

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

In re:

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

Debtors.

Chapter 11

Case No. 09-12074 (KJC)

Jointly Administered

Ref. Docket Nos. 105 and 244

Objection Deadline: December 1, 2009 at 4:00 p.m. (ET)

**THIRTEENTH NOTICE OF FILING OF
DECLARATIONS OF DISINTERESTEDNESS OF
CERTAIN ORDINARY COURSE PROFESSIONALS**

PLEASE TAKE NOTICE that on June 26, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed their Motion for an Order Authorizing the Employment and Payment of Professionals Used in the Ordinary Course of Business [Docket No. 105] (as supplemented by Docket Nos. 371, 559 and 608, the “OCP Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that on July 16, 2009, the Court entered the Order Authorizing the Debtors’ Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business [Docket No. 244] (the “OCP Order”).² The OCP Order provides that each Ordinary Course Professional shall file with the Court a Declaration of Disinterestedness prior to the receipt of payment for postpetition services rendered to the Debtors.

PLEASE TAKE FURTHER NOTICE that pursuant to the OCP Order, the Debtors hereby file the Declaration of Disinterestedness (the “Declaration”) for the Ordinary Course Professional listed on Exhibit 1 hereto. The Declaration for such Ordinary Course Professional can be found on Exhibit 2 hereto.

PLEASE TAKE FURTHER NOTICE that this Notice has been served on: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the Official Committee of Unsecured Creditors appointed in these chapter 11 cases; and (iii) counsel to Wells Fargo Bank, as agent under the Prepetition Credit Facility and the DIP Facility (as defined in the chapter 11 plan filed by the Debtors in these cases) (together with the Debtors, the “Notice Parties”).

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

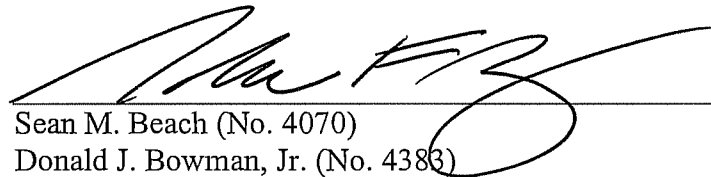
² All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the OCP Motion.

PLEASE TAKE FURTHER NOTICE that pursuant to the OCP Order, the Notice Parties shall have until **December 1, 2009 at 4:00 p.m. (ET)** (the "**Objection Deadline**") to object (an "**Objection**") to the retention of the Ordinary Course Professional listed on the attached **Exhibit 1**. Any Objection shall be in writing and filed with the Court and served upon the Notice Parties and the Ordinary Course Professional on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT IF A TIMELY OBJECTION IS NOT RECEIVED WITH RESPECT TO THE RETENTION OF THE ORDINARY PROFESSIONAL, THE RETENTION OF SUCH PROFESSIONAL SHALL BE DEEMED APPROVED BY THE COURT WITHOUT A HEARING OR FURTHER ORDER, AND THE DEBTORS SHALL BE AUTHORIZED TO RETAIN AND PAY SUCH PROFESSIONAL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OCP ORDER.

Dated: Wilmington, Delaware
November 11, 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP



Sean M. Beach (No. 4070)
Donald J. Bowman, Jr. (No. 4383)
Robert F. Poppiti, Jr. (No. 5052)
The Brandywine Building
1000 West Street, 17th Floor
P.O. Box 391
Wilmington, Delaware 19899-0391
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

----and----

GIBSON, DUNN & CRUTCHER LLP
Michael A. Rosenthal (admitted *pro hac vice*)
Matthew K. Kelsey (admitted *pro hac vice*)
Saeed M. Muzumdar (admitted *pro hac vice*)
200 Park Avenue, 47th Floor
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

Aaron G. York (admitted *pro hac vice*)
Jeremy L. Graves (admitted *pro hac vice*)
2100 McKinney Avenue, Suite 1100
Dallas, Texas 75201-6911
Telephone: (214) 698-3100
Facsimile: (214) 571-2900

ATTORNEYS FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION

EXHIBIT 1

Ordinary Course Professional

Ordinary Course Professional

Arnold & Arnold Attorneys at Law, LLP

EXHIBIT 2

Declaration of Disinterestedness

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

I, Jean C. Arnold, declare under penalty of perjury:

1. I am a partner of Arnold & Arnold Attorneys at Law, LLP, located at 7691 Shaffer Parkway, Suite A, Littleton, CO 80127 (the "*Firm*").
2. Building Materials Holding Corporation and its affiliates, as debtors and debtors in possession (collectively, the "*Debtors*") have requested that the Firm provide legal services - Claim Prosecution and Collection Attorney - to the Debtors, and the Firm has consented to provide such services.
3. If the Firm is a law firm, I state that the Firm did represent the Debtors prior to their bankruptcy filings.
4. The Firm may have performed services in the past, may currently perform services and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these chapter 11 cases. The Firm does not perform services for any such person in connection with these chapter 11 cases, or have any relationship with any such person, their attorneys or accountants that would be adverse to the Debtors or their

1. The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

estates. Furthermore, if the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, the Firm is a "disinterested person" under 11 U.S.C. § 101(14), such that the Firm:

- (a) is not a creditor, an equity security holder, or an insider of any of the Debtors;
- (b) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of any of the Debtors; and
- (c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

5. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtors, claimants, and parties-in-interest in the Debtors' chapter 11 cases.

6. Neither I nor any principal, partner, director, officer, etc. of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Firm.

7. In the ordinary course of its business, the Firm maintains a database for purposes of performing "conflicts checks." Pursuant to Federal Rule of Bankruptcy Procedure 2014(a), I obtained a list of the entities identified in Rule 2014(a) from counsel to the Debtors for purposes of searching the aforementioned database and determining the connection(s) which the Firm has with such entities. The Firm's search of the data base identified the following connections: BMC West - Evergreen; BMC West Colorado Springs; BMC West Corp. Credit; BMC West Corporation; BMC West Denver Door & Millwork; and Building Materials Holding Corporation.

8. The Firm is representing some of the debtor entities identified in paragraph 7 under joint representation agreements with other Firm clients as co-creditors involving mechanic's lien actions.

9. Neither I nor any partner of or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this Firm is to be employed,

10. The Debtors owe the Firm \$14,345.88 for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C §§ 101-1532. If the Firm is either (i) not a law firm or (ii) a law Firm that did not represent the Debtors prior to their bankruptcy filings, my signature below acknowledges that the Firm understands that any and all pre-petition claims that it has against the Debtors will be deemed waived if the Firm's employment is authorized,

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

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

13. INTENTIONALLY DELETED,

14. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

15. *Nunc pro tunc* relief is requested for the following reasons:

- Undersigned counsel forwarded its original Verified Statement to general counsel for BMHC on August 10, 2009, well in advance of the August 15 filing deadline.

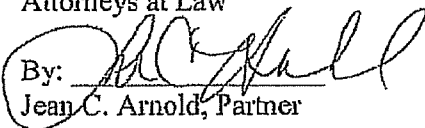
- A copy of the email and referenced attachment is attached as Exhibit B.
- Undersigned counsel later learned, upon inquiry as to the payment of its fees that the Verified Statement had not been filed and general counsel thought the email was sent to inform them as to the document that was to be filed.
- Upon discovering the misunderstanding, undersigned counsel contacted Bankruptcy counsel and was advised to re-submit the Verified Statement with an explanation as to the reason for the late filing.
- Undersigned counsel has continued to diligently perform legal services for the Debtor in Colorado and asks that the Court award *nunc pro tunc* relief so that undersigned counsel may recover the fees for work performed after June 16, 2009.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing

is true and correct,

Date: November 11, 2009

Arnold & Arnold, LLP
Attorneys at Law

By: 
Jean C. Arnold, Partner

Arnold & Arnold, LLP
Attorneys at Law

JAN 28 2000

Sean C. Arnold
Ferry Ehrlich

5500 South Sycamore, Suite 205
Littleton, Colorado 80120
(303) 347-1237 (V-TDD)
(303) 347-1601 (FAX)

Richard M. Arnold
Scott S. Havn

December 14, 1999

Dion Maroney
BMC West Denver Door & Millwork
5956 N. Broadway
Denver, CO 80216

Re: Representation by ARNOLD & ARNOLD, LLP, Attorneys at Law

Dear Dion:

The purpose of this letter is to set forth our fee and cost arrangements with respect to representing *BMC West Door & Millwork* in regard to *general matters* and any other matters which we may handle in the future.

Our fees are charged on an hourly basis at our current hourly rates in effect at the time services are performed. Our current hourly rates are set forth in the enclosed schedule, and these rates are subject to change. Fees are billed on the basis of actual time incurred, including travel. In addition to the hourly fees, all out-of-pocket expenses incurred for such items as docket fees, expert witness fees, private investigator fees, on-line computer research, deposition charges, photocopying expenses, postage, expenses relating to service of process, travel and per diem expenses and the like are billed at our actual costs, without markup. No single expense item in excess of \$250.00 will be incurred without your approval.

Our statements are rendered in narrative form, monthly and are payable in full on or before the tenth day of the month after the billing date. If billings are not paid when due, we reserve the right to suspend, discontinue or terminate this agreement and withdraw from any pending legal proceedings. Our failure to take such action on any one or more occasions shall not be deemed to be a waiver of our right to later exercise this option. Interest may be charged on past-due accounts at the rate of 18% per annum.

As you are aware, it is extremely important in any professional relationship such as this that we receive your utmost cooperation in the preparation of claims or in the defense of actions, and in the timely submittal of documents or information concerning our representation of you. Legal services may be provided on your case(s) by any member of the firm.

EXHIBIT A

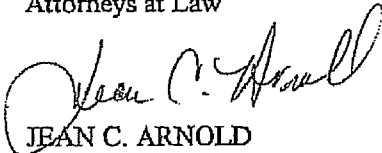
December 14, 1999
Page 2

We will endeavor to provide you copies of all correspondence, pleadings and other papers which we prepare or submit in connection with the matter. At the conclusion of our services, you may request the return of your files or copies of papers or materials which you do not have. Otherwise, we reserve the right, at our sole discretion, to preserve or to dispose of the files and other items in our possession as we see fit.

If the above arrangements are satisfactory, kindly have an officer of *BMC West Denver Door & Millwork* sign the enclosed copy of this letter in the space provided below and return it to our office in the enclosed self-addressed, stamped envelope.

Very truly yours,

ARNOLD & ARNOLD, LLP
Attorneys at Law




JEAN C. ARNOLD

JCA:aa
Enclosures

APPROVED AS TO FORM AND CONTENT:

BMC WEST DENVER DOOR & MILLWORK

By  _____

Title PAUL S. STREET
Sr. Vice President, General Counsel
and Secretary

EXHIBIT A

December 14, 1999
Page 3

ARNOLD & ARNOLD, LLP
Attorneys at Law

HOURLY RATES¹

Jean C. Arnold	\$175.00 per hour
Richard M. Arnold	\$150.00 per hour (Civil Cases)
Richard M. Arnold	\$130.00 per hour (Domestic Cases)
Terry Ehrlich	\$125.00 per hour
Scott S. Havn	\$100.00 per hour
Paralegals	\$ 65.00 to 75.00 per hour
Office Clerk	\$ 20.00 per hour

¹ Rates subject to change.

FEB 01 2000

Arnold & Arnold, LLP

Attorneys at Law

Sean C. Arnold
Terry Ehrlich

5500 South Sycamore, Suite 205
Littleton, Colorado 80120
(303) 347-1237 (V-TDD)
(303) 347-1601 (FAX)

Richard M. Arnold
Scott S. Havn

January 21, 2000

Sandy Charpentier, Credit Manager
BMC West Corp.
975 W. Mississippi Ave.
Denver, Colorado 80223

Re: Representation by ARNOLD & ARNOLD, LLP, Attorneys at Law

Dear Sandy:

The purpose of this letter is to set forth our fee and cost arrangements with respect to representing *BMC West Corporation* in regard to *Fairfield Homes* and any other matters which we may handle in the future.

Our fees are charged on an hourly basis at our current hourly rates in effect at the time services are performed. Our current hourly rates are set forth in the enclosed schedule, and these rates are subject to change. Fees are billed on the basis of actual time incurred, including travel. In addition to the hourly fees, all out-of-pocket expenses incurred for such items as docket fees, expert witness fees, private investigator fees, on-line computer research, deposition charges, photocopying expenses, postage, expenses relating to service of process, travel and per diem expenses and the like are billed at our actual costs, without markup. No single expense item in excess of \$250.00 will be incurred without your approval.

Our statements are rendered in narrative form, monthly and are payable in full on or before the tenth day of the month after the billing date. If billings are not paid when due, we reserve the right to suspend, discontinue or terminate this agreement and withdraw from any pending legal proceedings. Our failure to take such action on any one or more occasions shall not be deemed to be a waiver of our right to later exercise this option. Interest may be charged on past-due accounts at the rate of 18% per annum.

As you are aware, it is extremely important in any professional relationship such as this that we receive your utmost cooperation in the preparation of claims or in the defense of actions, and in the timely submittal of documents or information concerning our representation of you. Legal services may be provided on your case(s) by any member of the firm.

COPY TO CLIENT

2-2-00

EXHIBIT

A

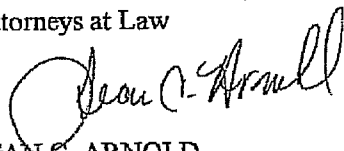
January 21, 2000
Page 2

We will endeavor to provide you copies of all correspondence, pleadings and other papers which we prepare or submit in connection with the matter. At the conclusion of our services, you may request the return of your files or copies of papers or materials which you do not have. Otherwise, we reserve the right, at our sole discretion, to preserve or to dispose of the files and other items in our possession as we see fit.

If the above arrangements are satisfactory, kindly have an officer of *BMC West Corporation* sign the enclosed copy of this letter in the space provided below and return it to our office in the enclosed self-addressed, stamped envelope.

Very truly yours,

ARNOLD & ARNOLD, LLP
Attorneys at Law




JEAN C. ARNOLD

JCA:aa
Enclosures

APPROVED AS TO FORM AND CONTENT:

BMC WEST CORPORATION

By



Title

Credit Mgr

EXHIBIT

A

Arnold & Arnold, LLP

Attorneys at Law

www.arnoldarnold.com

7596 W. Jewell Avenue, Suite 305
Lakewood, Colorado 80232
(720) 962-6010 (V-TDD)
(720) 962-6011 (FAX)
e-mail: jeanarnold@arnoldarnold.com

Jean C. Arnold
Richard M. Arnold
Terry Ehrlich
Scott S. Havn*
Joel Edgar Anderson**
*also licensed in Wisconsin and Wyoming
**also licensed in New Mexico

May 7, 2008

Building Materials Holding Corp.
Attn: Paul S. Strest, General Counsel
Sarah Johnson, Associate General Counsel
720 Park Blvd., Suite 200
Boise, ID 83707-9106

Re: Representation by ARNOLD & ARNOLD, LLP, Attorneys at Law

Dear Paul and Sarah:

We are very pleased that you have asked this firm to represent Building Materials Holding Corporation in the Wells Fargo deed of trust review legal matter. The work has been completed. The purpose of this letter is to set forth our fee and cost arrangements with respect to representing you in this matter or any matter we may handle in the future. We agree to faithfully and diligently perform all legal services you need to represent you effectively, always in harmony with our obligations under the Colorado Rules of Professional Conduct.

If your matter involves litigation, you should be aware that litigation can be expensive, time consuming and unpredictable. There are private methods of resolving disputes that may be less so. In any case, it is important for you to understand and agree to the financial and other terms of this legal engagement. The following paragraphs set forth those terms, and by signing this document, you agree to them:

The Fee

Our fees are charged on an hourly basis at our current hourly rates in effect at the time services are performed. Our current hourly rates are set forth in the enclosed schedule. Fees are billed on the basis of actual time incurred, including travel.

We use a team approach. We consult with one another to draw upon each other's experience. In that instance, the time for both lawyers may appear on your invoice. As much as possible, we have work done at the lowest billing rate that still achieves the goal of providing you with high quality professional services.

Retainer

You have deposited with us the sum of \$1,000.00 as an advance against attorneys' fees and expenses to be incurred in the future. This is called a "retainer." Unless we have made other arrangements, we will deposit the retainer in the firm's account with the Colorado Lawyer Trust Account Foundation (COLTAF), which is a non-interest-bearing account.

As our invoices will reflect, we will draw down on the retainer to pay attorney fees as we earn them, and expenses as we pay or incur them. Whenever the retainer is exhausted, we will either ask that you replenish the retainer, or we will convert your matter to our standard billing arrangement, at our discretion.

If, at the end of the representation, there is a balance on your retainer, we will refund that money to you. Therefore, it is important to keep us apprised of your current address.

EXHIBIT A

Expenses

Almost all representations require products and services other than legal services. You are responsible for those expenses, including, but not limited to, all out-of-pocket expenses incurred for such items as docket fees, expert witness fees, deposition charges, e-filing charges, postage, photocopying expenses, expenses relating to service of process, travel and per diem expenses. These expenses are billed at our actual costs, without markup.

We are under no ethical obligation to pay any expenses that are incurred in or necessary to a representation. This is the client's obligation.

We will talk with you before we commit you to any significant expenses. In most cases, no single expense item in excess of \$250.00 will be incurred without your approval. We also like it when clients tell us how much they consider "significant" in this situation. Regardless, we will use our best judgment in checking with you before incurring significant expenses or paying lesser expenses without your specific approval.

Invoices and Interest on Unpaid Balances

Our invoices are rendered in narrative form, monthly and are payable in full on or before the tenth (10th) day of the month after the billing date. If billings are not paid when due, we reserve the right to suspend, discontinue or terminate this agreement and withdraw from any pending legal proceedings. We may also charge interest on accounts that are more than sixty (60) days overdue at 12% per annum. Our failure to take such action on any one or more occasions shall not be deemed to be a waiver of our right to later exercise this option.

Withdrawal and Termination

You have the right to terminate our representation of you at any time, subject only to the approval of the court in litigation matters. Also, the Colorado Rules of Professional Conduct may require or permit us to terminate our representation of you – again, subject to the approval of the court in litigation matters. As you are aware, it is extremely important in any professional relationship such as this that we receive your utmost cooperation in the preparation of claims or in the defense of actions, and in the timely submittal of documents or information concerning our representation of you. One of the reasons permitting us to terminate the representation, or ask the court's permission to do so, is when a client deliberately disregards his or her obligations under an engagement agreement regarding the payment of expenses or fees.

Arbitration

If you dispute the fees or costs that we have charged you under this Agreement, and we cannot amicably resolve that dispute, the dispute will be decided by the Denver Bar Association Legal Fee Arbitration Committee. Currently, there is no charge for this dispute resolution service.

If a dispute arises regarding any other aspect of this firm's representation of you, including legal malpractice, that kind of dispute will be decided by a single arbitrator at the Judicial Arbitrator Group in Denver, Colorado. These arbitrators are usually lawyers or retired judges. There are charges for using the Judicial Arbitrator Group, and they can be expensive. If there is arbitration with the Judicial Arbitrator Group, each side (no matter how many "parties") will be responsible for paying one-half of all fees and expenses charged by Judicial Arbitrator Group.

In any kind of arbitration proceeding, the parties are responsible for paying the attorneys' fees and costs that they incur in that proceeding.

You should understand that by agreeing to arbitration, you are relinquishing your right to bring an action in court and to a jury trial. Also, discovery in an arbitration proceeding is usually quite limited, and the grounds to appeal an arbitrator's decision are very limited.

EXHIBIT A

File Disposal

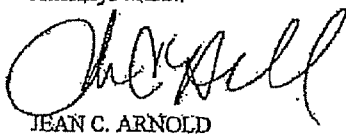
We will endeavor to provide you copies of all correspondence, pleadings and other papers that we prepare or submit in connection with the matter. At the conclusion of our services, you may request the return of your files or copies of papers or materials that you do not have. Otherwise, we reserve the right, at our sole discretion, to preserve or to dispose of the files and other items in our possession as we see fit.

If anything stated in this letter presents a problem or is unclear, please tell us right away so that we can discuss it and reach a full understanding.

To indicate your agreement to the terms set forth above, kindly sign the enclosed copy of this letter in the space provided below and return it to our office. You should retain a copy of this letter for your records.

Very truly yours,

ARNOLD & ARNOLD, LLP
Attorneys at Law

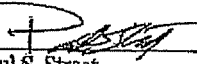


JEAN C. ARNOLD

Enclosures

APPROVED AS TO FORM AND CONTENT:

BUILDING MATERIAL HOLDING CORPORATION

By 
Paul S. Street

Title SVP and General Counsel

Date 5-28-08

BUILDING MATERIAL HOLDING CORPORATION

By 
Sarah Johnson

Title _____

Date _____

EXHIBIT A

ARNOLD & ARNOLD, LLP
Attorneys at Law

HOURLY RATES¹

Jean C. Arnold	\$230.00 per hour
Richard M. Arnold	\$210.00 per hour
Terry Ehrlich	\$210.00 per hour
Scott S. Hayn	\$190.00 per hour
Joel Edgar Anderson	\$175.00 per hour
Paralegals	\$ 95.00 per hour
Legal Assistant	\$ 75.00 per hour
Office Clerk	\$ 35.00 per hour

¹ Rates subject to change.

EXHIBIT A

Jean C. Arnold

From: Jean C Arnold [jeanarnold@arnoldarnold.com]
Sent: Monday, August 10, 2009 6:43 PM
To: 'thomas@bmhc.com'; 'sreimers@bmhc.com'
Cc: 'Terry Ehrlich'; 'Alice Ford'
Subject: BMHC Bankruptcy - Counsel's Verified Statements of Connections
Attachments: 2009.08.10 VERIFIED STATEMENTS OF CONNECITONS WITH EXHIBITS.PDF

Per your July 21, 2009 letter request – attached is the signed Statement with Exhibits to be filed with the Court 8-15.

Please note our address below. Your letter was addressed to our old address in Lakewood. We moved in July 2008. We would appreciate your updating your records. Thanks, Jean.

Jean C. Arnold, Esq.
Arnold & Arnold, LLP
7691 Shuffer Parkway, Suite A
Littleton, CO 80127
720.962.6010
720.962.6011 (Fax)
jeanarnold@arnoldarnold.com

This electronic message and attachments contain confidential information that may be protected by the attorney-client privilege. This message is intended for the named recipient only. If you are not the intended recipient, notify this office immediately at 720-962-6010. DISCLOSURE, DISTRIBUTION OR COPYING OF THIS MESSAGE OR ITS CONTENTS IS STRICTLY PROHIBITED.

EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT FOR
THE DISTRICT OF DELAWARE

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

VERIFIED STATEMENTS OF CONNECTIONS

I, Jean C. Arnold, declare under penalty of perjury:

1. I am a partner of Arnold & Arnold Attorneys at Law, LLP,
located at 7691 Shaffer Parkway, Suite A, Littleton, CO 80127 (the "*Firm*").
2. Building Materials Holding Corporation and its affiliates, as debtors and
debtors in possession (collectively, the "*Debtors*") have requested that the *Firm* provide legal
services – Claim Prosecution and Collection Attorney - to the Debtors, and the *Firm* has consented to
provide such services.
3. If the *Firm* is a law firm, I state that the *Firm* did represent the
Debtors prior to their bankruptcy filings.
4. The *Firm* may have performed services in the past, may currently perform
services and may perform services in the future, in matters unrelated to these chapter 11 cases,
for persons that are parties in interest in these chapter 11 cases. The *Firm* does not perform
services for any such person in connection with these chapter 11 cases, or have any relationship
with any such person, their attorneys or accountants that would be adverse to the Debtors or their

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

estates. Furthermore, if the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, the Firm is a "disinterested person" under 11 U.S.C. § 101(14), such that the Firm:

- (a) is not a creditor, an equity security holder, or an insider of any of the Debtors;
- (b) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of any of the Debtors; and
- (c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

5. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtors, claimants, and parties-in-interest in the Debtors' chapter 11 cases.

6. Neither I nor any principal, partner, director, officer, etc. of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Firm.

7. ~~In the ordinary course of its business, the Firm maintains a database~~ for purposes of performing "conflicts checks." Pursuant to Federal Rule of Bankruptcy Procedure 2014(a), I obtained a list of the entities identified in Rule 2014(a) from counsel to the Debtors for purposes of searching the aforementioned database and determining the connection(s) which the Firm has with such entities. The Firm's search of the data base identified the following connections: BMC West – Evergreen; BMC West Colorado Springs; BMC West Corp. Credit; BMC West Corporation; BMC West Denver Door & Millwork; and Building Materials Holding Corporation.

8. The Firm is representing some of the debtor entities identified in paragraph 7 under joint representation agreements with other Firm clients as co-creditors involving mechanic's lien actions.

9. Neither I nor **any partner** of or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this Firm is to be employed.

10. The Debtors owe the Firm \$14,345.88 for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, II U.S.C. § § 101-1532. If the Firm is either (i) not a law firm or (ii) a law firm that did not represent the Debtors prior to their bankruptcy filings, my signature below acknowledges that the Firm understands that any and all pre-petition claims that it has against the Debtors will be deemed waived if the Firm's employment is authorized.

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

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

13. ~~INTENTIONALLY DELETED.~~

14. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

EXHIBIT B

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing
is true and correct,

Date: 8-10, 2009

Arnold & Arnold, LLP
Attorneys at Law

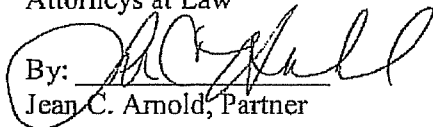
By: 
Jean C. Arnold, Partner

EXHIBIT B

Arnold & Arnold, LLP

Attorneys at Law

JAN 28 2000

Sean C. Arnold
Terry Ehrlich

5500 South Sycamore, Suite 205
Littleton, Colorado 80120
(303) 347-1237 (V-TDD)
(303) 347-1601 (FAX)

Richard M. Arnold
Scott S. Havn

December 14, 1999

Dion Maroney
BMC West Denver Door & Millwork
5956 N. Broadway
Denver, CO 80216

Re: Representation by ARNOLD & ARNOLD, LLP, Attorneys at Law

Dear Dion:

The purpose of this letter is to set forth our fee and cost arrangements with respect to representing *BMC West Door & Millwork* in regard to *general matters* and any other matters which we may handle in the future.

Our fees are charged on an hourly basis at our current hourly rates in effect at the time services are performed. Our current hourly rates are set forth in the enclosed schedule, and these rates are subject to change. Fees are billed on the basis of actual time incurred, including travel. In addition to the hourly fees, all out-of-pocket expenses incurred for such items as docket fees, expert witness fees, private investigator fees, on-line computer research, deposition charges, photocopying expenses, postage, expenses relating to service of process, travel and per diem expenses and the like are billed at our actual costs, without markup. No single expense item in excess of \$250.00 will be incurred without your approval.

Our statements are rendered in narrative form, monthly and are payable in full on or before the tenth day of the month after the billing date. If billings are not paid when due, we reserve the right to suspend, discontinue or terminate this agreement and withdraw from any pending legal proceedings. Our failure to take such action on any one or more occasions shall not be deemed to be a waiver of our right to later exercise this option. Interest may be charged on past-due accounts at the rate of 18% per annum.

As you are aware, it is extremely important in any professional relationship such as this that we receive your utmost cooperation in the preparation of claims or in the defense of actions, and in the timely submittal of documents or information concerning our representation of you. Legal services may be provided on your case(s) by any member of the firm.

EXHIBIT A

EXHIBIT B

December 14, 1999

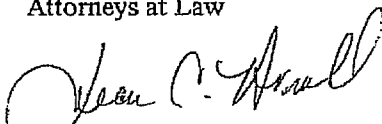
Page 2

We will endeavor to provide you copies of all correspondence, pleadings and other papers which we prepare or submit in connection with the matter. At the conclusion of our services, you may request the return of your files or copies of papers or materials which you do not have. Otherwise, we reserve the right, at our sole discretion, to preserve or to dispose of the files and other items in our possession as we see fit.

If the above arrangements are satisfactory, kindly have an officer of *BMC West Denver Door & Millwork* sign the enclosed copy of this letter in the space provided below and return it to our office in the enclosed self-addressed, stamped envelope.

Very truly yours,

ARNOLD & ARNOLD, LLP
Attorneys at Law



JEAN C. ARNOLD

JCA:aa
Enclosures

APPROVED AS TO FORM AND CONTENT:

BMC WEST DENVER DOOR & MILLWORK

By



Title

PAUL G. STREET

~~Sr. Vice President, General Counsel~~
and Secretary

EXHIBIT

B

EXHIBIT

A

December 14, 1999
Page 3

ARNOLD & ARNOLD, LLP
Attorneys at Law

HOURLY RATES¹

Jean C. Arnold	\$175.00 per hour
Richard M. Arnold	\$150.00 per hour (Civil Cases)
Richard M. Arnold	\$130.00 per hour (Domestic Cases)
Terry Ehrlich	\$125.00 per hour
Scott S. Havn	\$100.00 per hour
Paralegals	\$ 65.00 to 75.00 per hour
Office Clerk	\$ 20.00 per hour

¹ Rates subject to change.

EXHIBIT

B

EXHIBIT

A

FEB 01 2000

Arnold & Arnold, LLP
Attorneys at Law

Sean C. Arnold
Terry Ehrlich

5500 South Sycamore, Suite 205
Littleton, Colorado 80120
(303) 347-1237 (V-TDD)
(303) 347-1601 (FAX)

Richard M. Arnold
Scott S. Havn

January 21, 2000

Sandy Charpentier, Credit Manager
BMC West Corp.
975 W. Mississippi Ave.
Denver, Colorado 80223

Re: Representation by ARNOLD & ARNOLD, LLP, Attorneys at Law

Dear Sandy:

The purpose of this letter is to set forth our fee and cost arrangements with respect to representing *BMC West Corporation* in regard to *Fairfield Homes* and any other matters which we may handle in the future.

Our fees are charged on an hourly basis at our current hourly rates in effect at the time services are performed. Our current hourly rates are set forth in the enclosed schedule, and these rates are subject to change. Fees are billed on the basis of actual time incurred, including travel. In addition to the hourly fees, all out-of-pocket expenses incurred for such items as docket fees, expert witness fees, private investigator fees, on-line computer research, deposition charges, photocopying expenses, postage, expenses relating to service of process, travel and per diem expenses and the like are billed at our actual costs, without markup. No single expense item in excess of \$250.00 will be incurred without your approval.

Our statements are rendered in narrative form, monthly and are payable in full on or before the tenth day of the month after the billing date. If billings are not paid when due, we reserve the right to suspend, discontinue or terminate this agreement and withdraw from any pending legal proceedings. Our failure to take such action on any one or more occasions shall not be deemed to be a waiver of our right to later exercise this option. Interest may be charged on past-due accounts at the rate of 18% per annum.

As you are aware, it is extremely important in any professional relationship such as this that we receive your utmost cooperation in the preparation of claims or in the defense of actions, and in the timely submittal of documents or information concerning our representation of you. Legal services may be provided on your case(s) by any member of the firm.

COPY TO CLIENT

2-2-00

EXHIBIT

B

EXHIBIT

A

January 21, 2000

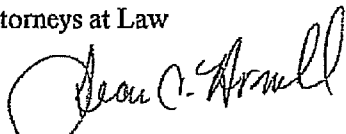
Page 2

We will endeavor to provide you copies of all correspondence, pleadings and other papers which we prepare or submit in connection with the matter. At the conclusion of our services, you may request the return of your files or copies of papers or materials which you do not have. Otherwise, we reserve the right, at our sole discretion, to preserve or to dispose of the files and other items in our possession as we see fit.

If the above arrangements are satisfactory, kindly have an officer of *BMC West Corporation* sign the enclosed copy of this letter in the space provided below and return it to our office in the enclosed self-addressed, stamped envelope.

Very truly yours,

ARNOLD & ARNOLD, LLP
Attorneys at Law



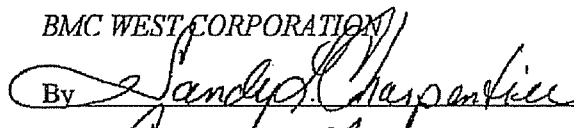
JEAN C. ARNOLD

JCA:aa
Enclosures

APPROVED AS TO FORM AND CONTENT:

BMC WEST CORPORATION

By



Title

Credit Mgr.

EXHIBIT

B

EXHIBIT

A

Arnold & Arnold, LLP

Attorneys at Law

www.arnoldarnold.com

7596 W. Jewell Avenue, Suite 305
Lakewood, Colorado 80232
(720) 962-6010 (V-TDD)
(720) 962-6011 (FAX)
e-mail: jeanarnold@arnoldarnold.com

Jean C. Arnold
Richard M. Arnold
Terry Ehrlich
Scott S. Havn*
Joel Edgar Anderson**
*also licensed in Wisconsin and Wyoming
**also licensed in New Mexico

May 7, 2008

Building Materials Holding Corp.
Attn: Paul S. Street, General Counsel
Sarah Johnson, Associate General Counsel
720 Park Blvd., Suite 200
Boise, ID 83707-0106

Re: Representation by ARNOLD & ARNOLD, LLP, Attorneys at Law

Dear Paul and Sarah:

We are very pleased that you have asked this firm to represent Building Materials Holding Corporation in the Wells Fargo deed of trust review legal matter. The work has been completed. The purpose of this letter is to set forth our fee and cost arrangements with respect to representing you in this matter or any matter we may handle in the future. We agree to faithfully and diligently perform all legal services you need to represent you effectively, always in harmony with our obligations under the Colorado Rules of Professional Conduct.

If your matter involves litigation, you should be aware that litigation can be expensive, time consuming and unpredictable. There are private methods of resolving disputes that may be less so. In any case, it is important for you to understand and agree to the financial and other terms of this legal engagement. The following paragraphs set forth those terms, and by signing this document, you agree to them:

The Fee

Our fees are charged on an hourly basis at our current hourly rates in effect at the time services are performed. Our current hourly rates are set forth in the enclosed schedule. Fees are billed on the basis of actual time incurred, including travel.

We use a team approach. We consult with one another to draw upon each other's experience. In that instance, the time for both lawyers may appear on your invoice. As much as possible, we have work done at the lowest billing rate that still achieves the goal of providing you with high-quality professional services.

Retainer

You have deposited with us the sum of \$1,000.00 as an advance against attorneys' fees and expenses to be incurred in the future. This is called a "retainer." Unless we have made other arrangements, we will deposit the retainer in the firm's account with the Colorado Lawyer Trust Account Foundation (COLTAF), which is a non-interest-bearing account.

As our invoices will reflect, we will draw down on the retainer to pay attorney fees as we earn them, and expenses as we pay or incur them. Whenever the retainer is exhausted, we will either ask that you replenish the retainer, or we will convert your matter to our standard billing arrangement, at our discretion.

If, at the end of the representation, there is a balance on your retainer, we will refund that money to you. Therefore, it is important to keep us apprised of your current address.

EXHIBIT A

EXHIBIT B

Expenses

Almost all representations require products and services other than legal services. You are responsible for those expenses, including, but not limited to, all out-of-pocket expenses incurred for such items as docket fees, expert witness fees, deposition charges, e-filing charges, postage, photocopying expenses, expenses relating to service of process, travel and per diem expenses. These expenses are billed at our actual costs, without markup.

We are under no ethical obligation to pay any expenses that are incurred in or necessary to a representation. This is the client's obligation.

We will talk with you before we commit you to any significant expenses. In most cases, no single expense item in excess of \$250.00 will be incurred without your approval. We also like it when clients tell us how much they consider "significant" in this situation. Regardless, we will use our best judgment in checking with you before incurring significant expenses or paying lesser expenses without your specific approval.

Invoices and Interest on Unpaid Balances

Our invoices are rendered in narrative form, monthly and are payable in full on or before the tenth (10th) day of the month after the billing date. If billings are not paid when due, we reserve the right to suspend, discontinue or terminate this agreement and withdraw from any pending legal proceedings. We may also charge interest on accounts that are more than sixty (60) days overdue at 12% per annum. Our failure to take such action on any one or more occasions shall not be deemed to be a waiver of our right to later exercise this option.

Withdrawal and Termination

You have the right to terminate our representation of you at any time, subject only to the approval of the court in litigation matters. Also, the Colorado Rules of Professional Conduct may require or permit us to terminate our representation of you – again, subject to the approval of the court in litigation matters. As you are aware, it is extremely important in any professional relationship such as this that we receive your utmost cooperation in the preparation of claims or in the defense of actions, and in the timely submittal of documents or information concerning our representation of you. One of the reasons permitting us to terminate the representation, or ask the court's permission to do so, is when a client deliberately disregards his or her obligations under an engagement agreement regarding the payment of expenses or fees.

Arbitration

If you dispute the fees or costs that we have charged you under this Agreement, and we cannot amicably resolve that dispute, the dispute will be decided by the Denver Bar Association Legal Fee Arbitration Committee. Currently, there is no charge for this dispute resolution service.

If a dispute arises regarding any other aspect of this firm's representation of you, including legal malpractice, that kind of dispute will be decided by a single arbitrator at the Judicial Arbitrator Group in Denver, Colorado. These arbitrators are usually lawyers or retired judges. There are charges for using the Judicial Arbitrator Group, and they can be expensive. If there is arbitration with the Judicial Arbitrator Group, each side (no matter how many "parties") will be responsible for paying one-half of all fees and expenses charged by Judicial Arbitrator Group.

In any kind of arbitration proceeding, the parties are responsible for paying the attorneys' fees and costs that they incur in that proceeding.

You should understand that by agreeing to arbitration, you are relinquishing your right to bring an action in court and to a jury trial. Also, discovery in an arbitration proceeding is usually quite limited, and the grounds to appeal an arbitrator's decision are very limited.

EXHIBIT A

EXHIBIT B

File Disposal

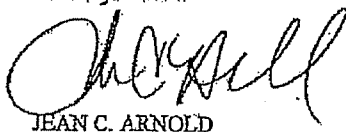
We will endeavor to provide you copies of all correspondence, pleadings and other papers that we prepare or submit in connection with the matter. At the conclusion of our services, you may request the return of your files or copies of papers or materials that you do not have. Otherwise, we reserve the right, at our sole discretion, to preserve or to dispose of the files and other items in our possession as we see fit.

If anything stated in this letter presents a problem or is unclear, please tell us right away so that we can discuss it and reach a full understanding.

To indicate your agreement to the terms set forth above, kindly sign the enclosed copy of this letter in the space provided below and return it to our office. You should retain a copy of this letter for your records.

Very truly yours,

ARNOLD & ARNOLD, LLP
Attorneys at Law

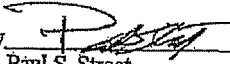


JEAN C. ARNOLD

Enclosures

APPROVED AS TO FORM AND CONTENT:

BUILDING MATERIAL HOLDING CORPORATION

By 
Paul S. Street

Title SVP and General Counsel

Date 5-28-08

BUILDING MATERIAL HOLDING CORPORATION

By 
Sarah Johnson

Title _____

Date _____

EXHIBIT A

EXHIBIT B

ARNOLD & ARNOLD, LLP
Attorneys at Law

HOURLY RATES¹

Jean C. Arnold	\$230.00 per hour
Richard M. Arnold	\$210.00 per hour
Terry Ehrlich	\$210.00 per hour
Scott S. Havn	\$190.00 per hour
Joel Edgar Anderson	\$175.00 per hour
Paralegals	\$ 95.00 per hour
Legal Assistant	\$ 75.00 per hour
Office Clerk	\$ 35.00 per hour

¹ Rates subject to change.

EXHIBIT A

EXHIBIT B

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

In re:

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

Debtors.

Chapter 11

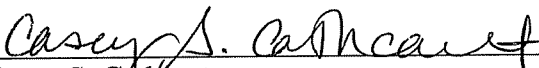
Case No. 09-12074 (KJC)

Jointly Administered

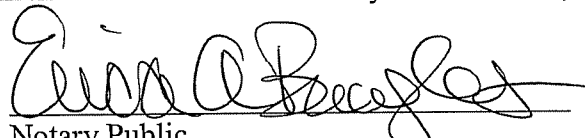
AFFIDAVIT OF SERVICE

STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

Casey S. Cathcart, an employee of the law firm of Young Conaway Stargatt & Taylor, LLP, co-counsel to the above-captioned debtors, being duly sworn according to law, deposes and says that on November 11, 2009, she caused a copy of the **Thirteenth Notice of Filing of Declarations of Disinterestedness of Certain Ordinary Course Professionals** to be served as indicated upon the parties identified on the attached service list.


Casey S. Cathcart

SWORN TO AND SUBSCRIBED before me this 11th day of November, 2009.


Notary Public
My Commission Expires:

**ERICA A. BROYLES
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Sept. 6, 2013**

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

2002 SERVICE LIST
BUILDING MATERIALS HOLDING CORPORATION
11/11/2009

David G. Aelvoet, Esq.
Linebarger Goggan Blair & Sampson LLP
Travis Building, 711 Navarro, Suite 300
San Antonio, TX 78205
(Counsel to Bexar County)
First Class Mail

Christopher M. Alston, Esq.
Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, WA 98101
(Counsel to JELD-WEN, inc.)
First Class Mail

Sanjay Bhatnagar, Esq.
Cole, Schotz, Meisel, Forman & Leonard, P.A.
500 Delaware Avenue, Suite 1410
Wilmington, DE 19801
(Counsel to CNH Capital America, LLC)
Hand Delivery

Brian W. Bisignani, Esq.
Post & Schell, P.C.
17 North 2nd Street, 12th Floor
Harrisburg, PA 17101-1601
(Counsel to Aon Consulting)
First Class Mail

Robert McL. Boote, Esq.
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
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(Counsel to Westchester Fire Insurance
Company and ACE USA)
First Class Mail

David Boyle
Airgas, Inc.
259 Radnor-Chester Road, Suite 100
P.O. Box 6675
Radnor, PA 19087-8675
First Class Mail

Barbara L. Caldwell, Esq.
Aiken Schenk Hawkins & Ricciardi P.C.
4742 North 24th Street, Suite 100
Phoenix, AZ 85016
(Counsel to Maricopa County)
First Class Mail

Andrew Cardonick, Esq.
Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
(Counsel to Grace Bay Holdings, II, LLC)
First Class Mail

Scott T. Citek, Esq.
Lamm & Smith, P.C.
3730 Kirby Drive, Suite 650
Houston, TX 77098
(Counsel to Bay Oil Company)
First Class Mail

Scott D. Cousins, Esq.
Dennis A. Melero, Esq.
Greenberg Traurig, LLP
1007 North Orange Street, Suite 1200
Wilmington, DE 19801
(Counsel to Grace Bay Holdings, II, LLC)
Hand Delivery

2002 SERVICE LIST
BUILDING MATERIALS HOLDING CORPORATION
11/11/2009

Raniero D. D'Aversa, Jr., Esq.
Laura D. Metzger, Esq.
Weston T. Eguchi, Esq.
Orrick, Herrington & Sutcliffe LLP
666 Fifth Avenue
New York, NY 10103-0001
(Counsel to Rabobank International)
First Class Mail

Tobey M. Daluz, Esq.
Joshua E. Zugerman, Esq.
Ballard Spahr Andrews & Ingersoll, LLP
919 North Market Street, 12th Floor
Wilmington, DE 19801
(Counsel to Westchester Fire Insurance
Company and ACE USA)
Hand Delivery

Robert J. Dehney, Esq.
Erin R. Fay, Esq.
Morris Nichols Arsht & Tunnell LLP
1201 North Market Street, 18th Floor
P.O. Box 1347
Wilmington, DE 19899-1347
(Counsel to D.R. Horton, Inc.)
Hand Delivery

John P. Dillman, Esq.
Linebarger Goggan Blair & Sampson LLP
P.O. Box 3064
Houston, TX 77253-3064
(Counsel to Cypress-Fairbanks ISD, Fort Bend
County, and Harris County)
First Class Mail

Mark W. Eckard, Esq.
Reed Smith LLP
1201 North Market Street, Suite 1500
Wilmington, DE 19801
(Counsel to CIT Technology Financing
Services, Inc.)
Hand Delivery

Kevin B. Fisher, Esq.
Seth Mennillo, Esq.
Paul, Hastings, Janofsky & Walker LLP
55 Second Street, 24th Floor
San Francisco, CA 94105
(Counsel to Wells Fargo Bank, N.A.)
First Class Mail

John M. Flynn, Esq.
Carruthers & Roth, P.A.
235 North Edgeworth Street
P.O. Box 540
Greensboro, NC 27401
(Counsel to Arrowood Indemnity Company)
First Class Mail

Christopher J. Giaimo, Jr., Esq.
Katie A. Lane, Esq.
Arent Fox LLP
1050 Connecticut Avenue, NW
Washington, DC 20036-5339
(Counsel to the Official Committee of
Unsecured Creditors)
First Class Mail

2002 SERVICE LIST
BUILDING MATERIALS HOLDING CORPORATION
11/11/2009

Paul N. Heath, Esq.
Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
(Counsel to Wells Fargo Bank, N.A.)
Hand Delivery

Melody C. Hogston
Royal Mouldings Limited
P.O. Box 610
Marion, VA 24354
First Class Mail

Eric H. Holder, Jr., Esq.
U. S. Attorney General
Department of Justice - Commercial Litigation
Branch
950 Pennsylvania Avenue, N.W.
Washington, DC 20530-0001
First Class Mail

James E. Huggett, Esq.
Amy D. Brown, Esq.
Margolis Edelstein
750 Shipyard Drive, Suite 102
Wilmington, DE 19801
(Counsel to Eduardo Acevedo, et al.)
First Class Mail

IKON Financial Services
Attn: Bankruptcy Administration
1738 Bass Road
P.O. Box 13708
Macon, GA 31208-3708
First Class Mail

Internal Revenue Service
Attn: Insolvency Section
11601 Roosevelt Blvd., Mail Drop N781
P.O. Box 21126
Philadelphia, PA 19114
First Class Mail

Thomas W. Isaac, Esq.
Dietrich, Glasrud, Mallek & Aune
5250 North Palm Avenue, Suite 402
Fresno, CA 93704
(Counsel to Wilson Homes, Inc.)
First Class Mail

Neal Jacobson, Esq.
Senior Trial Counsel
Securities and Exchange Commission
3 World Financial Center, Suite 400
New York, NY 10281
First Class Mail

Michael J. Joyce, Esq.
Cross & Simon, LLC
913 North Market Street, 11th Floor
Wilmington, DE 19801
(Counsel to Arrowood Indemnity Company)
Hand Delivery

Chad A. Kelsch, Esq.
Hellmuth & Johnson, PLLC
10400 Viking Drive, Suite 500
Eden Prairie, MN 55344
(Counsel to FCA Construction Company, LLC)
First Class Mail

2002 SERVICE LIST
BUILDING MATERIALS HOLDING CORPORATION
11/11/2009

Thomas L. Kent, Esq.
Paul, Hastings, Janofsky & Walker LLP
75 East 55th Street, 1st Floor
New York, NY 10022
(Counsel to Wells Fargo Bank)
First Class Mail

Gary H. Leibowitz, Esq.
Cole, Schotz, Meisel, Forman & Leonard, P.A.
300 East Lombard Street, Suite 2600
Baltimore, MD 21202
(Counsel to CNH Capital America, LLC)
First Class Mail

Louisiana-Pacific Corporation
Attn: Bruce J. Iddings
P.O. Box 4000-98
Hayden Lake, ID 83835-4000
(Top 50)
First Class Mail

Cliff W. Marcek, Esq.
Cliff W. Marcek, P.C.
700 South Third Street
Las Vegas, NV 89101
(Counsel to Edward and Gladys Weisgerber)
First Class Mail

Dan McAllister
San Diego County Treasurer-Tax Collector,
Bankruptcy Desk
1600 Pacific Highway, Room 162
San Diego, CA 92101
First Class Mail

Frank F. McGinn, Esq.
Bartlett Hackett Feinberg, P.C.
155 Federal Street, 9th Floor
Boston, MA 02110
(Counsel to Iron Mountain Information
Management, Inc.)
First Class Mail

Joseph J. McMahon, Jr., Esq.
Office of the United States Trustee
844 King Street, Suite 2207
Lock Box 35
Wilmington, DE 19801
Hand Delivery

Joseph McMillen
Midlands Claim Administrators, Inc.
3503 N.W. 63rd Street, Suite 204
P.O. Box 23198
Oklahoma, OK 73123
First Class Mail

Kathleen M. Miller, Esq.
Smith, Katzenstein & Furlow LLP
800 Delaware Avenue, 7th Floor
P.O. Box 410
Wilmington, DE 19801
(Counsel to Airgas, Inc.)
Hand Delivery

Sheryl L. Moreau, Esq.
Missouri Department of Revenue - Bankruptcy
Unit
P.O. Box 475
Jefferson City, MO 65105-0475
First Class Mail

2002 SERVICE LIST
BUILDING MATERIALS HOLDING CORPORATION
11/11/2009

Charles J. Pignuolo, Esq.
Devlin & Pignuolo, P.C.
1800 Bering Drive, Suite 310
Houston, TX 77057
(Counsel to Partners in Building, L.P.)
First Class Mail

Michael Reed, Esq.
McCreary, Veselka, Bragg & Allen, P.C.
P.O. Box 1269
Round Rock, TX 78680
(Counsel to Local Texas Taxing Authorities)
First Class Mail

Jonathan Lee Riches
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