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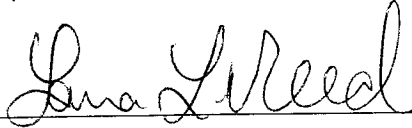
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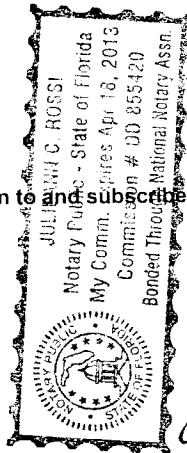
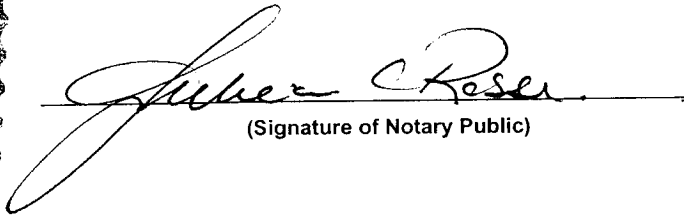
STATE OF FLORIDA

COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared Lana L. Reed who on oath says that he/she is a duly authorized representative of the Classified Department of the Sun-Sentinel, daily newspaper published in Broward/Palm Beach/Miami-Dade County, Florida, that the attached copy of advertisement, being, a NOTICE in the matter of BMC - HOLDERS OF CLAIMS appeared in the paper on October 30, 2009 AD ID 13809830 Affiant further says that the said Sun-Sentinel is a newspaper published in said Broward/Palm Beach/ Miami-Dade County, Florida, and that the said newspaper has heretofore been continuously published in said Broward/Palm Beach/Miami-Dade County, Florida, each day, and has entered as second class matter at the post office in Fort Lauderdale, in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant says that he/she has neither paid, nor promised, any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.



Lana L. Reed, Affiant

Sworn to and subscribed before me on 30 October, 2009, A.D.


(Signature of Notary Public)

(Name of Notary typed, printed or stamped)

Personally Known X or Produced Identification _____

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE: Chapter 11
BUILDING MATERIALS HOLDING
CORPORATION, et al., Case No.
09-12074 (KJC)
Debtors. Jointly Administrated

Voting Deadline and Confirmation Objection
Deadline: November 25, 2009 at 4:00 p.m. (ET)

Confirmation Hearing: December 10, 2009 at 11:00 a.m. (ET)
NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) DEADLINE FOR VOTING ON PLAN, (III) HEARING TO CONSIDER
CONFIRMATION OF PLAN, AND (IV) DEADLINE FOR FILING
OBJECTIONS TO CONFIRMATION OF PLAN

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

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. YOUR VOTE IS BEING SOLICITED IN CONNECTION WITH THE JOINT PLAN OF REORGANIZATION FOR THE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE AMENDED OCTOBER 22, 2009 (INCLUDING ALL EXHIBITS THERETO AND AS AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN"). YOU SHOULD CAREFULLY REVIEW THE INFORMATION AND MATERIAL SET FORTH IN THE DISCLOSURE STATEMENT (AS DEFINED BELOW) (AND IN THE EXHIBITS ATTACHED THERETO) TO MAKE AN INDEPENDENT DETERMINATION AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. The Disclosure Statement and the Plan are on file with the clerk of the Bankruptcy Court, and copies of the same may be obtained by parties in interest from the Debtors' balloting agent in connection with the Plan, The Garden City Group, Inc., by mail Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293, by telephone at 1-866-364-4266, or on the internet at <http://www.bmcwest.com/disclosure.asp>. Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801, or viewed on the Internet at the Bankruptcy Court's website (<http://www.dcb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

APPROVAL OF DISCLOSURE STATEMENT

2. By order dated October 22, 2009 (the "Disclosure Statement Approval Order"), the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") approved the Disclosure Statement with respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended October 22, 2009 (including all exhibits thereto and as amended, modified or supplemented from time to time, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

DEADLINE FOR VOTING ON THE PLAN

3. By the Disclosure Statement Approval Order, the Bankruptcy Court established November 25, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline") as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, your original ballot must actually be received on or before the Voting Deadline by GOC at the following address: (i) by first class mail, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, P.O. Box 9393, Dublin, OH 43017-4293; or (ii) by overnight mail or hand delivery, The Garden City Group, Inc., Attn: Building Materials Holding Corporation, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. Ballots cast by facsimile, email or other electronic transmission will not be counted.

CONFIRMATION HEARING

4. On December 10, 2009 at 11:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey in the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the Plan, as the same may be amended, modified or supplemented from time to time, and for such other and further relief as may be just and proper. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

EXCULPATION, INJUNCTIONS AND RELEASES

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

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

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

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

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

9.2.3. Releases by Holders of Claims and Interests. Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date of the Plan, each Holder of a Claim or an Interest, shall be deemed to have released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, in

equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-effective Date obligations (except Cure Claims that have not been timely filed) of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any obligation under any assumed contract or lease or any Prepetition Order. On and after the Effective Date, none of the Excupated Parties shall have or incur any liability for, and each Excupated Party is hereby released from, any claim, cause of action, or liability to any other Excupated Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the administration of the Plan and/or the property to be distributed under the Plan, except for claims, causes of action or liabilities arising from the gross negligence, willful misconduct, fraud or breach of the fiduciary duty of any Excupated Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Excupated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Debtors, the Estates, the Committee, the DIP Lenders, the Prepetition Lenders, and their respective officers, directors, employees, members, attorneys, crisis managers, financial advisors, and professionals, shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. No provision of the Plan, the Disclosure Statement, or the Confirmation Order shall be deemed to act upon or release any claims, Causes of Action or liabilities that the Debtors, the Estates, or any party in interest may have against or to any Person for any act, omission, or failure to act that occurred prior to the Petition Date other than in connection with the preparation and filing of the Chapter 11 Cases, nor shall any provision of the Plan or the Confirmation Order be deemed to act to release any Avoidance Actions.

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

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN

6. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed on or before November 25, 2009 at 4:00 p.m. (prevailing Eastern Time) (the "Confirmation Objection Deadline") with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of the claim or claims of the objecting party in the Chapter 11 Cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served, in a manner as will cause such objection to be actually received, on or before the Confirmation Hearing, by the following parties: (i) Building Materials Holding Corporation, 720 Park Boulevard, Suite 200, Boise, ID 83712 (Attn: Paul S. Street); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.) and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppi, Jr., Esq.); counsel for the Debtors; (iii) Arent Fox, LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036-5339 (Attn: Christopher J. Gialmo, Esq. and Katie A. Lane, Esq.) and Benesch, Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Suite 801, Wilmington, DE 19801 (Attn: Bradford J. Sander, Esq.), counsel for the official committee of unsecured creditors appointed in these Chapter 11 cases; (iv) Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin B. Fisher, Esq. and Seth Mennillo, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq.), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP facility (as defined in the Plan); and (v) the United States Trustee for the District of Delaware, 844 King Street, Suite 2313, Lockbox #35, Wilmington, DE 19801 (Attn: Joseph McMahon, Esq.). Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

Dated: Wilmington, Delaware, October 23, 2009
YOUNG CONAWAY STARGATT & TAYLOR, LLP, Sean M. Beach (No. 4070), Donald J. Bowman, Jr. (No. 3883), Robert F. Poppi, Jr. (No. 5052), The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, Delaware 19801, Telephone: (302) 571-6731, Facsimile: (302) 571-1253
GIBSON, DUNN & CRUTCHER LLP, Michael A. Rosenthal (admitted pro hac vice), Matthew K. Kelsey (admitted pro hac vice), 200 Park Avenue, 47th Floor, New York, NY 10166-0193, Telephone: (212) 351-4000, Facsimile: (212) 351-4038

Attorneys for Debtors and Debtors in Possession

The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), THF Construction, Inc. (3324), H.R.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

All capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Plan.