

IN RE:)	
)	Chapter 11
BUILDING MATERIALS HOLDING)	
CORPORATION, <i>et al.</i> , ¹)	Case No. 09-12074 (KJC)
)	
Debtors.)	Jointly Administered
)	
)	Ref. Docket Nos. 684 and 742

Upon consideration of the motion (the "**Motion**") of Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order pursuant to section 363(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") approving the Commitment Letter (as defined in the Motion) and the related Fee Letter (as defined in the Motion) by and between Building Materials Holding Corporation and Wells Fargo Bank, N.A. ("**WFB**") 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;

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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. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.
3. The Commitment Letter, substantially in the form attached hereto as Exhibit A, is approved in all respects and, subject to the mutual agreement of the Debtors and the Lenders (as defined in the Commitment Letter) to the "*Financial Covenants*" set forth in the Term Sheet (as defined in the Commitment Letter), the Debtors are authorized and empowered to take any and all steps and to perform such other and further actions as are necessary to carry out, effectuate, or otherwise enforce the terms, conditions, and provisions of the Commitment Letter, including, but not limited to, paying the related Fees and Expenses (as defined in the Motion) as and when they become due under the terms of the Fee Letter and the Commitment Letter.
4. The Fee Letter, substantially in the form attached hereto as Exhibit B, is approved in all respects and, subject to the mutual agreement of the Debtors and the Lenders (as defined in the Commitment Letter) to the "*Financial Covenants*" set forth in the Term Sheet (as defined in the Commitment Letter), the Debtors are authorized and empowered to take any and all steps and

to perform such other and further actions as are necessary to carry out, effectuate, or otherwise enforce the terms, conditions, and provisions of the Fee Letter, including payment of the related Fees and Expenses (as defined in the Motion).

5. No recipient of the Fees and Expenses shall be required to file an application to be employed pursuant to any section of the Bankruptcy Code or to file any interim or final fee application with the Court in connection with the receipt of such Fees and Expenses, provided, however, that the Debtors shall file with Court, as soon as practicable after payment of the applicable Fees and Expenses, a notice that reflects the amount of Fees and Expenses paid and the recipient thereof.

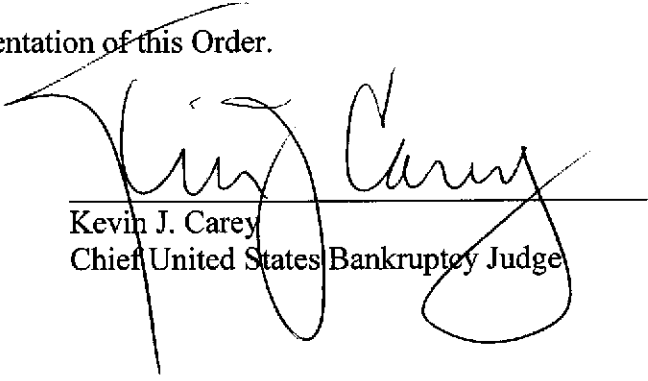
6. The Court retains jurisdiction to enforce and implement the terms and provisions of this Order.

7. To the extent Bankruptcy Rule 6004(h) is applicable, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

9. 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
October 22, 2009



Kevin J. Carey
Chief United States Bankruptcy Judge

EXHIBIT A

Executed Commitment Letter



Wells Fargo Bank, National Association
333 Market Street, 3rd Floor
San Francisco, CA 94105

CONFIDENTIAL

October 5, 2009

Building Materials Holding Corporation
Four Embarcadero Center
Suite 3200
San Francisco, CA 94111
Attention: Bill Smartt, Senior Vice President and Chief Financial Officer

Re: Commitment Letter
Exit Credit Facilities

Dear Mr. Smartt:

You have advised Wells Fargo Bank, National Association ("Wells Fargo Bank" or "we" or "us") that Building Materials Holding Corporation (the "Borrower" or "you"), as reorganized in connection with the Joint Plan of Reorganization for the Debtors under Chapter 11 of the Bankruptcy Code (the "Plan of Reorganization"), seeks financing to refinance certain existing indebtedness of the Borrower under that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of June 16, 2009 (the "DIP Facility"), and such refinancing, the "Refinancing") and for ongoing working capital requirements and other general corporate purposes, all as more fully described in the Summary of Proposed Terms and Conditions attached hereto as Exhibit A (the "Term Sheet"). This Commitment Letter (as defined below) describes the general terms and conditions for senior secured credit facilities in an aggregate amount up to \$103,500,000 to the Borrower consisting of (a) a term loan facility in an amount equal to \$53,500,000 (the "Exit Term Loan") and (b) a revolving credit facility in an amount equal to \$50,000,000 (the "Exit Revolver" and, collectively with the Exit Term Loan, the "Exit Credit Facilities").

As used herein, the term "Transactions" means, collectively, the Refinancing, the borrowings under the Exit Credit Facilities, the confirmation of the Plan of Reorganization or the final conclusion of a 363 sale, and the payment of fees, commissions and expenses in connection with each of the foregoing. This letter, including the Term Sheet, is hereinafter referred to as the "Commitment Letter". The date on which the Exit Credit Facilities are closed is referred to as the "Closing Date". The "prepetition secured lenders" means the lenders party to that certain Second Amended and Restated Credit Agreement dated as of November 10, 2006, as amended, by and among the Borrower, certain of its subsidiaries, the lenders party thereto and Wells Fargo Bank, as administrative agent.

1. Commitments.

(a) You have requested that Wells Fargo Bank commit to provide a portion of the Exit Credit Facilities. Wells Fargo Bank is pleased to advise you of its commitment to provide to the Borrower up to \$30,000,000 of the Exit Revolver (the "Wells Fargo Commitment"), upon the terms and subject to the conditions set forth in this Commitment Letter. In addition, Wells Fargo Bank has received commitments from certain banks, financial institutions and other entities (such banks, financial institutions and other entities committing to the Exit Credit Facilities, together with Wells Fargo Bank, the "Lenders") to provide to the Borrower an aggregate amount equal to \$53,500,000 of the Exit Term Loan and an additional \$20,000,000 of the Exit Revolver (collectively with the Wells Fargo Commitment, the "Commitments"), upon the terms and subject to the conditions set forth herein and in the commitment letters of such Lenders delivered to Wells Fargo Bank, copies of which are attached hereto as Exhibit B for your reference. In addition, the Exit Credit Facilities shall not be closed and funded if, pursuant to the Plan of Reorganization, alternative financing is selected by the requisite number of the Borrower's prepetition secured creditors and approved by the bankruptcy court.

(b) Wells Fargo Bank will act as the sole administrative agent (in such capacity, the "Administrative Agent") for the Exit Credit Facilities.

2. Conditions to Commitments. The Commitments are subject to the satisfaction of each of the following conditions precedent in a manner acceptable to Wells Fargo Bank:

(a) your written acceptance, and compliance with the terms and conditions, of a letter dated the date hereof from Wells Fargo Bank to you (the "Fee Letter") pursuant to which you agree to pay, or cause to be paid, to Wells Fargo Bank for its account and for the account of the other Lenders certain fees and expenses and to fulfill certain other obligations in connection with the Exit Credit Facilities; and

(b) your compliance with the terms of, and the satisfaction of all other conditions described in, this Commitment Letter.

The Commitments are also conditioned upon and made subject to our not becoming aware after the date hereof of any new or inconsistent information or other matter not previously disclosed to us relating to any of (i) the Borrower and its subsidiaries or (ii) the Transactions, in each case, which information or other matter Wells Fargo Bank deems material and adverse relative to the information or other matters disclosed to us prior to the date hereof and as a result thereof Wells Fargo Bank reasonably believes that a material adverse change in the business, financial condition, results of operations or prospects of the Borrower and its subsidiaries, taken as a whole, has occurred.

You agree to use commercially reasonable efforts to support, and to cause your advisors to support, the terms and conditions of the Commitments and the Exit Credit Facilities as set forth in the Commitment Letter in the event of any objection thereto or questioning thereof in the bankruptcy court.

3. Indemnification.

You agree, subject to the approval of the bankruptcy court, to indemnify and hold harmless Wells Fargo Bank and each of its affiliates, directors, officers, employees, partners, representatives, advisors and agents and each of its successors and assigns (each, an "Indemnified Party") from and against any and all actions, suits, losses, claims, damages, liabilities and expenses of any kind or nature, joint or several, to which such Indemnified Party may become subject or that may be incurred or asserted or awarded against such Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) any matters contemplated by this Commitment

Letter, the Transactions or any related transaction (including, without limitation, the execution and delivery of this Commitment Letter, the documentation evidencing the Exit Credit Facilities (the "Financing Documentation") and the closing of the Transactions) or (ii) the use or the contemplated use of the proceeds of the Exit Credit Facilities, and will reimburse each Indemnified Party for all out-of-pocket expenses (including reasonable attorneys' fees, expenses and charges) on demand as they are incurred in connection with any of the foregoing; provided that no Indemnified Party shall have any right to indemnification for any of the foregoing to the extent resulting from such Indemnified Party's own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equityholders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. Wells Fargo Bank shall only have liability to you (as opposed to any other person), and Wells Fargo Bank shall be liable solely in respect of its own Commitment to the Exit Credit Facilities on a several, and not joint, basis with any other Lender. No Indemnified Party shall be liable to you, your affiliates or any other person for any indirect, consequential or punitive damages that may be alleged as a result of this Commitment Letter or any element of the Transactions. You shall not, without the prior written consent of each Indemnified Party affected thereby (which consent will not be unreasonably withheld), settle any threatened or pending claim or action that would give rise to the right of any Indemnified Party to claim indemnification hereunder unless such settlement (a) includes a full and unconditional release of all liabilities arising out of such claim or action against such Indemnified Party and (b) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of any Indemnified Party.

4. Expenses. You shall, subject to the approval of the bankruptcy court, reimburse Wells Fargo Bank, from time to time on demand, for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable legal fees and expenses and due diligence expenses) of Wells Fargo Bank incurred in connection with the preparation, review, negotiation, execution and delivery of this Commitment Letter, the Fee Letter and the Financing Documentation.

5. Confidentiality. This Commitment Letter and the Fee Letter (collectively, the "Commitment Documents") and the existence and contents hereof and thereof shall be confidential and may not be disclosed by you in whole or in part to any person without our prior written consent, except for (i) the disclosure hereof or thereof on a confidential basis to your directors, officers, employees, accountants, attorneys and other professional advisors who have agreed to maintain the confidentiality of the Commitment Documents for the purpose of evaluating, negotiating or entering into the Transactions, (ii) the disclosure of the Term Sheet and the existence and contents thereof in any related bankruptcy filing related to the Plan of Reorganization, or (iii) as otherwise required by law. Wells Fargo Bank shall be permitted to use information related to the syndication and arrangement of the Exit Credit Facilities in connection with obtaining a CUSIP number, marketing, press releases or other transactional announcements or updates provided to investor or trade publications, subject to confidentiality obligations or disclosure restrictions reasonably requested by you. Prior to the Closing Date, Wells Fargo Bank shall have the right to review and approve any public announcement or public filing made by you or your representatives relating to the Exit Credit Facilities or to Wells Fargo Bank in connection therewith, before any such announcement or filing is made (such approval not to be unreasonably withheld or delayed).

6. Other Services. In connection with all aspects of the Transactions, you acknowledge and agree that: (i) the Exit Credit Facilities and any related arranging or other services described in this Commitment Letter is an arm's-length commercial transaction between you and your affiliates, on the one hand, and Wells Fargo Bank, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the Transactions, (ii) in connection with the

process leading to the Transactions, Wells Fargo Bank is and has been acting solely as a principal and not as a financial advisor, agent or fiduciary, for you or any of your affiliates, stockholders, creditors or employees or any other party, (iii) Wells Fargo Bank has neither assumed nor will assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to any of the Transactions or the process leading thereto (irrespective of whether Wells Fargo Bank has advised or is currently advising you or your affiliates on other matters) and Wells Fargo Bank has no obligation to you or your affiliates with respect to the Transactions except those obligations expressly set forth in this Commitment Letter, (iv) Wells Fargo Bank and its affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your affiliates and Wells Fargo Bank shall not have any obligation to disclose any of such interests, and (v) Wells Fargo Bank has not provided any legal, accounting, regulatory or tax advice with respect to any of the Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Wells Fargo Bank with respect to any breach or alleged breach of agency or fiduciary duty.

7. Acceptance/Expiration of Commitments.

(a) This Commitment Letter, the Commitments and the agreements of Wells Fargo Bank set forth herein shall automatically terminate at 5:00 p.m. (New York time) on October 6, 2009 (the "Acceptance Deadline"), without further action or notice unless signed counterparts of this Commitment Letter and the Fee Letter shall have been delivered to Wells Fargo Bank by such time.

(b) In the event this Commitment Letter is accepted by you as provided in paragraph (a) above, the Commitments and the agreements of Wells Fargo Bank set forth herein shall automatically terminate without further action or notice upon the earliest to occur of:

(i) 5:00 p.m. (New York time) on October 30, 2009, unless (A) the bankruptcy court has unconditionally approved (1) the immediate payment by you of the Backstop Premium set forth in the Term Sheet and (2) all other terms and conditions set forth in this Commitment Letter, and (B) the Backstop Premium has been paid by you by such date;

(ii) 5:00 p.m. (New York time) on the second business day following the later to occur of (A) the date upon which the bankruptcy court unconditionally approves your immediate payment of the Backstop Premium and (B) the date upon which you receive written acknowledgement from us and the other Lenders that the Plan Approval Condition (as defined in the Term Sheet) has been satisfied, unless in either case the Backstop Premium has been paid by you by such time;

(iii) 5:00 p.m. (New York time) on December 31, 2009, if the Closing Date shall not have occurred by such time;

(iv) 5:00 p.m. (New York time) on the first business day following the effective date of the Plan of Reorganization, if the Closing Date shall not have occurred by such time; and

(v) a material breach by you under this Commitment Letter or the Fee Letter.

8. Survival. The sections of this Commitment Letter relating to Indemnification, Expenses, Confidentiality, Other Services, Survival and Governing Law shall survive any termination or expiration of this Commitment Letter or the Commitments (regardless of whether the Financing Documentation is executed and delivered).

9. Governing Law. Except to the extent governed by the Bankruptcy Code, this Commitment Letter and the Fee Letter shall be governed by, and construed in accordance with, the

laws of the State of California without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction will be required thereby. The parties hereby waive, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any claim or action arising out of this Commitment Letter or the Fee Letter. In the event the bankruptcy court does not have or refuses to exercise jurisdiction with respect thereto, the parties hereto hereby agree that any suit or proceeding arising in respect of this Commitment Letter or the Fee Letter or any of the matters contemplated hereby or thereby will be tried exclusively in the courts of the State of California, and the parties hereto hereby agree to submit to the exclusive jurisdiction of, and venue in, such courts. The parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to you or Wells Fargo Bank shall be effective service of process against such party for any action or proceeding relating to any such dispute. The parties hereto irrevocably and unconditionally waive any objection to venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding may be enforced in any other courts with jurisdiction over you or Wells Fargo Bank.

10. Miscellaneous. This Commitment Letter and the Fee Letter embody the entire agreement among Wells Fargo Bank and you and your affiliates with respect to the specific matters set forth above and supersede all prior agreements and understandings relating to the subject matter hereof. Those matters that are not covered or made clear in this Commitment Letter or the Fee Letter are subject to mutual agreement of the parties. No person has been authorized by Wells Fargo Bank to make any oral or written statements inconsistent with this Commitment Letter and the Fee Letter. This Commitment Letter and the Fee Letter shall not be assignable by you without the prior written consent of Wells Fargo Bank, and any purported assignment without such consent shall be void. This Commitment Letter and the Fee Letter are not intended to benefit or create any rights in favor of any person other than the parties hereto, the other Lenders and, with respect to indemnification, each Indemnified Party. This Commitment Letter and the Fee Letter may be executed in separate counterparts, and delivery of an executed signature page of this Commitment Letter and the Fee Letter by facsimile or electronic mail shall be effective as delivery of manually executed counterpart hereof; provided that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof. This Commitment Letter and the Fee Letter may only be amended, modified or superseded by an agreement in writing signed by each of you and Wells Fargo Bank that specifically provides such with reference to this Commitment Letter or the Fee Letter, as applicable.

Upon your acceptance of this Commitment Letter and the Fee Letter as provided below, this Commitment Letter will amend, restate and supersede in its entirety the prior commitment letter dated September 30, 2009, between you and Wells Fargo Bank.

[Signature Page Follows]

If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Commitment Letter and returning it to Wells Fargo Bank, together with executed counterparts of the Fee Letter, by no later than the Acceptance Deadline.

Sincerely,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: Seth D. Moldoff

Title: SVP

Agreed to and accepted as of the date first
above written:

BUILDING MATERIALS HOLDING CORPORATION

By: 

Name: WILLIAM SMART

Title: SVP & CEO

EXHIBIT A

**\$103,500,000
EXIT CREDIT FACILITIES
SUMMARY OF PROPOSED TERMS AND CONDITIONS**

[Attached Separately]

TERM SHEET

Exit Credit Facilities

Set forth below is a summary of the terms and conditions (this "*Term Sheet*") of the Credit Agreement for Building Materials Holding Corporation, a Delaware corporation ("*Holdings*") and the Guarantors in connection with the forthcoming revised Joint Plan of Reorganization for the Debtors under Chapter 11 of the Bankruptcy Code (the "*Plan*"). This Term Sheet is attached to the commitment letter dated as of October 5, 2009 addressed to the Borrower referred to below by Wells Fargo Bank, National Association ("*Wells Fargo*"). The Credit Agreement is subject to definitive documentation which will be submitted in the Plan Supplement.

The following defined terms shall have the following meanings:

"Prepetition Credit Facility" means the Second Amended and Restated Credit Agreement dated as of November 10, 2006, by and among Holdings, the guarantors party from time to time thereto, the lenders party from time to time thereto and Wells Fargo Bank, National Association, as administrative agent, as amended by that certain First Amendment to Second Amended and Restated Credit Agreement dated as of February 29, 2008 and that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of September 30, 2008.

"DIP Facility" means the Senior Secured, Super-Priority Debtor-in-Possession Credit Facility dated as of June 16, 2009 among Holdings, Guarantors, the lenders signatory thereto, and Wells Fargo Bank, National Association, as administrative agent, as amended, restated, supplemented or otherwise modified.

Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Prepetition Credit Facility.

<i>Borrower:</i>	Holdings, as reorganized pursuant to the Plan (" <i>Borrower</i> ").
<i>Guarantors:</i>	All subsidiaries of the Borrower (collectively, the " <i>Guarantors</i> ").
<i>Agent:</i>	Wells Fargo shall be the sole administrative agent for the Lenders (as defined below) (in such capacity, " <i>Agent</i> ").
<i>Lenders:</i>	Wells Fargo, together with such other lenders as may agree to participate in the Exit Credit Facilities (collectively, the " <i>Lenders</i> ").
<i>Exit Credit Facilities:</i>	A revolving credit facility (the " <i>Exit Revolver</i> ") in a maximum credit amount of up to \$50,000,000 (the " <i>Maximum Revolver Amount</i> "), with a letter of credit sub-facility (no sub-limit) for the replacement (or rollover) of standby letters of credit issued under the DIP

Facility and issuance of new standby letters of credit. Subject to the Maximum Revolver Amount, the aggregate committed principal amount of the Exit Revolver on the Closing Date (as hereinafter defined) is sometimes hereinafter referred to as the "**Closing Date Revolver Amount**".

A new non-amortizing term loan (the "**Exit Term Loan**") in an original principal amount of up to \$53,500,000.

A one-time private rating of the Exit Term Loan shall be obtained from S&P and Moody's prior to the Closing Date.

Any amounts prepaid or repaid under the Exit Revolver may, subject to the terms and conditions of the definitive loan documents, be re-borrowed. Any amounts prepaid or repaid under the Exit Term Loan may not be re-borrowed.

The outstanding amount of the Exit Credit Facilities shall be due and payable in full on the Maturity Date (as defined below).

Borrowing Base for Exit Credit Facilities

Same as Prepetition Credit Agreement, including but not limited to real estate assets but excluding Excess Real Estate (as defined below). The Borrowing Base shall apply to both the Exit Revolver and the Exit Term Loan. Paid-in-kind interest and paid-in-kind fees that are added to the principal balance of the Exit Credit Facilities shall be considered usage of the Exit Credit Facilities for purposes of determining availability under the Borrowing Base, but not for purposes of usage of the commitments.

Mandatory Prepayments:

Asset Dispositions:

Once the aggregate net cash proceeds of asset dispositions (including dispositions of Excess Real Estate) made during the term of the Exit Credit Facilities exceed the Asset Disposition Proceeds Basket, an amount equal to 100% of such additional net cash proceeds of asset dispositions (other than dispositions of Excess Real Estate, which are addressed below) shall be distributed *pro rata* to the Lenders (based on the relative amounts then outstanding under the Exit Term Loan and the Exit Revolver, including current and contingent letter of credit obligations) (i) to prepay amounts then owing under the Exit Term Loan, until paid in full, and (ii) to

prepay borrowings under the Exit Revolver, then to cash collateralize obligations other than borrowings under the Exit Revolver (including current and contingent letter of credit obligations).

"Asset Disposition Proceeds Basket" shall mean \$5,000,000.

Excess Real Estate Dispositions:

During the continuation of an event of default under the Exit Credit Facilities, an amount equal to 100% of the net cash proceeds of dispositions of Excess Real Estate shall be distributed *pro rata* to the Lenders (based on the relative amounts then owing under the Exit Term Loan and the Exit Revolver, including current and contingent letter of credit obligations) (i) to prepay amounts then owing under the Exit Term Loan, until paid in full, and (ii) to prepay borrowings under the Exit Revolver, then to cash collateralize obligations other than borrowings under the Exit Revolver (including current and contingent letter of credit obligations), and then to fund the Cash Collateral Account.

"Excess Real Estate" shall mean the real property assets identified by the Borrower and its advisors as unnecessary to the business plan of the Borrower.

In connection with any prepayment of the Exit Revolver required hereby there shall not be a concurrent commitment reduction.

Use of Proceeds:

The proceeds of the Exit Credit Facilities shall be used to (a) pay in full the outstanding balance due under the DIP Facility and (b) to fund exit costs and general working capital requirements of the Borrower.

Additionally, the Exit Revolver may be used for the issuance of letters of credit and the replacement of the then outstanding letters of credit issued under the DIP Facility.

Borrower and Guarantors shall grant Agent a lien on, security interest in and full dominion over their operating accounts (collectively, the **"Operating Accounts"**). At the close of each business day, any amounts in the Operating Accounts exceeding \$1,000,000 in the aggregate shall be swept and applied as follows: *first*, applied to pay down the Exit Revolver until paid in full,

and *second*, deposited into a cash collateral account maintained with Agent (the "*Cash Collateral Account*"). Borrower shall grant Agent a lien on, security interest in and full dominion over the Cash Collateral Account.

Upon Borrower's request for a borrowing under the Exit Revolver, to the extent there is availability therefor, Agent shall deposit the requested amount into the Operating Account specified by Borrower. Such advances shall be made from the following sources, in the following order: *first*, from the Cash Collateral Account, and *second*, from the Exit Revolver.

Fees and Interest Rates:

As set forth on Annex A.

Maturity:

All obligations of Borrower and Guarantors owed to Agent and the Lenders under the Exit Credit Facilities shall be payable in full on the 3rd anniversary of the effective date of the Exit Credit Facilities (the "*Maturity Date*").

Collateral:

All obligations of Borrower and Guarantors owed to Agent and the Lenders under the Exit Credit Facilities shall be secured by a perfected, first priority lien on and security interest in (the "*Exit Credit Facility Liens*") all or substantially all of the existing and future assets of Borrower and Guarantors (collectively, the "*Exit Credit Facility Collateral*").

The Exit Credit Facility Liens shall be shared *pro rata* by the Lenders under the Exit Revolver and the Lenders under the Exit Term Loan.

Financial Reporting Covenants:

Financial reporting similar to reporting under the Prepetition Credit Agreement.

Financial Covenants:

Financial covenants shall include:

- (a) Minimum monthly liquidity test (calculated as minimum balance sheet cash plus availability under the Exit Revolver, without regard to such availability under the Exit Revolver in excess of \$30,000,000 in the aggregate) (*\$ in millions*):

2010 Jan:	\$30.0
2010 Feb:	\$30.0
2010 Mar:	\$30.0
2010 Apr:	\$20.0

2010 May:	\$10.0
2010 Jun:	\$5.0
2010 Jul:	\$5.0
2010 Aug:	\$5.0
2010 Sep:	\$10.0
2010 Oct:	\$10.0
2010 Nov:	\$15.0
2010 Dec:	\$25.0

2011 Jan:	\$25.0
2011 Feb:	\$25.0
2011 Mar:	\$25.0
2011 Apr:	\$20.0
2011 May:	\$10.0
2011 Jun:	\$10.0
2011 Jul:	\$10.0
2011 Aug:	\$10.0
2011 Sep:	\$10.0
2011 Oct:	\$15.0
2011 Nov:	\$15.0
2011 Dec:	\$25.0

2012 Jan:	\$25.0
2012 Feb:	\$25.0
2012 Mar:	\$25.0
2012 Apr:	\$20.0
2012 May:	\$10.0
2012 Jun:	\$10.0
2012 Jul:	\$10.0
2012 Aug:	\$10.0
2012 Sep:	\$10.0
2012 Oct:	\$15.0
2012 Nov:	\$15.0
2012 Dec:	\$25.0

(b) Minimum quarterly EBITDA (\$ in millions):

2010 Q2:	\$(15.0)
2010 Q3:	\$(10.0)
2010 Q4:	\$(5.0)

2011 Q1:	\$2.5
2011 Q2:	\$10.0
2011 Q3:	\$20.0
2011 Q4:	\$30.0

2012 Q1:	\$30.0
2012 Q2:	\$40.0
2012 Q3:	\$60.0

2012 Q4: \$75.0

EBITDA measured as of June 30, 2010 shall be calculated for the two consecutive fiscal quarter period then ended. EBITDA measured as of September 30, 2010 shall be calculated for the three consecutive fiscal quarter period then ended. Thereafter, EBITDA shall be calculated for the four consecutive fiscal quarter period then ended.

***Representations & Warranties,
Affirmative and Negative
Covenants:***

Customary representations and warranties, affirmative covenants and negative covenants.

Events of Default:

Customary events of default. Cross default to the Term Loan Credit Agreement for reinstated pre-petition debt (the "*Reinstated Term Debt*") entered into in connection with the Plan.

Conditions Precedent to Closing:

Customary for the loans of this type and similar to those under the Prepetition Credit Agreement and those additional conditions deemed appropriate by the Lenders for this transaction, including, without limitation, those conditions set forth on Annex B and execution of an intercreditor agreement with creditors holding Reinstated Term Debt.

Closing Date:

The Effective Date of the Plan.

Voting Rights Among Lenders:

"Majority Lender" decisions shall require the affirmative vote of (a) one or more Lenders under the Exit Term Loan collectively holding at least 50.1% of the outstanding principal amount of the Exit Term Loan, and (b) one or more Lenders under the Exit Revolver collectively holding at least 50.1% of the aggregate Exit Revolver commitment.

Prepayment Premium:

In the event of a refinancing or other voluntary prepayment or commitment reduction (in either case in whole or in part) of the Exit Credit Facilities prior to the Maturity Date, a premium in the applicable amount indicated below shall at such time be due and payable to the Lenders under the Exit Credit Facilities:

Within the 1st year following the Closing Date: 3.0% of the amount of such voluntary prepayment or commitment reduction;

Within the 2nd year following the Closing Date: 2.0% of the amount of such voluntary prepayment or commitment reduction; and

Within the 3rd year following the Closing Date: 1.0% of the amount of such voluntary prepayment or commitment reduction.

For purposes of calculating the foregoing premium, the outstanding principal amount of the Exit Term Loan shall be determined without regard to paid-in-kind interest that has been added to the principal balance of the Exit Term Loan; provided, however, that all prepayments of the Exit Term Loan shall be applied first to the original principal balance of the Exit Term Loan and last to any paid-in-kind interest that has been added to the principal balance of the Exit Term Loan.

Annex A

Interest Rates and Fees

Interest Rate	LIBOR Rate + Applicable Margin. At Borrower's option (exercisable for any Interest Payment Date for interest then due and payable), interest may be paid as follows: (i) LIBOR Rate + at least half of the Applicable Margin, paid in cash currently, <u>plus</u> (ii) up to half of the Applicable Margin + 2.0%, paid in kind until maturity. Any interest that is paid in kind shall be treated as a principal borrowing and, accordingly, shall accrue interest in the same manner as a principal borrowing, payable monthly in arrears in the manner provided in the immediately preceding sentence.
LIBOR Rate	For any day, a fluctuating rate equal to the higher of: (i) the Daily One Month LIBOR in effect on such day and (iv) 3.0%.
Daily One Month LIBOR ..	For any day, the rate of interest equal to LIBOR then in effect for delivery for a one (1) month period.
Applicable Margin	12.0%.
Interest Payment Dates	Interest on Credit Extensions outstanding under the Exit Credit Facilities shall be paid monthly in arrears.
Default Rate	4.0% above rate then otherwise in effect.
Rate and Fee Basis	All <i>per annum</i> rates shall be calculated on the basis of a year of 360 days and the actual number of days elapsed.
Backstop Premium	5.0% of the sum of the committed Exit Revolver plus the committed Exit Term Loan, measured as of the date of the Borrower's execution of a commitment letter for the Exit Credit Facilities, due and payable on the second business day following later to occur of (i) the date upon which the bankruptcy court unconditionally approves Borrower's immediate payment of the Backstop Premium and (ii) the date upon which Borrower receives written acknowledgement from Agent and the Lenders that the Plan Approval Condition has been satisfied.
Closing Discount/Fee	2.5% of the sum of the Closing Date Revolver Amount plus the original principal amount of the

Exit Term Loan, due and payable to the Lenders under the Exit Credit Facilities on the Closing Date.

Letter of Credit Fees 0.5% *per annum* fronting fee payable to the issuer. 6.0% *per annum* fee on outstanding, undrawn letters of credit, payable to the Lenders under the Exit Revolver. At Borrower's option (exercisable for any date for which any such letter of credit fee is then due and payable), such fee may be paid as follows: (i) at least 3.0%, paid in cash currently, plus (ii) up to 3.0% + 2.0%, paid-in-kind until maturity. Any such fee that is paid in kind shall be deemed to be added to the face amount of the applicable letter of credit solely for the purpose of calculating subsequent fees on such letter of credit.

Unused Commitment Fee..... A fee in an amount equal to 0.50% *per annum* of the unused portion of the Exit Revolver (whether or not then available) shall be due and payable monthly in arrears to the Lenders under the Exit Revolver.

Administrative Agency Fee..... A flat fee of \$100,000 *per annum* payable to the Agent in advance on the Closing Date and on each anniversary thereof until the earlier of (i) the final maturity of the Exit Credit Facilities and payment of all amounts due thereunder and (ii) early termination of the Exit Credit Facilities and payment of all amounts due thereunder.

Audit, Appraisal, and

Examination Fees:..... To be determined.

Annex B

Conditions Precedent

The availability of the Exit Credit Facilities shall be subject to satisfaction of customary conditions precedent for such facilities, including, without limitation, the following conditions precedent (the conditions described in clauses (a)(i) and (a)(iii) below are referred to herein collectively as the "*Plan Approval Condition*"):

(a) (i) the Lenders shall be satisfied, in their sole and absolute discretion, with the terms and conditions of the Plan (including, without limitation, terms and conditions pertaining to the resolution of all IRS claims and the treatment of the claims of unsecured creditors) (the "*Approved Plan*");

(ii) if the Plan Approval Condition has been satisfied prior to the Closing Date, there shall have been no material amendments or supplements to the Approved Plan that are materially adverse to Agent and the Lenders in their reasonable discretion;

(iii) the form of order confirming the Approved Plan (with, if the Plan Approval Condition has been satisfied prior to the Closing Date, such amendments and supplements thereto as are not materially adverse to Agent and the Lenders in their reasonable discretion) shall be reasonably acceptable to the Lenders; and

(iv) such order (with, if the Plan Approval Condition has been satisfied prior to the Closing Date, such amendments and supplements thereto as are not materially adverse to Agent and the Lenders in their reasonable discretion) shall be entered by the bankruptcy court so that the order shall be final and not subject to any appeal by no later than December 31, 2009 (provided, however, that in the event that the Lenders decide for any reason that the Plan is not acceptable and/or the Borrower decides to pursue a sale and sells (pursuant to a final order that is not subject to any appeal) by no later than December 31, 2009 substantially all of its assets to a new company owned by the lenders under the Prepetition Credit Facility ("Newco") pursuant to Section 363 of the Bankruptcy Code, then provided that the terms, conditions and results of that 363 sale (including, without limitation, the terms and conditions of the asset purchase agreement and related order approving sale) to Newco are acceptable to the Lenders in their sole and absolute discretion, and subject to the satisfaction of all other conditions applicable to the Exit Credit Facilities, then in such event the Exit Credit Facilities shall instead be closed and funded with Newco);

(b) Delivery of loan documents setting forth the terms described herein and otherwise customary for transactions of this type and in form and substance reasonably satisfactory to the Lenders, duly executed by the Borrower and Guarantors (or applicable third parties as the case may be), and receipt of other documentation customary for transactions of this type and in form and substance reasonably satisfactory to the Lenders;

(c) Receipt of evidence of corporate authority and certificates of status with respect to each person comprising the Borrower and the Guarantors issued by the jurisdictions

of organization of each person comprising the Borrower and the Guarantors, all in form and substance reasonably satisfactory to Agent;

(d) Borrower shall have paid to Agent all reasonable out-of-pocket fees and expenses then owing to Agent, including, without limitation, loan origination costs, audit fees, attorneys fees, search fees, title fees, documentation and filing fees;

(e) Completion of (i) Patriot Act searches, OFAC/PEP searches and customary individual background checks for each person comprising the Borrowers and the Guarantors, and (ii) of OFAC/PEP searches and customer individual background searches for Borrowers' senior management and key principals, the results of which are satisfactory to Agent; and

(f) Completion of review of existing insurance policies and coverage satisfactory to the Agent.

EXHIBIT B

LENDER COMMITMENT LETTERS

[Attached Separately]

COMMITMENT LETTER

[On Participant's Letterhead]

October 5, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$545,868⁵⁷.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours, **Duane Street CLO I, Ltd.**
By: DiMato Ahmad Capital LLC,
As Collateral Manager

[Name of Participant]

By: 
Name: **Paul Travers**
Title: **Authorized Signatory**

COMMITMENT LETTER

[On Participant's Letterhead]

October 5, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$~~44,738~~⁸².

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Duane Street CLO II, Ltd.

Very truly yours,

**By: DiMalo Ahmad Capital LLC,
As Collateral Manager**

[Name of Participant]

By:

Name:

Title:


**Paul Travers
Authorized Signatory**

COMMITMENT LETTER

[On Participant's Letterhead]

October 5, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$1,000,000,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours, **Duane Street CLO III, Ltd.**
By: DiMalo Ahmad Capital LLC,
As Collateral Manager

[Name of Participant]

By: 

Name: **Paul Travers**
Title: **Authorized Signatory**

COMMITMENT LETTER

[On Participant's Letterhead]

October 5, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 91,300,34.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours, Duane Street CLO IV, Ltd.
By: DiMalo Ahmad Capital LLC,
As Collateral Manager

[Name of Participant]

By: 

Name: Paul Travers
Title: Authorized Signatory

WCAS | FRASER SULLIVAN
INVESTMENT MANAGEMENT, LLC

COMMITMENT LETTER

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$2,500,000.00.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

WCAS Fraser Sullivan Investment Management, LLC

By: 

Name: John W. Fraser

Title: Managing Partner



COMMITMENT LETTER

Van Kampen Asset Management Inc.
1 Parkview Plaza, P.O. Box 5555
Oakbrook Terrace, IL 60181-5555

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 1,200,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

VAN KAMPEN
Dynamic Credit Opportunities Fund
By: Van Kampen Asset Management

By: 

Name:

Title:

GERARD FOGARTY
Vice President



COMMITMENT LETTER

Van Kampen Asset Management Inc.
1 Parkview Plaza, P.O. Box 5555
Oakbrook Terrace, IL 60181-5555

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 1,800,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

VAN KAMPEN
SENIOR INCOME TRUST
By: Van Kampen Asset Management

By: 

Name:

Title:

GERARD FOGARTY
Vice President



COMMITMENT LETTER

Van Kampen Asset Management Inc.
1 Parkview Plaza, P.O. Box 5555
Oakbrook Terrace, IL 60181-5555

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 1,800,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

VAN KAMPEN
SENIOR LOAN FUND
By: Van Kampen Asset Management

By: _____
Name:
Title:

GERARD FOGARTY
Vice President

COMMITMENT LETTER

Morgan Stanley

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 600,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

In addition to the foregoing, this commitment is subject to receipt prior to closing of a minimum facility rating of B2/B by Moody's/Standard & Poor's.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.


Very truly yours,

QUALCOMM Global Trading, Inc.
By: Morgan Stanley Investment Management
Inc. as Investment Manager

By:

Name:

Title:


JOHN HAYES
EXECUTIVE DIRECTOR

COMMITMENT LETTER

Morgan Stanley

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 600,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

Morgan Stanley Prime Income Trust

By: 
Name: **JOHN HAYES**
Title: **EXECUTIVE DIRECTOR**



COMMITMENT LETTER

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$10,000,000.00.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

THIRD AVENUE SPECIAL SITUATIONS (MASTER)
FUND, L.P.

By: Third Avenue Opportunity Management LLC, its
General Partner

By: Third Avenue Management LLC, its Managing
Member

By: 
Vincent J. Dugan
Chief Financial Officer

COMMITMENT LETTER

October 6, 2009

Republic Loan Funding, LTD.
By: Highland Capital Management, L.P.
As Collateral Manager
By: Strand Advisors, Inc., its General Partner

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$7,000,000.00

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

Republic Loan Funding, LTD.
By: Highland Capital Management, L.P.
As Collateral Manager
By: Strand Advisors, Inc., its General Partner

[Name of Participant]

By: 

Name:

Title:

JASON POST
OPERATIONS DIRECTOR

COMMITMENT LETTER

October 6, 2009

Highland Credit Opportunities CDO Ltd
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$7,000,000.00.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

Highland Credit Opportunities CDO Ltd
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

[Name of Participant]

By: 

Name:

JASON POST

Title:

OPERATIONS DIRECTOR

BAYSIDE CAPITAL
OPPORTUNITY FUND

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Revolver (as defined in the Commitment Letter) in the amount of up to \$20,000,000 and in the Exit Term Loan (as defined in the Commitment Letter) in the amount of up to \$18,000,000. Our commitment assumes that the sizing of the Exit Term Loan remains \$53.5 million and that the sizing of the Exit Revolver remains \$50 million. Our commitment also assumes that we will receive our pro rata portions of all fees, interest and other monies paid to the other participants in the Exit Credit Facilities, including the Backstop Premium (as defined in the Fee Letter delivered to the Borrower in conjunction with the Commitment Letter).

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. For the avoidance of doubt, we enter into this commitment letter based on the assumption that the satisfaction of certain of the conditions precedent in Annex B attached to the term sheet are at our sole and absolute discretion and not subject to any other standard. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

BAYSIDE CAPITAL

1001 BRICKELL BAY DRIVE • 26th FLOOR • MIAMI, FL 33131 • TEL: (305) 379-8686
MIAMI • ATLANTA • BOSTON • HAMBURG • LONDON • PARIS • SAN FRANCISCO

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason. .

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated October 2, 2009.

Very truly yours,

Bayside Capital, Inc.

By: 

Name: Andrew Brown

Title: Investment Professional

EXHIBIT A

Executed Commitment Letter



Wells Fargo Bank, National Association
333 Market Street, 3rd Floor
San Francisco, CA 94105

CONFIDENTIAL

October 5, 2009

Building Materials Holding Corporation
Four Embarcadero Center
Suite 3200
San Francisco, CA 94111
Attention: Bill Smartt, Senior Vice President and Chief Financial Officer

Re: Commitment Letter
Exit Credit Facilities

Dear Mr. Smartt:

You have advised Wells Fargo Bank, National Association ("Wells Fargo Bank" or "we" or "us") that Building Materials Holding Corporation (the "Borrower" or "you"), as reorganized in connection with the Joint Plan of Reorganization for the Debtors under Chapter 11 of the Bankruptcy Code (the "Plan of Reorganization"), seeks financing to refinance certain existing indebtedness of the Borrower under that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of June 16, 2009 (the "DIP Facility"), and such refinancing, the "Refinancing") and for ongoing working capital requirements and other general corporate purposes, all as more fully described in the Summary of Proposed Terms and Conditions attached hereto as Exhibit A (the "Term Sheet"). This Commitment Letter (as defined below) describes the general terms and conditions for senior secured credit facilities in an aggregate amount up to \$103,500,000 to the Borrower consisting of (a) a term loan facility in an amount equal to \$53,500,000 (the "Exit Term Loan") and (b) a revolving credit facility in an amount equal to \$50,000,000 (the "Exit Revolver" and, collectively with the Exit Term Loan, the "Exit Credit Facilities").

As used herein, the term "Transactions" means, collectively, the Refinancing, the borrowings under the Exit Credit Facilities, the confirmation of the Plan of Reorganization or the final conclusion of a 363 sale, and the payment of fees, commissions and expenses in connection with each of the foregoing. This letter, including the Term Sheet, is hereinafter referred to as the "Commitment Letter". The date on which the Exit Credit Facilities are closed is referred to as the "Closing Date". The "prepetition secured lenders" means the lenders party to that certain Second Amended and Restated Credit Agreement dated as of November 10, 2006, as amended, by and among the Borrower, certain of its subsidiaries, the lenders party thereto and Wells Fargo Bank, as administrative agent.

1. Commitments.

(a) You have requested that Wells Fargo Bank commit to provide a portion of the Exit Credit Facilities. Wells Fargo Bank is pleased to advise you of its commitment to provide to the Borrower up to \$30,000,000 of the Exit Revolver (the "Wells Fargo Commitment"), upon the terms and subject to the conditions set forth in this Commitment Letter. In addition, Wells Fargo Bank has received commitments from certain banks, financial institutions and other entities (such banks, financial institutions and other entities committing to the Exit Credit Facilities, together with Wells Fargo Bank, the "Lenders") to provide to the Borrower an aggregate amount equal to \$53,500,000 of the Exit Term Loan and an additional \$20,000,000 of the Exit Revolver (collectively with the Wells Fargo Commitment, the "Commitments"), upon the terms and subject to the conditions set forth herein and in the commitment letters of such Lenders delivered to Wells Fargo Bank, copies of which are attached hereto as Exhibit B for your reference. In addition, the Exit Credit Facilities shall not be closed and funded if, pursuant to the Plan of Reorganization, alternative financing is selected by the requisite number of the Borrower's prepetition secured creditors and approved by the bankruptcy court.

(b) Wells Fargo Bank will act as the sole administrative agent (in such capacity, the "Administrative Agent") for the Exit Credit Facilities.

2. Conditions to Commitments. The Commitments are subject to the satisfaction of each of the following conditions precedent in a manner acceptable to Wells Fargo Bank:

(a) your written acceptance, and compliance with the terms and conditions, of a letter dated the date hereof from Wells Fargo Bank to you (the "Fee Letter") pursuant to which you agree to pay, or cause to be paid, to Wells Fargo Bank for its account and for the account of the other Lenders certain fees and expenses and to fulfill certain other obligations in connection with the Exit Credit Facilities; and

(b) your compliance with the terms of, and the satisfaction of all other conditions described in, this Commitment Letter.

The Commitments are also conditioned upon and made subject to our not becoming aware after the date hereof of any new or inconsistent information or other matter not previously disclosed to us relating to any of (i) the Borrower and its subsidiaries or (ii) the Transactions, in each case, which information or other matter Wells Fargo Bank deems material and adverse relative to the information or other matters disclosed to us prior to the date hereof and as a result thereof Wells Fargo Bank reasonably believes that a material adverse change in the business, financial condition, results of operations or prospects of the Borrower and its subsidiaries, taken as a whole, has occurred.

You agree to use commercially reasonable efforts to support, and to cause your advisors to support, the terms and conditions of the Commitments and the Exit Credit Facilities as set forth in the Commitment Letter in the event of any objection thereto or questioning thereof in the bankruptcy court.

3. Indemnification.

You agree, subject to the approval of the bankruptcy court, to indemnify and hold harmless Wells Fargo Bank and each of its affiliates, directors, officers, employees, partners, representatives, advisors and agents and each of its successors and assigns (each, an "Indemnified Party") from and against any and all actions, suits, losses, claims, damages, liabilities and expenses of any kind or nature, joint or several, to which such Indemnified Party may become subject or that may be incurred or asserted or awarded against such Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) any matters contemplated by this Commitment

Letter, the Transactions or any related transaction (including, without limitation, the execution and delivery of this Commitment Letter, the documentation evidencing the Exit Credit Facilities (the "Financing Documentation") and the closing of the Transactions) or (ii) the use or the contemplated use of the proceeds of the Exit Credit Facilities, and will reimburse each Indemnified Party for all out-of-pocket expenses (including reasonable attorneys' fees, expenses and charges) on demand as they are incurred in connection with any of the foregoing; provided that no Indemnified Party shall have any right to indemnification for any of the foregoing to the extent resulting from such Indemnified Party's own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equityholders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. Wells Fargo Bank shall only have liability to you (as opposed to any other person), and Wells Fargo Bank shall be liable solely in respect of its own Commitment to the Exit Credit Facilities on a several, and not joint, basis with any other Lender. No Indemnified Party shall be liable to you, your affiliates or any other person for any indirect, consequential or punitive damages that may be alleged as a result of this Commitment Letter or any element of the Transactions. You shall not, without the prior written consent of each Indemnified Party affected thereby (which consent will not be unreasonably withheld), settle any threatened or pending claim or action that would give rise to the right of any Indemnified Party to claim indemnification hereunder unless such settlement (a) includes a full and unconditional release of all liabilities arising out of such claim or action against such Indemnified Party and (b) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of any Indemnified Party.

4. Expenses. You shall, subject to the approval of the bankruptcy court, reimburse Wells Fargo Bank, from time to time on demand, for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable legal fees and expenses and due diligence expenses) of Wells Fargo Bank incurred in connection with the preparation, review, negotiation, execution and delivery of this Commitment Letter, the Fee Letter and the Financing Documentation.

5. Confidentiality. This Commitment Letter and the Fee Letter (collectively, the "Commitment Documents") and the existence and contents hereof and thereof shall be confidential and may not be disclosed by you in whole or in part to any person without our prior written consent, except for (i) the disclosure hereof or thereof on a confidential basis to your directors, officers, employees, accountants, attorneys and other professional advisors who have agreed to maintain the confidentiality of the Commitment Documents for the purpose of evaluating, negotiating or entering into the Transactions, (ii) the disclosure of the Term Sheet and the existence and contents thereof in any related bankruptcy filing related to the Plan of Reorganization, or (iii) as otherwise required by law. Wells Fargo Bank shall be permitted to use information related to the syndication and arrangement of the Exit Credit Facilities in connection with obtaining a CUSIP number, marketing, press releases or other transactional announcements or updates provided to investor or trade publications, subject to confidentiality obligations or disclosure restrictions reasonably requested by you. Prior to the Closing Date, Wells Fargo Bank shall have the right to review and approve any public announcement or public filing made by you or your representatives relating to the Exit Credit Facilities or to Wells Fargo Bank in connection therewith, before any such announcement or filing is made (such approval not to be unreasonably withheld or delayed).

6. Other Services. In connection with all aspects of the Transactions, you acknowledge and agree that: (i) the Exit Credit Facilities and any related arranging or other services described in this Commitment Letter is an arm's-length commercial transaction between you and your affiliates, on the one hand, and Wells Fargo Bank, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the Transactions, (ii) in connection with the

process leading to the Transactions, Wells Fargo Bank is and has been acting solely as a principal and not as a financial advisor, agent or fiduciary, for you or any of your affiliates, stockholders, creditors or employees or any other party, (iii) Wells Fargo Bank has neither assumed nor will assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to any of the Transactions or the process leading thereto (irrespective of whether Wells Fargo Bank has advised or is currently advising you or your affiliates on other matters) and Wells Fargo Bank has no obligation to you or your affiliates with respect to the Transactions except those obligations expressly set forth in this Commitment Letter, (iv) Wells Fargo Bank and its affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your affiliates and Wells Fargo Bank shall not have any obligation to disclose any of such interests, and (v) Wells Fargo Bank has not provided any legal, accounting, regulatory or tax advice with respect to any of the Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Wells Fargo Bank with respect to any breach or alleged breach of agency or fiduciary duty.

7. Acceptance/Expiration of Commitments.

(a) This Commitment Letter, the Commitments and the agreements of Wells Fargo Bank set forth herein shall automatically terminate at 5:00 p.m. (New York time) on October 6, 2009 (the "Acceptance Deadline"), without further action or notice unless signed counterparts of this Commitment Letter and the Fee Letter shall have been delivered to Wells Fargo Bank by such time.

(b) In the event this Commitment Letter is accepted by you as provided in paragraph (a) above, the Commitments and the agreements of Wells Fargo Bank set forth herein shall automatically terminate without further action or notice upon the earliest to occur of:

(i) 5:00 p.m. (New York time) on October 30, 2009, unless (A) the bankruptcy court has unconditionally approved (1) the immediate payment by you of the Backstop Premium set forth in the Term Sheet and (2) all other terms and conditions set forth in this Commitment Letter, and (B) the Backstop Premium has been paid by you by such date;

(ii) 5:00 p.m. (New York time) on the second business day following the later to occur of (A) the date upon which the bankruptcy court unconditionally approves your immediate payment of the Backstop Premium and (B) the date upon which you receive written acknowledgement from us and the other Lenders that the Plan Approval Condition (as defined in the Term Sheet) has been satisfied, unless in either case the Backstop Premium has been paid by you by such time;

(iii) 5:00 p.m. (New York time) on December 31, 2009, if the Closing Date shall not have occurred by such time;

(iv) 5:00 p.m. (New York time) on the first business day following the effective date of the Plan of Reorganization, if the Closing Date shall not have occurred by such time; and

(v) a material breach by you under this Commitment Letter or the Fee Letter.

8. Survival. The sections of this Commitment Letter relating to Indemnification, Expenses, Confidentiality, Other Services, Survival and Governing Law shall survive any termination or expiration of this Commitment Letter or the Commitments (regardless of whether the Financing Documentation is executed and delivered).

9. Governing Law. Except to the extent governed by the Bankruptcy Code, this Commitment Letter and the Fee Letter shall be governed by, and construed in accordance with, the

laws of the State of California without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction will be required thereby. The parties hereby waive, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any claim or action arising out of this Commitment Letter or the Fee Letter. In the event the bankruptcy court does not have or refuses to exercise jurisdiction with respect thereto, the parties hereto hereby agree that any suit or proceeding arising in respect of this Commitment Letter or the Fee Letter or any of the matters contemplated hereby or thereby will be tried exclusively in the courts of the State of California, and the parties hereto hereby agree to submit to the exclusive jurisdiction of, and venue in, such courts. The parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to you or Wells Fargo Bank shall be effective service of process against such party for any action or proceeding relating to any such dispute. The parties hereto irrevocably and unconditionally waive any objection to venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding may be enforced in any other courts with jurisdiction over you or Wells Fargo Bank.

10. Miscellaneous. This Commitment Letter and the Fee Letter embody the entire agreement among Wells Fargo Bank and you and your affiliates with respect to the specific matters set forth above and supersede all prior agreements and understandings relating to the subject matter hereof. Those matters that are not covered or made clear in this Commitment Letter or the Fee Letter are subject to mutual agreement of the parties. No person has been authorized by Wells Fargo Bank to make any oral or written statements inconsistent with this Commitment Letter and the Fee Letter. This Commitment Letter and the Fee Letter shall not be assignable by you without the prior written consent of Wells Fargo Bank, and any purported assignment without such consent shall be void. This Commitment Letter and the Fee Letter are not intended to benefit or create any rights in favor of any person other than the parties hereto, the other Lenders and, with respect to indemnification, each Indemnified Party. This Commitment Letter and the Fee Letter may be executed in separate counterparts, and delivery of an executed signature page of this Commitment Letter and the Fee Letter by facsimile or electronic mail shall be effective as delivery of manually executed counterpart hereof; provided that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof. This Commitment Letter and the Fee Letter may only be amended, modified or superseded by an agreement in writing signed by each of you and Wells Fargo Bank that specifically provides such with reference to this Commitment Letter or the Fee Letter, as applicable.

Upon your acceptance of this Commitment Letter and the Fee Letter as provided below, this Commitment Letter will amend, restate and supersede in its entirety the prior commitment letter dated September 30, 2009, between you and Wells Fargo Bank.

[Signature Page Follows]

If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Commitment Letter and returning it to Wells Fargo Bank, together with executed counterparts of the Fee Letter, by no later than the Acceptance Deadline.

Sincerely,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: Seth D. Moldoff

Title: SVP

Agreed to and accepted as of the date first
above written:

BUILDING MATERIALS HOLDING CORPORATION

By: 

Name: WILLIAM SMART

Title: SVP & CEO

EXHIBIT A

**\$103,500,000
EXIT CREDIT FACILITIES
SUMMARY OF PROPOSED TERMS AND CONDITIONS**

[Attached Separately]

TERM SHEET

Exit Credit Facilities

Set forth below is a summary of the terms and conditions (this "*Term Sheet*") of the Credit Agreement for Building Materials Holding Corporation, a Delaware corporation ("*Holdings*") and the Guarantors in connection with the forthcoming revised Joint Plan of Reorganization for the Debtors under Chapter 11 of the Bankruptcy Code (the "*Plan*"). This Term Sheet is attached to the commitment letter dated as of October 5, 2009 addressed to the Borrower referred to below by Wells Fargo Bank, National Association ("*Wells Fargo*"). The Credit Agreement is subject to definitive documentation which will be submitted in the Plan Supplement.

The following defined terms shall have the following meanings:

"Prepetition Credit Facility" means the Second Amended and Restated Credit Agreement dated as of November 10, 2006, by and among Holdings, the guarantors party from time to time thereto, the lenders party from time to time thereto and Wells Fargo Bank, National Association, as administrative agent, as amended by that certain First Amendment to Second Amended and Restated Credit Agreement dated as of February 29, 2008 and that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of September 30, 2008.

"DIP Facility" means the Senior Secured, Super-Priority Debtor-in-Possession Credit Facility dated as of June 16, 2009 among Holdings, Guarantors, the lenders signatory thereto, and Wells Fargo Bank, National Association, as administrative agent, as amended, restated, supplemented or otherwise modified.

Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Prepetition Credit Facility.

<i>Borrower:</i>	Holdings, as reorganized pursuant to the Plan (" <i>Borrower</i> ").
<i>Guarantors:</i>	All subsidiaries of the Borrower (collectively, the " <i>Guarantors</i> ").
<i>Agent:</i>	Wells Fargo shall be the sole administrative agent for the Lenders (as defined below) (in such capacity, " <i>Agent</i> ").
<i>Lenders:</i>	Wells Fargo, together with such other lenders as may agree to participate in the Exit Credit Facilities (collectively, the " <i>Lenders</i> ").
<i>Exit Credit Facilities:</i>	A revolving credit facility (the " <i>Exit Revolver</i> ") in a maximum credit amount of up to \$50,000,000 (the " <i>Maximum Revolver Amount</i> "), with a letter of credit sub-facility (no sub-limit) for the replacement (or rollover) of standby letters of credit issued under the DIP

Facility and issuance of new standby letters of credit. Subject to the Maximum Revolver Amount, the aggregate committed principal amount of the Exit Revolver on the Closing Date (as hereinafter defined) is sometimes hereinafter referred to as the "**Closing Date Revolver Amount**".

A new non-amortizing term loan (the "**Exit Term Loan**") in an original principal amount of up to \$53,500,000.

A one-time private rating of the Exit Term Loan shall be obtained from S&P and Moody's prior to the Closing Date.

Any amounts prepaid or repaid under the Exit Revolver may, subject to the terms and conditions of the definitive loan documents, be re-borrowed. Any amounts prepaid or repaid under the Exit Term Loan may not be re-borrowed.

The outstanding amount of the Exit Credit Facilities shall be due and payable in full on the Maturity Date (as defined below).

Borrowing Base for Exit Credit Facilities

Same as Prepetition Credit Agreement, including but not limited to real estate assets but excluding Excess Real Estate (as defined below). The Borrowing Base shall apply to both the Exit Revolver and the Exit Term Loan. Paid-in-kind interest and paid-in-kind fees that are added to the principal balance of the Exit Credit Facilities shall be considered usage of the Exit Credit Facilities for purposes of determining availability under the Borrowing Base, but not for purposes of usage of the commitments.

Mandatory Prepayments:

Asset Dispositions:

Once the aggregate net cash proceeds of asset dispositions (including dispositions of Excess Real Estate) made during the term of the Exit Credit Facilities exceed the Asset Disposition Proceeds Basket, an amount equal to 100% of such additional net cash proceeds of asset dispositions (other than dispositions of Excess Real Estate, which are addressed below) shall be distributed *pro rata* to the Lenders (based on the relative amounts then outstanding under the Exit Term Loan and the Exit Revolver, including current and contingent letter of credit obligations) (i) to prepay amounts then owing under the Exit Term Loan, until paid in full, and (ii) to

prepay borrowings under the Exit Revolver, then to cash collateralize obligations other than borrowings under the Exit Revolver (including current and contingent letter of credit obligations).

"Asset Disposition Proceeds Basket" shall mean \$5,000,000.

Excess Real Estate Dispositions:

During the continuation of an event of default under the Exit Credit Facilities, an amount equal to 100% of the net cash proceeds of dispositions of Excess Real Estate shall be distributed *pro rata* to the Lenders (based on the relative amounts then owing under the Exit Term Loan and the Exit Revolver, including current and contingent letter of credit obligations) (i) to prepay amounts then owing under the Exit Term Loan, until paid in full, and (ii) to prepay borrowings under the Exit Revolver, then to cash collateralize obligations other than borrowings under the Exit Revolver (including current and contingent letter of credit obligations), and then to fund the Cash Collateral Account.

"Excess Real Estate" shall mean the real property assets identified by the Borrower and its advisors as unnecessary to the business plan of the Borrower.

In connection with any prepayment of the Exit Revolver required hereby there shall not be a concurrent commitment reduction.

Use of Proceeds:

The proceeds of the Exit Credit Facilities shall be used to (a) pay in full the outstanding balance due under the DIP Facility and (b) to fund exit costs and general working capital requirements of the Borrower.

Additionally, the Exit Revolver may be used for the issuance of letters of credit and the replacement of the then outstanding letters of credit issued under the DIP Facility.

Borrower and Guarantors shall grant Agent a lien on, security interest in and full dominion over their operating accounts (collectively, the **"Operating Accounts"**). At the close of each business day, any amounts in the Operating Accounts exceeding \$1,000,000 in the aggregate shall be swept and applied as follows: *first*, applied to pay down the Exit Revolver until paid in full,

and *second*, deposited into a cash collateral account maintained with Agent (the "*Cash Collateral Account*"). Borrower shall grant Agent a lien on, security interest in and full dominion over the Cash Collateral Account.

Upon Borrower's request for a borrowing under the Exit Revolver, to the extent there is availability therefor, Agent shall deposit the requested amount into the Operating Account specified by Borrower. Such advances shall be made from the following sources, in the following order: *first*, from the Cash Collateral Account, and *second*, from the Exit Revolver.

Fees and Interest Rates:

As set forth on Annex A.

Maturity:

All obligations of Borrower and Guarantors owed to Agent and the Lenders under the Exit Credit Facilities shall be payable in full on the 3rd anniversary of the effective date of the Exit Credit Facilities (the "*Maturity Date*").

Collateral:

All obligations of Borrower and Guarantors owed to Agent and the Lenders under the Exit Credit Facilities shall be secured by a perfected, first priority lien on and security interest in (the "*Exit Credit Facility Liens*") all or substantially all of the existing and future assets of Borrower and Guarantors (collectively, the "*Exit Credit Facility Collateral*").

The Exit Credit Facility Liens shall be shared *pro rata* by the Lenders under the Exit Revolver and the Lenders under the Exit Term Loan.

Financial Reporting Covenants:

Financial reporting similar to reporting under the Prepetition Credit Agreement.

Financial Covenants:

Financial covenants shall include:

- (a) Minimum monthly liquidity test (calculated as minimum balance sheet cash plus availability under the Exit Revolver, without regard to such availability under the Exit Revolver in excess of \$30,000,000 in the aggregate) (*\$ in millions*):

2010 Jan:	\$30.0
2010 Feb:	\$30.0
2010 Mar:	\$30.0
2010 Apr:	\$20.0

2010 May:	\$10.0
2010 Jun:	\$5.0
2010 Jul:	\$5.0
2010 Aug:	\$5.0
2010 Sep:	\$10.0
2010 Oct:	\$10.0
2010 Nov:	\$15.0
2010 Dec:	\$25.0

2011 Jan:	\$25.0
2011 Feb:	\$25.0
2011 Mar:	\$25.0
2011 Apr:	\$20.0
2011 May:	\$10.0
2011 Jun:	\$10.0
2011 Jul:	\$10.0
2011 Aug:	\$10.0
2011 Sep:	\$10.0
2011 Oct:	\$15.0
2011 Nov:	\$15.0
2011 Dec:	\$25.0

2012 Jan:	\$25.0
2012 Feb:	\$25.0
2012 Mar:	\$25.0
2012 Apr:	\$20.0
2012 May:	\$10.0
2012 Jun:	\$10.0
2012 Jul:	\$10.0
2012 Aug:	\$10.0
2012 Sep:	\$10.0
2012 Oct:	\$15.0
2012 Nov:	\$15.0
2012 Dec:	\$25.0

(b) Minimum quarterly EBITDA (\$ in millions):

2010 Q2:	\$(15.0)
2010 Q3:	\$(10.0)
2010 Q4:	\$(5.0)

2011 Q1:	\$2.5
2011 Q2:	\$10.0
2011 Q3:	\$20.0
2011 Q4:	\$30.0

2012 Q1:	\$30.0
2012 Q2:	\$40.0
2012 Q3:	\$60.0

2012 Q4: \$75.0

EBITDA measured as of June 30, 2010 shall be calculated for the two consecutive fiscal quarter period then ended. EBITDA measured as of September 30, 2010 shall be calculated for the three consecutive fiscal quarter period then ended. Thereafter, EBITDA shall be calculated for the four consecutive fiscal quarter period then ended.

***Representations & Warranties,
Affirmative and Negative
Covenants:***

Customary representations and warranties, affirmative covenants and negative covenants.

Events of Default:

Customary events of default. Cross default to the Term Loan Credit Agreement for reinstated pre-petition debt (the "*Reinstated Term Debt*") entered into in connection with the Plan.

Conditions Precedent to Closing:

Customary for the loans of this type and similar to those under the Prepetition Credit Agreement and those additional conditions deemed appropriate by the Lenders for this transaction, including, without limitation, those conditions set forth on Annex B and execution of an intercreditor agreement with creditors holding Reinstated Term Debt.

Closing Date:

The Effective Date of the Plan.

Voting Rights Among Lenders:

"Majority Lender" decisions shall require the affirmative vote of (a) one or more Lenders under the Exit Term Loan collectively holding at least 50.1% of the outstanding principal amount of the Exit Term Loan, and (b) one or more Lenders under the Exit Revolver collectively holding at least 50.1% of the aggregate Exit Revolver commitment.

Prepayment Premium:

In the event of a refinancing or other voluntary prepayment or commitment reduction (in either case in whole or in part) of the Exit Credit Facilities prior to the Maturity Date, a premium in the applicable amount indicated below shall at such time be due and payable to the Lenders under the Exit Credit Facilities:

Within the 1st year following the Closing Date: 3.0% of the amount of such voluntary prepayment or commitment reduction;

Within the 2nd year following the Closing Date: 2.0% of the amount of such voluntary prepayment or commitment reduction; and

Within the 3rd year following the Closing Date: 1.0% of the amount of such voluntary prepayment or commitment reduction.

For purposes of calculating the foregoing premium, the outstanding principal amount of the Exit Term Loan shall be determined without regard to paid-in-kind interest that has been added to the principal balance of the Exit Term Loan; provided, however, that all prepayments of the Exit Term Loan shall be applied first to the original principal balance of the Exit Term Loan and last to any paid-in-kind interest that has been added to the principal balance of the Exit Term Loan.

Annex A

Interest Rates and Fees

Interest Rate	LIBOR Rate + Applicable Margin. At Borrower's option (exercisable for any Interest Payment Date for interest then due and payable), interest may be paid as follows: (i) LIBOR Rate + at least half of the Applicable Margin, paid in cash currently, <u>plus</u> (ii) up to half of the Applicable Margin + 2.0%, paid in kind until maturity. Any interest that is paid in kind shall be treated as a principal borrowing and, accordingly, shall accrue interest in the same manner as a principal borrowing, payable monthly in arrears in the manner provided in the immediately preceding sentence.
LIBOR Rate	For any day, a fluctuating rate equal to the higher of: (i) the Daily One Month LIBOR in effect on such day and (iv) 3.0%.
Daily One Month LIBOR ..	For any day, the rate of interest equal to LIBOR then in effect for delivery for a one (1) month period.
Applicable Margin	12.0%.
Interest Payment Dates	Interest on Credit Extensions outstanding under the Exit Credit Facilities shall be paid monthly in arrears.
Default Rate	4.0% above rate then otherwise in effect.
Rate and Fee Basis	All <i>per annum</i> rates shall be calculated on the basis of a year of 360 days and the actual number of days elapsed.
Backstop Premium	5.0% of the sum of the committed Exit Revolver plus the committed Exit Term Loan, measured as of the date of the Borrower's execution of a commitment letter for the Exit Credit Facilities, due and payable on the second business day following later to occur of (i) the date upon which the bankruptcy court unconditionally approves Borrower's immediate payment of the Backstop Premium and (ii) the date upon which Borrower receives written acknowledgement from Agent and the Lenders that the Plan Approval Condition has been satisfied.
Closing Discount/Fee	2.5% of the sum of the Closing Date Revolver Amount plus the original principal amount of the

Exit Term Loan, due and payable to the Lenders under the Exit Credit Facilities on the Closing Date.

Letter of Credit Fees 0.5% *per annum* fronting fee payable to the issuer. 6.0% *per annum* fee on outstanding, undrawn letters of credit, payable to the Lenders under the Exit Revolver. At Borrower's option (exercisable for any date for which any such letter of credit fee is then due and payable), such fee may be paid as follows: (i) at least 3.0%, paid in cash currently, plus (ii) up to 3.0% + 2.0%, paid-in-kind until maturity. Any such fee that is paid in kind shall be deemed to be added to the face amount of the applicable letter of credit solely for the purpose of calculating subsequent fees on such letter of credit.

Unused Commitment Fee..... A fee in an amount equal to 0.50% *per annum* of the unused portion of the Exit Revolver (whether or not then available) shall be due and payable monthly in arrears to the Lenders under the Exit Revolver.

Administrative Agency Fee..... A flat fee of \$100,000 *per annum* payable to the Agent in advance on the Closing Date and on each anniversary thereof until the earlier of (i) the final maturity of the Exit Credit Facilities and payment of all amounts due thereunder and (ii) early termination of the Exit Credit Facilities and payment of all amounts due thereunder.

Audit, Appraisal, and

Examination Fees:..... To be determined.

Annex B

Conditions Precedent

The availability of the Exit Credit Facilities shall be subject to satisfaction of customary conditions precedent for such facilities, including, without limitation, the following conditions precedent (the conditions described in clauses (a)(i) and (a)(iii) below are referred to herein collectively as the "*Plan Approval Condition*"):

(a) (i) the Lenders shall be satisfied, in their sole and absolute discretion, with the terms and conditions of the Plan (including, without limitation, terms and conditions pertaining to the resolution of all IRS claims and the treatment of the claims of unsecured creditors) (the "*Approved Plan*");

(ii) if the Plan Approval Condition has been satisfied prior to the Closing Date, there shall have been no material amendments or supplements to the Approved Plan that are materially adverse to Agent and the Lenders in their reasonable discretion;

(iii) the form of order confirming the Approved Plan (with, if the Plan Approval Condition has been satisfied prior to the Closing Date, such amendments and supplements thereto as are not materially adverse to Agent and the Lenders in their reasonable discretion) shall be reasonably acceptable to the Lenders; and

(iv) such order (with, if the Plan Approval Condition has been satisfied prior to the Closing Date, such amendments and supplements thereto as are not materially adverse to Agent and the Lenders in their reasonable discretion) shall be entered by the bankruptcy court so that the order shall be final and not subject to any appeal by no later than December 31, 2009 (provided, however, that in the event that the Lenders decide for any reason that the Plan is not acceptable and/or the Borrower decides to pursue a sale and sells (pursuant to a final order that is not subject to any appeal) by no later than December 31, 2009 substantially all of its assets to a new company owned by the lenders under the Prepetition Credit Facility ("Newco") pursuant to Section 363 of the Bankruptcy Code, then provided that the terms, conditions and results of that 363 sale (including, without limitation, the terms and conditions of the asset purchase agreement and related order approving sale) to Newco are acceptable to the Lenders in their sole and absolute discretion, and subject to the satisfaction of all other conditions applicable to the Exit Credit Facilities, then in such event the Exit Credit Facilities shall instead be closed and funded with Newco);

(b) Delivery of loan documents setting forth the terms described herein and otherwise customary for transactions of this type and in form and substance reasonably satisfactory to the Lenders, duly executed by the Borrower and Guarantors (or applicable third parties as the case may be), and receipt of other documentation customary for transactions of this type and in form and substance reasonably satisfactory to the Lenders;

(c) Receipt of evidence of corporate authority and certificates of status with respect to each person comprising the Borrower and the Guarantors issued by the jurisdictions

of organization of each person comprising the Borrower and the Guarantors, all in form and substance reasonably satisfactory to Agent;

(d) Borrower shall have paid to Agent all reasonable out-of-pocket fees and expenses then owing to Agent, including, without limitation, loan origination costs, audit fees, attorneys fees, search fees, title fees, documentation and filing fees;

(e) Completion of (i) Patriot Act searches, OFAC/PEP searches and customary individual background checks for each person comprising the Borrowers and the Guarantors, and (ii) of OFAC/PEP searches and customer individual background searches for Borrowers' senior management and key principals, the results of which are satisfactory to Agent; and

(f) Completion of review of existing insurance policies and coverage satisfactory to the Agent.

EXHIBIT B

LENDER COMMITMENT LETTERS

[Attached Separately]

COMMITMENT LETTER

[On Participant's Letterhead]

October 5, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$545,868⁵⁷.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours, **Duane Street CLO I, Ltd.**
By: DiMato Ahmad Capital LLC,
As Collateral Manager

[Name of Participant]

By: 
Name: **Paul Travers**
Title: **Authorized Signatory**

COMMITMENT LETTER

[On Participant's Letterhead]

October 5, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$~~44,738~~⁸².

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours, **Duane Street CLO II, Ltd.**
By: Dima Ahmad Capital LLC,
As Collateral Manager

[Name of Participant]

By: 

Name: **Paul Travers**
Title: **Authorized Signatory**

COMMITMENT LETTER

[On Participant's Letterhead]

October 5, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$1,000,000,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours, **Duane Street CLO III, Ltd.**
By: DiMalo Ahmad Capital LLC,
As Collateral Manager

[Name of Participant]

By: 

Name: **Paul Travers**
Title: **Authorized Signatory**

COMMITMENT LETTER

[On Participant's Letterhead]

October 5, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 91,300,34.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours, Duane Street CLO IV, Ltd.
By: DiMalo Ahmad Capital LLC,
As Collateral Manager

[Name of Participant]

By: 

Name: Paul Travers
Title: Authorized Signatory

WCAS | FRASER SULLIVAN
INVESTMENT MANAGEMENT, LLC

COMMITMENT LETTER

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$2,500,000.00.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

WCAS Fraser Sullivan Investment Management, LLC

By: 

Name: John W. Fraser

Title: Managing Partner



COMMITMENT LETTER

Van Kampen Asset Management Inc.
1 Parkview Plaza, P.O. Box 5555
Oakbrook Terrace, IL 60181-5555

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 1,200,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

VAN KAMPEN
Dynamic Credit Opportunities Fund
By: Van Kampen Asset Management

By: 

Name:

Title:

GERARD FOGARTY
Vice President



COMMITMENT LETTER

Van Kampen Asset Management Inc.
1 Parkview Plaza, P.O. Box 5555
Oakbrook Terrace, IL 60181-5555

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 1,800,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

VAN KAMPEN
SENIOR INCOME TRUST
By: Van Kampen Asset Management

By: 

Name:

Title:

GERARD FOGARTY
Vice President



COMMITMENT LETTER

Van Kampen Asset Management Inc.
1 Parkview Plaza, P.O. Box 5555
Oakbrook Terrace, IL 60181-5555

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 1,800,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

VAN KAMPEN
SENIOR LOAN FUND
By: Van Kampen Asset Management

By: 

Name:

Title:

GERARD FOGARTY
Vice President

COMMITMENT LETTER

Morgan Stanley

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 600,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

In addition to the foregoing, this commitment is subject to receipt prior to closing of a minimum facility rating of B2/B by Moody's/Standard & Poor's.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.


Very truly yours,

QUALCOMM Global Trading, Inc.
By: Morgan Stanley Investment Management
Inc. as Investment Manager

By:

Name:

Title:


JOHN HAYES
EXECUTIVE DIRECTOR

COMMITMENT LETTER

Morgan Stanley

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$ 600,000.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

Morgan Stanley Prime Income Trust

By: 
Name: **JOHN HAYES**
Title: **EXECUTIVE DIRECTOR**



COMMITMENT LETTER

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$10,000,000.00.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

THIRD AVENUE SPECIAL SITUATIONS (MASTER)
FUND, L.P.

By: Third Avenue Opportunity Management LLC, its
General Partner

By: Third Avenue Management LLC, its Managing
Member

By: 

Vincent J. Dugan
Chief Financial Officer

COMMITMENT LETTER

October 6, 2009

Republic Loan Funding, LTD.
By: Highland Capital Management, L.P.
As Collateral Manager
By: Strand Advisors, Inc., its General Partner

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$7,000,000.00

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

Republic Loan Funding, LTD.
By: Highland Capital Management, L.P.
As Collateral Manager
By: Strand Advisors, Inc., its General Partner

[Name of Participant]

By: 

Name:

Title:

JASON POST
OPERATIONS DIRECTOR

COMMITMENT LETTER

October 6, 2009

Highland Credit Opportunities CDO Ltd
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Term Loan (as defined in the Commitment Letter) in the amount of \$7,000,000.00.

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated September 30, 2009.

Very truly yours,

Highland Credit Opportunities CDO Ltd
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

[Name of Participant]

By: 

Name:

JASON POST

Title:

OPERATIONS DIRECTOR

BAYSIDE CAPITAL
OPPORTUNITY FUND

October 6, 2009

Wells Fargo Bank, N.A.
Loan Adjustment Group
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Attention: Seth D. Moldoff, Senior Vice President

Re: Building Materials Holding Corporation ("Borrower")
\$103,500,000 Credit Facilities ("Exit Credit Facilities")

Ladies and Gentlemen:

We have reviewed the commitment letter from Wells Fargo Bank, N.A. ("Wells Fargo"), to the Borrower dated as of October 5, 2009 and the term sheet attached thereto (collectively, the "Commitment Letter") for the Exit Credit Facilities, which Commitment Letter amends, restates and supersedes in its entirety the commitment letter from Wells Fargo to the Borrower dated September 30, 2009. Subject to the conditions stated herein, we are pleased to confirm our commitment to participate in the Exit Revolver (as defined in the Commitment Letter) in the amount of up to \$20,000,000 and in the Exit Term Loan (as defined in the Commitment Letter) in the amount of up to \$18,000,000. Our commitment assumes that the sizing of the Exit Term Loan remains \$53.5 million and that the sizing of the Exit Revolver remains \$50 million. Our commitment also assumes that we will receive our pro rata portions of all fees, interest and other monies paid to the other participants in the Exit Credit Facilities, including the Backstop Premium (as defined in the Fee Letter delivered to the Borrower in conjunction with the Commitment Letter).

We understand that the availability of the Exit Credit Facilities shall be subject to satisfaction of those conditions precedent set forth in the Commitment Letter, including in Annex B attached to the term sheet. For the avoidance of doubt, we enter into this commitment letter based on the assumption that the satisfaction of certain of the conditions precedent in Annex B attached to the term sheet are at our sole and absolute discretion and not subject to any other standard. We further understand that the Exit Credit Facilities shall not be used to fund a restructuring plan or acquisition proposed by a potential acquirer of the Borrower's equity or assets other than the prepetition secured lenders.

Our commitment will automatically expire, and be of no further force or effect, if (i) Borrower does not execute a commitment letter with you for the Exit Credit Facilities on or before October 6, 2009, unless extended by us in writing, (ii) thereafter, Borrower does not pay the Backstop Premium (as defined in the Commitment Letter) on or before October 30, 2009 pursuant to an order issued by the bankruptcy court unconditionally approving the Backstop Premium, or (iii) thereafter, the Exit Credit Facilities are not closed on or before the earlier to occur of December 31, 2009 and the first business day following the effective date of the Plan of Reorganization (or 363 sale as described in Annex B attached to the term sheet).

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

BAYSIDE CAPITAL

1001 BRICKELL BAY DRIVE • 26th FLOOR • MIAMI, FL 33131 • TEL: (305) 379-8686
MIAMI • ATLANTA • BOSTON • HAMBURG • LONDON • PARIS • SAN FRANCISCO

Our commitment is subject only to the conditions stated herein and our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason. .

This commitment letter amends, restates and supersedes in its entirety our commitment letter to you dated October 2, 2009.

Very truly yours,

Bayside Capital, Inc.

By: 

Name: Andrew Brown

Title: Investment Professional