

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

IN RE:

**BUILDING MATERIALS HOLDING
CORPORATION, *et al.*,¹**

Debtors.

Chapter 11

Case No. 09- 12074 ()

Joint Administration Requested

**DEBTORS' APPLICATION FOR (A) AUTHORIZATION TO EMPLOY
AND RETAIN THE GARDEN CITY GROUP, INC. AS CLAIMS, NOTICING,
SOLICITATION, BALLOTING, AND TABULATION AGENT FOR THE
DEBTORS; AND (B) APPOINTMENT OF THE GARDEN CITY
GROUP, INC. AS AGENT OF THE BANKRUPTCY COURT**

Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), submit this application (the "**Application**") for entry of an order substantially in the form annexed hereto as *Annex A* (a) authorizing the Debtors to employ and retain The Garden City Group, Inc. ("**GCG**") as claims, noticing, solicitation, balloting, and tabulation agent for the Debtors; and (b) appointing GCG as agent of the Bankruptcy Court. In support thereof, the Debtors respectfully represent:²

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

² A description of the Debtors' business and the reasons for filing these Chapter 11 Cases is set forth in the Declaration of Paul S. Street in Support of Chapter 11 Petitions and First Day Relief (the "**Street Declaration**"), filed contemporaneously with this Application. This Application is supported by the Street Declaration.

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. sections 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. section 157(b). Venue is proper pursuant to 28 U.S.C. sections 1408 and 1409.

RELIEF REQUESTED

2. By this Application, the Debtors, pursuant to 28 U.S.C. section 156(c) and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "***Local Rules***"), seek to employ GCG as the Debtors' claims, noticing, solicitation, balloting, and tabulation agent (the "***Agent***") in connection with the Chapter 11 Cases (as defined herein) pursuant to the terms and conditions of the Bankruptcy Administration Agreement, dated April 17, 2009, a copy of which is attached hereto as ***Exhibit A*** (the "***Services Agreement***").

BACKGROUND

3. On the date hereof (the "***Petition Date***"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "***Chapter 11 Cases***"). The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no committees have been appointed or designated.

4. The Debtors are one of the largest providers of residential building products and construction services in the United States. The Debtors distribute building materials, manufacture building components (e.g., millwork, floor and roof trusses, and wall panels), and provide construction services to professional builders and contractors through a

network of 31 distribution facilities, 43 manufacturing facilities, and five regional construction services facilities.

5. The Debtors operate under two brand names: BMC West® and SelectBuild®.

- ***BMC West.*** Under the BMC West brand, the Debtors market and sell building products, manufacture building components, and provide construction services to professional builders and contractors. Products include structural lumber and building materials purchased from manufacturers, as well as manufactured building components such as millwork, trusses, and wall panels. Construction services include installation of various building products and framing. The Debtors currently offer these products and services in major metropolitan markets in Texas, Washington, Colorado, Idaho, Utah, Montana, North Carolina, California, and Oregon.
- ***SelectBuild.*** Under the SelectBuild brand, the Debtors offer integrated construction services to production homebuilders, as well as commercial and multi-family builders. Services include wood framing, concrete services, managing labor and construction schedules, and sourcing materials. The Debtors currently offer these services in major metropolitan markets in California, Arizona, Nevada and Illinois.

6. The Debtors operate in metropolitan areas that have historically outpaced U.S. averages for residential building permit activity (largely in the Southern and Western portions of the United States). Based on National Association of Home Builders building permit activity, the Debtors provide building products and construction services in 9 of the top 25 single-family construction markets.

7. Prior to the Petition Date, the Debtors, with the assistance of their professionals and advisors, pursued several avenues to try to maximize the value of the Debtors' business, including conducting a process to sell the Debtors' business. The Debtors' prepetition sale process did not, however, yield offers that reflected, in the Debtors' business judgment, the true value of the Debtors' business operations.

8. Contemporaneously with this prepetition marketing and sale effort, the Debtors engaged in good faith, arm's-length negotiations with significant holders of the Debtors' prepetition secured indebtedness to develop a way to de-lever the Debtors' business, while at the same time providing the Debtors' unsecured creditor constituency with a substantial recovery. These negotiations culminated in the proposed chapter 11 plan (the "**Plan**") and accompanying disclosure statement (the "**Disclosure Statement**"), filed contemporaneously with this Motion.

9. As set forth in greater detail in the Plan and Disclosure Statement, the Plan contemplates a restructure of the Debtors' balance sheet and ownership structure, as well as an immediate cash distribution to unsecured creditors and an opportunity for such creditors to receive full payment from the Reorganized Debtors, depending on business performance. The Debtors believe that the restructuring proposal embodied in the Plan provides the Debtors' creditors with the best means of maximizing value of the Debtors and their businesses. To implement this restructuring, the Debtors have obtained a commitment to provide \$80 million in the form of debtor-in-possession financing, which the Debtors seek to have approved by the Court contemporaneously herewith.

10. As of the Petition Date, the Debtors employ approximately 5,500 people. Approximately 300 of the Debtors' employees are represented by seven unions with whom the Debtors have collective bargaining agreements. For the 12 months ended March 31, 2009, the Debtors' total revenue totaled approximately \$1.1 billion. As of March 31, 2009 the book value of the Debtors' assets totaled approximately \$480 million and its liabilities totaled approximately \$481 million.

BASIS FOR RELIEF REQUESTED

11. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of the Court, authorizes the Court to use facilities other than those of the office of the clerk of the bankruptcy court (the "*Clerk's Office*") for the administration of bankruptcy cases. It provides as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. section 156(c).

12. Moreover, Local Rule 2002-1(f) requires in all cases with over 200 creditors, that the debtor file a motion to retain a noticing agent within 10 days after the commencement of the debtor's case.

13. The Debtors estimate that there are approximately 7,000 creditors in the Chapter 11 Cases, as demonstrated by the Debtors' list of creditors filed concurrently with this Application and the other first day pleadings. The Debtors expect many of the creditors to file proofs of claims. It is likely that the noticing, receiving, docketing, and maintaining of proofs of claims in this volume would be unduly time-consuming and burdensome for the Clerk's Office.

14. The Debtors believe that the retention of GCG as the Court's outside agent is in the best interests of their estates and parties in interest. As set forth more fully in the Declaration of Jeffrey S. Stein (the "*Stein Declaration*"), attached hereto as *Exhibit B*, GCG is a nationally recognized specialist in chapter 11 administration and has vast experience in noticing

and claims administration in chapter 11 cases of similar size and complexity.³ *In re Jancor Companies Inc., et al.*, Ch. 11 Case No. 08-12556 (MFW), *In re Comfort Co., Inc.*, Ch. 11 Case No. 08-12305 (MFW), *In re DG Liquidation Corp.*, Ch. 11 Case No. 08-10601 (CSS), *In re Supplements LT Inc.*, Ch. 11 Case No. 08-10446 (KJC), *In re ProRhythm, Inc.*, Ch. 11 Case No. 07-11861 (KJC), *In re S-Tran Holdings, Inc., et al.*, Ch. 11 Case No. 05-11391 (RB), *In re Flintkote Company*, Ch. 11 Case No. 04-11300 (JKF), *In re Factory 2-U Stores, Inc.*, Ch. 11 Case No. 04-10111 (PJW), *In re Magnatrax Corporation*, Ch. 11 Case No. 03-11402 (PJW), *In re HQ Global Holdings, Inc., et al.*, Ch. 11 Case No. 02-10760 (MFW), *In re Federal-Mogul Global, Inc.*, Ch. 11 Case No. 01-10578 (AMW), and *In re ACandS, Inc.*, Ch. 11 Case No. 02-12687 (RJN), which were filed in the District of Delaware. GCG has developed efficient and economical methods to properly handle claims administration and voluminous mailings associated with noticing of creditors and parties in interest.

15. The appointment of GCG as the Court's outside agent will relieve the Court and the Clerk's Office of heavy administrative and other burdens. In addition, the retention of GCG as the claims and noticing agent will promote the effective administration of the Debtors' estates.

A. Scope of Services

16. Subject to the Court's approval, GCG has agreed to provide, upon request of the Debtors, the following services, among others, in the Chapter 11 Cases:

- a. notifying all potential creditors of the filing of the bankruptcy petition and of the setting of the first meeting of creditors pursuant

³ The Debtors have not annexed copies of the unreported orders cited herein because of their size. Copies of these orders, however, are available upon request of the Debtors' counsel, including at the hearing to consider the Application.

to section 341(a) of the Bankruptcy Code, under the proper provisions of the Bankruptcy Code and the Bankruptcy Rules;

- b. assisting with and maintaining an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "***Schedules***"), listing the Debtors' known creditors and the amounts owed thereto;
- c. designing, maintaining, and operating in conjunction with the Debtors a website, www.bmhcrestructuring.com, as a centralized location where the Debtors will provide information about the Debtors' cases, including, at the Debtors' discretion, certain orders, decisions, claims, or other documents filed in the Chapter 11 Cases, which allows parties to obtain copies of relevant documents in the Chapter 11 Cases;
- d. furnishing a form for the filing of proofs of claim, after approval of such notice and form by this Court, which proofs of claim shall include the amount and classification of each potential creditor's claim as set forth in the Schedules;
- e. filing with the Clerk, on a timely basis, all notices and other documents, as required by the Local Rules;
- f. docketing all claims received, maintaining the official claims register (the "***Claims Register***") for the Debtors on behalf of the Clerk, and providing the Clerk with certified duplicate unofficial Claims Register on a monthly basis, unless otherwise directed;
- g. specifying in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, and (iv) the classification of the claim (e.g., secured, unsecured, priority, etc.);
- h. relocating, by messenger, all of the actual proofs of claim filed with the Court, if necessary to GCG, not less than weekly;
- i. recording all transfers of claims and providing any notices of such transfers required by Bankruptcy Rule 3001;
- j. making changes in the Claims Register pursuant to Court Order;
- k. upon completion of the docketing process for all claims received to date by the Clerk's office, turning over to the Clerk copies of the Claims Register for the Clerk's review;

- l. maintaining the official mailing list for each Debtor of all entities that have filed a proof of claim, which list shall be available upon request by a party in interest or the Clerk; and
- m. assisting with, among other things, the solicitation, balloting, and tabulation of votes and the distribution as required in furtherance of confirmation of plan(s) of reorganization.

B. Compensation

17. The Debtors request authority to compensate and reimburse GCG in accordance with the terms of the pricing schedule appended to the Services Agreement for all services rendered and expenses incurred in connection with the Chapter 11 Cases. The Services Agreement also provides for a \$25,000 retainer.⁴ The Debtors believe that such compensation is reasonable and appropriate for services of this nature and comparable to those other providers charge for similar services. In an effort to reduce the administrative expenses related to GCG's retention, the Debtors seek authorization to pay GCG's fees and expenses in accordance with the Services Agreement without the necessity of GCG filing formal fee applications.

18. GCG will continue to perform the services contemplated by the Services Agreement in the event the Chapter 11 Cases are converted to chapter 7 cases. In the event that GCG's services are terminated, GCG shall perform its duties until the occurrence of a complete transition with the Clerk's Office or any successor claims, noticing, solicitation, balloting, and tabulation agent.

⁴ As a result of a longer than anticipated prepetition period, GCG incurred fees and expenses in excess of the \$25,000 retainer and to date they have received a total of \$55,000 from the Debtors, the majority of which has been earned by GCG in connection with prepetition services and applied to such prepetition fees and expenses.

C. GCG's Disinterestedness

19. The Debtors have been advised that, except as set forth more fully in the Stein Declaration, based on the results of the search performed to date, (a) GCG has no connection with the Debtors, their creditors, or other parties in interest in these cases, and (b) GCG does not hold or represent an interest adverse to the Debtors' estates.

20. To the best of the Debtors' knowledge, GCG is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. GCG has represented to the Debtors that it will not represent any entities or individuals other than the Debtors in the Chapter 11 Cases or in connection with any matters that would be adverse to the interests of the Debtors.

21. As set forth in the Stein Declaration, the Debtors currently do not owe anything to GCG.

22. GCG has advised the Debtors that GCG will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, GCG will supplement its disclosure to the Court.

23. GCG has also advised the Debtors that, other than with its own partners and employees, GCG will not share with any person or firm the compensation to be paid for professional services rendered in connection with these cases.

24. Because the claims-related services are necessary in these cases and required pursuant to the Local Rules, the Debtors submit that the employment of GCG for the services set forth above is appropriate and in the best interests of the Debtors' estates. Therefore, the Debtors request authority to employ and retain GCG on the terms and conditions set forth herein.

NOTICE

25. No trustee, examiner, or creditors' committee has been appointed in these chapter 11 cases. The Debtors have provided notice of filing of the Motion either by electronic mail or facsimile and/or by overnight mail to: (a) the Office of the United States Trustee for the District of Delaware; (b) the 50 largest unsecured creditors of the Debtors on a consolidated basis as identified in the Debtors' chapter 11 petitions; and (c) counsel to Wells Fargo Bank, as agent for both of the Debtors' prepetition lenders and proposed postpetition lenders. As this Motion is seeking first-day relief, notice of this Motion and any order entered hereon will be served on all parties required by Local Rule 9013-1(m). Due to the nature of the relief requested, the Debtors respectfully submit that no further notice of this Motion is required.

NO PRIOR REQUEST

26. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: Wilmington, Delaware
June 16, 2009

BUILDING MATERIALS HOLDING
CORPORATION



By: Paul S. Street
Title: Senior Vice President,
General Counsel Chief Administrative
Officer, and Corporate Secretary

EXHIBIT A

Services Agreement



The Garden City Group, Inc.

BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of April 17, 2009 (the "Agreement"), is between The Garden City Group, Inc., a Delaware corporation (the "Company"), and Building Materials Holding Corporation and its affiliated and subsidiary debtors (the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing and balloting administration services for the Clients in their Chapter 11 cases anticipated to be filed in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement. The Clients shall file an application with the Bankruptcy Court seeking approval of the Agreement (the "Application"). If an order is entered approving such Application (the "Order"), any discrepancies between the Agreement, the Application and the Order shall be controlled by the Application and Order.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients. Such services are hereinafter referred to as "Services." The Clients agree and understands that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1 Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients (subject to Bankruptcy Court approval in the event of an unresolved dispute). Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. The Clients agree to pay the Company a retainer of [\$25,000], to be applied first against the pre-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company and then against the final bill that will be rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company.

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.



2.3 Billing and Payment. Except as provided in Section 2.2, the Company shall bill the Clients for its fees and expenses on a monthly basis, and the Clients shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses such as postage must be paid at least three (3) business days in advance of those fees and expenses being incurred. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1 Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2 Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of the notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue in good faith efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to its employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this Agreement requires the Clients to use the Company for any future work relating to the Services, and, in the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.



5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information it submits to the Company (including all information for schedule and statement preparation) and for the output of such information. The Company may undertake to place that data and information into certain systems and programs, including in connection with the generation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"). The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, each of the Clients and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Clients (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction.

6.2 Protection of Intellectual Property. The Clients acknowledge that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Clients agree to use its best efforts to protect such intellectual property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Clients further agree that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.



6.3 Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Indemnification. The Clients, jointly and severally, hereby indemnify and hold harmless the Company and its directors, officers, employees, affiliates and agents against any claims, losses, costs, fines, penalties or damages, including court costs and reasonable attorneys' fees (collectively, "Losses") incurred by the Company arising out of or in connection with or related to (a) any gross negligence or willful misconduct by the Clients, their employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendition of the Services; (b) any breach of this Agreement by any of the Clients; or (c) any erroneous instructions or information provided to the Company by any of the Clients for use in providing the Services. Notwithstanding any provision in the Application or the Agreement to the contrary, the Clients have no obligation to indemnify the Company, or provide contribution or reimbursement to the Company, for any claim or expense that is either (a) judicially determined (the determination having become final) to have arisen from the Company's gross negligence or willful misconduct or (b) settled prior to a judicial determination as to the Company's gross negligence or willful misconduct, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution or reimbursement under the terms of the Application and this Agreement, as modified by the Order. If, before the earlier of (a) the entry of an order confirming a Chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (b) the entry of an order closing this Chapter 11 case, the Company believes that it is entitled to the payment of any amounts by the Clients on account of the Clients' indemnification, contribution and/or reimbursement obligations under this Agreement (as modified by the Order), including without limitation the advancement of defense costs, the Company must file an application therefore in the Bankruptcy Court, and the Clients may not pay any such amounts to the Company before the entry of an order approving the payment.

8. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement.

9. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.



10. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to the Company, to The Garden City Group, Inc., 105 Maxess Road, Melville, New York 11747-3836, Attention: David Isaac, Chief Executive Officer; and if to the Clients, to Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, Idaho 83712, Attention: Paul S. Street, Senior Vice President Chief Administrative Officer, General Counsel and Corporate Secretary with a copy to Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166-0193, Attention: Michael A. Rosenthal, Esq.

11. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).


12. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

13. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

14. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

BUILDING MATERIALS HOLDING CORP.


By: 
 Name: PAUL S. STREET
 Title: Sr. Vice President, Chief Administrative Officer
 General Counsel and Corporate Secretary

THE GARDEN CITY GROUP, INC.

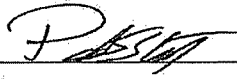
By: _____
 Name: _____
 Title: _____



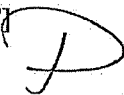
BMC WEST CORPORATION

By: 
Name: PAUL S. STREET
Title: Sr. Vice President, Chief Administrative Officer
General Counsel and Corporate Secretary

SELECTBUILD CONSTRUCTION, INC.

By: 
Name: PAUL S. STREET
Title: Sr. Vice President, Chief Administrative Officer
General Counsel and Corporate Secretary

[CLIENT]

By: 
Name: _____
Title: _____

[CLIENT]

By: _____
Name: _____
Title: _____

[CLIENT]

By: _____
Name: _____
Title: _____

[CLIENT]

By: _____
Name: _____
Title: _____

EXHIBIT B

Stein Declaration

IN RE:

Debtors.

Case No. 09-10274 ()

Joint Administration Requested

I, Jeffrey S. Stein, being duly sworn, hereby deposes and says:

1. I am Vice President, Business Reorganizations at The Garden City Group, Inc. ("**GCG**"), and I am authorized to make and submit this declaration on behalf of GCG. I submit this declaration on behalf of GCG in support of the application (the "**Application**") of Building Materials Holding Corporation and its affiliates as debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order authorizing the Debtors to retain and employ GCG as claims, noticing, solicitation, balloting, and tabulation agent to the Debtors and

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appointing GCG as agent of the Bankruptcy Court. I have personal knowledge of the matters set forth herein.²

QUALIFICATION OF GCG

2. GCG is one of the country's leading chapter 11 administrators with expertise in noticing, claims processing, balloting and distribution. GCG is well qualified to provide the Debtors with experienced claims, noticing, solicitation, balloting, and tabulation services in connection with these cases. Among the large chapter 11 cases in which GCG is or was retained, as claims and noticing agent to debtors (unless otherwise noted), are: *In re Lenox Sales, Inc., et al.*, Case No. 08-14679, *In re OTC International, Ltd.*, Case No. 08-11181 (AJG), *In re Alper Holdings USA, Inc.*, Case No. 07-12148 (BRL), *In re Our Lady of Mercy Medical Center*, Case No. 07-10609 (REG), *In re The New York Racing Association Inc.*, Case No. 06-12618 (JMP), *In re The Akadine Press, Inc.*, Case No. 06-22002 (ASH), *In re Calpine Corporation, et al.*, (in the capacity as Communications Agent for the Official Committee of Unsecured Creditors), Case No. 05-60200 (BRL), *In re Saltire Industrial, Inc.*, Case No. 04-15389 (BRL), *In re Sure Fit, Inc.*, Case No. 04-11495 (BRL), *In re General Media, Inc.*, Case No. 03-15078 (SMB), *In re MGNH, Inc.*, Case No. 04-37133 (CGM), *In re Dice Inc.*, Case No. 03-10877 (BRL), *In re Interbank Funding Corp.*, Case No. 02-41590 (BRL), *In re Galey & Lord, Inc. et al.*, Case No. 02-40445 (ALG), *In re PSINet Consulting Solutions Holdings, Inc.*, Case No. 01-14916 (REG), *In re NTL Inc.*, Case No. 02-41316 (ALG) and *In re Regus Business Centre Corp.*, Case No. 03-20026 (ASH), which were filed in the Southern District of New York; *In re Zurich Depository Corp.*, Case No. 07-71352 (JBR), *In re Copperfield Investment, LLC*, Case

² Certain of the disclosures herein relate to matters within the personal knowledge of other employees of GCG and are based on information provided by them.

No. 07-71327 (JBR), *In re The Brunswick Hospital Center, Inc.*, Case No. 07-40290 (CEC), *In re Victory Memorial Hospital, et al.*, (in the capacity as Communications Agent for the Official Committee of Unsecured Creditors), Case No. 06-44387 (CEC), *In re Photocircuits Corporation*, Case No. 05-89022 (SB), *In re MetroTec Communications, Inc., et al.*, Case No. 05-20953 (DEM), *In re Allou Distributors Inc., et al.*, Case No. 03-82321 (ESS) and *In re CyberRebate.com, Inc.*, Case No. 01-16534 (CEC), which were filed in the Eastern District of New York; *In re Printers Row, LLC*, Case No. 08-17301 (ERW), *In re Kimball Hill, Inc.*, (in the capacity as Communications Agent for the Official Committee of Unsecured Creditors), Case No. 08-10095 (SPS), *In re Automotive Professionals, Inc.*, Case No. 07-06720 (CAD) and *In re Gateway Home Care Inc., et al.*, Case No. 03-17457 (JPC), which were filed in the Northern District of Illinois; *In re Jancor Companies Inc., et al.*, Case No. 08-12556 (MFW), *In re Comfort Co., Inc.*, Case No. 08-12305 (MFW), *In re DG Liquidation Corp.*, Case No. 08-10601 (CSS), *In re Supplements LT Inc.*, Case No. 08-10446 (KJC), *In re ProRhythm, Inc.*, Case No. 07-11861 (KJC), *In re S-Tran Holdings, Inc., et al.*, Case No. 05-11391 (RB), *In re Flintkote Company*, Case No. 04-11300 (JKF), *In re Factory 2-U Stores, Inc.*, Case No. 04-10111 (PJW), *In re Magnatrax Corporation*, Case No. 03-11402 (PJW), *In re HQ Global Holdings, Inc., et al.*, Case No. 02-10760 (MFW), *In re Federal-Mogul Global, Inc.*, Case No. 01-10578 (AMW) and *In re ACandS, Inc.*, Case No. 02-12687 (RJN), which were filed in the District of Delaware; *In re Foxtons, Inc., et al.*, Case No. 07-24496 (MBK), *In re NJ Affordable Homes Corp.*, Case No. 05-60442 (DHS), *In re Omne Staffing Inc., et al.*, Case No. 04-22316 (RG), *In re NorVergence, Inc.*, Case No. 04-32079 (RG), *In re Muralo Company, Inc.*, Case No. 03-26723 (MS) and *In re AremisSoft*, Case No. 02-32621 (RG), which were filed in the District of New Jersey; *In re O'Sullivan Industries, Inc., et al.*, Case No. 05-83049 (CRM) and *In re Galey & Lord, Inc., et al.*,

Case No. 04-43098 (MGC), which were filed in the Northern District of Georgia; *In re United Producers, Inc.*, Case No. 05-55272 (CMC), which was filed in the Southern District of Ohio; *In re Boyds Collection, Ltd., et al.*, Case No. 05-43793 (DWK), which was filed in the District of Maryland; *In re Romacorp, Inc.*, Case No. 05-86818 (BJH), which was filed in the Northern District of Texas; and *In re Hawaiian Airlines, Inc.*, Case No. 03-00817 (RJF), which was filed in the District of Hawaii.

SCOPE OF SERVICES

3. Pursuant to the Services Agreement,³ GCG will provide services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties. GCG will perform these services, if necessary, at the request of the Debtors or the Clerk's Office.

4. In particular, GCG will provide the following noticing, claims management, plan solicitation, balloting and disbursement services:

- a. notifying all potential creditors of the filing of the bankruptcy petition and of the setting of the first meeting of creditors pursuant to section 341(a) of the Bankruptcy Code, under the proper provisions of the Bankruptcy Code and the Bankruptcy Rules;
- b. assisting with and maintaining an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "***Schedules***"), listing the Debtors' known creditors and the amounts owed thereto;
- c. designing, maintaining, and operating in conjunction with the Debtors a website, www.bmhcrestructuring.com, as a centralized location where the Debtors will provide information about the Debtors' cases, including, at the Debtors' discretion, certain orders, decisions, claims, or other documents filed in the Chapter 11

³ Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Cases, which allows parties to obtain copies of relevant documents in the Chapter 11 Cases;

- d. furnishing a form for the filing of proofs of claim, after approval of such notice and form by this Court, which proofs of claim shall include the amount and classification of each potential creditor's claim as set forth in the Schedules;
- e. filing with the Clerk, on a timely basis, all notices and other documents, as required by the Local Rules;
- f. docketing all claims received, maintaining the official claims register (the "***Claims Register***") for the Debtors on behalf of the Clerk, and providing the Clerk with certified duplicate unofficial Claims Register on a monthly basis, unless otherwise directed;
- g. specifying in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, and (iv) the classification of the claim (e.g., secured, unsecured, priority, etc.);
- h. relocating, by messenger, all of the actual proofs of claim filed with the Court, if necessary to GCG, not less than weekly;
- i. recording all transfers of claims and providing any notices of such transfers required by Bankruptcy Rule 3001;
- j. making changes in the Claims Register pursuant to Court Order;
- k. upon completion of the docketing process for all claims received to date by the Clerk's office, turning over to the Clerk copies of the Claims Register for the Clerk's review;
- l. maintaining the official mailing list for each Debtor of all entities that have filed a proof of claim, which list shall be available upon request by a party in interest or the Clerk; and
- m. assisting with, among other things, the solicitation, balloting, and tabulation of votes and the distribution as required in furtherance of confirmation of plan(s) of reorganization.

GCG'S DISINTERESTEDNESS

5. The Debtors have selected GCG to serve as the Agent for the Debtors' estates, as set forth in more detail in the Application filed contemporaneously herewith. To the

best of my knowledge, neither GCG, nor any of its professional personnel, has any relationship with the Debtors that would impair GCG's ability to serve as Agent. GCG does have relationships with some of the Debtors' creditors, but they are in matters completely unrelated to the Chapter 11 Cases, either as vendors or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator. GCG's assistance in the cases where GCG acts as a class action settlement claims administrator has been primarily related to the design and dissemination of legal notice and other administrative functions in class actions.

6. GCG personnel may have relationships with some of the Debtors' creditors; however, such relationships are of a personal financial nature and completely unrelated to the Chapter 11 Cases. GCG has and will continue to represent clients in matters unrelated to the Chapter 11 Cases and has had and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these cases.

7. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company, an insurance risk-adjusting firm. I am advised that Crawford & Company has no material relationship with the Debtors, and while it may have rendered services to certain creditors, or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's representation of the Debtors in the Chapter 11 Cases.

8. GCG is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, in that GCG and its professional personnel:

(a) are not creditors, equity security holders or insiders of the Debtors;

- (b) are not and were not, within two years before the date of the filing of the Debtors' chapter 11 petitions, directors, officers or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

9. GCG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, the Chapter 11 Cases. If GCG's proposed retention is approved by this Court, GCG will not accept any engagement or perform any service for any entity or person other than the Debtors in these Chapter 11 Cases. GCG may, however, provide professional services to entities or persons that may be creditors or parties in interest in the Chapter 11 Cases, which services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

10. GCG represents, among other things, that:

- (a) It will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Agent;
- (b) By accepting employment in this bankruptcy case, GCG waives any right to receive compensation from the United States government;
- (c) In its capacity as Agent, GCG will not be an agent of the United States and will not act on behalf of the United States; and

- (d) GCG will not employ any past or present employees of the Debtors in connection with its work as Agent.

PROFESSIONAL COMPENSATION

11. Subject to the Court's approval, the Debtors have agreed to compensate GCG for professional services rendered in connection with the Chapter 11 Cases pursuant to the Agreement. Payments are to be based upon the submission to the Debtors by GCG of a billing statement, which includes a detailed listing of services and expenses, at the end of each calendar month. Although the Services Agreement only calls for a \$25,000 retainer from the Debtors, GCG has received to date \$55,000, most of which has been earned by GCG in connection with prepetition services. GCG will apply any outstanding retainer amounts first against all prepetition fees and expenses and then against the first bill for fees and expenses that GCG will render in this case.

12. GCG will comply with all requests of the Clerk of the Bankruptcy Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. section 156(c).

Pursuant to 28 U.S.C. section 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated this 15th day of June, 2009

By: Jeffrey S. Stein
Jeffrey S. Stein

Sworn to and subscribed before
me this 15th day of June, 2009

Steven E. Petriano
Notary Public STEVEN E. PETRIANO
NOTARY PUBLIC, State of New York
No. 01 RE4853193
Qualified in Suffolk County
Commission Expires March 02, 2010

Annex A

Proposed Order

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

Upon consideration of the application (the "***Application***") of Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "***Debtors***") for entry of an order (a) authorizing the Debtors to employ and retain The Garden City Group ("***GCG***") as claims, noticing, solicitation, balloting, and tabulation agent for the Debtors; and (b) appointing GCG as agent of the Bankruptcy Court, all as set forth in the Motion; and upon the Street Declaration² in support thereof; 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

² Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Application.

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 Application is granted as set forth below.
2. The Debtors are authorized to retain and employ GCG, effective as of the commencement of the Chapter 11 Cases, to perform the noticing and other services described in the Application and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases.
3. GCG is appointed as agent for the Clerk's Office and custodian of court record and, as such, is designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain an official claims register for each of the Debtors and to provide the Clerk's Office with a certified duplicate thereof on a monthly basis unless otherwise directed by the Clerk's Office.
4. GCG is authorized and directed to perform all related tasks to process the proofs of claim and maintain claims registers, including, without limitation:
 - a. notifying all potential creditors of the filing of the bankruptcy petition and of the setting of the first meeting of creditors pursuant to section 341(a) of the Bankruptcy Code, under the proper provisions of the Bankruptcy Code and the Bankruptcy Rules;
 - b. assisting with and maintaining an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;

- c. designing, maintaining, and operating in conjunction with the Debtors a website, www.bmhcrestructuring.com, as a centralized location where the Debtors will provide information about the Debtors' cases, including, at the Debtors' discretion, certain orders, decisions, claims, or other documents filed in the Chapter 11 Cases, which allows parties to obtain copies of relevant documents in the Chapter 11 Cases;
- d. furnishing a form for the filing of proofs of claim, after approval of such notice and form by this Court, which proofs of claim shall include the amount and classification of each potential creditor's claim as set forth in the Schedules;
- e. filing with the Clerk, on a timely basis, all notices and other documents, as required by the Local Rules;
- f. docketing all claims received, maintaining the official claims register (the "***Claims Register***") for the Debtors on behalf of the Clerk, and providing the Clerk with certified duplicate unofficial Claims Register on a monthly basis, unless otherwise directed;
- g. specifying in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, and (iv) the classification of the claim (e.g., secured, unsecured, priority, etc.);
- h. relocating, by messenger, all of the actual proofs of claim filed with the Court, if necessary to GCG, not less than weekly;
- i. recording all transfers of claims and providing any notices of such transfers required by Bankruptcy Rule 3001;
- j. making changes in the Claims Register pursuant to Court Order;
- k. upon completion of the docketing process for all claims received to date by the Clerk's office, turning over to the Clerk copies of the Claims Register for the Clerk's review;
- l. maintaining the official mailing list for each Debtor of all entities that have filed a proof of claim, which list shall be available upon request by a party in interest or the Clerk; and
- m. assisting with, among other things, the solicitation, balloting, and tabulation of votes and the distribution as required in furtherance of confirmation of plan(s) of reorganization.

5. The indemnification provisions of the Agreement are approved, subject to the following clarifications:

- (a) Subject to the provisions of subparagraphs (c) and (d) below, the Debtors are authorized to indemnify, and shall indemnify, GCG, in accordance with the Agreement and to the extent permitted by applicable law, for any claim arising from, related to, or in connection with GCG's performance of the services described in the Agreement;
- (b) GCG shall not be entitled to indemnification, contribution, or reimbursement for services other than the claims agent services provided under the Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- (c) Notwithstanding anything to the contrary in the Agreement, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense to the extent that it is either (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that person's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege the breach of GCG's contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Agreement as modified by this Order; and
- (d) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Cases, GCG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Agreement, including without limitation the advancement of defense costs, GCG must file an application before this Court, and the Debtors may not pay any such amounts to GCG before the entry of an order by this Court approving the payment. This subparagraph (d) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for payment by GCG for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify GCG.

6. GCG is authorized to take such other action as is reasonably necessary to comply with all duties set forth in the Application and this Order.

7. The Debtors are authorized to compensate GCG on a monthly basis, in accordance with the Services Agreement, dated April 17, 2009 and annexed to Application as *Exhibit A*, upon the receipt of reasonably detailed invoices setting forth the services provided by GCG in the prior month and the rates charges for each, and to reimburse GCG for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation and without the necessity for GCG to file an application for compensation or reimbursement with the Court.

8. If these cases convert to cases under chapter 7, GCG will continue to be paid for its services until the claims filed in the Chapter 11 Cases have been completely processed; if claims agent's representation is necessary in the converted chapter 7 cases, GCG will continue to be paid in accordance with 28 U.S.C. section 156(c) under the terms set forth herein.

9. In the event GCG is unable to provide the services set out in this Order, GCG will immediately notify the Clerk's Office and the Debtors' attorneys and cause all original proofs of claim and computer information to be turned over to another claims agent with the advice and consent of the Clerk's Office and the Debtors' attorneys.

10. In the event GCG's services are terminated, GCG shall perform its duties until the occurrence of a complete transition with the Clerk's Office or any successor claims/noticing agent.

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

12. Notice of the Application as provided therein shall be deemed good and sufficient notice of such motion and the requirements of Bankruptcy Rule 6004(a).

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: Wilmington, Delaware
June ____, 2009

UNITED STATES BANKRUPTCY JUDGE