona, LLC, and SelectBuild Illinois, LLC (the "SelectBuild Debtors")~~. If you have claims against more than one Debtor, you may vote on each of the applicable ~~Plans~~Subplans. Thus, for example, if you have a claim against the Debtor SelectBuild Debtors Arizona, LLC and a claim against the ~~BMC West Debtors Debtor Illinois Framing, Inc.~~, you may vote separately with respect to the ~~BMC West Illinois Framing, Inc. Plan~~ and the SelectBuild Arizona, LLC Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on

<sup>1</sup> 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.

the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' ~~Claims, Noticing and Balloting and~~ Claims Agent (the "Balloting Agent") by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting and Claims Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your General Unsecured Claim(s) have been placed in Class 6 under the Plan.

#### **INSTRUCTIONS**

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN OR TO MAKE THE SMALL UNSECURED CLAIMS CLASS ELECTION. —PLEASE SEE C. BELOW REGARDING THE IMPACT OF MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN OR TO MAKE THE SMALL UNSECURED CLAIMS CLASS ELECTION. PLEASE NOTE THAT YOU MAY ONLY MAKE THE SMALL UNSECURED CLAIMS CLASS ELECTION IF YOU MAKE SUCH ELECTION WITH RESPECT TO ALL OF YOUR CLAIMS AGAINST THE DEBTORS, AND THAT BY MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION WITH RESPECT TO ONE OF YOUR CLAIMS YOU WILL BE DEEMED TO HAVE MADE IT WITH RESPECT TO ALL OF YOUR CLAIMS. PLEASE SEE C. BELOW REGARDING THE IMPACT OF MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION.

C. EFFECT OF SMALL UNSECURED CLAIMS CLASS ELECTION. MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION IS VOLUNTARY. BY MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION YOU WILL BE DEEMED TO HAVE AGREED TO REDUCE THE AMOUNT OF YOUR AGGREGATE GENERAL UNSECURED CLAIMS AGAINST THE DEBTORS TO THE LESSER OF (A) THE AMOUNT OF SUCH AGGREGATE CLAIMS AND (B) \$5,000. MAKING THE SMALL UNSECURED CLAIMS CLASS ELECTION CONSTITUTES AN ACCEPTANCE OF THE PLAN AND INDICATES YOUR AGREEMENT TO WAIVE CLASS 6 TREATMENT. PURSUANT TO THE PLAN, YOUR CLAIM SHALL BE A CLASS 8 SMALL UNSECURED CLAIM AND, IF ALLOWED, YOU WILL BE PAID IN FULL IN CASH/RECEIVE ON THE DISTRIBUTION DATE, SUBJECT TO THE LIMITATION DESCRIBED ABOVE, CASH EQUAL TO THE LESSER OF (1) 25% OF THE ALLOWED AMOUNT OF ALL GENERAL UNSECURED CLAIMS YOU HOLD AGAINST ALL DEBTORS (EXCLUDING INTEREST) OR (2) \$1,250; PROVIDED, HOWEVER, THAT

**THE SMALL UNSECURED CLAIMS CLASS ELECTION SHALL ONLY BE EFFECTIVE UPON ENTRY OF THE CONFIRMATION ORDER AND THE OCCURRENCE OF THE EFFECTIVE DATE.**

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.
3. SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.
4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. **SO THAT IT IS RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON ~~AUGUST 31~~ NOVEMBER 9, 2009** (THE "*VOTING DEADLINE*") AT

THE

FOLLOWING ADDRESS:

**If sent in the envelope provided  
or otherwise by First Class Mail:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation .  
P.O. Box 9393  
Dublin, OH 43017-4293

**If sent by Overnight Courier  
or Personal Delivery:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

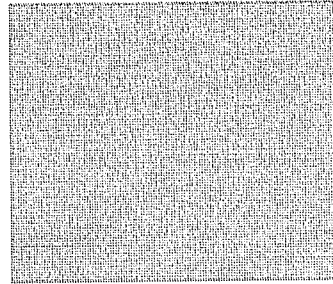
**BALLOT FORM**

**Item 1. Class 6(a), ~~Class 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), 6(h), 6(i), 6(j), 6(k), and Class 6(e)~~ Omnibus General Unsecured Claims Vote.** The undersigned, a holder of General Unsecured Claims against BMHC, ~~the BMC West Debtors and/or the Select Build~~ one or more Debtors in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ Accept all Plans.

☐ Reject all Plans.

☐ **Make the Small Unsecured Claims Class Election** (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) **and Accept All Subplans.**



Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

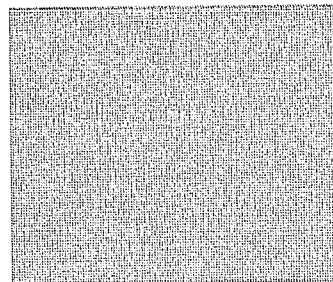
**Item 2.**

**A. Class 6(a) BMHC Building Materials Holding Corporation General Unsecured Claims Vote.** The undersigned, a holder of General Unsecured Claims against BMHC Building Materials Holding Corporation in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ Accept the BMHC Building Materials Holding Corporation Plan.

☐ Reject the BMHC Building Materials Holding Corporation Plan.

☐ **Make the Small Unsecured Claims Class Election** (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) **and Accept ~~all~~ All Subplans.**



Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the



lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

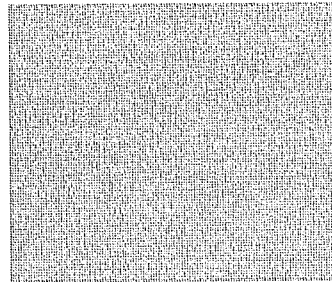
Debtor that Claim is Asserted Against: Building Materials Holding Corporation

**B. Class 6(b) BMC West Corporation General Unsecured Claims Vote.** The undersigned, a holder of General Unsecured Claims against BMC West Corporation in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ Accept the BMC West Corporation Plan.

☐ Reject the BMC West Corporation Plan.

☐ Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.



Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT BMC West Corporation

**C. Class 6(c) SelectBuild Construction, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Construction, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ Accept the SelectBuild Construction, Inc. Plan.

☐ Reject the SelectBuild Construction, Inc. Plan.

☐ Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Construction, Inc.

**D. Class 6(d) SelectBuild Northern California, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Northern California, Inc. in the amounts

set forth below, votes to (check one box below: if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

- |   |  |
|---|--|
| <input type="checkbox"/> <u>Accept the SelectBuild Northern California, Inc. Plan.</u>  | <input type="checkbox"/> <u>Reject the SelectBuild Northern California, Inc. Plan.</u> |
| <input type="checkbox"/> <u>Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.</u> |  |

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Northern California, Inc.

E. Class 6(e) Illinois Framing, Inc. General Unsecured Claims Vote. The undersigned, a holder of (a) General Unsecured Claims against Illinois Framing, Inc. in the amounts set forth below, votes to (check one box below: if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

- |   |   |
|---|---|
| <input type="checkbox"/> <u>Accept the Illinois Framing, Inc. Plan.</u>   | <input type="checkbox"/> <u>Reject the Illinois Framing, Inc. Plan.</u> |
| <input type="checkbox"/> <u>Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.</u> |   |

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: Illinois Framing, Inc.

F. Class 6(f) C Construction, Inc. General Unsecured Claims Vote. The undersigned, a holder of (a) General Unsecured Claims against C Construction, Inc. in the amounts set forth below, votes to (check one box

below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

- |   |   |
|---|---|
| <input type="checkbox"/> <u>Accept the C Construction, Inc. Plan.</u>   | <input type="checkbox"/> <u>Reject the C Construction, Inc. Plan.</u> |
| <input type="checkbox"/> <u>Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.</u> |   |

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: C Construction, Inc.

**G. Class 6(g) TWF Construction, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against TWF Construction, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

- |   |   |
|---|---|
| <input type="checkbox"/> <u>Accept the TWF Construction, Inc. Plan.</u>   | <input type="checkbox"/> <u>Reject the TWF Construction, Inc. Plan.</u> |
| <input type="checkbox"/> <u>Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.</u> |   |

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: TWF Construction, Inc.

**H. Class 6(h) H.N.R. Framing Systems, Inc. General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against H.N.R. Framing Systems, Inc. in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

- |   |   |
|---|---|
| <input type="checkbox"/> <u>Accept the H.N.R.</u> | <input type="checkbox"/> <u>Reject the H.N.R.</u> |
|---|---|

Framing Systems, Inc.  
Plan.

Framing Systems, Inc.  
Plan.

- ☐ Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: H.N.R. Framing Systems, Inc.

I. Class 6(i) SelectBuild Southern California, Inc. General Unsecured Claims Vote. The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Southern California, Inc. in the amounts set forth below, votes to (check one box below: if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ Accept the SelectBuild Southern California, Inc. Plan.

☐ Reject the SelectBuild Southern California, Inc. Plan.

- ☐ Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Southern California, Inc.

J. Class 6(j) SelectBuild Nevada, Inc. General Unsecured Claims Vote. The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Nevada, Inc. in the amounts set forth below, votes to (check one box below: if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ Accept the SelectBuild

☐ Reject the SelectBuild



Nevada, Inc. Plan.

Nevada, Inc. Plan.

- ☐ Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Nevada, Inc.

**K. Class 6(k) SelectBuild Arizona, LLC General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Arizona, LLC in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ Accept the SelectBuild Arizona, LLC Plan.

☐ Reject the SelectBuild Arizona, LLC Plan.

- ☐ Make the Small Unsecured Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept All Subplans.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor that Claim is Asserted Against: SelectBuild Arizona, LLC

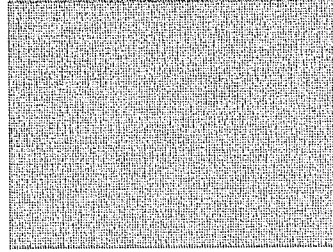
**L. Class 6(l) SelectBuild Illinois, LLC General Unsecured Claims Vote.** The undersigned, a holder of (a) General Unsecured Claims against SelectBuild Illinois, LLC in the amounts set forth below, votes to (check one box below; if and only if you vote to accept the Plan, you may also elect to be treated as a member of Class 8 (Small Unsecured Claims), and such choice can be indicated by checking the relevant box below):

☐ Accept the SelectBuild Illinois, LLC Plan.

☐ Reject the SelectBuild Illinois, LLC Plan.

☐ Make the Small Unsecured

**Claims Class Election (to reduce the aggregate amount of all claims against the Debtors to no more than \$5,000 and to be treated as member of Class 8) and Accept ~~all~~ All Subplans.**



Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

If making the Small Unsecured Claims Class Election, the Voting Amount shall be an amount equal to the lesser of the full amount of the claim of the creditor in the applicable class and \$5,000.

Debtor(s) that Claim is Asserted Against: ~~TO BE PRE-PRINTED BY BALLOTING AGENT~~ SelectBuild Illinois, LLC

**Item 3: Voting Assumptions.**

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or

withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(e) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(e) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

**Item 4. Certifications and Acknowledgments.** By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 6 Claim (or, if making the Small Unsecured Claims Class Election, a Class 8 Claim) or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Approval Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions;

(e) if the Small Unsecured Claims Class Election has been made, the undersigned has agreed to waive its treatment as a Class 6 creditor against the Debtors, to accept all applicable Subplans and to reduce its aggregate unsecured claims against the Debtors to no more than \$5,000; and

(f) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.



Name of Creditor (Please Print)
Authorized Signature
Name of Signatory
If by Authorized Agent, Name and Title <sup>2</sup>
Street Address
City, State, Zip Code
Telephone Number
Date Completed

**THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.**

**PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

<sup>2</sup> As indicated in the Instructions, evidence of authority must be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

# **EXHIBIT B-4**

**Ballots for Class 8**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

BALLOT FOR ACCEPTING OR REJECTING JOINT  
PLAN OF REORGANIZATION FOR THE DEBTORS UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 8(a), 8(b), 8(c), 8(d), 8(e), 8(f), 8(g), 8(h), 8(i), 8(j), 8(k), and 8(l): SMALL UNSECURED CLAIMS

**HOLDERS OF CLASS 8(a), 8(b), 8(c), 8(d), 8(e), 8(f), 8(g), 8(h), 8(i), 8(j), 8(k), and 8(l) SMALL UNSECURED CLAIMS, YOUR BALLOT MUST BE RECEIVED BY THE CLAIMS AND BALLOTING AND CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 31, NOVEMBER 9, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED.**

This Ballot is submitted to you by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") to solicit your vote to accept or reject the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 16, Amended October 1, 2009 (as amended from time to time and including all exhibits and supplements, the "**Plan**"), which is described in the accompanying *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors' Under Chapter 11 of the Bankruptcy Code*, dated June 16, Amended October 1, 2009 (as amended from time to time and including all exhibits and supplements, the "**Disclosure Statement**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, Disclosure Statement or Disclosure Statement Approval Order.

The Plan consists of ~~three~~twelve separate plans of reorganization, one for each Debtor (the "**Subplans**"): (a) ~~BMHC Plan for Debtor Building Materials Holding Corporation~~; (b) ~~BMC West Plan for Debtors BMC West Corporation and Illinois Framing, Inc.~~ (the "**BMC West Debtors**"); and (c) ~~SelectBuild Plan for Debtors SelectBuild Construction, Inc., SelectBuild Northern California, Inc., C Construction, Inc., TWF Construction, Inc., H.N.R. Framing Systems, Inc., SelectBuild Southern California, Inc., SelectBuild Nevada, Inc., SelectBuild Arizona, LLC, and SelectBuild Illinois, LLC~~ (the "**SelectBuild Debtors**"). If you have claims against more than one Debtor, you may vote on each of the applicable ~~Plans~~Subplans. Thus, for example, if you have a claim against the Debtor SelectBuild Debtors Arizona, LLC and a claim against the ~~BMC West Debtors~~Debtor Illinois Framing, Inc., you may vote separately with respect to the ~~BMC West~~Illinois Framing, Inc. Plan and the SelectBuild Arizona, LLC Plan. Alternatively, you may complete Item 1 and have your vote apply to all of your claims against the Debtors.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code.

<sup>1</sup> 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.

If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign, and return this Ballot to The Garden City Group, Inc. so that it is received by the deadline indicated above.

Your rights are described in the Disclosure Statement. The Disclosure Statement, Plan, Solicitation Procedures and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) can be obtained by: (a) accessing the Debtors' website at <http://www.bmhcrestructuring.com> or (b) requesting a copy from the Debtors' ~~Claims, Noticing and Balloting and~~ Claims Agent (the "Balloting Agent") by writing to The Garden City Group, Inc., Attn.: Building Material Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (c) calling 1-866-364-4266. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you received this Ballot in error, please contact the Balloting and Claims Agent at the address or telephone number above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan and your acceptance or rejection of the Plan. Your Small Unsecured Claim(s) have been placed in Class 8 under the Plan.

#### **INSTRUCTIONS**

1. VOTING – PLEASE COMPLETE EITHER ITEM 1 OR 2 ON THE BALLOT FORM. BEFORE COMPLETING SUCH ITEMS, PLEASE REVIEW THE VOTING ASSUMPTIONS SET FORTH IN ITEM 3 ON THE BALLOT FORM:

A. COMPLETE ITEM 1 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE ALL SUCH CLAIMS EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

B. COMPLETE ITEM 2 IF YOU HAVE A CLAIM OR CLAIMS AGAINST ONE OR MORE OF THE DEBTORS AND WISH TO VOTE SEPARATELY FOR THE PLAN APPLICABLE TO EACH SUCH DEBTOR. WITH RESPECT TO EACH CLAIM, YOU MAY VOTE EITHER TO ACCEPT OR REJECT THE APPLICABLE PLAN.

2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4 ON THE BALLOT FORM.

3. SIGN THE BALLOT AND PROVIDE ALL THE INFORMATION REQUESTED AT THE END OF THE BALLOT FORM.

4. RETURN THE BALLOT BY MAIL (AN ENVELOPE ADDRESSED TO THE GARDEN CITY GROUP, INC. IS ENCLOSED FOR YOUR CONVENIENCE), OVERNIGHT COURIER OR PERSONAL DELIVERY TO THE GARDEN CITY GROUP, INC. SO THAT IT IS RECEIVED BY 4:00 P.M.

(PREVAILING EASTERN TIME) ON ~~AUGUST 31~~ NOVEMBER 9, 2009 (THE "**VOTING DEADLINE**") AT THE  
THE FOLLOWING ADDRESS:

**If sent in the envelope provided  
or otherwise by First Class Mail:**

The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation .  
P.O. Box 9393  
Dublin, OH 43017-4293

**If sent by Overnight Courier  
or Personal Delivery:**  
The Garden City Group, Inc.  
Attn.: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A

Dublin, OH 43017

5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

**BALLOT FORM**

**Item 1. Class 8(a), Class 8(b), 8(c), 8(d), 8(e), 8(f), 8(g), 8(h), 8(i), 8(j), 8(k), and Class 8(e) Omnibus Small Unsecured Claims Vote.** The undersigned, a holder of Small Unsecured Claims against BMHC, the BMC West Debtors and/or the Select Build one or more Debtors in the amounts set forth below, votes to (check one box below):

☐ **Accept all Plans.**

☐ **Reject all Plans.**

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

**Item 2.**

**A. Class 8(a) BMHC Building Materials Holding Corporation Small Unsecured Claims Vote.** The undersigned, a holder of Small Unsecured Claims against BMHC Building Materials Holding Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the**  
BMHC Building  
Materials Holding  
Corporation Plan.

☐ **Reject the**  
BMHC Building  
Materials Holding  
Corporation Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Building Materials Holding Corporation

**B. Class 8(b) BMC West Corporation Small Unsecured Claims Vote.** The undersigned, a holder of Small Unsecured Claims against BMC West Corporation in the amounts set forth below, votes to (check one box below):

☐ **Accept the BMC West**  
Corporation Plan.

☐ **Reject the BMC West**  
Corporation Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor(s) that Claim is Asserted Against: TO BE PRE-PRINTED BY BALLOTING AGENT BMC West Corporation

**C. Class 8(c) SelectBuild Construction, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Construction, Inc. Plan.

☐ Reject the SelectBuild  
Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Construction, Inc.

**D. Class 8(d) SelectBuild Northern California, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Northern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Northern California,  
Inc. Plan.

☐ Reject the SelectBuild  
Northern California,  
Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Northern California, Inc.

**E. Class 8(e) Illinois Framing, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against Illinois Framing, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the Illinois  
Framing, Inc. Plan.

☐ Reject the Illinois  
Framing, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: Illinois Framing, Inc.

**F. Class 8(f) C Construction, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against C Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the C  
Construction, Inc. Plan.

☐ Reject the C Construction  
Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: C Construction, Inc.

**G. Class 8(g) TWF Construction, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against TWF Construction, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the TWF  
Construction, Inc. Plan.

☐ Reject the TWF  
Construction, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: TWF Construction, Inc.

**H. Class 8(h) H.N.R. Framing Systems, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against H.N.R. Framing Systems, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the H.N.R.  
Framing Systems, Inc.  
Plan.

☐ Reject the H.N.R.  
Framing Systems, Inc.  
Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: H.N.R. Framing Systems, Inc.

**I. Class 8(i) SelectBuild Southern California, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Southern California, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Southern California,  
Inc. Plan.

☐ Reject the SelectBuild  
Southern California, Inc.  
Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT



Debtor that Claim is Asserted Against: SelectBuild Southern California, Inc.

**J. Class 8(j) SelectBuild Nevada, Inc. Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Nevada, Inc. in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Nevada, Inc. Plan.

☐ Reject the SelectBuild  
Nevada, Inc. Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Nevada, Inc.

**K. Class 8(k) SelectBuild Arizona, LLC Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Arizona, LLC in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Arizona, LLC Plan.

☐ Reject the SelectBuild  
Arizona, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AND CLAIMS AGENT

Debtor that Claim is Asserted Against: SelectBuild Arizona, LLC

**L. Class 8(l) SelectBuild Illinois, LLC Small Unsecured Claims Vote.** The undersigned, a holder of (a) Small Unsecured Claims against SelectBuild Illinois, LLC in the amounts set forth below, votes to (check one box below):

☐ Accept the SelectBuild  
Illinois, LLC Plan.

☐ Reject the SelectBuild  
Illinois, LLC Plan.

Voting Amount: TO BE PRE-PRINTED BY BALLOTING AGENT

Debtor(s) that Claim is Asserted Against: ~~TO BE PRE-PRINTED BY BALLOTING AGENT~~ SelectBuild  
Illinois, LLC

**Item 3: Voting Assumptions.**

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated and treated as if such creditor held one claim in such class, and the vote related to such claim will be treated as a single vote to accept or reject the Subplan applicable to such class.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the applicable Subplan and may not split their vote. Accordingly, a ballot that partially rejects and partially accepts such Subplan *shall not be counted*.

(c) Ballots that indicate both acceptance and rejection of a Subplan *shall not be counted* as votes to accept or reject such Subplan.

(d) Ballots that fail to indicate an acceptance or rejection of any Subplan *shall not be counted* as votes to accept or reject any of the Subplans.

(e) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor but fail to indicate an acceptance or rejection of another applicable Subplan, and which are otherwise properly executed and received prior to the Voting Deadline, *shall be counted* as votes to accept or reject all of the Subplans applicable to the voting creditor.

(f) Ballots that indicate an acceptance or rejection of one Subplan applicable to the voting creditor and rejection of another Subplan applicable to the voting creditor *shall be counted* as a vote to accept the Subplan for which such creditor voted to accept and a vote to reject the Subplan for which such creditor voted to reject.

(g) Only ballots that are timely received prior to the Voting Deadline and that are properly executed will be counted. Unsigned ballots *shall not be counted*.

(h) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, *shall not be counted*.

(i) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, *shall not be counted*.

(j) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ballots.

(k) If a creditor simultaneously casts inconsistent duplicate ballots, with respect to the same claim, such ballots *shall not be counted*.

(l) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

(m) If a creditor in Classes 6(a)-6(e) makes the Small Unsecured Claims Class Election on its Class 6 ballot, such election shall be binding on the creditor for all of its claims against the Debtors, shall constitute an acceptance of all of the Subplans by such creditor, and all of such creditor's claims against the Debtors shall be deemed to be and treated solely as claims in Classes 8(a)-8(e) limited for distribution purposes, in the aggregate, to no more than \$5,000, and the Class 6 ballot submitted by such creditor shall be deemed to be an accepting Class 8 ballot.

(n) Any creditor may vote to accept or reject all of the Subplans applicable to it (and to make a Small Unsecured Claims Class Election, if applicable) by completing Item 1 on the ballot, which allows a single vote for all claims held by such creditor.

**Item 4. Certifications and Acknowledgments.** By signing this Ballot, the undersigned acknowledges and certifies that:

(a) the undersigned is the holder of a Class 8 Claim or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant;

(b) the undersigned has been provided with a copy of the Plan, Disclosure Statement and Disclosure Statement Approval Order;

(c) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement;

(d) the undersigned has carefully read this Ballot and the accompanying instructions;

(e) the undersigned's aggregate general unsecured claims against the Debtors is \$5,000 or less or, if greater than \$5,000, the undersigned has agreed to reduce its aggregate unsecured claims against the Debtors to \$5,000; and

(f) the vote reflected on this Ballot is binding on its successors, heirs and assigns including, without limitation, any transferee.

Name of Creditor (Please Print)
Authorized Signature
Name of Signatory
If by Authorized Agent, Name and Title <sup>2</sup>
Street Address
City, State, Zip Code
Telephone Number
Date Completed

**THE BALLOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT, THE GARDEN CITY GROUP, INC. AT 1-866-364-4266.**

**PLEASE NOTE THAT THE BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

<sup>2</sup> As indicated in the Instructions, evidence of authority must be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is an individual and the signatory is the creditor.

# **EXHIBIT C**

## **Non-Voting Holder Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:	)	Chapter 11
	)	Case No. 09-12074 (KJC)
BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Jointly Administered
Debtors.	)	Confirmation Objection
	)	Deadline: <del>August 31</del> , <u>November 9</u> , 2009 at 4:00 p.m. (ET)
	)	Confirmation Hearing: <del>September 10</del> , <u>November 19</u> , 2009 at 3:11:00 p.m. (ET)

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) HEARING TO CONSIDER  
CONFIRMATION OF PLAN, AND (III) DEADLINE FOR FILING  
OBJECTIONS TO CONFIRMATION OF PLAN  
(Non-Voting Holding Notice)

TO: ALL UNIMPAIRED CREDITORS OF THE DEBTORS, AND  
CREDITORS OR INTEREST HOLDERS NOT ENTITLED TO VOTE ON PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated July ~~[29]~~, October 7, 2009 (the "*Disclosure Statement Order*"), the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") approved the *Disclosure Statement with Respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "*Disclosure Statement*") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "*Bankruptcy Code*").

CONFIRMATION HEARING

2. On ~~September 10~~, November 19, 2009 at 3:11:00 p.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "*Confirmation Hearing*") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "*Plan*").<sup>2</sup> The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of impaired claims against the Debtors are entitled to vote on the Plan. However, holders of unimpaired claims against the Debtors are deemed to have accepted the Plan and are not entitled to vote on the Plan. Similarly, holders of claims against, and equity interests in, the Debtors that will receive no distribution under the Plan are deemed to have rejected the Plan and are not entitled to vote on

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

the Plan.

4. ~~July 29, October 7, 2009~~ has been established by the Bankruptcy Court as the record date for determining the creditors and interest holders entitled to receive solicitation or notice materials for the Plan.

5. You are receiving this Notice because you are either an unimpaired creditor or a creditor or equity holder of the Debtors who will receive no distribution under the Plan and, therefore, not entitled to vote on the Plan.

### **SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS**

6. The Plan proposes to modify the rights of certain creditors and equity holders of the Debtors. The Plan establishes the following classes of Claims and Interests with the following treatment:

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
Unclassified	Administrative Expense Claims, including Claims under DIP Facility	These Claims are Unimpaired. The Plan provides for payment of Allowed Administrative Expense Claims in full in Cash.	100%
Unclassified	Professional Compensation Claims	These Claims are Unimpaired. The Plan provides for payment of each Allowed Professional Compensation Claim in full in Cash.	100%
Unclassified	Priority Tax Claims	These Claims are Unimpaired. The Plan provides for payment of <del>that</del> each <u>Holder of an Allowed Priority Tax Claim in full in Cash shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.</u>	100%
1(a)-(e)	Other Priority Claims	Claims in these Classes are Unimpaired. The Plan provides for payment of each Allowed Other Priority Claim in full in Cash.	100%
2(a)-(e)	Funded Lender Claims	Claims in these Classes are Impaired. Each Holder of an Allowed Funded Lender Claim shall, <u>in full satisfaction, release, and discharge of and in exchange for such Claim,</u> receive (i) the Funded Lender's Share of the Sale Cash Collateral Excess Proceeds Account Effective Date Amount <u>as to such Claim,</u> (ii) a Term Note issued by Reorganized BMHC under the Term Loan Credit Agreement in an original aggregate principal amount equal to \$135,000,000 <del>(less the Sale Cash Collateral Excess Proceeds Account Effective Date Amount)</del> <u>the Maximum Funded Lenders Term Note Cap</u> multiplied by such Holder's Pro Rata share of <u>all</u> Allowed Funded Lender Claims, and (iii) its Pro Rata share of the Reorganized BMHC Equity <del>Interests</del> <u>Interest Funded Lender Issuance</u> , subject to dilution by (a) any Reorganized BMHC Equity Interests issued <u>on the Effective Date and from time to time thereafter</u> to the Holders of <u>Allowed L/C Lender Claims up to the Reorganized BMHC Equity Interest L/C Cap</u> and (b) any Reorganized BMHC Equity Interests issued after the Effective Date in respect of the Long Term Incentive Plan.	66.572.4% <sup>3</sup>
3(a)-(e)	L/C Lender Claims	Claims in these Classes are Impaired. <u>Allowed L/C Lender Claims shall be treated as follows:</u> From and after the Effective Date, obligations of the Prepetition L/C Lenders (whether Wells Fargo Bank, N.A. (" <del>WFB</del> "), as the letter of credit issuer under the Prepetition Credit Agreement, or the Prepetition Revolving Lenders in respect of their several reimbursement obligations to	NA

<sup>3</sup> Assumes no draws on Prepetition Letters of Credit, which the Debtors do not anticipate.

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p>WFB arising under the Prepetition Credit Agreement) shall continue to be governed by the lender reimbursement provisions of the Prepetition Credit Agreement. Reorganized BMHC shall have no obligations whatsoever in respect of the letter of credit reimbursement obligations arising in respect of the Prepetition Letters of Credit, except (a) the Holders of Allowed L/C Lender Claims shall be entitled to the L/C Lender Fee and (b) as expressly set forth in Section 4.3.2.2 of the Plan, <del>and all</del> <u>All</u> Liens with respect to the Prepetition Credit Agreement shall be released, discharged and extinguished.</p> <p>To the extent any Allowed L/C Lender Claim is liquidated on or after the Petition Date, each Holder of an Allowed L/C Lender Claim shall, in full satisfaction, release, and discharge of and in exchange for the Liquidated L/C Amount of such Claim, receive the following <u>on the Effective Date and thereafter from time to time if, as and when Allowed L/C Lender Claims are liquidated:</u></p> <p>(A) a Term Note issued by Reorganized BMHC under the Term Loan Credit Agreement in an original aggregate principal amount equal to 50% of the Liquidated L/C Amount of the Allowed L/C Lender Claim; <del>provided, however, that the maximum amount of the Term Notes issued in connection with Allowed L/C Lender Claims shall not exceed the Maximum L/C Lenders Term Note Cap; provided, however, that the principal amount of any Term Note issued by Reorganized BMHC on the Effective Date to the Holder of an Allowed L/C Lender Claim in respect of the</del> <u>multiplied by the ratio (expressed as a percentage) that such Liquidated L/C Amount of such Claim shall be reduced by the L/C Lender's Share of the Sale Cash Collateral Excess Proceeds Account Effective Date Amount; bears to the aggregate amount of all Allowed L/C Lender Claims; and</u></p> <p>(B) <u>with respect to any Allowed L/C Lender Claim liquidated from and after the Petition Date through the Effective Date, its Pro Rata share of the Reorganized BMHC Equity Interest L/C Lender Issuance, subject to dilution by (a) the Reorganized BMHC Equity Interests issued on the Effective Date to the Holders of Allowed Funded Lender Claims, (b) any Reorganized BMHC Equity Interests issued from time to time after the Effective Date to the Holders of Allowed L/C Lender Claims and (c) any BMHC Equity Interests issued after the Effective Date in respect of the Long Term Incentive Plan; and</u></p> <p>(C) <u>with respect to any Allowed L/C Lender Claims liquidated after the Effective Date, an amount of the Reorganized BMHC Equity Interests, rounded to the nearest whole number, equal to such L/C Lender's Pro Rata share of the aggregate Reorganized BMHC Equity Interest L/C Cap multiplied by the ratio (expressed as a percentage) of the Liquidated L/C Amount to the Maximum L/C Lenders Term Note Cap of such Claim multiplied by the L/C Lender Claim Equity Conversion Ratio, subject to dilution by any Reorganized BMHC Equity Interests issued after the Effective Date in respect of the Long Term</u></p>	



Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p>Incentive Plan. The total Reorganized BMHC Equity Interests that shall be issued with respect to Allowed L/C Lender Claims shall not exceed the Reorganized BMHC Equity Interest L/C Lender Cap; and</p> <p>(C) <del>The D</del> On the Effective Date only, the L/C Lender's Share of the Sale Cash Collateral Excess Proceeds Account Effective Date Amount as to such Liquidated L/C Amount of such Claim on the Effective Date.</p> <p>If, and only to the extent, a Prepetition L/C Lender fails to reimburse in full WFB in respect of its reimbursement obligation to WFB arising under the Prepetition Credit Agreement, WFB shall be entitled to receive the distribution described above which would otherwise be payable to such defaulting Prepetition L/C Lender.</p> <p>Prepetition Letters of Credit shall not be used by the Reorganized Debtors to collateralize obligations that do not exist as of the Effective Date, <u>provided, however, that notwithstanding any provision of the foregoing, Prepetition Letters of Credit to the contrary; provided, however, that they shall continue to collateralize all obligations under insurance policies and Agreements and/or performance bonds incurred prior to the Effective Date shall (i) (and any agreements, documents or instruments relating thereto) secured by such Prepetition Letters of Credit, whether such obligations exist as of the Effective Date or arise thereafter; and such Prepetition Letters of Credit and obligations shall survive the Effective Date (as provided in Section [ ] of the Plan) and (ii) be collateralized by the unaffected and unaltered by the Plan. No issuer of Prepetition Letters of Credit until the earlier to occur of (a) the termination of such obligations or (b) shall have any obligation to renew a Prepetition Letter of Credit for a period beyond the Maturity Date under the Term Loan Credit Agreement (as such term is defined therein); provided that this sentence shall not impair or affect the rights of any beneficiary under any Prepetition Letter of Credit.</u></p> <p>Allowed L/C Lender Claims or any portion thereof that are not liquidated prior to the occurrence of the Maturity Date of the Term Loan Credit Agreement shall be extinguished, and any outstanding Prepetition Letters of Credit at that time shall be cancelled and replaced by the Reorganized Debtors as and to the extent necessary in accordance with their business judgment.</p>	
4(a)-(e)	Other Secured Claims	<p>Claims in these Classes are Unimpaired. Each Allowed Other Secured Claim, <u>including secured tax claims, shall be reinstated or otherwise rendered unimpaired. Allowed secured tax claims may be treated in accordance with the terms set forth in section 1129(a)(9)(D) of the Bankruptcy Code and any interest required to be paid on Allowed secured tax claims will be paid in accordance with section 511 of the Bankruptcy Code.</u></p>	100%
5(a)-(e)	L/C General Unsecured Claims	<p>Claims in these Class are Unimpaired. <u>Each Allowed Except to the extent that a Holder of an L/C General Unsecured Claim agrees to a less favorable treatment, each L/C General Unsecured Claim</u></p>	100%

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		shall be reinstated, paid in full, or otherwise rendered Unimpaired, and the applicable Reorganized Debtors shall remain liable for the L/C General Unsecured Claim, whether no existing or hereafter arising.	
6(a)	<u>BMHC General Unsecured Claims against BMHC</u>	<p>Claims in this Class are Impaired. <del>Provided that the</del> If Class 6(a) votes to accept the Plan, <u>on the Distribution Date</u>, each Holder of an Allowed-BMHC General Unsecured Claim <u>against BMHC</u> shall receive its Pro Rata share of the BMHC Beneficial Interests in the Liquidating Trust, which shall entitle such Holder to distributions from the Liquidating Trust Assets as and to the extent set forth in the Plan and Liquidating Trust Agreement <u>Unsecured Distribution</u>. <u>The BMHC Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against BMHC bears to the aggregate amount of all Allowed General Unsecured Claims.</u> Notwithstanding the foregoing, each Holder of an Allowed BMHC General Unsecured Claim <u>against BMHC</u> shall be entitled, by exercise of the election set forth on the Ballot with respect to such BMHC General Unsecured Claim, to make the Small Unsecured Claims Class Election. <u>Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p> <p><del>If the</del> Class 6(a) votes to reject the Plan, on the Distribution <del>Effective</del> Date, each Holder of an Allowed BMHC <del>all</del> General Unsecured Claim <u>Claims against BMHC</u> shall receive its Pro Rata share of the BMHC Rejection Distribution <del>be cancelled and discharged without any distribution</del></p>	<p><del>55.29.9%</del></p> <p><u>(If Class Votes to Accept)</u></p> <p><del>-or-</del></p> <p><u>0%</u></p> <p><u>(If Class Votes to Reject)</u></p>
6(b)	<u>BMC West General Unsecured Claims against BMC West</u>	<p>Claims in this Class are Impaired. <del>Provided that the</del> If Class 6(b) votes to accept the Plan, <u>on the Distribution Date</u>, each Holder of an Allowed-BMC West General Unsecured Claim <u>against BMC West</u> shall receive its Pro Rata share of the BMC West Beneficial Interests in the Liquidating Trust, which shall entitle such Holder to distributions from the Liquidating Trust Assets as and to the extent set forth in the Plan and the Liquidating Trust Agreement <u>Unsecured Distribution</u>. <u>The BMC West Unsecured Distribution means a distribution from the available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against BMC West bears to the aggregate amount of all Allowed General Unsecured Claims.</u> Notwithstanding the foregoing, each Holder of a BMC Westan Allowed General</p>	<p><del>55.29.9%</del></p> <p><u>(If Class Votes to Accept)</u></p> <p><del>-or-</del></p> <p><u>0%</u></p> <p><u>(If Class Votes to Reject)</u></p>

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p>Unsecured Claim <del>against BMC West</del> shall be entitled, by exercise of the election set forth on the Ballot with respect to such <del>Allowed Other Debtor</del> <u>General</u> Unsecured Claim, to make the Small Unsecured Claims Class Election. <u>Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p> <p><del>If the Class 6(b) votes to reject the Plan, on the Distribution Effective Date, each Holder of an Allowed BMC West all General Unsecured Claim</del> <u>Claims against BMC West shall receive its Pro Rata share of the BMC West Rejection Distribution.</u> <del>be cancelled and discharged without any distribution</del></p>	
6(c)	<del>SelectBuild</del> <u>General Unsecured Claims against SelectBuild Construction</u>	<p><del>Claims in this Class are Impaired. Provided that the</del> <u>If Class 6(c) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed SelectBuild General Unsecured Claim against SelectBuild Construction shall receive its Pro Rata share of the SelectBuild Beneficial Interests in the Liquidating Trust, which shall entitle such Holder to distributions from the Liquidating Trust Assets as and to the extent set forth in the Plan and the Liquidating Trust Agreement.</u> <u>Construction Unsecured Distribution. The SelectBuild Construction Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Construction bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of a SelectBuild an Allowed General Unsecured Claim against SelectBuild Construction shall be entitled, by exercise of the election set forth on the Ballot with respect to such Allowed Other Debtor</u> <u>General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p>	<p><del>55.29.9%</del></p> <p><u>(If the Class Votes to Accept)</u></p> <p><del>-or-</del></p> <p><u>0%</u></p> <p><u>(If the Class Votes to Reject)</u></p>

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		If the <u>Class 6(c)</u> votes to reject the Plan, on the <u>Distribution Effective Date</u> , each <u>Holder of an Allowed SelectBuildall General Unsecured Claim</u> <u>Claims against SelectBuild Construction</u> shall receive its Pro Rata share of the <u>SelectBuild Rejection Distribution</u> <u>be cancelled and discharged without any distribution</u>	
6(d)	<u>General Unsecured Claims against SelectBuild Northern California</u>	<p>Claims in this Class are Impaired. If Class 6(d) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Northern California shall receive its Pro Rata share of the SelectBuild Northern California Unsecured Distribution. The SelectBuild Northern California Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Northern California bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Northern California shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</p> <p>If Class 6(d) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Northern California shall be cancelled and discharged without any distribution</p>	<p>9.9% (If the Class Votes to Accept) -or- 0% (If the Class Votes to Reject)</p>
6(e)	<u>General Unsecured Claims against Illinois Framing</u>	<p>Claims in this Class are Impaired. If Class 6(e) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against Illinois Framing shall receive its Pro Rata share of the Illinois Framing Unsecured Distribution. The Illinois Framing Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against Illinois Framing bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against Illinois Framing shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured</p>	<p>9.9% (If the Class Votes to Accept) -or- 0% (If the Class Votes to Reject)</p>



Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p><u>Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p> <p><u>If Class 6(e) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against Illinois Framing shall be cancelled and discharged without any distribution</u></p>	
<u>6(f)</u>	<u>General Unsecured Claims against C Construction</u>	<p><u>Claims in this Class are Impaired. If Class 6(f) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against C Construction shall receive its Pro Rata share of the C Construction Unsecured Distribution. The C Construction Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against C Construction bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against C Construction shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p> <p><u>If Class 6(f) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against C Construction shall be cancelled and discharged without any distribution</u></p>	<p><u>9.9%</u> <u>(If the Class Votes to Accept)</u>  <u>-or-</u>  <u>0%</u>  <u>(If the Class Votes to Reject)</u></p>
<u>6(g)</u>	<u>General Unsecured Claims against TWF Construction</u>	<p><u>Claims in this Class are Impaired. If Class 6(g) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against TWF Construction shall receive its Pro Rata share of the TWF Construction Unsecured Distribution. The TWF Construction Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed</u></p>	<p><u>9.9%</u> <u>(If the Class Votes to Accept)</u>  <u>-or-</u>  <u>0%</u></p>

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p><u>General Unsecured Claims against TWF Construction bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against TWF Construction shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p> <p><u>If Class 6(g) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against TWF Construction shall be cancelled and discharged without any distribution</u></p>	<u>(If the Class Votes to Reject)</u>
6(h)	<u>General Unsecured Claims against SelectBuild H.N.R. Framing Systems</u>	<p><u>Claims in this Class are Impaired. If Class 6(h) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against H.N.R. Framing Systems shall receive its Pro Rata share of the H.N.R. Framing Systems Unsecured Distribution. The H.N.R. Framing Systems Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against H.N.R. Framing Systems bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against H.N.R. Framing Systems shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p> <p><u>If Class 6(h) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against H.N.R. Framing Systems shall be cancelled and discharged without any distribution</u></p>	<p><u>9.9%</u></p> <p><u>(If the Class Votes to Accept)</u></p> <p><u>-or-</u></p> <p><u>0%</u></p> <p><u>(If the Class Votes to Reject)</u></p>



Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
6(i)	<u>General Unsecured Claims against SelectBuild Southern California</u>	<p><u>Claims in this Class are Impaired. If Class 6(i) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Southern California shall receive its Pro Rata share of the SelectBuild Southern California Unsecured Distribution. The SelectBuild Southern California Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Southern California bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Southern California shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p> <p><u>If Class 6(i) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Southern California shall be cancelled and discharged without any distribution</u></p>	<p><u>9.9%</u></p> <p><u>(If the Class Votes to Accept)</u></p> <p><u>-or-</u></p> <p><u>0%</u></p> <p><u>(If the Class Votes to Reject)</u></p>
6(j)	<u>General Unsecured Claims against SelectBuild Nevada</u>	<p><u>Claims in this Class are Impaired. If Class 6(j) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Nevada shall receive its Pro Rata share of the SelectBuild Nevada Unsecured Distribution. The SelectBuild Nevada Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Nevada bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Nevada shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the</u></p>	<p><u>9.9%</u></p> <p><u>(If the Class Votes to Accept)</u></p> <p><u>-or-</u></p> <p><u>0%</u></p> <p><u>(If the Class Votes to Reject)</u></p>

Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p><u>amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p> <p><u>If Class 6(j) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Nevada shall be cancelled and discharged without any distribution</u></p>	
6(k)	<u>General Unsecured Claims against SelectBuild Arizona</u>	<p><u>Claims in this Class are Impaired. If Class 6(k) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Arizona shall receive its Pro Rata share of the SelectBuild Arizona Unsecured Distribution. The SelectBuild Arizona Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Arizona bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Arizona shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</u></p> <p><u>If Class 6(k) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Arizona shall be cancelled and discharged without any distribution</u></p>	<p><u>9.9%</u> <u>(If the Class Votes to Accept)</u></p> <p><u>-or-</u> <u>0%</u> <u>(If the Class Votes to Reject)</u></p>
6(l)	<u>General Unsecured Claims against SelectBuild Illinois</u>	<p><u>Claims in this Class are Impaired. If Class 6(l) votes to accept the Plan, on the Distribution Date, each Holder of an Allowed General Unsecured Claim against SelectBuild Illinois shall receive its Pro Rata share of the SelectBuild Illinois Unsecured Distribution. The SelectBuild Illinois Unsecured Distribution means a distribution from available, unreserved cash in the Unsecured Cash Fund equal to the ratio (expressed as a percentage) that the amount of Allowed General Unsecured Claims against SelectBuild Illinois bears to the aggregate amount of all Allowed General Unsecured Claims. Notwithstanding the foregoing, each Holder of an Allowed General Unsecured Claim against SelectBuild Illinois shall be entitled, by exercise of the election set forth on the Ballot with respect to such General Unsecured Claim, to make the Small Unsecured Claims Class Election. Making the Small Unsecured</u></p>	<p><u>9.9%</u> <u>(If the Class Votes to Accept)</u></p> <p><u>-or-</u> <u>0%</u> <u>(If the Class Votes to Reject)</u></p>



Class	Type of Claim or Interest	Treatment of Claim/Interest	Projected Recovery Under the Plan
		<p><del>Claims Class Election is Voluntary. By making the Small Unsecured Claims Class Election for any Allowed General Unsecured Claim against any Debtor, such Holder will be deemed to have made such Election with respect to all Allowed General Unsecured Claims held by such Holder against all Debtors and to have agreed to reduce the amount of its aggregate General Unsecured Claims against all Debtors to the lesser of (a) the amount of such aggregate claims or (b) \$5,000. Making the Small Unsecured Claims Class Election shall constitute an acceptance of the Plan and will indicate the Holder's agreement to waive Class 6 treatment; instead, such Holder shall have a Class 8 Claim and receive the treatment specified in section 4.8 of the Plan.</del></p> <p><del>If Class 6(I) votes to reject the Plan, on the Effective Date, all General Unsecured Claims against SelectBuild Illinois shall be cancelled and discharged without any distribution.</del></p>	
7(a)-(e)	Intercompany Claims	Claims in these Classes are Unimpaired. To preserve the Debtors' corporate structure, Intercompany Claims may be reinstated as of the Effective Date or, at the Debtors' or Reorganized Debtors' option, be cancelled, and no distributions shall be made on account of such Claims.	100%
8(a)-(e)	Small Unsecured Claims	Claims in these Classes are Impaired. Each Holder of a Small Unsecured Claim shall receive, <u>in full satisfaction, release and discharge of and in exchange for all Allowed General Unsecured claims held by such Holder against all Debtors</u> , Cash equal to the lesser of (i) <del>10025%</del> <u>10025%</u> of the Allowed Amount of such <del>Claim</del> <u>all Allowed General Unsecured Claims held by such Holder against all Debtors</u> (excluding any interest) or (ii) <del>\$5,000</del> <u>\$5,000</u> ; provided, however, that the Small Unsecured Claims Class Election shall only be effective upon the Confirmation Order and the occurrence of the Effective Date.	<del>10025%</del> <u>10025%</u>
9(a)	Interests in BMHC	Interests in this Class are Impaired. All Interests in BMHC shall be cancelled without further distribution.	NA
9(b)-(e)	Other Interests	Interests in these Classes are Unimpaired. Intercompany Interests in each of the <del>BMC West Debtors and the SelectBuild Debtors</del> <u>BMC West, SelectBuild Construction, SelectBuild Northern California, Illinois Framing, C Construction, TWF Construction, H.N.R. Framing Systems, SelectBuild Southern California, SelectBuild Nevada, SelectBuild Arizona and SelectBuild Illinois</u> shall be reinstated for the benefit of the Holders thereof.	NA
10(a)-(e)	Section 510(b) Claims	Claims in these Classes are Impaired. All Section 510(b) Claims shall be cancelled and discharged without further distribution.	0%

### **EXCULPATION, INJUNCTIONS AND RELEASES**

6. ~~7.~~ The Plan contains the exculpation, injunction and release provisions set forth below:

**9.2.1. Releases by the Debtors.** As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacity and as debtors in possession will be deemed to release and forever waive and discharge all Claims, obligations, suits, judgments, damages, demands,

debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between and Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

**9.2.2. *Certain Waivers.*** Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of Section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

**§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

**9.2.3. *Releases by Holders of Claims and Interests.*** As Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations (except

Cure Claims that have not been timely filed) of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any obligation under any assumed contract or lease or any Prepetition Letters of Credit.

~~9.2.4. Exculpation.~~ The Exculpated Parties shall not be liable, other than for gross negligence or willful misconduct, to any Holder of a Claim or Interest or any other Person with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time prior to the Effective Date in connection with:

- ~~• the management or operation of the Debtors or the discharge of their duties under the Bankruptcy Code;~~
- ~~• the implementation of any of the transactions provided for, or contemplated in the Plan or the other Plan Documents;~~
- ~~• any action taken in connection with either the enforcement of the rights of any Debtor against any Persons or the defense of Claims asserted against any such Debtor with regard to the Chapter 11 Cases;~~
- ~~• any action taken in the negotiation, formulation, development, proposal, solicitation, disclosure, Confirmation, or implementation of the Plan or the other Plan Documents; or • the administration of the Plan or the assets and property to be distributed pursuant to the Plan. On and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party is hereby released from, any claim, cause of action, or liability to any other Exculpated Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the administration of the Plan and/or the property to be distributed under the Plan, except for claims, causes of action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Debtors, the Estates, the Committee, WFB, the Prepetition Lenders, the DIP Lenders, and their respective officers, directors, employees, members, attorneys, crisis managers, financial advisors, and professionals, shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. No provision of the Plan, the Disclosure Statement, or the Confirmation Order shall be deemed to act upon or release any claims, Causes of Action or liabilities that the Debtors, the Estates, or any party in interest may have against or to any Person for any act, omission, or failure to act that occurred prior to the Petition Date other than in connection with the preparation and filing of the Chapter 11 Cases, nor shall any provision of the Plan or the Confirmation Order be deemed to act to release any Avoidance Actions.~~

~~In connection with this provision, the Exculpated Parties are entitled to reasonably rely upon the opinions of their respective counsel, accountants, and other experts or professionals and such reliance, if reasonable, will conclusively establish the absence of gross negligence or willful misconduct; provided, however, that a determination that such reliance is unreasonable will not, by itself, constitute a determination regarding the existence of willful misconduct or gross negligence.~~

~~If the Holder of a Claim or Interest or other Person brings an action, suit, or proceeding covered by this Section and does not prevail, such Holder or other Person must pay the reasonable attorneys' fees and costs of the Exculpated Party. Moreover, as a condition to going forward with such action, suit, or proceeding, the Holder of a Claim or Interest or other Person must, at the outset, provide appropriate proof and assurances of its capacity to pay the Exculpated Party's reasonable attorneys' fees and costs in the event the Holder or other Person fails to prevail. The Exculpated Party shall have no obligation to pay, or provide appropriate proof and financial assurance of its capacity to pay, reasonable attorneys' fees and costs in the event that the Holder of a Claim or Interest or other Person prevails in any such action, suit, or proceeding against such Exculpated Party.~~

9.2.5. Injunction Related to Releases. To the fullest extent allowed by law, and except as otherwise

provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released or exculpated pursuant to Section 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

#### **DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN**

7. 8.—Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before ~~August 31,~~ November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Confirmation Objection Deadline**") with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be actually received on or before the Confirmation Objection Deadline, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

## COPIES OF PLAN AND DISCLOSURE STATEMENT

8. 9. The Disclosure Statement and the Plan are on file with the clerk of the Bankruptcy Court, and copies of the same may be obtained by parties in interest from the Debtors' balloting agent in connection with the Plan, The Garden City Group, Inc., by mail Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, by telephone at 1-866-364-4266, or on the internet at (<http://www.bmhcrestructuring.com/>). Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801, or viewed on the Internet at the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

Dated: Wilmington, Delaware  
July ~~October~~, 2009

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Attorneys for Debtors and Debtors in Possession

# **EXHIBIT D**

## **Publication Notice of Confirmation Hearing**

**IN RE:**

### Debtors.

## Chapter 11

**Case No. 09-12074 (KJC)**

### Jointly Administered

### Voting Deadline and Confirmation Objection

**Deadline: ~~August 31~~, November 9, 2009 at 4:00 p.m. (ET)**

**Confirmation Hearing: September 10, November 19, 2009 at 311:00 p.m. (ET)**

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN**

**TO: HOLDERS OF CLAIMS IN CLASSES 2(a)-(e), 3(a)-(e), 6(a)-(e) AND 8(a)-(e)**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. YOUR VOTE IS BEING SOLICITED IN CONNECTION WITH THE JOINT PLAN OF REORGANIZATION FOR THE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE AMENDED OCTOBER 1, 2009 (INCLUDING ALL EXHIBITS THERETO AND AS AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN").<sup>2</sup> YOU SHOULD CAREFULLY REVIEW THE INFORMATION AND MATERIAL SET FORTH IN THE DISCLOSURE STATEMENT (AS DEFINED BELOW) (AND IN THE EXHIBITS ATTACHED THERETO) TO MAKE AN INDEPENDENT DETERMINATION AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. The Disclosure Statement and the Plan are on file with the clerk of the Bankruptcy Court, and copies of the same (and an appropriate Ballot) may be obtained by parties in interest from the Debtors' balloting agent in connection with the Plan, The Garden City Group, Inc., by mail Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, by telephone at 1-866-364-4266, or on the internet at (<http://www.bmhcrestructuring.com>). Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801, or viewed on the Internet at the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

### APPROVAL OF DISCLOSURE STATEMENT

2. By order dated July 29, October 7, 2009 (the "***Disclosure Statement Approval Order***"), the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***") approved the *Disclosure Statement with respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "***Disclosure Statement***") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "***Bankruptcy Code***").

<sup>1</sup> 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.

<sup>2</sup> All capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Plan. □

### DEADLINE FOR VOTING ON THE PLAN

3. By the Disclosure Statement Approval Order, the Bankruptcy Court established ~~August 31, November 9, 2009~~ at 4:00 p.m. (prevailing Eastern Time) (the "**Voting Deadline**") as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, your original ballot (which is enclosed herewith) must actually be **received** on or before the Voting Deadline by GCG at the following address: (i) by first class mail, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (ii) by overnight mail or hand delivery, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. Ballots cast by facsimile, email or other electronic transmission will not be counted

### CONFIRMATION HEARING

4. On ~~September 10, November 19, 2009~~ at ~~311:00~~ **pa.m.** (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "**Confirmation Hearing**") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the Plan, as the same may be amended, modified or supplemented from time to time, and for such other and further relief as may be just and proper. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

### EXCULPATION, INJUNCTIONS AND RELEASES

5. The Plan contains the exculpation, injunction and release provisions set forth below:

**9.2.1. Releases by the Debtors.** As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacity and as debtors in possession will be deemed to release and forever waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between and Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

**9.2.2. Certain Waivers.** Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of Section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

**§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST**



IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED  
HIS SETTLEMENT WITH THE DEBTOR.

EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

9.2.3. Releases by Holders of Claims and Interests. ~~As~~ Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations (except Cure Claims that have not been timely filed) of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any obligation under any assumed contract or lease or any Prepetition Letters of Credit.

9.2.4. Exculpation. ~~The Exculpated Parties shall not be liable, other than for gross negligence or willful misconduct, to any Holder of a Claim or Interest or any other Person with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time prior to the Effective Date in connection with:~~

- ~~\* the management or operation of the Debtors or the discharge of their duties under the Bankruptcy Code;~~
- ~~\* the implementation of any of the transactions provided for, or contemplated in the Plan or the other Plan Documents;~~

- ~~any action taken in connection with either the enforcement of the rights of any Debtor against any Persons or the defense of Claims asserted against any such Debtor with regard to the Chapter 11 Cases;~~
- ~~any action taken in the negotiation, formulation, development, proposal, solicitation, disclosure, Confirmation, or implementation of the Plan or the other Plan Documents; or~~ the administration of the Plan or the assets and property to be distributed pursuant to the Plan. On and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party is hereby released from, any claim, cause of action, or liability to any other Exculpated Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the administration of the Plan and/or the property to be distributed under the Plan, except for claims, causes of action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Debtors, the Estates, the Committee, WFB, the Prepetition Lenders, the DIP Lenders, and their respective officers, directors, employees, members, attorneys, crisis managers, financial advisors, and professionals, shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. No provision of the Plan, the Disclosure Statement, or the Confirmation Order shall be deemed to act upon or release any claims, Causes of Action, or liabilities that the Debtors, the Estates, or any party in interest may have against or to any Person for any act, omission, or failure to act that occurred prior to the Petition Date other than in connection with the preparation and filing of the Chapter 11 Cases, nor shall any provision of the Plan or the Confirmation Order be deemed to act to release any Avoidance Actions.

~~In connection with this provision, the Exculpated Parties are entitled to reasonably rely upon the opinions of their respective counsel, accountants, and other experts or professionals and such reliance, if reasonable, will conclusively establish the absence of gross negligence or willful misconduct; provided, however, that a determination that such reliance is unreasonable will not, by itself, constitute a determination regarding the existence of willful misconduct or gross negligence.~~

~~If the Holder of a Claim or Interest or other Person brings an action, suit, or proceeding covered by this Section and does not prevail, such Holder or other Person must pay the reasonable attorneys' fees and costs of the Exculpated Party. Moreover, as a condition to going forward with such action, suit, or proceeding, the Holder of a Claim or Interest or other Person must, at the outset, provide appropriate proof and assurances of its capacity to pay the Exculpated Party's reasonable attorneys' fees and costs in the event the Holder or other Person fails to prevail. The Exculpated Party shall have no obligation to pay, or provide appropriate proof and financial assurance of its capacity to pay, reasonable attorneys' fees and costs in the event that the Holder of a Claim or Interest or other Person prevails in any such action, suit, or proceeding against such Exculpated Party.~~

**9.2.5. Injunction Related to Releases.** To the fullest extent allowed by law, and except as otherwise provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released or exculpated pursuant to Section 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts,

rights, Causes of Action, and liabilities; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their Assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

#### **DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN**

6. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before ~~August 31~~ November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the **"Confirmation Objection Deadline"**) with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be **actually received on or before the Confirmation Objection Deadline**, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

Dated: Wilmington, Delaware  
July ~~{October }~~, 2009

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**Attorneys for Debtors and Debtors in Possession**

# **EXHIBIT E**

## **Cure Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:	) Chapter 11
	)
BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , <sup>1</sup>	) Case No. 09-12074 (KJC)
	)
Debtors.	) Jointly Administered
	)
	) Cure Objection Deadline: <del>August 31</del> , <u>November 9</u> , 2009 at 4:00 p.m. (ET)
	)

NOTICE OF (I) POSSIBLE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (II) FIXING OF CURE AMOUNTS IN CONNECTION THEREWITH, AND  
(III) DEADLINE TO OBJECT THERETO

PLEASE TAKE NOTICE that on July 13, 2009, Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), filed in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") the Debtors' Motion for an Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, including (A) Approving the Form and Manner of Distribution of Solicitation Packages, (B) Approving the Form and Notice of the Confirmation Hearing, (C) Establishing a Record Date and Approving Procedures for Distribution of Solicitation Packages, (D) Approving Forms of Ballots, (E) Establishing the Deadline for Receipt of Ballots, and (F) Approving the Procedures for Vote Tabulations; (III) Establishing the Deadline and Procedures for Filing Objections to (A) Confirmation of the Plan, and (B) Proposed Cure Amounts Related to Contracts and Leases Assumed under the Plan; and (IV) Granting Related Relief (the "**Solicitation Procedures Motion**"). Pursuant to the Solicitation Procedures Motion, the Debtors sought Bankruptcy Court approval of, among other things, certain procedures for the fixing of Cure Amounts (as defined below) in connection with the Debtors' potential assumption of certain executory contracts and unexpired leases (each, a "**Contract**," and collectively, the "**Contracts**") pursuant to the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 1, 2009* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Plan**"),<sup>2</sup> and the deadline to object to Cure Amounts and the Debtors' potential assumption of the Contracts under the Plan.

PLEASE TAKE FURTHER NOTICE that on the schedule attached hereto as **Exhibit 1**, the Debtors have indicated the amounts (in each instance, the "**Cure Amount**") that the Debtors believe must be paid to you, as the non-Debtor party to the Contract(s) scheduled on **Exhibit 1**, in order to cure all monetary defaults under the respective Contract(s) in the event that the Debtors, in their sole discretion, assume any such Contract(s).

PLEASE TAKE FURTHER NOTICE that if you object to the Cure Amount for any Contract scheduled on **Exhibit 1**, whether or not you have previously filed a proof of claim in these chapter 11 cases with respect to amounts due under the applicable Contract, or object to the proposed assumption of such Contract under the Plan, you are required to file and serve an objection (an "**Objection**"), in writing, setting forth with specificity any and all cure obligations that you assert must be cured or satisfied in respect of the Contract and/or any and all objections to the potential assumption of such Contract, together with all documentation supporting such Objection. Any objections must be filed on or before ~~August 31~~, November 9, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "**Cure Objection Deadline**") with the clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 together with proof of service, and served, in a manner as will cause such objection to be actually received on or before the Cure Objection Deadline, upon: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.), counsel for the

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

Debtors; (ii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq.), counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.).

**PLEASE TAKE FURTHER NOTICE** that if an Objection is timely filed and not settled, the Court shall determine the amount of any disputed Cure Amount or adjudicate such Objection at a hearing to be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 at the time of the hearing to consider confirmation of the Plan (~~September 10,~~ November 19, 2009 at 3:11:00 p.m. (prevailing Eastern Time)) (the "**Confirmation Hearing**"), or such other hearing date to which the Debtors and you may mutually agree and/or the Court may order. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so, and the Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE** that in the event that no Objection is timely filed with respect to a Contract, you shall be deemed to have consented to the assumption of the Contract and the Cure Amount and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**"), or otherwise with respect to the Contract from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Objection is filed with respect to a Contract, upon the effective date of the Plan, the Reorganized Debtors and you shall enjoy all of the rights and benefits under the Contract without the necessity of obtaining any party's written consent to the Debtors' assumption of the Contract, and you shall be deemed to have waived any right to object, consent, condition, or otherwise restrict the Debtors' assumption of the Contract.

**PLEASE TAKE FURTHER NOTICE** that if you agree with the assumption of your Contract and the Cure Amount indicated, you need not take any further action.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of a Contract on *Exhibit 1* (a) is without prejudice to any of the Debtors' rights to modify their election to assume or to reject such Contract prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming such Contract assumed or rejected, (b) is not a final determination that such Contract will, in fact, be assumed, and (c) shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Dated: Wilmington, Delaware  
July ~~October~~, 2009

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Attorneys for Debtors and Debtors in Possession

**EXHIBIT 1**  
**TO CURE NOTICE**

Description of Assumed Contract	Cure Amount