

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO

(Amendment No. 7)

Tender Offer Statement Under Section 14(d)(1) or Section 13(e)(1)
of the Securities Exchange Act of 1934

BLUELINX HOLDINGS INC.
(Name of Subject Company (Issuer))

CERBERUS ABP INVESTOR LLC
CERBERUS CAPITAL MANAGEMENT, L.P.
(Names of Filing Persons (Offeror))

COMMON STOCK, PAR VALUE \$0.01 PER SHARE
(Title of Class of Securities)

09624H109
(CUSIP Number of Class of Securities)

Mark A. Neporent
Cerberus Capital Management, L.P.
299 Park Avenue
New York, New York 10171
(212) 891-2100

With a copy to

Richard A. Presutti
Schulte Roth & Zabel LLP
919 Third Avenue
New York, NY 10022
(212) 756-2000

(Name, address and telephone number of person authorized to receive notices and
communications on behalf of filing persons)

Calculation of Filing Fee

Transaction Valuation*	Amount of Filing Fee**
\$ 58,361,748.00	\$ 4,161.19

* Estimated for purposes of calculating the filing fee only. The transaction value was calculated by multiplying (x) \$4.00, which is the per share tender offer price and (y) 14,590,437, which is 32,690,437, the number of shares of common stock of BlueLinx Holdings Inc., par value \$0.01 per share (the "Shares"), issued and outstanding as of August 12, 2010 minus the 18,100,000 Shares owned by Cerberus ABP Investor LLC.

** The filing fee, calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #4 for fiscal year 2010, issued December 17, 2009, is calculated by multiplying the Transaction Valuation by 0.00007130.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$3,533.65
Filing Party: Cerberus ABP Investor LLC and Cerberus Capital Management, L.P.
Form or Registration No.: Schedule TO/13E-3 (SEC File. No. 005-80230)
Date Filed: August 2, 2010

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
 issuer tender offer subject to Rule 13e-4.
 going private transaction subject to Rule 13e-3.
 amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

INTRODUCTORY STATEMENT

This Amendment No. 7 amends and supplements the Tender Offer Statement and Rule 13E-3 Transaction Statement originally filed under cover of Schedule TO on August 2, 2010 (together with any amendments and supplements thereto, the "Original Schedule TO") by Cerberus ABP Investor LLC, a Delaware limited liability company (the "Purchaser") and Cerberus Capital Management, L.P. ("Cerberus"), a Delaware limited partnership, to purchase all of the outstanding shares of common stock, par value \$0.01 per share (the "Shares"), of BlueLinx Holdings Inc., a Delaware corporation (the "Company"), not owned by Purchaser at a purchase price of \$4.00 per Share net to the seller in cash without interest and less any required withholding taxes, if any, upon the terms and subject to the conditions set forth in the offer to purchase dated August 2, 2010 (as amended by amendments to the Schedule TO filed by Purchaser and Cerberus prior to the date hereof, the "Offer to Purchase"), the Second Supplement to the Offer to Purchase, dated September 22, 2010 (the "Supplement"), a copy of which is attached hereto as Exhibit (a)(1)(xvii) and related revised (blue) letter of transmittal (the "Letter of Transmittal"), a copy of which is attached hereto as Exhibit (a)(1)(xviii) (which, as amended or supplemented from time to time, collectively constitute the "Amended Offer").

The information set forth in the Supplement, including all annexes thereto, is incorporated by reference herein to all of the items of this Amendment No. 7 to Schedule TO, including without limitation, all information required by Schedule 13E-3 that is not included in or covered by the items in Schedule TO and is supplemented by the information specifically provided herein.

ITEM 1. SUMMARY TERM SHEET.

(a) Reference is made to the information set forth in the Supplement under the heading "SUMMARY TERM SHEET," which is incorporated herein by reference.

ITEM 2. SUBJECT COMPANY INFORMATION.

(a) Reference is made to the information set forth in the Supplement under the heading "THE AMENDED OFFER — Section 8. Certain Information Concerning the Company," which is incorporated herein by reference.

(b) Reference is made to the information set forth in the Supplement under the heading "INTRODUCTION," which is incorporated herein by reference.

(c) Reference is made to the information set forth in the Supplement under the heading "THE AMENDED OFFER — Section 6. Market and Trading Information," which is incorporated herein by reference.

ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.

(a) through (c) This Supplement is filed by Purchaser and Cerberus. Reference is made to the information set forth in the Supplement under the heading "THE AMENDED OFFER — Section 9. Certain Information Concerning Purchaser and Cerberus," and in Annex A to the Offer to Purchase which is incorporated herein by reference.

ITEM 4. TERMS OF THE TRANSACTION.

(a) Reference is made to the information set forth in the Supplement under the headings "SUMMARY TERM SHEET", "INTRODUCTION", "SPECIAL FACTORS — Section 2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger", "SPECIAL FACTORS — Section 5. Effects of the Amended Offer and the Merger", "THE AMENDED OFFER — Section 1. Terms of the Amended Offer", "THE AMENDED OFFER — Section 2. Acceptance for Payment and Payment for Shares", "THE AMENDED OFFER — Section 3. Procedures for Tendering Shares", "THE AMENDED OFFER — Section 4. Withdrawal Rights", "THE AMENDED OFFER — Section 5. Material United States Federal Income Tax

Consequences of the Amended Offer and the Merger,” and “THE AMENDED OFFER - Section 12. Conditions to the Amended Offer” which is incorporated herein by reference.

ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.

(a) Reference is made to the information set forth in the Supplement under the headings “SPECIAL FACTORS — Section 1. Background”, “SPECIAL FACTORS — Section 2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger”, “SPECIAL FACTORS — Section 8. Transactions and Arrangements Concerning the Shares”, “SPECIAL FACTORS — Section 9. Related Party Transactions; Certain Transactions Between Purchaser and the Company” and in Annex A to the Offer to Purchase which is incorporated herein by reference.

(b) Reference is made to the information set forth in the Supplement under the headings “SPECIAL FACTORS — Section 1. Background” and “THE AMENDED OFFER — Section 9. Certain Information Concerning Purchaser and Cerberus,” which is incorporated herein by reference.

ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.

(a) through (c)(1) - (7) Reference is made to the information set forth in the Supplement under the headings “SUMMARY TERM SHEET”, “INTRODUCTION”, “SPECIAL FACTORS — Section 1. Background”, “SPECIAL FACTORS — Section 2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger”, “SPECIAL FACTORS — Section 5. Effects of the Amended Offer and the Merger”, “THE AMENDED OFFER — Section 6. Market and Trading Information”, and “THE AMENDED OFFER — Section 7. Possible Effects of the Amended Offer on the Market for the Shares; Listing; Exchange Act Registration and Margin Regulations,” which is incorporated herein by reference.

ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a), (b) and (d) Reference is made to the information set forth in the Supplement under the headings “SUMMARY TERM SHEET” and “THE AMENDED OFFER — Section 10. Source and Amount of Funds,” which is incorporated herein by reference.

ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a), (b) Reference is made to the information set forth in the Supplement under the headings “SUMMARY TERM SHEET”, “INTRODUCTION”, “SPECIAL FACTORS — Section 1. Background”, “SPECIAL FACTORS — Section 8. Transactions and Arrangements Concerning the Shares”, “THE AMENDED OFFER — Section 9. Certain Information Concerning Purchaser and Cerberus”, and in Annex B thereto which is incorporated herein by reference.

ITEM 9. PERSONS/ASSETS, RETAINED, EMPLOYED, COMPENSATED OR USED.

Reference is made to the information set forth in the Supplement under the headings “THE AMENDED OFFER — Section 14. Fees and Expenses” which is incorporated herein by reference.

ITEM 10. FINANCIAL STATEMENTS.

(a), (b) Not applicable.

ITEM 11. ADDITIONAL INFORMATION.

(a)(1) Reference is made to the information set forth in the Supplement under the headings “SPECIAL FACTORS” — Section 1. Background” and “SPECIAL FACTORS — Section 9. Related Party Transactions; Certain Transactions Between Purchaser and the Company,” which is incorporated herein by reference.

(a)(2)-(4) Reference is made to the information set forth in the Supplement under the headings “SPECIAL FACTORS — Section 7. Appraisal Rights; ‘Going Private’ Rules”, “THE AMENDED OFFER — Section 7. Possible Effects of the Amended Offer on the Market for the Shares; Listing; Exchange Act Registration and Margin Regulations”, and “THE AMENDED OFFER — Section 13. Certain Regulatory and Legal Matters,” which is incorporated herein by reference.

(a)(5) Reference is made to the information set forth in the Supplement under the headings “SUMMARY TERM SHEET” and “THE AMENDED OFFER — Section 13. Certain Regulatory and Legal Matters” which is incorporated herein by reference.

(b) Reference is made to the information set forth in the Supplement and revised Letter of Transmittal which is incorporated herein by reference.

ITEM 12. EXHIBITS.

- * (a)(1)(i) Offer to Purchase dated August 2, 2010.
- * (a)(1)(ii) Letter of Transmittal.
- * (a)(1)(iii) Notice of Guaranteed Delivery.
- * (a)(1)(iv) Letter to Brokers, Dealers, Banks, Trust Companies and other Nominees.
- * (a)(1)(v) Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
- * (a)(1)(vi) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
- * (a)(1)(vii) Summary Advertisement published on August 2, 2010.
- * (a)(1)(viii) Letter, dated July 21, 2010, from Purchaser to the Board of Directors of the Company (incorporated by reference to the pre-commencement Schedule 13 D/A filed on July 22, 2010).
- * (a)(1)(ix) Text of Press Release issued by Purchaser on July 22, 2010 (incorporated by reference to the pre-commencement Schedule TO-C filed on July 22, 2010).
- * (a)(1)(x) Text of Press Release issued by Purchaser on August 2, 2010 announcing commencement of Offer.
- ** (a)(1)(xi) Text of Press Release issued by Purchaser on August 13, 2010 announcing extension of Offer.
- ****(a)(1)(xii) Text of Press Release issued by Purchaser on August 26, 2010 announcing extension of Offer.
- #(a)(1)(xiii) Text of Press Release issued by Purchaser on September 1, 2010 announcing extension of Offer.
- ##(a)(1)(xiv) Text of Press Release issued by Purchaser on September 10, 2010 announcing extension of Offer.
- ###(a)(1)(xv) Text of Press Release issued by Purchaser on September 17, 2010 announcing extension of Offer.
- (a)(1)(xvi) Text of Press Release issued by Purchaser on September 22, 2010 announcing Amended Offer.

- (a)(1)(xvii) Second Supplement to Offer to Purchase, dated September 22, 2010.
- (a)(1)(xviii) Revised Letter of Transmittal.
- (a)(1)(xix) Revised Notice of Guaranteed Delivery.
- (a)(1)(xx) Revised Letter to Brokers, Dealers, Banks, Trust Companies and other Nominees.
- (a)(1)(xxi) Revised Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
- (a)(1)(xxii) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
- *** (a)(5)(i) Text of Press Release issued by Purchaser on August 19, 2010 announcing amendment of Offer to add the Special Committee Recommendation Condition.
- *** (a)(5)(ii) Supplement to Offer to Purchase, dated August 19, 2010.
- *** (a)(5)(iii) Complaint of Kyle Habiniak against Howard S. Cohen, et al., Case No. 2010CV188733, filed in Superior Court of Fulton County, Georgia on July 23, 2010.
- *** (a)(5)(iv) Complaint of Joseph J. Hindermann against BlueLinx Holdings Inc., et al., Case No. 101743548, filed in Superior Court of Cobb County, Georgia on July 27, 2010.
- *** (a)(5)(v) Complaint of Andrew Markich against BlueLinx Holdings, Inc., et al., Case No. 101759149, filed in Superior Court of Cobb County, Georgia on July 29, 2010.
- *** (a)(5)(vi) Complaint of Peter Jerszynski against BlueLinx Holdings, Inc., et al., Case No. 101772948, filed in Superior Court of Cobb County, Georgia on August 3, 2010.
- *** (a)(5)(vii) Complaint of Richard T. Winter against Cerberus ABP Investor LLC, et al., Case No. 101780848, filed in Superior Court of Cobb County, Georgia on August 4, 2010.
- *** (a)(5)(viii) Complaint of Stadium Capital Qualified Partners, L.P. and Stadium Capital Partners, L.P. against Cerberus ABP Investor LLC, et al., C.A. No. 5707-VCL, filed in Delaware Court of Chancery on August 10, 2010.
- (a)(5)(ix) Complaint of Gabriella Centonze against Cerberus ABP Investor LLC, Index No. 651270/2010, filed in Supreme Court of New York, New York County on August 13, 2010.
- (a)(5)(x) Complaint of Weiyang Liang against Howard S. Cohen, et al., C.A. No. 5721-VCL, filed in Delaware Court of Chancery on August 13, 2010.
- (a)(5)(xi) Complaint of Kyle Habiniak against Howard S. Cohen, et al., C.A. No. 5720-VCL, filed in Delaware Court of Chancery on August 13, 2010.
- (b) Not Applicable.
- * (d)(i) Registration Rights Agreement, dated as of May 7, 2004, between Purchaser and the Company (incorporated by reference to Ex. 4.2 to Amendment No. 1 to the Company's registration statement on Form S-1, File No. 333-118750, filed with the SEC on October 1, 2004).
- * (d)(ii) Investment Letter, dated March 10, 2004, between the Company and Purchaser (incorporated by reference to Ex. 4.4 to Amendment No. 2 to the Company's registration statement on Form S-1,

File No. 333-118760, filed with the SEC on October 8, 2004).

- * (d)(iii) Investment Letter, dated May 7, 2004, between the Company and Purchaser (incorporated by reference to Ex. 4.4 to Amendment No. 2 to the Company's registration statement on Form S-1, File No. 333-118760, filed with the SEC on October 8, 2004).
- (d)(iv) Form of Stockholder Agreement, by and among Purchaser, Cerberus and the Company.
- (g) Not Applicable.
- (h) Not Applicable.

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- * Previously filed with the Original Schedule TO and incorporated herein by reference.
 - ** Previously filed with Amendment No. 1 to Schedule TO and incorporated herein by reference.
 - *** Previously filed with Schedule 14D-9 of BlueLinx Holdings Inc., filed on August 13, 2010 and incorporated by reference herein.
 - **** Previously filed with Amendment No. 2 to Schedule TO and incorporated herein by reference.
 - ***** Previously filed with Amendment No. 3 to Schedule TO and incorporated herein by reference.
 - # Previously filed with Amendment No. 4 to Schedule TO and incorporated herein by reference.
 - ## Previously filed with Amendment No. 5 to Schedule TO and incorporated herein by reference.
 - ### Previously filed with Amendment No. 6 to Schedule TO and incorporated herein by reference.

ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.

ITEM 2. SUBJECT COMPANY INFORMATION

- (d) Reference is made to the information set forth in the Supplement under the heading "THE AMENDED OFFER — Section 11. Dividends and Distributions," which is incorporated herein by reference.
- (e) Not Applicable.
- (f) Reference is made to the information set forth in the Supplement under the heading "SPECIAL FACTORS — Section 8. Transactions and Arrangements Concerning the Shares" and in Annex A to the Offer to Purchase which is incorporated herein by reference.

5

ITEM 4. TERMS OF THE TRANSACTION

- (c) None.
- (d) Reference is made to the information set forth in the Supplement under the heading "SPECIAL FACTORS — Section 7. Appraisal Rights; 'Going Private' Rules," which is incorporated herein by reference.
- (e) None.
- (f) Not Applicable.

ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS

- (a) Reference is made to the information set forth in the Supplement under the headings "SPECIAL FACTORS — Section 1. Background", "SPECIAL FACTORS — Section 2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger", "SPECIAL FACTORS — Section 8. Transactions and Arrangements Concerning the Shares", "SPECIAL FACTORS — Section 9. Related Party Transactions; Certain Transactions Between Purchaser and the Company" and in Annex A to the Offer to Purchase which is incorporated herein by reference.
- (b) Reference is made to the information set forth in the Offer to Purchase under the headings "SPECIAL FACTORS — Section 1. Background" and "THE AMENDED OFFER — Section 9. Certain Information Concerning Purchaser and Cerberus," which is incorporated herein by reference.
- (c) Reference is made to the information set forth in the Supplement under the heading "SPECIAL FACTORS — Section 1. Background," which is incorporated herein by reference.
- (e) Reference is made to the information set forth in the Supplement under the headings "SPECIAL FACTORS — Section 1. Background", "SPECIAL FACTORS — Section 8. Transactions and Arrangements Concerning the Shares" and "SPECIAL FACTORS — Section 9.

Related Party Transactions; Certain Transactions Between Purchaser and the Company,” which is incorporated herein by reference.

ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS

(b) Reference is made to the information set forth in the Supplement under the headings “SPECIAL FACTORS — Section 1. Background”, “SPECIAL FACTORS — Section 2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger”, “SPECIAL FACTORS — Section 5. Effects of the Amended Offer and the Merger”, and “SPECIAL FACTORS — Section 7. Appraisal Rights; ‘Going Private’ Rules,” which is incorporated herein by reference.

(c)(8) Reference is made to the information set forth in the Supplement under the headings “SPECIAL FACTORS — Section 5. Effects of the Amended Offer and the Merger” and “THE AMENDED OFFER — Section 7. Possible Effects of the Amended Offer on the Market for the Shares; Listing; Exchange Act Registration and Margin Regulations,” which is incorporated herein by reference.

ITEM 7. PURPOSES, ALTERNATIVES, REASONS AND EFFECTS

(a) through (c) Reference is made to the information set forth in the Supplement under the headings “SUMMARY TERM SHEET”, “INTRODUCTION”, “SPECIAL FACTORS — Section 1. Background”, “SPECIAL FACTORS — Section 2. Purpose and Reasons for the Amended Offer” and “SPECIAL FACTORS — Section 5. Effects of the Amended Offer and the Merger,” which is incorporated herein by reference.

(d) Reference is made to the information set forth in the Supplement under the headings “SUMMARY TERM SHEET”, “SPECIAL FACTORS — Section 2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger”, “SPECIAL FACTORS — Section 5. Effects of the Amended Offer and the Merger”, “SPECIAL FACTORS — Section 6. Conduct of the Company’s Business if the Amended Offer is not Completed”, “SPECIAL FACTORS — Section 7. Appraisal Rights; ‘Going Private’ Rules”, “THE AMENDED OFFER — Section 5. Material United States Federal Income Tax Consequences of the Amended Offer and the Merger”, and “THE AMENDED OFFER — Section 7. Possible Effects of the Amended Offer on the Market for Shares; Listing; Exchange Act Registration and Margin Regulations,” which is hereby incorporated by reference.

ITEM 8. FAIRNESS OF THE TRANSACTION

(a) through (f) Reference is made to the information set forth in the Supplement under the headings “SUMMARY TERM SHEET”, “INTRODUCTION”, “SPECIAL FACTORS — Section 1. Background”, “SPECIAL FACTORS — Section 2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger”, “SPECIAL FACTORS — Section 3. Position of Purchaser Regarding Fairness of the Amended Offer and the Merger”, “SPECIAL FACTORS — Section 4. Certain Projected Financial Information”, and “THE AMENDED OFFER — Section 8. Certain Information Concerning the Company,” which is incorporated herein by reference.

ITEM 9. REPORTS, OPINIONS, APPRAISALS AND NEGOTIATIONS

(a) through (c) None.

ITEM 10. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

(c) Reference is made to the information set forth in the Supplement under the heading “THE AMENDED OFFER — Section 14. Fees and Expenses,” which is incorporated herein by reference.

ITEM 12. THE SOLICITATION OR RECOMMENDATION

(d) Reference is made to the information set forth in the Supplement under the headings “SPECIAL FACTORS — Section 8. Transactions and Arrangements Concerning the Shares”, “SPECIAL FACTORS — Section 10. Interests of Certain Persons in the Amended Offer”, and “THE AMENDED OFFER — Section 9. Certain Information Concerning the Purchaser and Cerberus,” which is incorporated herein by reference.

(e) Reference is made to the information set forth in the Supplement under the heading “THE AMENDED OFFER — Section 8. Certain Information Concerning the Company,” which is incorporated herein by reference.

ITEM 13. FINANCIAL STATEMENTS

(a)(1) The audited consolidated financial statements of the Company as of and for the fiscal years ended January 2, 2010 and January 3, 2009 are incorporated herein by reference to Item 8 to the Company’s Annual Report on Form 10-K for the fiscal year ended January 2, 2010 filed on March 2, 2010.

(a)(2) The unaudited consolidated financial statements of the Company for the six month ended July 3, 2010 are incorporated herein by reference to Item 1 Part I of the Company’s Quarterly Report on Form 10-Q for the quarter ended July 3, 2010 filed on August 6, 2010.

(a)(3), (a)(4) Reference is made to the information set forth in the Supplement under the heading “THE AMENDED OFFER — Section 8. Certain Information Concerning the Company” which is incorporated herein by reference.

(b) Not Applicable.

ITEM 14. PERSONS/ASSETS, RETAINED, EMPLOYED, COMPENSATED OR USED

(b) None.

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: September 22, 2010

CERBERUS ABP INVESTOR LLC

By: /s/ Steven F. Mayer

Name: Steven F. Mayer

Title: Managing Director

CERBERUS CAPITAL MANAGEMENT, L.P.

By: /s/ Lenard B. Tessler

Name: Lenard B. Tessler

Title: Managing Director

EXHIBIT INDEX

* (a)(1)(i)	Offer to Purchase dated August 2, 2010.
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* (a)(1)(iv)	Letter to Brokers, Dealers, Banks, Trust Companies and other Nominees.
* (a)(1)(v)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
* (a)(1)(vi)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
* (a)(1)(vii)	Summary Advertisement published on August 2, 2010.
* (a)(1)(viii)	Letter, dated July 21, 2010, from Purchaser to the Board of Directors of the Company (incorporated by reference to the pre-commencement Schedule 13 D/A filed on July 22, 2010).
* (a)(1)(ix)	Text of Press Release issued by Purchaser on July 22, 2010 (incorporated by reference to the pre-commencement Schedule TO-C filed on July 22, 2010).
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 - (a)(5)(x) Complaint of Weiyang Liang against Howard S. Cohen, et al., C.A. No. 5721-VCL, filed in Delaware Court of Chancery on August 13, 2010.
 - (a)(5)(xi) Complaint of Kyle Habiniak against Howard S. Cohen, et al., C.A. No. 5720-VCL, filed in Delaware Court of Chancery on August 13, 2010.
 - (b) Not Applicable.
 - * (d)(i) Registration Rights Agreement, dated as of May 7, 2004, between Purchaser and the Company (incorporated by reference to Ex. 4.2 to Amendment No. 1 to the Company's registration statement on Form S-1, File No. 333-118750, filed with the SEC on October 1, 2004).
 - * (d)(ii) Investment Letter, dated March 10, 2004, between the Company and Purchaser (incorporated by reference to Ex. 4.4 to Amendment No. 2 to the Company's registration statement on Form S-1, File No. 333-118760, filed with the SEC on October 8, 2004).
 - * (d)(iii) Investment Letter, dated May 7, 2004, between the Company and Purchaser (incorporated by reference to Ex. 4.4 to Amendment No. 2 to the Company's registration statement on Form S-1, File No. 333-118760, filed with the SEC on October 8, 2004).
 - (d)(iv) Form of Stockholder Agreement, by and among Purchaser, Cerberus and the Company.
 - *(f) Section 262 of the Delaware General Corporation Law (included as Annex C of the Offer to Purchase filed herewith as Exhibit (a)(1) (A)).
 - (g) Not Applicable.
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(h) Not Applicable.

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- * Previously filed with the Original Schedule TO and incorporated herein by reference.
 - ** Previously filed with Amendment No. 1 to Schedule TO and incorporated herein by reference.
 - *** Previously filed with Schedule 14D-9 of BlueLinx Holdings Inc., filed on August 13, 2010 and incorporated by reference herein.
 - **** Previously filed with Amendment No. 2 to Schedule TO and incorporated herein by reference.
 - ***** Previously filed with Amendment No. 3 to Schedule TO and incorporated herein by reference.
 - # Previously filed with Amendment No. 4 to Schedule TO and incorporated herein by reference.
 - ## Previously filed with Amendment No. 5 to Schedule TO and incorporated herein by reference.
 - ### Previously filed with Amendment No. 6 to Schedule TO and incorporated herein by reference.
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Cerberus Announces Increase in Tender Offer Price to \$4.00 and Extends Cash Tender Offer For The Outstanding Shares in BlueLinx Holdings Inc. Not Owned by Its Affiliate

Cerberus ABP Investor LLC (“CAI”), an affiliate of Cerberus Capital Management, L.P. (“Cerberus”), and owner of a 55.37% majority stake in BlueLinx Holdings Inc. (NYSE: BXC) (“BlueLinx” or the “Company”), today announced that CAI and Cerberus have increased the purchase price to be paid in their cash tender offer (the “Offer”) to \$4.00 per share for all of the outstanding publicly held shares of BlueLinx not owned by CAI. CAI and Cerberus have also extended the Offer until midnight, New York City time, on Friday, October 8, 2010.

The increased tender offer price of \$4.00 per share represents an increase of 17.6% over the original \$3.40 per share tender offer price and a premium of approximately 59.4% to the closing price of \$2.51 on July 21, 2010, the last trading day before CAI and Cerberus announced its intention to commence the tender offer.

CAI, Cerberus and the Company have also agreed to enter into a Stockholder Agreement providing that if CAI and Cerberus waive the condition to the Offer that CAI and Cerberus own at least 90% of the shares as a result of the Offer and subsequently accept for payment the tendered shares to complete the Offer, CAI and Cerberus will provide a subsequent offering period of not less than five business days. Additionally, for so long as there are outstanding publicly held shares of the Company after the completion of the Offer, (i) CAI and Cerberus will use their best efforts to maintain the Company’s status as a public reporting company or voluntarily make reports pursuant to the Exchange Act and maintain listing of the shares on the NYSE, NASDAQ Global Select Market or the OTCQX and (ii) CAI and Cerberus will obtain the approval or recommendation of a committee of independent directors of the Company prior to the consummation of any open market purchases or other transactions (other than a short-form merger) to acquire all of the remaining publicly traded shares of the Company.

The decision to increase the offer price and agreement to enter into the Stockholder Agreement follows discussions between CAI and Cerberus and the special committee of the board of directors of BlueLinx formed to consider the tender offer. CAI and Cerberus expect that the special committee will recommend that the stockholders of BlueLinx accept the tender offer and tender their shares pursuant to the Offer.

BlueLinx stockholders who have already tendered their shares will receive the benefit of the \$4.00 per share price and need not take any action in order to do so.

CAI and Cerberus will amend their Tender Offer Statement and Rule 13E-3 Transaction Statement filed with the Securities and Exchange Commission (the “SEC”) and will disseminate a supplement to the offer to purchase to BlueLinx stockholders. CAI and Cerberus further expect that the special committee of BlueLinx will amend its Solicitation/Recommendation Statement on Schedule 14D-9 filed with the SEC to advise stockholders of the special committee’s position with respect to the increased tender offer price of \$4.00 per share.

The Offer is at a price of \$4.00 per share in cash and upon the other terms and conditions set forth in the Offer to Purchase, dated August 2, 2010, as supplemented by the supplement to

the offer to purchase dated August 19, 2010 and the second supplement to the offer to purchase filed on September 22, 2010 and amended by Amendment No. 1, dated August 13, 2010, Amendment No. 2, dated August 19, 2010, Amendment No. 3, dated August 26, 2010, Amendment No. 4, dated September 1, 2010, Amendment No. 5, dated September 10, 2010 and Amendment No. 6, dated September 17, 2010 to the Tender Offer Statement and Rule 13E-3 Transaction Statement filed with the SEC.

The depositary for the Offer has informed CAI and Cerberus that, as of 5:00 p.m. on Wednesday, September 22, 2010, approximately 706,875 shares have been tendered and not withdrawn.

Additional Information and Where to Find It

BlueLinx stockholders and other interested parties are urged to read the Tender Offer Statement on Schedule TO, as amended, the Offer to Purchase, as amended and supplemented, and any other documents relating to the tender offer that are filed with the SEC because they contain important information. BlueLinx stockholders will be able to receive such documents free of charge at the SEC's web site, www.sec.gov, or by contacting BofA Merrill Lynch, the Dealer Manager for the Offer, at (888) 803-9655.

About Cerberus Capital Management, L.P.

Established in 1992, Cerberus Capital Management, L.P. along with its affiliates, is one of the world's leading private investment firms with approximately \$23 billion under management. Through its team of investment and operations professionals, Cerberus specializes in providing both financial resources and operational expertise to help transform undervalued companies into industry leaders for long-term success and value creation. Cerberus is headquartered in New York City with affiliate and/or advisory offices in the United States, Europe, the Middle East and Asia.

SECOND SUPPLEMENT
TO
OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
BLUELIX HOLDINGS INC.
NOT OWNED BY CERBERUS ABP INVESTOR LLC
AT
\$4.00 NET PER SHARE
BY
CERBERUS ABP INVESTOR LLC
AND CERBERUS CAPITAL MANAGEMENT, L.P.

THE AMENDED OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON FRIDAY, OCTOBER 8, 2010
UNLESS THE AMENDED OFFER IS EXTENDED.

Cerberus ABP Investor LLC (“Purchaser”) and Cerberus Capital Management, L.P. (“Cerberus”) have amended their offer to acquire all of the shares of common stock, \$0.01 par value per share (the “Shares”), of BlueLinx Holdings Inc. (the “Company”) not owned by Purchaser by increasing the offer price to \$4.00 per share, net to the Seller in cash (the “Amended Offer Price”) without interest and less any applicable withholding taxes, upon the terms and subject to the conditions in this Supplement, the Offer to Purchase and the related revised Letter of Transmittal (the “Amended Offer”). The Amended Offer is conditioned upon, among other things, (i) the Special Committee having amended its “Solicitation/Recommendation Statement” on Schedule 14D-9 to affirmatively recommend the Amended Offer and not having subsequently withdrawn or amended or modified (whether by further amendment to Schedule 14D-9 or otherwise) in any manner adverse to Purchaser or Cerberus such affirmative recommendation of the Amended Offer (the “Special Committee Recommendation Condition”), (ii) there being validly tendered and not withdrawn a number of Shares of the Company, representing at least a majority of the Shares (including any Shares issued upon exercise of options), excluding Shares owned by Purchaser, and the officers and directors of the Company, issued and outstanding as of the date the Shares are accepted for payment pursuant to the Amended Offer (the “Minimum Tender Condition”), and (iii) unless waived, there being validly tendered and not withdrawn a sufficient number of Shares, such that, upon acceptance for payment and payment for the tendered Shares pursuant to the Amended Offer, Purchaser will own a number of Shares representing at least 90% of the issued and outstanding Shares as of the date the Shares are accepted for payment pursuant to the Amended Offer (the “90% Condition”). The Amended Offer is not subject to any financing or due diligence condition. The Minimum Tender Condition and the Special Committee Recommendation Condition are not waivable. The Amended Offer is also subject to certain other conditions. See “THE AMENDED OFFER—Section 12. Conditions of the Amended Offer” in this Supplement.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE TRANSACTIONS DESCRIBED IN THIS SUPPLEMENT, PASSED ON THE MERITS OR FAIRNESS OF SUCH TRANSACTIONS, OR PASSED ON THE ADEQUACY OR ACCURACY OF THE DISCLOSURE IN THIS SUPPLEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

A SUMMARY OF THE PRINCIPAL TERMS OF THE AMENDED OFFER APPEARS ON PAGES (i) THROUGH (vii). THIS SUPPLEMENT, THE OFFER TO PURCHASE AND RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION, AND YOU SHOULD READ EACH CAREFULLY AND IN THEIR ENTIRETY BEFORE DECIDING WHETHER TO TENDER SECURITIES IN THE OFFER.

The Dealer Manager for the Amended Offer is:

BofA Merrill Lynch

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower
One Bryant Park
New York, NY 10036

September 22, 2010

IMPORTANT

If you wish to tender all or any portion of your Shares in the Amended Offer, you should either:

(a) complete and sign the original (white) or the revised (blue) Letter of Transmittal for the Amended Offer, which is enclosed with this Supplement to the Offer to Purchase (or a manually executed facsimile thereof) in accordance with the instructions contained in the Letter of Transmittal, and mail or deliver the original (white) or the revised (blue) Letter of Transmittal (or such executed facsimile thereof) and any other required documents to Registrar and Transfer Company, the “Depositary” for the Amended Offer, and either deliver the certificates for your Shares to the Depositary along with the Letter of Transmittal (or such executed facsimile thereof) or tender your Shares by book-entry transfer by following the procedures described in “THE OFFER—Section 3. Procedures for Tendering Shares” of this Supplement, in each case by the Expiration Date (as defined herein) of the Amended Offer, or

(b) request that your broker, dealer, commercial bank, trust company or other nominee effect the tender of your Shares in the Amended Offer. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact that institution in order to tender your Shares in the Amended Offer.

Although the original (white) Letter of Transmittal and the original (green) Notice of Guaranteed Delivery previously circulated with the Offer to Purchase refer only to the Offer to Purchase, stockholders using such documents to tender their Shares will nevertheless be deemed to be tendering pursuant to the Amended Offer and will receive the Amended Offer Price of \$4.00 per Share described in this Supplement, if Shares are accepted for payment and paid for by Cerberus ABP Investor LLC (“Purchaser”), pursuant to the Amended Offer. Shares previously validly tendered and not withdrawn constitute valid tenders for purposes of the Amended Offer. Stockholders are not required to take any further action with respect to such tendered Shares in order to receive the Amended Offer Price if Shares are accepted for payment and paid for by Purchaser pursuant to the Amended Offer, except as may be required by the guaranteed delivery procedure if such procedure was utilized.

If you wish to tender your Shares in the Amended Offer and the certificates representing your Shares are not immediately available, or you cannot comply in a timely manner with the procedures for tendering your Shares by book-entry transfer, or cannot deliver all required documents to the Depositary by the expiration of the Amended Offer, you may tender your Shares in the Amended Offer by following the procedures for guaranteed delivery described in “THE AMENDED OFFER—Section 3. Procedures for Tendering Shares” of this Supplement.

* * *

Questions and requests for assistance may be directed to the Dealer Manager at its address and telephone number set forth on the back cover of this Supplement. Requests for additional copies of this Supplement, the Offer to Purchase, the revised (blue) Letter of Transmittal, the revised (grey) Notice of Guaranteed Delivery and other tender offer materials may be directed to the Dealer Manager. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

TABLE OF CONTENTS

SUMMARY TERM SHEET	i
INTRODUCTION	1
SPECIAL FACTORS	3
1. Background	3
2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger	5
3. Position of Purchaser Regarding Fairness of the Amended Offer and the Merger	6
4. Certain Projected Financial Information	8
5. Effects of the Amended Offer and the Merger	8
6. Conduct of the Company’s Business if the Amended Offer is not Completed	8
7. Appraisal Rights; “Going Private” Rules	8
8. Transactions and Arrangements Concerning the Shares	9
9. Related Party Transactions; Certain Transactions Between Purchaser, Cerberus and the Company	9
10. Interests of Certain Persons in the Amended Offer	10
THE OFFER	11
1. Terms of the Amended Offer	11
2. Acceptance for Payment and Payment for Shares	11
3. Procedures for Tendering Shares	11
4. Withdrawal Rights	12
5. Material United States Federal Income Tax Consequences of the Amended Offer and the Merger	12
6. Market and Trading Information	12
7. Possible Effects of the Amended Offer on the Market for the Shares; Listing; Exchange Act Registration and Margin Regulations	13
8. Certain Information Concerning the Company	13
9. Certain Information Concerning Purchaser and Cerberus	14
10. Source and Amount of Funds	14
11. Dividends and Distributions	14
12. Conditions of the Amended Offer	14
13. Certain Regulatory and Legal Matters	16
14. Fees and Expenses	19
15. Miscellaneous	19
ANNEX B SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT	B-1

This summary highlights selected information from this Supplement and may not contain all of the information that is important to you. This summary term sheet is not meant to be a substitute for the information contained in the remainder of this Supplement and the Offer to Purchase, and you should read carefully this entire Supplement and the Offer to Purchase and the other documents to which this Supplement refers to fully understand the Amended Offer. Section and heading references are included to direct you to a more complete description of the topics contained in this summary.

- Cerberus ABP Investor LLC (“Purchaser”) and Cerberus Capital Management, L.P. (“Cerberus”) have amended their offer to acquire all of the shares of common stock, \$0.01 par value per share (the “Shares”), of BlueLinx Holdings Inc. (the “Company”) not owned by Purchaser by increasing the offer price to \$4.00 per share, net to the Seller in cash (the “Amended Offer Price”) without interest and less any applicable withholding taxes, upon the terms and subject to the conditions in this Supplement, the Offer to Purchase and the related revised Letter of Transmittal (the “Amended Offer”). See “THE AMENDED OFFER—Section 1. Terms of the Amended Offer.”
- Purchaser currently owns approximately 55.37% of the outstanding Shares.
- The expiration date of the Amended Offer is 12:00 midnight, New York City time, on Friday, October 8, 2010, unless such date is extended further. See “THE AMENDED OFFER—Section 1. Terms of the Amended Offer.”
- The tender offer is conditioned upon, among other things:
 - the Special Committee shall have amended its “Solicitation/Recommendation Statement” on Schedule 14D-9 to affirmatively recommend the Amended Offer, or the Amended Offer as it may be further amended, and shall not have subsequently withdrawn or amended or modified (whether by further amendment to the Company’s Schedule 14D-9 or otherwise) in any manner adverse to Purchaser or Cerberus such affirmative recommendation of the Amended Offer, or the Amended Offer as it may be further amended (the “Special Committee Recommendation Condition”);
 - there being validly tendered and not withdrawn a number of Shares representing at least a majority of the Shares, excluding Shares owned by Purchaser and the officers and directors of the Company, issued and outstanding (including any Shares issued upon exercise of options) as of the date the Shares are accepted for payment pursuant to the Amended Offer (the “Minimum Tender Condition”); and
 - unless waived, there being validly tendered and not withdrawn a sufficient number of Shares such that, upon acceptance for payment and payment for the tendered Shares pursuant to the Amended Offer, Purchaser will own a number of Shares representing at least 90% of the issued and outstanding Shares as of the date the Shares are accepted for payment pursuant to the Amended Offer (the “90% Condition”).

The Amended Offer is not subject to any financing or due diligence condition. The Minimum Tender Condition and the Special Committee Recommendation Condition are not waivable. See “THE AMENDED OFFER—Section 12. Conditions to the Amended Offer.”

- If following the consummation of the Amended Offer, Purchaser owns 90% or more of the Shares, Purchaser will consummate a merger (the “Merger”) between the Company and Purchaser under the “short form” merger provisions of the Delaware General Corporation Law (the “DGCL”). Under the DGCL, Purchaser may effect a “short form” merger without the affirmative vote of, or prior notice to, the Company’s board of directors or stockholders if Purchaser owns at least 90% of each class of the Company’s stock. See “SPECIAL FACTORS—Section 5. Effects of the Amended Offer and the Merger.”
- Purchaser, Cerberus and the Company have agreed to enter into a Stockholder Agreement in the form filed as Exhibit (d)(iv) to the Schedule TO-T/A filed by Purchaser and Cerberus on September 22, 2010 providing that if the other conditions to the Amended Offer are satisfied or waived and Purchaser waives the 90% Condition and completes the Amended Offer, Purchaser and Cerberus will provide a subsequent offering period of not less than five business days, and, for so long as there is an outstanding public minority interest, (i) use their best efforts to maintain the Company’s status as a public reporting company or voluntarily make reports pursuant to the Securities Exchange Act of 1934 (the “Exchange Act”) and maintain listing of the Shares on the NYSE, NASDAQ Global Select Market or the OTCQX and (ii) obtain the approval or recommendation of a committee of independent directors of the Company prior to the

consummation of any open market purchases or other transactions (other than a short-form merger) to acquire all of the remaining publicly traded Shares. See “SPECIAL FACTORS—Section 8. Transactions and Arrangements Concerning the Shares.”

- The Amended Offer is not conditioned upon any financing arrangements. We estimate that we will need approximately \$58.4 million to consummate the Amended Offer and the Merger. Subject to the conditions of the Amended Offer being satisfied, investment funds managed by Cerberus will provide Purchaser with sufficient cash to consummate the Amended Offer and the Merger. Following the consummation of the Amended Offer and the Merger, Cerberus or its affiliates may offer to purchase the percentage interests in the Purchaser held by members of the Purchaser not affiliated with Cerberus (the “Non-Cerberus Members”) for an amount equal to the Amended Offer Price multiplied by the product of the Non-Cerberus Members’ percentage interest multiplied by 18,100,000. The aggregate consideration for the acquired percentage interests would be an amount up to \$8.8 million. Cerberus may make such offer to purchase following consummation of the Amended Offer and Merger to the Non-Cerberus Members, but there can be no assurances that Cerberus or its affiliates will make such an offer to the Non-Cerberus Members. See “THE AMENDED OFFER—Section 10. Source and Amount of Funds.”
- This is a “going private” transaction. If the Amended Offer and the Merger are completed:
 - Purchaser will own all of the equity interests in the Company;
 - the Company’s current stockholders other than Purchaser will no longer have any interest in the Company’s future earnings or growth;
 - the Company’s common stock will no longer trade on the New York Stock Exchange; and
 - the Company’s financial statements will no longer be publicly available.
- Purchaser and Cerberus may waive the 90% Condition and complete the Amended Offer, in which case any Shares not tendered in the Amended Offer or the subsequent offering period would remain outstanding. Purchaser and Cerberus have agreed that for so long as there is an outstanding public minority interest, Purchaser and Cerberus will (i) use their best efforts to maintain the Company’s status as a public reporting company or voluntarily make reports pursuant to the Exchange Act and maintain listing of the Shares on the NYSE, NASDAQ Global Select Market or the OTCQX and (ii) obtain the approval or recommendation of a committee of independent directors of the Company prior to the consummation of any open market purchases or other transactions (other than a short-form merger) to acquire all of the remaining publicly traded Shares.

See “THE AMENDED OFFER—Section 7. Possible Effects of the Amended Offer on the Market for the Shares; Listing; Exchange Act Registration and Margin Regulations.”

- Purchaser and Cerberus decided to increase the offer price and to agree to enter into the Stockholder Agreement as a result of discussions with the special committee of independent directors of the Company (the “Special Committee”). The Special Committee has not yet taken a position on the Amended Offer. We expect that the Special Committee will advise stockholders of the Company its position with respect to the Amended Offer. See “INTRODUCTION.”
- Stockholders of the Company who tender their Shares in the Amended Offer will, if the Amended Offer is completed, receive cash for their Shares sooner than stockholders who wait for the Merger, but stockholders who tender will not be entitled to demand a judicial appraisal of the fair value of their Shares following the Merger. If the Merger is completed, any stockholders who do not tender their Shares may exercise appraisal rights in accordance with Section 262 of the DGCL following notice of the Merger. See “SPECIAL FACTORS—Section 7. Appraisal Rights; “Going Private” Rules.”
- Purchaser and Cerberus believe that the Amended Offer Price being offered in the Amended Offer that unaffiliated stockholders will receive in the Merger is fair based on a number of factors, including:
 - that the Amended Offer Price represents a premium of approximately 59.4% to the closing price of \$2.51 for the Shares on July 21, 2010, the last trading day prior to the date on which Purchaser announced its intention to effect a tender offer for the outstanding Shares of the Company not owned by Purchaser at \$3.40 per Share (the “Original Offer”) and a premium of 37.5% to the volume-weighted average closing price for the 30 trading days prior to the first public announcement of the Original Offer;

- that the Amended Offer will provide an opportunity for the unaffiliated stockholders of the Company to sell their Shares without incurring typical brokerage or other transaction costs;
 - that neither the Amended Offer, if consummated, nor the Merger will constitute a change of control under the Company’s revolving credit facility or outstanding mortgage debt financing, whereas a similar transaction with an entity not affiliated with Cerberus could constitute a change of control under one or both such financing instruments, which in turn could require either or both such instruments to be refinanced or replaced on potentially materially more disadvantageous terms, and could also result in additional conditionality or delay in consummating such transaction;
 - that the consideration being offered in the Amended Offer and the Merger is entirely cash;
 - that, by Purchaser proceeding with a tender offer, the Company’s stockholders will be able to receive payment for their Shares earlier than would otherwise be the case if Purchaser sought to negotiate a merger agreement with the Company; and
 - that because of the limited trading volume of the Shares and small market capitalization of the Company, the Amended Offer and the Merger will provide liquidity to the unaffiliated stockholders of the Company that may not otherwise be obtainable without potentially materially adversely affecting the trading price of the Shares.
- Purchaser and Cerberus also believe that the corporate process by which the Amended Offer and the Merger are being pursued is fair to the unaffiliated stockholders based on a number of factors, including:
 - that the Special Committee Recommendation Condition is not waivable and provides procedural protection to the unaffiliated stockholders because the Amended Offer cannot be consummated unless the Special Committee determines that the Amended Offer Price is fair to the holders of Shares other than the Purchaser and recommends that stockholders of the Company accept the Amended Offer and tender their Shares pursuant to the Amended Offer;
 - that the Minimum Tender Condition is not waivable and provides procedural protection to the unaffiliated stockholders because the Amended Offer cannot be consummated unless a majority of the Shares held by unaffiliated stockholders are tendered in the Amended Offer;
 - that each unaffiliated stockholder will be able to decide voluntarily whether or not to tender and all stockholders that do not tender will receive the same consideration in the Merger (if the Merger is completed) as in the Amended Offer;
 - that if the 90% Condition is waived and Purchaser and Cerberus complete the Amended Offer, for as long as there is an outstanding public minority interest, Purchaser and Cerberus will (i) use their best efforts to maintain the Company’s status as a public reporting company or voluntarily make reports pursuant to the Exchange Act and maintain listing of the Shares on the NYSE, NASDAQ, Global Select Market or the OTCQX and (ii) obtain the approval or recommendation of a committee of independent directors of the Company prior to the consummation of any open market purchases or other transactions (other than a short-form merger) to acquire all of the remaining publicly traded Shares; and
 - that if the Merger is completed, stockholders who did not tender and who comply with the requirements of DGCL Section 262 will be entitled to appraisal rights.

See “SPECIAL FACTORS—Section 3. Position of Purchaser and Cerberus Regarding Fairness of the Amended Offer and the Merger.”

The following are some of the questions you, as a stockholder of the Company, may have and our answers to those questions. We urge you to read carefully the remainder of this Supplement, the Offer to Purchase and the revised Letter of Transmittal because the information in this summary is not complete. Additional important information is contained in the remainder of this Supplement, the Offer to Purchase and in the revised Letter of Transmittal.

Who is offering to buy my Shares?

Our name is Cerberus ABP Investor LLC, a Delaware limited liability company. Unless the context indicates otherwise, we will use the terms “us,” “we,” “our” and “Purchaser” in this Supplement to refer to Cerberus ABP Investor LLC.

Purchaser currently owns approximately 55.37% of the outstanding Shares. Purchaser is controlled by Cerberus Capital Management, L.P., a Delaware limited partnership (“Cerberus”). Cerberus is also deemed to be an Offeror for purposes of Rule 13E-3. See “THE AMENDED OFFER—Section 9. Certain Information Concerning Purchaser and Cerberus.”

Why are Purchaser and Cerberus amending their tender offer?

Purchaser and Cerberus are amending their tender offer to increase the offer price from \$3.40 per share (the “Original Offer Price”) to \$4.00 per share, in cash. The increased offer price represents an increase of 17.6% over the original \$3.40 per Share tender offer price, a premium of approximately 59.4% to the closing price of \$2.51 on July 21, 2010, the last trading day before the Purchaser announced its intention to commence the Original Offer, and a premium of approximately 37.5% to the volume-weighted average closing price for the 30 trading days prior to the first public announcement of the Original Offer. In addition, Purchaser, Cerberus and the Company have agreed to enter into a Stockholder Agreement in the form filed as Exhibit (d)(iv) to the Schedule TO-T/A filed by Purchaser and Cerberus on September 22, 2010 providing that if the other conditions to the Amended Offer are satisfied or waived and Purchaser waives the 90% Condition and completes the Amended Offer, Purchaser and Cerberus will provide a subsequent offering period of not less than five business days, and, for so long as there is an outstanding public minority interest, (i) use their best efforts to maintain the Company’s status as a public reporting company or voluntarily make reports pursuant to the Exchange Act and maintain listing of the Shares on the NYSE, NASDAQ Global Select Market or the OTCQX and (ii) obtain the approval or recommendation of a committee of independent directors of the Company prior to the consummation of any open market purchases or other transactions (other than a short-form merger) to acquire all of the remaining publicly traded Shares. See “SPECIAL FACTORS—Section 8. Transactions and Arrangements Concerning the Shares.”

Has the expiration date of the tender offer been changed?

Yes. The expiration date of the Amended Offer is 12:00 midnight, New York City time, on Friday, October 8, 2010, unless further extended. See “THE AMENDED OFFER—Section 1. Terms of the Amended Offer” in this Supplement.

If I already tendered my shares in the Original Offer, do I have to do anything now?

No. Company stockholders do not have to take any action regarding any Shares previously validly tendered and not withdrawn. If the Amended Offer is completed, these Shares will be accepted for payment and such stockholders will receive the Amended Offer Price of \$4.00 per Share.

What are the most significant conditions to the Amended Offer?

The Amended Offer is conditioned upon, among other things, (i) the Special Committee having amended its “Solicitation/Recommendation Statement” on Schedule 14D-9 to affirmatively recommend the Amended Offer and not having subsequently withdrawn or amended or modified (whether by further amendment to Schedule 14D-9 or otherwise) in any manner adverse to Purchaser or Cerberus such affirmative recommendation of the Amended Offer (the “Special Committee Recommendation Condition”), (ii) there being validly tendered and not withdrawn a number of Shares representing at least a majority of the Shares, excluding Shares owned by Purchaser and the officers and directors of the Company, issued and outstanding (including any Shares issued upon exercise of options) as of the date the Shares are accepted for payment pursuant to the Amended Offer (the “Minimum Tender Condition”) and (iii) unless waived, there being validly tendered and not withdrawn a sufficient number of Shares such that, upon acceptance for payment and payment for the tendered Shares pursuant to the Amended Offer, Purchaser will own a number of Shares representing at least 90% of the issued and outstanding Shares as of the date the Shares are accepted for payment pursuant to the Amended Offer (the “90% Condition”). The Amended Offer is not subject to any financing or due diligence condition. The Minimum Tender Condition and the Special Committee Recommendation Condition are not waivable but the 90% Condition and other conditions are waivable by Purchaser in its sole discretion. The Amended Offer is also subject to other conditions. See “THE AMENDED OFFER—Section 12. Conditions of the Amended Offer.”

What does the Company’s board of directors recommend?

The Special Committee has not yet taken a position on the Amended Offer. We expect that the Special Committee will advise stockholders of the Company of its position with respect to the Amended Offer. See “INTRODUCTION.”

You should review carefully the Company’s amended Schedule 14D-9 when filed with the SEC as it will contain important information.

What is the market value of my Shares as of a recent date?

On July 21, 2010, the last trading day before we announced our intention to commence the Original Offer, the closing price of Company's common stock reported on the NYSE was \$2.51 per Share. On September 22, 2010, the last trading day before commencement of the Amended Offer, the closing price of Company's common stock reported on the NYSE was \$3.40 per share. You should obtain a recent quotation for your Shares before deciding whether or not to tender. See "THE AMENDED OFFER—Section 6. Market and Trading Information."

The Depository has informed the Purchaser that as of the close of business on September 22, 2010, approximately 706,875 Shares have been tendered and not withdrawn.

Do you think that the Amended Offer and the Merger are fair to the stockholders of the Company that are unaffiliated with the Company?

Purchaser and Cerberus believe that the Amended Offer Price being offered in the Amended Offer and the consideration to be paid to stockholders in the Merger is fair based on a number of factors, including: that the Amended Offer Price represents a premium of approximately 59.4% to the closing price of \$2.51 for the Shares on July 21, 2010, the last trading day prior to the date on which Purchaser announced its intention to make the Original Offer and a premium of 37.5% to the volume-weighted average closing price for the 30 trading days prior to the first public announcement of the Original Offer; that the tender offer will provide an opportunity for the unaffiliated stockholders of the Company to sell their Shares without incurring typical brokerage or other transaction costs; that the consideration being offered in the Amended Offer and the Merger is entirely cash; that neither the Amended Offer, if consummated, nor the Merger will constitute a change of control under the Company's revolving credit facility or outstanding mortgage debt financing, whereas a similar transaction with an entity not affiliated with Cerberus could constitute a change of control under one or both such financing instruments, which in turn could require either or both such instruments to be refinanced or replaced on potentially materially more disadvantageous terms, and could also result in additional conditionality or delay in consummating such transaction; that, by Purchaser proceeding with a tender offer, the Company's stockholders will be able to receive payment for their Shares earlier than would otherwise be the case if Purchaser sought to negotiate a merger agreement; and that because of the limited trading volume of the Shares and small market capitalization of the Company, the Amended Offer and the Merger will provide liquidity to the unaffiliated stockholders of the Company that may not otherwise be obtainable without potentially materially adversely affecting the trading price of the Shares.

Purchaser and Cerberus also believe that the corporate process by which the Amended Offer and the Merger are being pursued is fair to the unaffiliated stockholders based on a number of factors, including: that the Minimum Tender Condition is not waivable and provides procedural protection to the unaffiliated stockholders because the Amended Offer cannot be consummated unless a majority of the Shares held by unaffiliated stockholders are tendered in the Amended Offer; that the Special Committee Recommendation Condition is not waivable and provides procedural protection to the unaffiliated stockholders because the Amended Offer cannot be consummated unless the Special Committee gives its recommendation that unaffiliated stockholders tender their Shares; that each unaffiliated stockholder will be able to decide voluntarily whether or not to tender and all stockholders that do not tender will receive the same consideration in the Merger (if the Merger is completed) as in the Amended Offer; that Purchaser and Cerberus have agreed to enter into a Stockholder Agreement with the Company providing that if the 90% Condition is waived and Purchaser and Cerberus complete the Amended Offer, Purchaser and Cerberus will provide a subsequent offering period of not less than five business days, and, for so long as there is an outstanding public minority interest, Purchaser and Cerberus will (i) use their best efforts to maintain the Company's status as a public reporting company or voluntarily make reports pursuant to the Exchange Act and maintain listing of the Shares on the NYSE, NASDAQ Global Select Market or the OTCQX and (ii) obtain the approval or recommendation of a committee of independent directors of the Company prior to the consummation of any open market purchases or other transactions (other than a short-form merger) to acquire all of the remaining publicly traded Shares; and that if the Merger is completed, stockholders who did not tender and who comply with the requirements of DGCL Section 262 will be entitled to appraisal rights.

Have any lawsuits been filed in connection with the Amended Offer?

Yes. Following the announcement of Purchaser's intent to make the Offer, on July 23, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Fulton County, Georgia commencing a purported class action lawsuit against Purchaser, Cerberus, the Company and each of the individual board members of the Company. The complaint, styled as *Kyle Habiniak v. Howard S. Cohen, et al* (Case No. 2010CV188733) (the "July 23rd Complaint"), alleged, among other things, that (1) Purchaser, the Company, and the individual board members of the Company breached their fiduciary duties; (2) Purchaser and the Company have aided and abetted the breaches of fiduciary duty; (3) Purchaser, the Company, and the individual board members are engaging in unfair self-dealing to the detriment of minority stockholders; and (4) the proposed consideration offered by Purchaser is

inadequate. This complaint sought, among other remedies, to enjoin the Offer and Merger and to rescind the proposed transaction, to the extent already implemented. On August 11, 2010, a Notice of Voluntary Dismissal was filed dismissing this action without prejudice. On August 13, 2010, a complaint styled as *Kyle Habiniak v. Howard S. Cohen, et al.* (C.A. No. 5720-VCL) and containing similar allegations to those in the July 23rd Complaint was filed in the Delaware Court of Chancery commencing a purported class action lawsuit against Purchaser, Cerberus, the Company and each of the individual board members of the Company (the “August 13th Complaint”). On August 18, 2010, an amended complaint was filed in the Delaware Court of Chancery (the “August 18th Complaint”). The August 18th Complaint contains similar allegations to the prior complaints filed by plaintiff *Habiniak*, alleging that Purchaser, Cerberus, the Company and each of the individual board members of the Company breached their fiduciary duties due to alleged material omissions and misstatements in the disclosure materials filed in connection with the Offer. The August 18th Complaint seeks similar remedies to those previously sought in the July 23rd Complaint.

On July 27, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Cobb County, Georgia commencing a purported class action lawsuit against Purchaser, the Company and each of the individual board members of the Company. The complaint, styled as *Joseph J. Hindermann v. BlueLinx Holdings Inc., et al.* (Case No. 101743548), alleges, among other things, that (1) Purchaser and the individual board members of the Company breached their fiduciary duties; (2) Purchaser is engaging in unfair self-dealing and acting to further its own interests at the expense of Company’s minority stockholders; and (3) the proposed consideration offered by Purchaser is inadequate. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the Offer and Merger; to rescind the proposed transaction, to the extent already implemented or, alternatively, the award of rescissory damages; and to impose a constructive trust in favor of the plaintiffs for any benefits received by the defendants as a result of their wrongful conduct.

On July 29, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Cobb County, Georgia commencing a purported class action lawsuit against Purchaser, Cerberus, the Company and each of the individual board members of the Company. The complaint, styled as *Andrew Markich v. BlueLinx Holdings, Inc., et al.* (Case No. 101759149), alleges, among other things, that (1) Purchaser, Cerberus, the Company and the individual board members of the Company breached their fiduciary duties; (2) Purchaser and the Company’s board of directors breached their fiduciary duties by taking actions designed to deter or halt any higher offers from potential acquirors; and (3) Purchaser failed to adequately inform the minority stockholders about the tender offer and allow the independent directors adequate time and opportunity to consider and react to the tender offer. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the Offer and Merger and any actions by the defendants and their representatives that impede or deter other potential acquirors of the Company.

On August 3, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Cobb County, Georgia commencing a purported class action lawsuit against Purchaser, the Company and each of the individual board members of the Company. The complaint styled as *Peter Jerszynski v. BlueLinx Holdings, Inc., et al.* (Case No. 101772948), alleges, among other things, that (1) Purchaser, the Company and the Company’s board of directors breached their fiduciary duties by failing to properly value the shares; (2) Purchaser and the Company have breached their fiduciary duty of candor by not disclosing material information to stockholders; (3) Purchaser aided and abetted the breaches of fiduciary duties by the board of directors; and (4) Purchaser, the Company and the Company’s board of directors are engaging in unfair self-dealing and acting to further their own interests at the expense of Company’s minority stockholders. The complaint seeks, among other remedies, declaratory relief holding that the Offer and Merger constitute breaches of Purchaser’s, the Company’s and the Company’s board members’ fiduciary duties and are therefore unlawful and unenforceable; both preliminary and permanent injunctions enjoining the Offer and Merger unless and until the defendants adopt and implement a procedure or process to (i) obtain the highest possible value for stockholders, and (ii) provide all material disclosures to stockholders; to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages; and to impose a constructive trust in favor of the plaintiffs for any benefits received by defendants as a result of their wrongful conduct.

On August 4, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Cobb County, Georgia commencing a purported class action lawsuit against Purchaser, Cerberus, the Company and each individual board member of the Company. The complaint, styled as *Richard T. Winter v. Cerberus ABP Investors LLC, et al.* (Case No. 101780848), alleges, among other things, that (1) Purchaser, the Company and the individual board members of the Company breached their fiduciary duties because the Offer Price is unfair and inadequate; (2) Purchaser, Cerberus and the Company have breached their fiduciary duties by failing to disclose material information or disclosing misleading information upon which stockholders must make an informed decision as to whether to tender their shares; and (3) Purchaser and Cerberus aided and abetted the breaches of fiduciary duty by the board of directors. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the Offer and Merger and to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages.

On August 6, 2010, plaintiffs in the *Hindermann*, *Jerszynski* and *Winter* actions jointly filed a motion for expedited proceedings and discovery in the Superior Court of Cobb County, Georgia. A hearing was held on plaintiffs’ motion to expedite on

August 16, 2010, during which the presiding judge denied the motion without prejudice to plaintiffs' ability to schedule additional hearings before the assigned judge in each case. On August 23, 2010, plaintiffs in the *Hindermann, Jerszynski, Winter* and *Markich* actions jointly filed a motion for preliminary injunction and renewed motion for expedited proceedings and discovery. On August 30, 2010, the *Hindermann, Jerszynski, Winter* and *Markich* actions were consolidated into an action styled *In re BlueLinx Holdings Inc. Stockholder Litigation* (Case No. 10-1-7435-48). Also on August 30, 2010, the Court held a hearing on plaintiffs' motion for preliminary injunction and renewed motion for expedited proceedings and discovery. By Order dated August 31, 2010, plaintiffs' motions were denied.

On August 10, 2010, Stadium Capital Qualified Partners, L.P. and Stadium Capital Partners, L.P., filed a lawsuit in the Delaware Court of Chancery against Purchaser, Cerberus and each of the individual board members of the Company. The complaint, styled *Stadium Capital Qualified Partners, L.P., et al. v. Cerberus ABP Investor LLC, et al.* (C.A. No. 5707-VCL), alleges, among other things, that (1) Purchaser, Cerberus, and the board members of the Company breached their fiduciary duties because the Offer Price is unfair and inadequate and because the Offer is structurally coercive; and (2) Purchaser and Cerberus breached their fiduciary duties because the Offer is misleading and omits material information upon which stockholders must make an informed decision as to whether to tender their shares. The complaint seeks, among other remedies, to enjoin the Offer and Merger and to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages.

On August 13, 2010, an individual stockholder of the Company filed a lawsuit in the Delaware Court of Chancery commencing a purported class action lawsuit against Purchaser, Cerberus, and each of the individual board members of the Company. The complaint, styled as *Weiyang Liang v. Howard S. Cohen, et al.* (C.A. No. 5721-VCL), alleges, among other things, that (1) Purchaser, Cerberus, and the board members of the Company breached their fiduciary duties because the Offer Price is unfair and inadequate; and (2) Purchaser and Cerberus breached their fiduciary duties of disclosure by disseminating materially misleading and incomplete information to the stockholders. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the Offer and Merger and to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages.

On August 16, 2010 and August 18, 2010, respectively, plaintiffs in the *Liang* and *Habiniak* actions filed motions for expedited proceedings and discovery in the Delaware Court of Chancery. On August 19, 2010, the Court held a telephonic hearing on plaintiffs' motions, during which the Court denied plaintiffs' request to expedite the proceedings. In addition to all parties in the *Liang* and *Habiniak* actions, plaintiffs in the *Stadium Capital* action also appeared at and participated in the August 19 hearing.

On August 13, 2010, an individual stockholder of the Company filed a lawsuit in the New York State Supreme Court of New York County, New York commencing a purported class action lawsuit against Purchaser. The complaint, styled as *Gabriella Centonze v. Cerberus ABP Investor LLC* (Index No. 651270/2010), alleges, among other things, that Purchaser breached its fiduciary duties because the Offer Price is unfair and inadequate and by failing to disclose material information or disclosing misleading information in connection with the Offer. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the Offer and Merger and to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages.

On August 18, 2010, plaintiff in the *Centonze* action filed an order to show cause seeking expedited proceedings. During a hearing on plaintiff's order to show cause held on August 31, 2010, plaintiff withdrew her motion seeking expedited proceedings.

Purchaser believes the allegations in each of these cases have no merit.

Whom can I call with questions about the Amended Offer?

You can call Merrill Lynch, Pierce, Fenner & Smith Incorporated, our dealer manager for the Amended Offer, toll-free at (888) 803-9655. See the back cover of this Supplement for additional information on how to contact our dealer manager.

To the Holders of Shares of BlueLinx Holdings Inc.:

INTRODUCTION

The following information amends and supplements the Offer to Purchase, dated August 2, 2010 (the "Offer to Purchase"), as previously amended by certain amendments to the Schedule TO filed with the Securities and Exchange Commission (the "SEC") by Purchaser. Cerberus ABP Investor LLC ("Purchaser") and Cerberus Capital Management, L.P. ("Cerberus") are proposing to acquire all of the shares of common stock, \$0.01 par value per share ("Shares"), of BlueLinx Holdings Inc. (the "Company") not owned by Purchaser, in a tender offer at a price of \$4.00 per Share, net to the seller in cash (the "Amended Offer Price"), without interest and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in this Supplement, the Offer to Purchase and in the revised (blue) Letter of Transmittal (the "Amended Offer").

The Amended Offer is conditioned upon, among other things, (i) the Special Committee having amended its "Solicitation/Recommendation Statement" on Schedule 14D-9 to affirmatively recommend the Amended Offer and not having subsequently withdrawn or amended or modified (whether by further amendment to Schedule 14D-9 or otherwise) in any manner adverse to Purchaser or Cerberus such affirmative recommendation of the Amended Offer (the "Special Committee Recommendation Condition"), (ii) there being validly tendered and not withdrawn a number of Shares representing at least a majority of the Shares, excluding Shares owned by Purchaser and the officers and directors of the Company, issued and outstanding (including any Shares issued upon exercise of options) as of the date the Shares are accepted for payment pursuant to the Amended Offer (the "Minimum Tender Condition") and (iii) unless waived, there being validly tendered and not withdrawn a sufficient number of Shares such that, upon acceptance for payment and payment for the tendered Shares pursuant to the Amended Offer, Purchaser will own a number of Shares representing at least 90% of the issued and outstanding Shares as of the date the Shares are accepted for payment pursuant to the Amended Offer (the "90% Condition"). The Amended Offer is not subject to any financing or due diligence condition. The Minimum Tender Condition and Special Committee Recommendation Condition are not waivable. The Amended Offer is also subject to certain other conditions. See "THE AMENDED OFFER—Section 12. Conditions of the Amended Offer."

Based on the Schedule 14D-9 filed by the Company, as of the close of business on August 12, 2010, there were 32,690,437 Shares issued and outstanding and no options exercisable at or below the Amended Offer Price.

Purchaser owns 18,100,000 Shares. Based on SEC filings by the Company, as of April 2, 2010, officers and directors of the Company beneficially own 3,021,648 Shares (excluding options).

Based on the foregoing, Purchaser estimates that there are approximately 11,568,789 Shares outstanding, excluding Shares owned by Purchaser and the officers and directors of the Company.

Accordingly, Purchaser believes that the Minimum Tender Condition would be satisfied if at least approximately 5,784,395 Shares (excluding Shares owned by Purchaser and the officers and directors of the Company) are validly tendered and not withdrawn prior to the Expiration Date. Purchaser has not verified this share capitalization information with the Company, and the actual number of Shares necessary to satisfy the Minimum Tender Condition may vary significantly from the number reported in this Supplement.

The Amended Offer will expire at 12:00 midnight, New York City time, on Friday, October 8, 2010, or any later time to which we extend the period of time during which the Amended Offer is open. The term “Expiration Date” means 12:00 midnight, New York City time, on Friday, October 8, 2010, or any later time to which Purchaser extends the period of time during which the Amended Offer is open, in which event the term “Expiration Date” means the latest time and date at which the Amended Offer, as so extended, expires.

The Special Committee has not yet taken a position on the Amended Offer. We expect that the Special Committee will advise stockholders of the Company of its position with respect to the Amended Offer.

You should review carefully the Company’s amended Schedule 14D-9 when filed with the SEC as it will contain important information.

Shares previously validly tendered and not withdrawn constitute valid tenders for purposes of the Amended Offer. Stockholders are not required to take any further action with respect to such Shares in order to receive the Amended Offer Price, if such Shares are accepted for payment and paid for by the Purchaser pursuant to the Amended Offer, except as may be required by the guaranteed delivery procedure if such procedure was used. See “The OFFER—Section 4. Withdrawal Rights” of the Offer to Purchase for the procedures for withdrawing Shares tendered pursuant to the Amended Offer.

The Depositary has informed the Purchaser that as of the close of business on September 22, 2010, approximately 706,875 Shares have been tendered and not withdrawn.

The purpose of the Amended Offer is to acquire all of the outstanding Shares that are not owned by Purchaser. Purchaser currently owns 55.37% of the outstanding Shares. If the Amended Offer is completed and the 90% Condition is satisfied, Purchaser will cause the “short-form” merger of Purchaser and the Company (the “Merger”) in accordance with the DGCL without prior notice to, or any action by, any other stockholder or the board of directors of the Company. The Merger will result in each then outstanding Share (other than Shares owned by Purchaser and holders who duly exercise appraisal rights under Delaware law) being converted into the right to receive the same amount of cash consideration as is paid in the Amended Offer. See “SPECIAL FACTORS—Section 7. Appraisal Rights; ‘Going Private’ Rules.” If the other conditions to the Amended Offer are satisfied or waived and Purchaser waives the 90% Condition and completes the Amended Offer, Purchaser may seek the approval or the recommendation of the independent directors of the Company to engage in open market or privately negotiated purchases of Shares to obtain enough Shares to enable Purchaser to effect a short-form merger or to propose that the Purchaser and the Company enter into a merger agreement, or leave the public minority interest outstanding. See “SPECIAL FACTORS—Section 6. Conduct of the Company’s Business if the Amended Offer is not Completed.”

Appraisal rights are not available in connection with the Amended Offer. However, if the Merger is consummated, appraisal rights will be available to stockholders of the Company who do not tender their Shares into the Amended Offer and who comply with the applicable procedures under DGCL Section 262. See “SPECIAL FACTORS—Section 7. Appraisal Rights; ‘Going Private’ Rules.”

If your Shares are registered in your name and you tender directly to the Depositary (as defined below), you will not be obligated to pay brokerage fees or commissions or, subject to Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by us pursuant to the Amended Offer. If you hold your Shares through a broker, dealer, bank, trust company or other nominee, you should check with your broker, dealer, bank, trust company or other nominee as to whether they charge any service fees. However, if you do not complete and sign the Form W—9 that is included in the Letter of Transmittal, or a Form W-8BEN or other Form W—8, as applicable, you may be subject to a required backup federal income tax withholding of 28% of the gross proceeds payable to you. Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be refunded or credited against your U.S. federal income tax liability. See “THE AMENDED OFFER—Section 5. Material United States Federal Income Tax Consequences of the Amended Offer and the Merger” for more information regarding the material tax consequences of the Amended Offer and the Merger to holders of Shares.

Purchaser will pay all fees and expenses of Registrar and Transfer Company, as depositary (the “Depositary”), and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as dealer manager, incurred in connection with the Amended Offer. See “THE AMENDED OFFER—Section 3. Procedures for Tendering Shares.”

The Amended Offer is made only for Shares not currently owned by Purchaser.

THIS AMENDED OFFER DOES NOT CONSTITUTE A SOLICITATION OF PROXIES OR CONSENTS. ANY SUCH SOLICITATION WHICH PURCHASER MIGHT MAKE WILL BE MADE PURSUANT TO SEPARATE PROXY OR CONSENT SOLICITATION MATERIALS COMPLYING WITH THE REQUIREMENTS OF SECTION 14(a) OF THE EXCHANGE ACT.

This Supplement, the first supplement to the Offer to Purchase, the Offer to Purchase and the related Letter of Transmittal contain important information and you should read each carefully and in their entirety before any decision is made with respect to the Amended Offer.

SPECIAL FACTORS

1. Background

The discussion set forth in “SPECIAL FACTORS—Section 1. Background” in the Offer to Purchase is hereby amended and supplemented with the information concerning the position of the Company with respect to the Original Offer and the Amended Offer and Merger contained in the “INTRODUCTION” to this Supplement. Such discussion is also supplemented as follows:

Cerberus’s investment committee conducted a meeting on July 7, 2010 to discuss the possibility of Cerberus taking the Company private, at which representatives of Schulte Roth & Zabel (“SRZ”), legal counsel to Purchaser and Cerberus, were present. As part of the process of exploring the financial, strategic and legal aspects of a tender offer by Purchaser and Cerberus, Purchaser and Cerberus had a conference call on July 21, 2010 with representatives of SRZ and Richards, Layton & Finger, P.A. (“RLF”), Delaware counsel to Purchaser and Cerberus, on which the participants discussed the structural, timing and documentation considerations to be taken into account if Cerberus and Purchaser were to proceed with a tender offer.

Purchaser and Cerberus decided to pursue the Offer at this time because Purchaser and Cerberus believe acquiring the Shares not currently owned by Purchaser is an attractive investment opportunity. Purchaser and Cerberus believe that the level of U.S. housing starts, which is a key determinant of the Company’s revenues and which experienced a steep decline from 2006 to date, has begun to stabilize. Purchaser and Cerberus believe that the number of U.S. housing starts will gradually recover, although the timing and pace of that recovery remains uncertain. Purchaser and Cerberus also believe that as a privately held corporation, the Company will have greater operating flexibility to manage its business and benefit from the reduction of expenses associated with being a public company. Having determined to launch the Offer, Purchaser and Cerberus carefully evaluated a number of factors in considering the Offer Price, with no single factor being determinative. These factors included the matters discussed in “SPECIAL FACTORS — Section 2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger”, the financial and operating projections of the Company described in “SPECIAL FACTORS — Section 4. Certain Projected Financial Information” and the historical trading prices of the Shares.

On August 4, 2010, representatives of Citadel Securities LLC (“Citadel”), the Special Committee’s financial advisor, at the direction of the Special Committee, had a telephone conversation with Steven Mayer and Robert Warden, representatives of Cerberus, in which Citadel requested that Cerberus consider increasing its offer price per Share. The representatives of Cerberus indicated that they would consider this request and would respond to Citadel in the next several days.

On August 5, 2010, the Company provided Purchaser with the stockholder information requested by Purchaser pursuant to Section 220 of the DGCL.

On August 10 and 11, 2010, Steven Mayer, on behalf of Cerberus, and representatives of Citadel had further discussions about the Special Committee’s request and Cerberus suggested that the Special Committee propose a price range within which the Special Committee would be able to provide a favorable recommendation.

On August 11, 2010, representatives of the Special Committee contacted representatives of Cerberus to request that Cerberus extend the expiration of the Original Offer for 10 business days, from Friday, August 27, 2010 until September 13, 2010. The representatives of the Special Committee informed Cerberus that the Special Committee believed that such an extension would be appropriate in order to ensure that the Special Committee has sufficient time to evaluate all relevant information to enable it to reach a determination on, and to publish to stockholders, the Special Committee’s position with respect to the Original Offer, and to allow the Company’s stockholders to have sufficient time to consider and evaluate the Original Offer and the Company’s, and the Special Committee’s, position with respect thereto. On August 13, 2010, SRZ informed Jones Day that Purchaser and Cerberus were willing to extend the expiration date of the Original Offer for five business days, to September 3, 2010, and that Purchaser and Cerberus would announce the extension as soon as practicable following the filing of the Company’s Schedule 14D-9 with the SEC.

On August 13, 2010, the Company filed its Schedule 14D-9 with the SEC stating:

The Special Committee requests that the stockholders take no action and not tender their Shares with respect to the Offer at the current time and instead defer making a determination whether to accept or reject the Offer until the Special Committee has advised the stockholders of the Special Committee’s position or recommendation, if any, with respect to the Offer.

The Special Committee is unable to take a position with respect to the Offer at the present time because it has not yet completed a full and deliberate review and evaluation of the material terms

and provisions of the Offer, and the prospects and projections of the Company, with the Special Committee's legal and financial advisors, sufficient to enable the Special Committee to take an informed position with respect to the Offer and to discharge properly its fiduciary duties under applicable law. The Special Committee expects that, in the near future, after the Special Committee has completed its review and evaluation of the Offer, it will be able to cause the Company to inform its stockholders as to whether the Special Committee has determined (i) to recommend acceptance or rejection of the Offer; (ii) to express no opinion and remain neutral toward the Offer; or (iii) to state that it is unable to take a position with respect to the Offer.

Subsequently, on August 13, 2010, Purchaser and Cerberus extended the expiration date of the Offer to 12:00 midnight, New York City time, on September 3, 2010, as announced in Purchaser and Cerberus' press release issued on August 13, 2010 and filed on Schedule TO-T/A. Purchaser and Cerberus further extended the Offer an additional five business days from the previously scheduled expiration date by filing a Schedule TO-T/A and issuing a press release on each of August 26, 2010, September 1, 2010, September 10, 2010 and September 17, 2010 to permit Purchaser and Cerberus further opportunities to discuss and negotiate the terms of the Original Offer with the Special Committee.

On August 16, 2010, representatives of Citadel and Steven Mayer had a conversation in which, in response to Cerberus' request for a proposed price range within which the Special Committee would be comfortable making a favorable recommendation, Citadel stated that the Special Committee would be comfortable making a favorable recommendation at a \$5.00 per Share offer price. Mr. Mayer indicated that the price suggested by Citadel was significantly more than what Purchaser and Cerberus were currently willing to offer based on their valuation of the Company but that he would discuss the Special Committee's position with other representatives of Cerberus, and the meeting concluded without any agreement.

On August 17, 2010, Mr. Mayer informed representatives of Citadel that Purchaser and Cerberus had discussed the Special Committee's position and while Purchaser and Cerberus were not willing to increase the offer price to \$5.00, they would discuss an increase in the offer price in the \$3.75 to \$4.00 per Share range. Mr. Mayer indicated that the top of that range was a very full value for the Company in light of, among other things, prevailing industry conditions.

On August 18, 2010, representatives of Citadel and Steven Mayer of Cerberus further discussed the terms of the Offer. Representatives of Citadel informed Mr. Mayer that the Special Committee was concerned about protecting the minority stockholders who did not tender if Purchaser completed the tender but waived the 90% Condition. Representatives of Citadel expressed the view that if Purchaser and Cerberus were willing to agree to certain procedural protections, the Special Committee might be able to recommend a \$4.25 per Share offer price. Mr. Mayer responded that Cerberus would need to understand more specifically the procedural protections envisioned by the Special Committee and that a \$4.25 per Share offer price was more than Purchaser and Cerberus were willing to pay based on their valuation of the Company.

On August 18, 2010, SRZ and Jones Day, legal counsel to the Special Committee, discussed the procedural protections requested by the Special Committee. Jones Day explained that the Special Committee requested that if Purchaser and Cerberus waived the 90% Condition and closed the Offer that Purchaser and Cerberus would agree to provide a subsequent offering period, and, for so long as there is an outstanding public minority interest, (i) maintain the Company's status as a public reporting company or voluntarily make reports pursuant to the Securities Exchange Act of 1934 (the "Exchange Act") and maintain listing of the Shares on the NYSE, NASDAQ Global Select Market or the OTCQX and (ii) obtain the approval of a committee of independent directors of the Company if Purchaser and Cerberus made any open market purchases or otherwise acquire (other than pursuant to a short-form merger) all of the remaining publicly traded Shares (the "Minority Procedural Protections"). Following the discussion, SRZ conveyed the proposed Minority Procedural Protections to Cerberus.

On August 19, 2010, Purchaser and Cerberus amended the Original Offer to include the Special Committee Recommendation Condition and filed an Amendment No. 2 to the Tender Offer Statement and Rule 13E-3 Transaction Statement filed with the SEC on August 2, 2010, which included the first supplement to the Offer to Purchase and a press release describing the Special Committee Recommendation Condition.

On August 19, 2010, Mr. Mayer conveyed to representatives of Citadel that Purchaser and Cerberus might be willing to agree to the Minority Procedural Protections, subject to review of the relevant language, but requested that for purposes of the Minority Procedural Protections, the Special Committee's recommendation of the Amended Offer Price satisfy this requirement for future merger transactions initiated within a specified time period after the closing of the Offer.

On August 20, 2010, SRZ and Jones Day discussed Cerberus' proposed modification of the Minority Procedural Protections. Jones Day expressed the Special Committee's view that, while they appreciated Cerberus' concern, the independent directors would

need to make a decision based on the facts as they existed at the time of a proposed acquisition of the public minority Shares to comply with their fiduciary duties and therefore the Special Committee would not agree to Cerberus' proposed modification of the Minority Procedural Protections.

On August 20, 2010, Mr. Mayer discussed with representatives of Citadel the terms of the Original Offer and Cerberus' requested modification of the proposed Minority Procedural Protections. Representatives of Citadel expressed that the Special Committee would not agree to Cerberus' modification of the proposed Minority Procedural Protections. Mr. Mayer informed representatives of Citadel that Cerberus was not willing to increase the offer price above \$4.00 per Share and that Purchaser and Cerberus were prepared to let the Original Offer expire if an agreement on the offer price and terms could not be reached. Based on further discussions with Citadel, Mr. Mayer indicated that Cerberus would discuss internally whether Cerberus would be willing to increase the offer price to \$4.00 per Share and accept the Minority Procedural Protections in the form generally proposed by the Special Committee. Representatives of Citadel stated that the Special Committee would likely be comfortable making a favorable recommendation with respect to the Amended Offer if Purchaser increased the offer price to \$4.00 per Share and agreed to the Minority Procedural Protections in the form requested by the Special Committee.

On August 23, 2010, Cerberus' investment committee held a meeting, in which representatives of SRZ and RLF participated, to discuss the advisability of increasing the offer price to \$4.00 per Share and accepting the Minority Procedural Protections in the form requested by the Special Committee.

Between August 25, 2010 and September 22, 2010, SRZ, representatives of Cerberus and Jones Day negotiated the terms of a draft stockholder agreement among Purchaser, Cerberus and the Company reflecting the proposed Minority Procedural Protections, discussed Cerberus' ongoing internal consideration of the advisability of increasing the offer price to \$4.00 per Share, and the status of the lawsuits filed in connection with the Original Offer.

On September 22, 2010, Purchaser and Cerberus agreed to the form of stockholder agreement reflecting the Minority Procedural Protections, increased the offer price to \$4.00 per Share, extended the Expiration Date of the Amended Offer to 12:00 midnight on Friday, October 8, 2010 and filed a Schedule TO-T/A commencing the Amended Offer which included this Supplement and a press release announcing the terms of the Amended Offer as exhibits thereto.

2. Purpose and Reasons for the Amended Offer; Plans for the Company After the Amended Offer and the Merger

The discussion set forth in "SPECIAL FACTORS—Section 2. Purpose and Reasons for the Offer; Plans for the Company After the Offer and the Merger" in the Offer to Purchase is hereby amended and supplemented as follows:

Having decided to engage in a going private transaction, Purchaser and Cerberus considered transaction structure alternatives of negotiating a merger with the Company or making a cash tender offer followed by a short-form merger. In structuring the transaction as a tender offer subject to the Minimum Tender Condition and the 90% Condition followed by the Merger, Purchaser and Cerberus considered, among other things, the following:

- a tender offer followed by a merger is a common means of effecting a going private transaction;
- each unaffiliated stockholder would individually determine whether to accept the Amended Offer Price in exchange for their shares;
- inclusion of the Minimum Tender Condition provides procedural fairness to unaffiliated stockholders of the Company in responding to the Amended Offer;
- unaffiliated stockholders of the Company would most likely receive payment for their Shares sooner in a tender offer than if Purchaser pursued a negotiated merger transaction;
- no separate approval of the Board is required to commence the Amended Offer, as the Amended Offer is made directly to the Company's stockholders;
- the Minority Procedural Protections requested by the Special Committee; and
- if the 90% Condition is satisfied, we will consummate the Merger in which public stockholders who did not tender in the Amended Offer and who do not seek appraisal rights will be paid the same amount of cash per Share as stockholders who tendered in the Amended Offer.

Alternative means to acquire all of the Shares not owned by Purchaser were expected to ultimately be more expensive to Purchaser and Cerberus than the Amended Offer and the Merger or to take longer to accomplish than the Amended Offer and the Merger, and therefore less desirable to Purchaser and Cerberus.

3. Position of Purchaser and Cerberus Regarding Fairness of the Amended Offer and the Merger

The discussion set forth in “SPECIAL FACTORS—Section 3. Position of Purchaser and Cerberus Regarding Fairness of the Offer and the Merger” in the Offer to Purchase is hereby amended and supplemented as follows:

The rules of the SEC require Purchaser and Cerberus to express their beliefs as to the fairness of the Original Offer, the Amended Offer and the Merger to stockholders of the Company who are not affiliated with the Company.

Fairness of the Original Offer—Purchaser and Cerberus continue to believe that the Original Offer Price to be received by the unaffiliated stockholders of the Company pursuant to the Original Offer and the Merger was fair to such unaffiliated stockholders. Purchaser bases its belief on the following factors, each of which, in its judgment, supports its views as to the fairness of the Original Offer and the Merger:

- Recent and historical market prices of the Shares, including that the Original Offer Price represented a premium of approximately 35.5% to the closing price of \$2.51 for the Shares on July 21, 2010, the last trading day prior to the date on which Purchaser announced its intention to make the Original Offer and a premium of 16.8% to the volume-weighted average closing price for the 30 trading days prior to the first public announcement of the Original Offer.
- The Original Offer provided the Company’s unaffiliated stockholders who were considering selling their Shares with the opportunity to sell their Shares at the Original Offer Price without incurring the transaction costs typically associated with market sales.
- The Original Offer Price would be paid in cash.
- That neither the Original Offer, if consummated, nor the Merger would constitute a change of control under the Company’s revolving credit facility or outstanding mortgage debt financing, whereas a similar transaction with an entity not affiliated with Cerberus could constitute a change of control under one or both such financing instruments, which in turn could require either or both such instruments to be refinanced or replaced on potentially materially more disadvantageous terms, and could also result in additional conditionality or delay in consummating such transaction.
- That, by proceeding with a tender offer, the Company’s stockholders would be able to receive payment for their Shares earlier than would otherwise be the case if Purchaser sought to negotiate a merger agreement.
- The Original Offer was not subject to any financing or due diligence condition.
- That because of the limited trading volume of the Shares and small market capitalization of the Company, the Original Offer and the Merger would provide liquidity to the unaffiliated stockholders of the Company that may not otherwise be obtainable without potentially materially adversely affecting the trading price of the Shares.

In addition, Purchaser and Cerberus believe that the Original Offer was procedurally fair to unaffiliated stockholders of the Company based on the following factors:

- The Minimum Tender Condition, which was not waivable, provided procedural protection to the unaffiliated stockholders because the Original Offer could not be consummated unless a majority of the Shares held by unaffiliated stockholders were tendered in the Original Offer.
- Each of the unaffiliated stockholders would be able to decide voluntarily whether or not to tender their Shares in the Original Offer, and if the Original Offer and the Merger were completed and a stockholder elected not to tender, that stockholder would receive the same amount of cash per Share in the Merger as that stockholder would have received if that stockholder had tendered into the Original Offer.
- If the Merger was completed, stockholders who did not tender their Shares into the Original Offer and who complied with the requirements of DGCL Section 262 would be entitled to a judicial determination of the “fair value” of their Shares, which could be greater than, less than or the same as the Original Offer Price.

We also considered the following factors, each of which we considered to be negative in our considerations concerning fairness of the terms of the transaction:

- Stockholders who tendered Shares into the Original Offer or whose Shares were converted into the right to receive cash in the Merger would not participate in the future earnings or growth, if any, of the Company.
- The Shares had in the past traded at higher levels than the Original Offer Price and stockholders of the Company may have acquired their Shares at prices higher than the recent trading prices or the Original Offer Price.
- The financial interests of Purchaser were adverse to the financial interests of the Company's stockholders unaffiliated with Cerberus. In addition, as described under "SPECIAL FACTORS—Section 10. Interests of Certain Persons in the Offer," in the Offer to Purchase, officers and directors of the Company had actual or potential conflicts of interest in connection with the Original Offer and the Merger.
- The sale of Shares in the Original Offer and Merger was generally taxable to stockholders.

Purchaser and Cerberus did not find it practicable to assign, nor did Purchaser or Cerberus assign, relative weights to the individual factors considered in reaching its conclusion regarding fairness.

In reaching its conclusion as to fairness, although Purchaser and Cerberus analyzed the Company's total enterprise value, which included estimates of the value of certain of the Company's assets in that analysis, Purchaser and Cerberus did not consider the liquidation value of the Company's assets because Purchaser and Cerberus consider the Company to be a viable going concern. In addition, the liquidation of the Company's assets was not considered to be a viable course of action based on Purchaser and Cerberus' desire for the Company to continue to conduct its business. Therefore, an appraisal of liquidation value was not sought for purposes of valuing the Shares, and Purchaser and Cerberus believed that the liquidation value of the Company was irrelevant to a determination as to whether the Original Offer was fair to unaffiliated stockholders. Purchaser and Cerberus considered numerous factors in analyzing the enterprise value of the Company, including the Purchaser Projections, the Company's historical and projected revenues and costs, historical and projected cash flows of the Company, including the impact of working capital needs, and the amount and value of the Company's assets and liabilities, including the Company's owned real estate and the terms of the indebtedness related thereto. No fairness opinion or other reports, opinions or appraisals were obtained by Purchaser or Cerberus in connection with the Original Offer or the Amended Offer.

Purchaser and Cerberus did not consider net book value, which is an accounting concept, as a factor because we believe that net book value is not a material indicator of the value of the Company as a going concern but rather is indicative of historical costs. The Company's net book value per share as of July 3, 2010, calculated by dividing total stockholders' equity by the number of Shares outstanding, was \$1.05.

While Purchaser and Cerberus did not establish a specific going concern value for the Shares, Purchaser and Cerberus implicitly considered the going concern value of the Company by taking into account, as discussed above and described in "SPECIAL FACTORS - Section 4. Certain Projected Financial Information," the Company's current and anticipated business, financial condition, results of operations and prospects, expectations of profitability and other forward looking matters.

We are not aware of any firm offers made for the Company during the past two years and in any event have no current intention of selling the Shares that we own, and therefore did not consider any such offers in reaching our conclusion as to fairness.

Purchaser and Cerberus' consideration of the factors described above reflects their assessment of the fairness of the Original Offer Price to the Company's unaffiliated stockholders in relation to the going concern value of the Company on a stand-alone basis.

The foregoing discussion of the information and factors considered by Purchaser and Cerberus is not intended to be exhaustive, but is believed to include the material factors considered by Purchaser and Cerberus. Purchaser and Cerberus' views as to the fairness of the Original Offer to stockholders of the Company should not be construed as a recommendation to any stockholder as to whether that stockholder should tender such stockholder's Shares in the Amended Offer.

Fairness of the Amended Offer—The rules of the SEC require Purchaser and Cerberus to express their belief as to the fairness of the Amended Offer and the Merger to stockholders of the Company who are not affiliated with the Company. Purchaser and Cerberus, as discussed above, continue to believe that the Original Offer Price offered to unaffiliated stockholders of the Company pursuant to the Original Offer and Merger was fair to such unaffiliated stockholders. Therefore, Cerberus and Purchaser

believe that the Amended Offer Price, which represents an increase of \$0.60 per Share over the Original Offer Price, is fair to the unaffiliated stockholders of the Company.

In addition to the factors set forth above that support Purchaser and Cerberus' determination that the Original Offer Price is fair to unaffiliated stockholders of the Company, Purchaser and Cerberus considered the following factors in their determination that the Amended Offer Price is fair to unaffiliated stockholders of the Company:

- Recent and historical market prices of the Shares, including that the Amended Offer Price represents a premium of approximately 59.4% to the closing price of \$2.51 for the Shares on July 21, 2010, the last trading day prior to the date on which Purchaser announced its intention to make the Original Offer and a premium of 37.5% to the volume-weighted average closing price for the 30 trading days prior to the first public announcement of the Original Offer; and
- The inclusion of the Minority Procedural Protections requested by the Special Committee.

In addition, Purchaser and Cerberus believe that the corporate process by which the Amended Offer and Merger are being pursued is fair to stockholders of the Company who are not affiliated with the Company, based on the following factors:

- That the Special Committee Recommendation Condition is not waivable and provides procedural protection to the unaffiliated stockholders because the Amended Offer cannot be consummated unless the Special Committee affirmatively recommends the Amended Offer; and
- Purchaser, Cerberus and the Company have agreed to enter into a Stockholder Agreement in the form filed as Exhibit (d)(iv) to the Schedule TO-T/A filed by Purchaser and Cerberus on September 22, 2010 providing that if the other conditions to the Amended Offer are satisfied or waived and Purchaser waives the 90% Condition and completes the Amended Offer, Purchaser and Cerberus will provide a subsequent offering period of not less than five business days, and, for so long as there is an outstanding public minority interest, (i) use their best efforts to maintain the Company's status as a public reporting company or voluntarily make reports pursuant to the Exchange Act and maintain listing of the Shares on the NYSE, NASDAQ Global Select Market or the OTCQX and (ii) obtain the approval or recommendation of a committee of independent directors of the Company prior to the consummation of any open market purchases or other transactions (other than a short-form merger) to acquire all of the remaining publicly traded Shares.

4. Certain Projected Financial Information

A discussion of certain projected financial information is set forth in "SPECIAL FACTORS—Section 4. Certain Projected Financial Information" in the Offer to Purchase.

5. Effects of the Amended Offer and the Merger

The discussion set forth in "SPECIAL FACTORS—Section 5. Effects of the Offer and Merger" in the Offer to Purchase is hereby amended and supplemented as follows:

As a result of the Amended Offer, the direct and indirect interest of Purchaser in the Company's net book value and net income will increase to the extent of the number of Shares acquired under the Amended Offer. The Company's net book value per share as of July 3, 2010, calculated by dividing total stockholders' equity by the number of Shares outstanding, was \$1.05. Following consummation of the Merger, Purchaser's direct interest in such items will increase to 100%, and Purchaser will be entitled to all benefits from that interest, including all income generated by the Company's operations and any future increase in the Company's value. Similarly, if the Amended Offer and Merger are completed, Purchaser will also bear the entire risk of losses generated by the Company's operations and any decrease in the value of the Company after the Merger.

6. Conduct of the Company's Business if the Amended Offer is not Completed

A discussion of the conduct of the Company's business if the Amended Offer is not completed is set forth in "SPECIAL FACTORS—Section 6. Conduct of the Company's Business if the Offer is not Completed" in the Offer to Purchase.

7. Appraisal Rights; "Going Private" Rules

A discussion of dissenters' appraisal rights and rules under the Exchange Act applicable to "going private" transactions is set forth in "SPECIAL FACTORS—Section 7. Appraisal Rights; 'Going Private' Rules" in the Offer to Purchase.

8. Transactions and Arrangements Concerning the Shares

The discussion set forth in "SPECIAL FACTORS—Section 8. Transactions and Arrangement Concerning the Shares" in the Offer to Purchase is hereby amended and supplemented as follows:

Stockholder Agreement

Purchaser, Cerberus and the Company have agreed to enter into a stockholder agreement (the "Stockholder Agreement"). The following summary of the Stockholder Agreement does not purport to be complete and is qualified in its entirety by reference to the Stockholder Agreement, which is filed as Exhibit (d)(iv) to Amendment No. 7 to the Schedule TO and which is incorporated herein by reference. Pursuant to the Stockholder Agreement, Purchaser and Cerberus agree that if Purchaser and Cerberus waive the 90% Condition and complete the Amended Offer, then Purchaser, Cerberus and the Company will take the actions described below. The Stockholder Agreement will be effective from the time Purchaser and Cerberus consummate the Amended Offer by accepting for payment and paying for all Shares validly tendered in the Amended Offer until the time that Purchaser acquires 100% of outstanding Shares of the Company, whether through effecting a short-form merger in accordance with Section 267 of the DGCL or otherwise (the "Minority Stub Period").

- Purchaser and Cerberus will provide a subsequent offering period in accordance with Rule 14d-11 of the Exchange Act of no less than 5 business days, commencing no later than the first business day following the expiration date of the Amended Offer. Purchaser and Cerberus shall accept for payment and pay for, as promptly as practicable, all Shares validly tendered in the subsequent offering period.
- During the Minority Stub Period, the Company will and Purchaser and Cerberus will use their best efforts to (x) maintain the Company's status as a public reporting company under the rules and regulations of the Exchange Act or voluntarily file reports under the Exchange Act and (y) cause the Shares to continue to be listed for trading on the New York Stock Exchange ("NYSE") or if not eligible for continued listing, then the NASDAQ Global Select Market or OTCQX.
- During the Minority Stub Period, the board of directors of the Company shall consist of at least three directors who are independent (the "Independent Directors") within the meaning of the rules of the NYSE. Upon the commencement of the Minority Stub Period, the Company shall form a committee of at least three Independent Directors (the "Independent Committee") whose prior approval by a majority of the Independent Committee shall be required for any action taken by the Company under the Stockholder Agreement.
- During the Minority Stub Period, neither Purchaser nor Cerberus nor any of their affiliates or representatives shall (a) consummate any acquisition of any assets or equity securities of the Company other than pursuant to a short-form merger or (b) consummate any transaction or enter into any merger, business combination or similar transaction with the Company other than pursuant to a short-form merger, in each case, without the approval of, or, in the case of a tender offer, the affirmative recommendation of, a majority of the Independent Committee.
- The Stockholder Agreement terminates upon the earlier of (i) the date the Amended Offer is terminated or withdrawn, (ii) the date the Minority Stub Period ends in accordance with the terms and conditions of the Stockholders Agreement and (iii) the date the Special Committee Recommendation Condition is no longer satisfied.

9. Related Party Transactions; Certain Transactions Between Purchaser, Cerberus and the Company

The discussion set forth in "SPECIAL FACTORS—Section 9. Related party Transactions; Certain Transactions Between Purchaser and the Company" in the Offer to Purchase is hereby amended and supplemented as follows:

The Company and certain of its affiliates, directors and executive officers have engaged in certain transactions and are parties to certain arrangements with Purchaser, Cerberus and certain of its affiliates. Information regarding these transactions, including the amounts involved, is set forth below, as well as in the Company's Proxy Statement for its May 20, 2010 Annual Meeting of Stockholders under the headings "Certain Relationships and Related Transactions" and "Director Compensation for 2009" and the Company's Annual Report on Form 10-K for the year ended January 2, 2010 under Note 14 to the Consolidated Financial Statements of the Company.

Cerberus retains consultants that specialize in operations management and support and who provide Cerberus with consulting advice concerning portfolio companies in which funds and accounts managed by Cerberus or its affiliates have invested. From time to time, Cerberus makes the services of these consultants available to Cerberus portfolio companies, including the Company. Cerberus

believes the terms of these consulting arrangements are favorable to the Company, or, alternatively, are materially consistent with those terms that would have been obtained by the Company in an arrangement with an unaffiliated third party. The Company has normal service, purchase and sales arrangements with other entities that are owned or controlled by Cerberus. Cerberus believes these transactions are not material to the Company's results of operations or financial position.

10. Interests of Certain Persons in the Amended Offer

A discussion of interests of certain persons in the Amended Offer is set forth in "SPECIAL FACTORS—Section 5. Interests of Certain Persons in the Offer" in the Offer to Purchase.

THE AMENDED OFFER

1. Terms of the Amended Offer

The discussion set forth in “THE OFFER—Section 1. Terms of the Offer” in the Offer to Purchase is hereby amended and supplemented as follows:

Purchaser has amended the Original Offer to purchase the Shares. The price per Share to be paid has been increased from \$3.40 per Share in the Original Offer to \$4.00 per Share in the Amended Offer, net to seller in cash, without interest, upon the terms and conditions of the Amended Offer. All stockholders whose Shares are validly tendered (including Shares tendered and not withdrawn prior to the date of this Supplement), not withdrawn and accepted for payment on or prior to the Expiration Date will receive the Amended Offer Price.

Purchaser, Cerberus and the Company have agreed to enter into a Stockholder Agreement in the form filed as Exhibit (d)(iv) to the Schedule TO-T/A filed by Purchaser and Cerberus on September 22, 2010 providing that if the other conditions to the Amended Offer are satisfied or waived and Purchaser waives the 90% Condition and completes the Amended Offer, Purchaser and Cerberus will provide a subsequent offering period of not less than five business days, and, for so long as there is an outstanding public minority interest, (i) use their best efforts to maintain the Company’s status as a public reporting company or voluntarily make reports pursuant to the Exchange Act and maintain listing of the Shares on the NYSE, NASDAQ Global Select Market or the OTCQX and (ii) obtain the approval or recommendation of a committee of independent directors of the Company prior to the consummation of any open market purchases or other transactions (other than a short-form merger) to acquire all of the remaining publicly traded Shares. See “SPECIAL FACTORS—Section 8. Transactions and Arrangements Concerning the Shares.”

Upon the terms and subject to the conditions of the Amended Offer (including, if the Amended Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will accept for payment and will pay for all Shares validly tendered prior to the Expiration Date and not withdrawn in accordance with “THE AMENDED OFFER—Section 4. Withdrawal Rights” in this Supplement. The term “Expiration Date” means 12:00 midnight, New York City time, on Friday, October 8, 2010, or, if the Amended Offer is extended, the latest time and date at which the Amended Offer, as extended, will expire.

2. Acceptance for Payment and Payment for Shares

Purchaser will accept for payment, and will pay for, the Shares in the Amended Offer as set forth in “THE OFFER—Section 2. Acceptance for Payment and Payment for Common Shares” in the Offer to Purchase.

3. Procedures for Tendering Shares

The discussion set forth in “THE OFFER—Section 3. Procedure for Tendering Shares” in the Offer to Purchase is hereby amended and supplemented as follows:

Stockholders tendering Shares may use the original (white) Letter of Transmittal that was distributed with the Offer to Purchase or the revised (blue) Letter of Transmittal distributed with this Supplement and will nevertheless receive \$4.00 per Share, upon the terms and subject to the conditions of the Amended Offer. Although the original (white) Letter of Transmittal and the original (green) Notice of Guaranteed Delivery previously circulated with the Offer to Purchase refer only to the Offer to Purchase, stockholders using such documents to tender their Shares will nevertheless be deemed to be tendering pursuant to the Amended Offer and will receive the Amended Offer Price described in this Supplement, if Shares are accepted for payment and paid for by Purchaser pursuant to the Amended Offer. Shares previously validly tendered and not withdrawn constitute valid tenders for purposes of the Amended Offer. Stockholders are not required to take any further action with respect to such Shares in order to receive the Amended Offer Price of \$4.00 per Share, if Shares are accepted for payment and paid for by Purchaser pursuant to the Amended Offer, except as may be required by the guaranteed delivery procedure if such procedure was utilized.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by us in our sole and absolute discretion. We reserve the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of or payment for which may, in our opinion, be unlawful. Stockholders of the Company may challenge our determination. We also reserve the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities

relating thereto have been cured or waived. None of Purchaser or any of its respective affiliates or assigns, the Depositary or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Holders of Shares may challenge our determination and our interpretation of the terms and conditions of the Amended Offer (including the Letter of Transmittal and the instructions thereto).

4. Withdrawal Rights

The withdrawal rights pursuant to the Amended Offer are set forth in “THE OFFER—Section 4. Withdrawal Rights” in the Offer to Purchase.

5. Material United States Federal Income Tax Consequences of the Amended Offer and the Merger

The discussion set forth in “THE OFFER—Section 5. Material United States Federal Income Tax Consequences of the Offer and the Merger” in the Offer to Purchase is hereby amended and supplemented as follows:

With respect to the stockholders, sales of Shares pursuant to the Amended Offer and the exchange of Shares for cash pursuant to the Merger will be taxable transactions for Federal income tax purposes and may also be taxable under applicable state, local and other tax laws. For Federal income tax purposes, a stockholder who is a United States person whose Shares are purchased pursuant to the Amended Offer or who receives cash as a result of the Merger will realize gain or loss equal to the difference between the adjusted basis of the Shares sold or exchanged and the amount of cash received therefor. This gain or loss will be capital gain or loss if the Shares are held as capital assets by the stockholder. Long-term capital gain of a non-corporate stockholder is generally subject to a lower tax rate than short-term capital gains or ordinary income. We note that neither the Company nor its affiliates will recognize gain or loss as a result of the Amended Offer or the Merger.

The Company and its subsidiaries comprise a consolidated tax group for Federal income tax purposes. The use of consolidated federal net operating loss carryforwards is not expected to be materially impacted by the Amended Offer or the Merger. Purchaser and Cerberus did not structure the transaction in order to benefit from its effect on net operating loss carryforwards.

6. Market and Trading Information

The discussion set forth in “THE OFFER—Section 6. Market and Trading Information” in the Offer to Purchase is hereby amended and supplemented as follows:

According to the Company, as of August 12, 2010, there were 32,690,437 Shares issued and outstanding. The Shares currently are traded on the NYSE under the symbol “BXC”. The following table shows the quarterly range of high and low sales prices for Shares as reported on the NYSE as reported in the Company’s Annual Report on Form 10-K for the fiscal year ended January 2, 2010 with respect to the periods occurring in fiscal year 2008 and 2009 and as reported by published financial sources with respect to quarterly periods occurring in fiscal 2010:

	High	Low
Fiscal Year 2010		
Third Quarter (through September 22, 2010)	\$ 3.96	\$ 2.24
Second Quarter	6.32	2.51
First Quarter	4.11	2.51
Fiscal Year 2009 (ended January 2, 2010)		
Fourth Quarter	\$ 4.12	\$ 2.60
Third Quarter	5.93	2.96
Second Quarter	4.60	2.25
First Quarter	3.30	1.20
Fiscal Year 2008 (ended January 3, 2009)		
Fourth Quarter	\$ 5.60	\$ 1.02
Third Quarter	7.54	2.91
Second Quarter	6.00	3.57
First Quarter	5.97	2.96

On July 21, 2010, the last full trading day prior to the date Purchaser first publicly announced its intention to acquire all the outstanding Shares not owned by Purchaser, the reported closing sales price per share on the NYSE was \$2.51 per share. On July 30,

2010, the last full trading day prior to the commencement of the Original Offer, the reported closing sales price per share on the NYSE was \$3.71 per share. On September 22, 2010, the last full trading day prior to the commencement of the Amended Offer, the reported price per share on the NYSE was \$3.40 per share. **Please obtain a recent quotation for your Shares prior to deciding whether or not to tender.**

7. Possible Effects of the Amended Offer on the Market for the Shares; Listing; Exchange Act Registration and Margin Regulations

The discussion set forth in “THE OFFER—Section 7. Possible Effects of the Offer on the Market for the Shares; Listing; Exchange Act Registration and Margin Regulations” of the Offer to Purchase is hereby amended and supplemented as follows:

Purchaser, Cerberus and the Company have agreed to enter into a Stockholder Agreement in the form filed as Exhibit (d)(iv) to the Schedule TO-T/A filed by Purchaser and Cerberus on September 22, 2010 providing that if the other conditions to the Amended Offer are satisfied or waived and Purchaser waives the 90% Condition and completes the Amended Offer, Purchaser and Cerberus will provide a subsequent offering period of not less than five business days, and, for so long as there is an outstanding public minority interest, (i) use their best efforts to maintain the Company’s status as a public reporting company or voluntarily make reports pursuant to the Exchange Act and maintain listing of the Shares on the NYSE, NASDAQ Global Select Market or the OTCQX and (ii) obtain the approval or recommendation of a committee of independent directors of the Company prior to the consummation of any open market purchases or other transactions (other than a short-form merger) to acquire all of the remaining publicly traded Shares. See “SPECIAL FACTORS—Section 8. Transactions and Arrangements Concerning the Shares.”

8. Certain Information Concerning the Company

The discussion set forth in “THE OFFER—Section 8. Certain Information Concerning the Company” is hereby amended and supplemented as follows:

	Six Months Ended July 3, 2010 (unaudited)	Year Ended January 2, 2010	Year Ended January 3, 2009
(In thousands, except per share data)			
Statement of Operations Data:			
Net Sales	\$ 971,831	\$ 1,646,108	\$ 2,779,699
Cost of Sales	855,434	1,452,947	2,464,766
Gross profit	116,397	193,161	314,933
Net income (loss)	\$ (18,094)	\$ (61,463)	\$ (31,703)
Comparative per Share Data:			
Basic net income (loss) per share applicable to common stock	\$ (0.59)	\$ (1.98)	\$ (1.02)
Diluted net income per share applicable to common stock	\$ (0.59)	\$ (1.98)	\$ (1.02)
Dividends declared per share of common stock	—	—	—
Book Value per Share(1)	1.05	1.57	3.17
Balance Sheet Data (at end of period):			
Cash and cash equivalents	\$ 18,821	\$ 29,457	\$ 150,353
Working capital	265,254	247,722	320,527
Total assets	468,990	546,846	732,407
Total debt(2)	373,333	341,669	444,870
Shareholders’ equity/parent’s investment	\$ 34,368	\$ 50,820	\$ 102,852

(1) Book value per Share is not a term defined by generally accepted accounting principles. Book value per Share is calculated by dividing total stockholders’ equity by the number of Shares outstanding.

(2) Total debt represents long-term debt, including current maturities.

9. Certain Information Concerning Purchaser and Cerberus

Certain information concerning Purchaser and Cerberus is set forth in “THE OFFER—Section 9. Certain Information Concerning the Purchaser and Cerberus” in the Offer to Purchase.

10. Source and Amount of Funds

The information set forth in “THE OFFER—Section 10. Source and Amount of Funds” in the Offer to Purchase is hereby amended and supplemented as follows:

The Amended Offer is not conditioned upon any financing arrangements. We estimate that we will need approximately \$58.4 million to consummate the Amended Offer and the Merger. Subject to the conditions of the Amended Offer being satisfied, investment funds managed by Cerberus will provide Purchaser with sufficient cash to consummate the Amended Offer and the Merger. Following the consummation of the Amended Offer and the Merger, Cerberus or its affiliates may offer to purchase the percentage interests in the Purchaser held by members of the Purchaser not affiliated with Cerberus (the “Non-Cerberus Members”) for an amount equal to the Amended Offer Price multiplied by the product of the Non-Cerberus Members’ percentage interest multiplied by 18,100,000. The aggregate consideration for the acquired percentage interests would be an amount up to \$8.8 million. Cerberus may make such offer to purchase following consummation of the Amended Offer and Merger to the Non-Cerberus Members, but there can be no assurances that Cerberus or its affiliates will make such an offer to the Non-Cerberus Members.

11. Dividends and Distributions

Certain information concerning dividends and distributions is set forth in “THE OFFER—Section 11. Dividends and Distributions” in the Offer to Purchase.

12. Conditions of the Amended Offer

The discussion set forth in “THE OFFER—Section 12. Conditions to the Offer” in the Offer to Purchase is hereby amended and restated as follows:

Notwithstanding any other provision of the Amended Offer, and in addition to (and not in limitation of) Purchaser’s rights to extend and amend the Amended Offer at any time in its sole discretion, Purchaser will not be required to and will not accept for payment any tendered Shares, and may amend or terminate the Amended Offer, if (i) the Special Committee Recommendation Condition has not been satisfied, (ii) at the Expiration Date the Minimum Tender Condition has not been satisfied, (iii) unless waived, there shall not have been validly tendered (and not withdrawn) a sufficient number of Shares, such that upon acceptance for payment and payment for the tendered Shares pursuant to the Amended Offer, Purchaser would own a number of Shares representing at least 90% of the issued and outstanding Shares as of the date the Shares are accepted for payment pursuant to the Amended Offer or (iv) unless waived, at any time on or after July 22, 2010 and prior to the Expiration Date, any of the following events shall have occurred:

- any change (or any condition, event or development involving a prospective change) has occurred or is threatened in the business, properties, assets, liabilities, capitalization, stockholders’ equity, condition (financial or otherwise), cash flows, licenses, franchises, permits, authorizations, operations, results of operations or prospects of the Company that, in the sole judgment of the Purchaser, has or might reasonably be expected to have a material adverse effect on the Company (an “Adverse Effect”), or results or might reasonably be expected to result in a material diminution in the value of the Shares or the benefits expected to be derived by Purchaser as a result of the transactions contemplated by the Amended Offer or the Merger (a “Diminution in Value”);
- there has been threatened or instituted by, or there is pending before, any government or governmental authority or agency or other regulatory or administrative agency or commission, whether domestic (local, state or federal), foreign or supranational, court or arbitral panel or any self-regulatory organization (a “Governmental Entity”), any action, proceeding, application, claim or counterclaim or any judgment, ruling, order or injunction sought or any other action taken by any person or entity which (i) challenges the acquisition by Purchaser of any Shares pursuant to the Amended Offer or the Merger, seeks to restrain, prohibit, delay or increase the cost of the making or completion of the Amended Offer or consummation of the Merger, or would otherwise directly or indirectly adversely affect the Amended Offer or the Merger, (ii) seeks to prohibit or materially limit the ownership or operation by the Company or Purchaser (or any affiliate of Purchaser) of all or any material portion of the business or assets of the Company or of Purchaser (or any affiliate of Purchaser), or to compel the Company or Purchaser (or any affiliate of Purchaser) to dispose of or to hold

separate all or any material portion of the business or assets of Purchaser (or any affiliate of Purchaser) or of the Company as a result of the transactions contemplated by the Amended Offer or the Merger, (iii) seeks to impose any material limitation on the ability of the Company or Purchaser (or any affiliate of Purchaser) to conduct their respective businesses or own such assets, (iv) seeks to impose or confirm any material limitation on the ability of Purchaser (or any affiliate of Purchaser) to acquire or hold, or to exercise full rights of ownership of, any Shares, including the right to vote such Shares on all matters properly presented to the stockholders of the Company, (v) seeks to require divestiture by Purchaser (or any affiliate of Purchaser) of any or all of the Shares, (vi) otherwise has or might reasonably be expected to have an Adverse Effect, or results or might reasonably be expected to result in a Diminution in Value, or (vii) seeks to impose any condition to the Amended Offer unacceptable to Purchaser;

- there has been entered or issued any preliminary or permanent judgment, order, decree, ruling or injunction or any other action taken by any Governmental Entity, whether on its own initiative or the initiative of any other person, which (i) restrains, prohibits or delays or increases the cost of the making or completion of the Amended Offer or consummation of the Merger, or otherwise directly or indirectly adversely affects the Amended Offer or the Merger, (ii) prohibits or materially limits the ownership or operation by the Company or Purchaser (or any affiliate of Purchaser) of all or any material portion of the business or assets of the Company or of Purchaser and its affiliates taken as a whole, or compels the Company or Purchaser (or any affiliate of Purchaser) to dispose of or to hold separate all or any material portion of the business or assets of Purchaser and its affiliates taken as a whole or of the Company as a result of the transactions contemplated by the Amended Offer or the Merger, (iii) imposes any material limitation on the ability of the Company or Purchaser (or any affiliate of Purchaser) to conduct their respective businesses or own such assets, (iv) imposes or confirms any material limitation on the ability of Purchaser (or any affiliate of Purchaser) to acquire or hold, or to exercise full rights of ownership of, any Shares, including the right to vote such Shares on all matters properly presented to the stockholders of the Company, (v) requires divestiture by Purchaser (or any affiliate of Purchaser) of any or all of the Shares, (vi) otherwise has or might reasonably be expected to have an Adverse Effect, or results or might reasonably be expected to result in a Diminution in Value, or (vii) imposes any condition to the Amended Offer unacceptable to Purchaser;
- there has been any statute, rule or regulation enacted, promulgated, entered, enforced, or deemed applicable or asserted to be applicable to the Amended Offer or the Merger by any Governmental Entity or by the Company, or any other action has been taken by any Governmental Entity or the Company, that results or would result in, directly or indirectly, any of the consequences referred to in clauses (i) through (vii) of the paragraph above;
- there has occurred (i) any general suspension of trading in, or limitation on times or prices for, securities on any United States national securities exchange, or in the over-the-counter market, (ii) any extraordinary or material adverse change in the United States financial markets generally, including without limitation, a decline of at least 20% in either the Dow Jones average of industrial stocks or the Standard & Poor's 500 index from July 30, 2010, (iii) any declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (iv) any material limitation by any Governmental Entity or any court that materially affects the extension of credit generally by lenders that regularly participate in the United States market in loans, (v) any commencement or escalation of war, terrorist acts, armed hostilities or other national or international calamity directly or indirectly involving the United States, (vi) a suspension of, or limitation (whether or not mandatory) on, the currency exchange markets or the imposition of, or material changes in, any currency or exchange control laws in the United States or (vii) in the case of any of the foregoing occurrences existing on or at the time of the commencement of the Original Offer, a material acceleration or worsening thereof;
- the Company and Purchaser have reached an agreement or understanding that the Amended Offer be terminated or amended or Purchaser (or one of its affiliates) has entered into a definitive agreement or an agreement in principle to acquire the Company by merger or other business combination, or purchase of Shares or assets of the Company;
- the Company has (i) issued, distributed, pledged, sold or authorized, or proposed the issuance of or distribution, pledge or sale to any person of any (A) shares of its capital stock of any class, including, without limitation, the Shares or securities convertible into or exchangeable for any such shares of capital stock, or any rights, warrants or options to acquire any such shares or convertible securities or any other securities of the Company or any other person, (B) other securities in respect of, in lieu of or in substitution for Shares outstanding on April 2, 2010, or (C) debt securities or any securities convertible into or exchangeable for debt securities or any rights, warrants or options entitling the holder thereof to purchase or otherwise acquire any debt securities, (ii) purchased or otherwise acquired, or proposed or offered to purchase or otherwise acquire, any outstanding Shares or other securities, (iii) proposed, recommended, authorized, declared, issued or paid any dividend or distribution on any Shares or any other security, whether payable in cash, securities or other property, (iv) altered or proposed to alter any material term of any outstanding security, (v) incurred,

agreed to incur or announced its intention to incur, any debt other than debt incurred under its existing revolving credit facility, (vi) authorized, recommended, proposed or publicly announced its intent to enter into any merger, consolidation, liquidation, dissolution, business combination, acquisition or disposition of assets or securities other than in the ordinary course of business, any material change in its capitalization or business operations, any release or relinquishment of any material contractual or other rights or any comparable event, or taken any action to implement any such transaction previously authorized, recommended, proposed or publicly announced or (vii) entered into or amended any other agreement or otherwise effected any other arrangement with any other party or with its officers or other employees of the Company that might, individually or in the aggregate, have an Adverse Effect or result in a Diminution in Value;

- the Company has amended, or proposed or authorized any amendment to, its certificate of incorporation or by-laws or similar organizational documents or Purchaser has learned that the Company has proposed, adopted or recommended any such amendment which has not previously been publicly disclosed by the Company and also set forth in filings with the SEC;
- a tender or exchange offer for some portion or all of the Shares has been commenced or publicly proposed to be made by another person (including the Company), or it shall have been publicly disclosed or Purchaser has learned that (i) any person (including the Company), entity or “group” (as defined in Section 13(d)(3) of the Exchange Act) has acquired or proposed to acquire more than five percent of the Shares, taken together as a single class, or has been granted any option or right, conditional or otherwise, to acquire more than five percent of the Shares, other than acquisitions for bona fide arbitrage purposes and other than acquisitions by persons or groups who have publicly disclosed in a Schedule 13D or 13G (or amendments thereto on file with the SEC) such ownership on or prior to July 30, 2010, (ii) any such person, entity or group who has publicly disclosed any such ownership of more than five percent of the Shares, prior to such date has acquired or proposed to acquire additional Shares constituting more than one percent of the Shares, or has been granted any option or right to acquire more than one percent of the Shares, (iii) any such person, entity or group shall have entered into a definitive agreement or an agreement in principle or made a proposal with respect to a tender offer or exchange offer for some portion or all of the Shares, or a merger, consolidation or other business combination or sale of assets (other than in the ordinary course of business) with or involving the Company or (iv) any person has filed a Notification and Report Form under the HSR Act (as defined herein) or made a public announcement reflecting an intent to acquire the Company or assets or securities of the Company;
- any change (or any condition, event or development involving a prospective change) has occurred or is threatened in the general economic, financial, currency exchange or market conditions in the United States or abroad that has or might have an Adverse Effect or results or might result in a Diminution in Value; or
- the Company has transferred into trust, escrow or similar arrangement any amounts required to fund any existing benefit, employment or severance agreements with any of its employees or shall have entered into with its employees or otherwise effected any additional benefit, employment, severance or similar agreements, arrangements or plans other than in the ordinary course of business, or entered into or amended any agreements, arrangements or plans with an employee or employees so as to provide for increased benefits as a result of or in connection with the transactions contemplated by the Amended Offer or the Merger, which in the sole judgment of Purchaser in each case with respect to every matter referred to above makes it inadvisable to proceed with the Amended Offer or with the acceptance for payment of, or the payment for, the Shares.

The foregoing conditions are for the sole benefit of Purchaser and its respective affiliates (other than the Company) and may be asserted by Purchaser regardless of the circumstances (including any action or inaction by Purchaser) giving rise to any such conditions or, except for the Minimum Tender Condition and the Special Committee Recommendation Condition, may be waived by Purchaser, in whole or in part, at any time and from time to time in the sole discretion of Purchaser prior to the Expiration Date of the Amended Offer. The failure by Purchaser at any time to exercise its rights under any of the foregoing conditions will not be deemed a waiver of any such rights and each such right will be deemed an ongoing right which may be asserted at any time or from time to time prior to the Expiration Date of the Amended Offer.

13. Certain Regulatory and Legal Matters

The discussion set forth in “THE OFFER—Section 13. Certain Regulatory and Legal Matters” in the Offer to Purchase is hereby amended and supplemented as follows:

Antitrust Compliance

United States. Under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended (the “HSR Act”), certain transactions may not be consummated until certain information has been furnished to the Federal Trade Commission (the “FTC”) and the Antitrust Division of the Department of Justice (the “Antitrust Division”) and certain waiting period requirements have been satisfied.

In connection with the consummation of the Offer, Cerberus Institutional Partners, L.P. (“CIP”) will invest approximately \$58.4 million in Purchaser in exchange for approximately 44.63% of the membership interests of Purchaser to fund the Offer (the “Investment”). As a result of the Investment and CIP’s existing ownership of membership interests of Purchaser, the HSR Act applies to the Investment.

On August 17, 2010, CIP and Purchaser filed a Notification and Report Form with respect to the Investment under the HSR Act. The Investment (and therefore the purchase of Shares pursuant to the Offer) may only be consummated after the expiration or early termination of a 30-day waiting period commenced by the filing of a Notification and Report Form with respect to the Investment. On August 24, 2010, the FTC granted early termination of the waiting period under the HSR Act applicable to the Investment.

The Antitrust Division and the FTC will review the legality of the Investment under the U.S. federal antitrust laws. At any time before or after the Investment, the Antitrust Division and the FTC may take such action under the antitrust laws as it deems necessary or desirable to preserve competition, including seeking to enjoin the Investment.

Purchaser does not believe the Investment will result in a violation of any applicable antitrust laws. However, there can be no assurance that a governmental or private challenge to the Investment on antitrust grounds will not be made, or if such a challenge is made, what the result will be.

The Merger will not require an additional filing under the HSR Act.

Litigation.

Following the announcement of Purchaser’s intent to make the Offer, on July 23, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Fulton County, Georgia commencing a purported class action lawsuit against Purchaser, Cerberus, the Company and each of the individual board members of the Company. The complaint, styled as *Kyle Habiniak v. Howard S. Cohen, et al* (Case No. 2010CV188733) (the “July 23rd Complaint”), alleged, among other things, that (1) Purchaser, the Company, and the individual board members of the Company breached their fiduciary duties; (2) Purchaser and the Company have aided and abetted the breaches of fiduciary duty; (3) Purchaser, the Company, and the individual board members are engaging in unfair self-dealing to the detriment of minority stockholders; and (4) the proposed consideration offered by Purchaser is inadequate. This complaint sought, among other remedies, to enjoin the Offer and Merger and to rescind the proposed transaction, to the extent already implemented. On August 11, 2010, a Notice of Voluntary Dismissal was filed dismissing this action without prejudice. On August 13, 2010, a complaint styled as *Kyle Habiniak v. Howard S. Cohen, et al* (C.A. No. 5720-VCL) and containing similar allegations to those in the July 23rd Complaint was filed in the Delaware Court of Chancery commencing a purported class action lawsuit against Purchaser, Cerberus, the Company and each of the individual board members of the Company (the “August 13th Complaint”). On August 18, 2010, an amended complaint was filed in the Delaware Court of Chancery (the “August 18th Complaint”). The August 18th Complaint contains similar allegations to the prior complaints filed by plaintiff *Habiniak*, alleging that Purchaser, Cerberus, the Company and each of the individual board members of the Company breached their fiduciary duties due to alleged material omissions and misstatements in the disclosure materials filed in connection with the Offer. The August 18th Complaint seeks similar remedies to those previously sought in the July 23rd Complaint.

On July 27, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Cobb County, Georgia commencing a purported class action lawsuit against Purchaser, the Company and each of the individual board members of the Company. The complaint, styled as *Joseph J. Hindermann v. BlueLinx Holdings Inc., et al* (Case No. 101743548), alleges, among other things, that (1) Purchaser and the individual board members of the Company breached their fiduciary duties; (2) Purchaser is engaging in unfair self-dealing and acting to further its own interests at the expense of Company’s minority stockholders; and (3) the proposed consideration offered by Purchaser is inadequate. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the Offer and Merger; to rescind the proposed transaction, to the extent already implemented or, alternatively, the award of rescissory damages; and to impose a constructive trust in favor of the plaintiffs for any benefits received by the defendants as a result of their wrongful conduct.

On July 29, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Cobb County, Georgia commencing a purported class action lawsuit against Purchaser, Cerberus, the Company and each of the individual board members of

the Company. The complaint, styled as *Andrew Markich v. BlueLinx Holdings, Inc., et al.* (Case No. 101759149), alleges, among other things, that (1) Purchaser, Cerberus, the Company and the individual board members of the Company breached their fiduciary duties; (2) Purchaser and the Company's board of directors breached their fiduciary duties by taking actions designed to deter or halt any higher offers from potential acquirors; and (3) Purchaser failed to adequately inform the minority stockholders about the tender offer and allow the independent directors adequate time and opportunity to consider and react to the tender offer. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the Offer and Merger and any actions by the defendants and their representatives that impede or deter other potential acquirors of the Company.

On August 3, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Cobb County, Georgia commencing a purported class action lawsuit against Purchaser, the Company and each of the individual board members of the Company. The complaint styled as *Peter Jerszynski v. BlueLinx Holdings, Inc., et al.* (Case No. 101772948), alleges, among other things, that (1) Purchaser, the Company and the Company's board of directors breached their fiduciary duties by failing to properly value the shares; (2) Purchaser and the Company have breached their fiduciary duty of candor by not disclosing material information to stockholders; (3) Purchaser aided and abetted the breaches of fiduciary duties by the board of directors; and (4) Purchaser, the Company and the Company's board of directors are engaging in unfair self-dealing and acting to further their own interests at the expense of Company's minority stockholders. The complaint seeks, among other remedies, declaratory relief holding that the Offer and Merger constitute breaches of Purchaser's, the Company's and the Company's board members' fiduciary duties and are therefore unlawful and unenforceable; both preliminary and permanent injunctions enjoining the Offer and Merger unless and until the defendants adopt and implement a procedure or process to (i) obtain the highest possible value for stockholders, and (ii) provide all material disclosures to stockholders; to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages; and to impose a constructive trust in favor of the plaintiffs for any benefits received by defendants as a result of their wrongful conduct.

On August 4, 2010, an individual stockholder of the Company filed a lawsuit in the Superior Court of Cobb County, Georgia commencing a purported class action lawsuit against Purchaser, Cerberus, the Company and each individual board member of the Company. The complaint, styled as *Richard T. Winter v. Cerberus ABP Investors LLC, et al.* (Case No. 101780848), alleges, among other things, that (1) Purchaser, the Company and the individual board members of the Company breached their fiduciary duties because the Offer Price is unfair and inadequate; (2) Purchaser, Cerberus and the Company have breached their fiduciary duties by failing to disclose material information or disclosing misleading information upon which stockholders must make an informed decision as to whether to tender their shares; and (3) Purchaser and Cerberus aided and abetted the breaches of fiduciary duty by the board of directors. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the Offer and Merger and to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages.

On August 6, 2010, plaintiffs in the *Hindermann, Jerszynski* and *Winter* actions jointly filed a motion for expedited proceedings and discovery in the Superior Court of Cobb County, Georgia. A hearing was held on plaintiffs' motion to expedite on August 16, 2010, during which the presiding judge denied the motion without prejudice to plaintiffs' ability to schedule additional hearings before the assigned judge in each case. On August 23, 2010, plaintiffs in the *Hindermann, Jerszynski, Winter* and *Markich* actions jointly filed a motion for preliminary injunction and renewed motion for expedited proceedings and discovery. On August 30, 2010, the *Hindermann, Jerszynski, Winter* and *Markich* actions were consolidated into an action styled *In re BlueLinx Holdings Inc. Stockholder Litigation* (Case No. 10-1-7435-48). Also on August 30, 2010, the Court held a hearing on plaintiffs' motion for preliminary injunction and renewed motion for expedited proceedings and discovery. By Order dated August 31, 2010, plaintiffs' motions were denied.

On August 10, 2010, Stadium Capital Qualified Partners, L.P. and Stadium Capital Partners, L.P., filed a lawsuit in the Delaware Court of Chancery against Purchaser, Cerberus and each of the individual board members of the Company. The complaint, styled *Stadium Capital Qualified Partners, L.P., et al. v. Cerberus ABP Investor LLC, et al.* (C.A. No. 5707-VCL), alleges, among other things, that (1) Purchaser, Cerberus, and the board members of the Company breached their fiduciary duties because the Offer Price is unfair and inadequate and because the Offer is structurally coercive; and (2) Purchaser and Cerberus breached their fiduciary duties because the Offer is misleading and omits material information upon which stockholders must make an informed decision as to whether to tender their shares. The complaint seeks, among other remedies, to enjoin the Offer and Merger and to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages.

On August 13, 2010, an individual stockholder of the Company filed a lawsuit in the Delaware Court of Chancery commencing a purported class action lawsuit against Purchaser, Cerberus, and each of the individual board members of the Company. The complaint, styled as *Weiyang Liang v. Howard S. Cohen, et al.* (C.A. No. 5721-VCL), alleges, among other things, that (1) Purchaser, Cerberus, and the board members of the Company breached their fiduciary duties because the Offer Price is unfair and inadequate; and (2) Purchaser and Cerberus breached their fiduciary duties of disclosure by disseminating materially misleading and incomplete information to the stockholders. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the

Offer and Merger and to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages.

On August 16, 2010 and August 18, 2010, respectively, plaintiffs in the *Liang* and *Habiniak* actions filed motions for expedited proceedings and discovery in the Delaware Court of Chancery. On August 19, 2010, the Court held a telephonic hearing on plaintiffs' motions, during which the Court denied plaintiffs' request to expedite the proceedings. In addition to all parties in the *Liang* and *Habiniak* actions, plaintiffs in the *Stadium Capital* action also appeared at and participated in the August 19 hearing.

On August 13, 2010, an individual stockholder of the Company filed a lawsuit in the New York State Supreme Court of New York County, New York commencing a purported class action lawsuit against Purchaser. The complaint, styled as *Gabriella Centonze v. Cerberus ABP Investor LLC* (Index No. 651270/2010), alleges, among other things, that Purchaser breached its fiduciary duties because the Offer Price is unfair and inadequate and by failing to disclose material information or disclosing misleading information in connection with the Offer. The complaint seeks, among other remedies, to preliminarily and permanently enjoin the Offer and Merger and to rescind the proposed transaction, in the event the transaction is consummated or, alternatively, the award of rescissory damages.

On August 18, 2010, plaintiff in the *Centonze* action filed an order to show cause seeking expedited proceedings. During a hearing on plaintiff's order to show cause held on August 31, 2010, plaintiff withdrew her motion seeking expedited proceedings.

Purchaser believes the allegations in each of these cases have no merit.

14. Fees and Expenses

Certain information concerning the fees and expenses with respect to the Amended Offer is set forth in "THE OFFER—Section 14. Fees and Expenses" in the Offer to Purchase.

15. Miscellaneous

The discussion set forth in "THE OFFER—Section 15. Miscellaneous" in the Offer to Purchase is hereby amended and supplemented as follows:

The Amended Offer is being made solely by this Supplement, the Offer to Purchase and the revised (blue) Letter of Transmittal and is being made to the holders of Shares other than the Purchaser. Purchaser is not aware of any state where the making of the Amended Offer is prohibited by administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Amended Offer or the acceptance of the Shares pursuant thereto, Purchaser will make a good faith effort to comply with such statute or seek to have such statute declared inapplicable to the Amended Offer. If, after such good faith effort, Purchaser cannot comply with such state statute, the Amended Offer will not be made to (nor will tenders be accepted from or on behalf of) holders of Shares in such state.

Purchaser and Cerberus have filed with the SEC Amendment No. 7 to the Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 under the Exchange Act, together with all exhibits thereto, furnishing certain additional information with respect to the Amended Offer, which includes the information required by Schedule 13E-3. Such Schedule TO and any amendments thereto, including exhibits, should be available for inspection and copies should be obtainable in the same manner described in "THE OFFER—Section 8. Certain Information Concerning the Company" in the Offer to Purchase.

No person has been authorized to give any information or make any representation on behalf of Purchaser or Cerberus not contained in this Supplement, the Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized. Neither delivery of this Supplement nor any purchase pursuant to the Amended Offer will, under any circumstances, create any implication that there has been no change in the affairs of Purchaser, the Company or any of their respective affiliates since the date of which information is furnished or the date of this Supplement.

SOLICITATION OF PROXIES

THE AMENDED OFFER DOES NOT CONSTITUTE A SOLICITATION OF PROXIES FOR ANY MEETING OF THE COMPANY'S STOCKHOLDERS. ANY SOLICITATION WHICH THE PURCHASER OR ANY OF ITS AFFILIATES MIGHT SEEK WOULD BE MADE ONLY PURSUANT TO SEPARATE PROXY MATERIALS COMPLYING WITH THE REQUIREMENTS OF SECTION 14(A) OF THE EXCHANGE ACT.

EXCEPT AS OTHERWISE SET FORTH IN THIS SUPPLEMENT AND IN THE REVISED (BLUE) LETTER OF TRANSMITTAL, THE TERMS AND CONDITIONS PREVIOUSLY SET FORTH IN THE OFFER TO PURCHASE REMAIN APPLICABLE IN ALL RESPECTS TO THE AMENDED OFFER, AND THIS SUPPLEMENT SHOULD BE READ IN CONJUNCTION WITH THE OFFER TO PURCHASE AND RELATED LETTER OF TRANSMITTAL, AS THE SAME HAVE BEEN AMENDED.

Cerberus ABP Investor LLC

Cerberus Capital Management, L.P.

September 22, 2010

ANNEX B

The information set forth in "ANNEX B" in the Offer to Purchase is hereby amended and restated as follows:

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth (i) certain information with respect to the Shares beneficially owned by Purchaser and (ii) the purchases of Shares by Purchaser during the past sixty days. The security ownership information in the table below is given as of September 22, 2010 and, in the case of percentage ownership information, is based on 32,690,437 Shares outstanding as of August 12, 2010. Beneficial ownership is determined in accordance with the rules of the SEC (except as noted below).

Filing Person	Securities Ownership		Securities Transaction for Past 60 Days
	Number	Percent	
Stephen Feinberg (1)	18,100,000	55.37%	None
All directors, officers and controlling equityholders of Purchaser as a group (2)	0	0%	None
All directors and officers of Purchaser as a group	0	0%	None

(1) Cerberus ABP Investor LLC is the record holder of 18,100,000 Shares. Mr. Feinberg exercises sole voting and investment authority over all of our securities owned by Cerberus ABP Investor LLC. Thus, pursuant to Rule 13d-3 under the Exchange Act, Mr. Feinberg is deemed to beneficially own 18,100,000 Shares.

(2) The Shares owned by Purchaser are not included in the Shares beneficially owned by the directors, officers and controlling equityholders of Purchaser.

Facsimile copies of the Letter of Transmittal will be accepted. The Letter of Transmittal, certificates for Shares and any other required documents should be sent by each stockholder of the Company or such stockholder's broker, dealer, commercial bank, trust company or other nominee to the Depository as follows:

Registrar and Transfer Company

By Mail:
Registrar and Transfer Company
Attn: Reorg/Exchange Dept.
P.O. Box 645
Cranford, NJ 07016

By Facsimile Transmission:
(Guaranteed Delivery Form ONLY)
Registrar and Transfer Company
Attn: Reorg Dept.
(908) 497-2311

By Hand or Overnight Courier:
Registrar and Transfer Company
Attn: Reorg/Exchange Dept.
10 Commerce Drive
Cranford, NJ 07016

Any questions or requests for assistance or additional copies of the Supplement, the Offer to Purchase and the Letter of Transmittal may be directed to the Dealer Manager at its telephone number and location listed below, and will be furnished promptly at Purchaser's expense. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Amended Offer.

The Dealer Manager for the Amended Offer is:

BofA Merrill Lynch

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower
One Bryant Park
New York, NY 10036

CALL TOLL-FREE (888) 803-9655

REVISED LETTER OF TRANSMITTAL

To Tender Shares of Common Stock of BlueLinx Holdings Inc. (CUSIP No. 09624H109) (the “Shares”)

Mailing Address:
 Registrar and Transfer Company
 Attn: Reorg/Exchange Dept.
 P.O. Box 645
 Cranford, New Jersey 07016-0645

**Pursuant to the Offer to Purchase
 Dated August 2, 2010
 and the Second Supplement
 Thereto Dated September 22, 2010
 by
 Cerberus ABP Investor LLC
 and Cerberus Capital
 Management, L.P.**

By Hand:
 Registrar and Transfer Company
 Attn: Reorg/Exchange Dept.
 10 Commerce Drive
 Cranford, New Jersey 07016

DESCRIPTION OF CERTIFICATES SURRENDERED		
Certificate(s) Enclosed (Attach List if necessary)		
(See Instructions) Name and Address of Registered Holder	Certificate Number(s)	Total Number of Shares Represented by Certificate(s)
	TOTAL SHARES	

THE AMENDED OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, OCTOBER 8, 2010, UNLESS THE AMENDED OFFER IS EXTENDED.

The Dealer Manager for the Offer is:

BofA Merrill Lynch

Merrill Lynch, Pierce, Fenner & Smith Incorporated
 Bank of America Tower
 One Bryant Park
 New York, NY 10036
Call Toll-Free (888) 803-9655

Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute a valid delivery to the Depository. You must sign this Letter of Transmittal, with signature guarantee if required, and if you are a U.S. Holder (as that term is defined under “Important Tax Information” you must complete the Substitute Form W-9 set forth below. If you are a Non-U.S. Holder, you must obtain and complete a Form W-8, as applicable.

The instructions contained within this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed.

Shares previously validly tendered and not withdrawn constitute valid tenders for purposes of the Amended Offer. Stockholders who have already tendered Shares pursuant to the Original Offer using the previously distributed original (white) Letter of Transmittal or original (green) Notice of Guaranteed Delivery and who have not withdrawn such Shares need not take any further action in order to receive the increased offer price of \$4.00 per Share, if Shares are accepted and paid for by Purchaser pursuant to the Amended Offer, except as may be required by the guaranteed delivery procedure if such procedure was utilized.

This Letter of Transmittal is to be used if certificates are to be forwarded herewith or, unless an Agent’s Message (as defined in the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to the Depository’s account at the Depository Trust Company (the “DTC”) pursuant to the procedures set forth under “THE OFFER — Section 3. Procedures for Tendering Shares” of the Offer to Purchase.

Holders of outstanding Shares, whose certificate for such Shares are not immediately available or who cannot deliver such certificates and all other required documents to the Depository on or prior to the Expiration Date (as defined below) of the offer must tender their Shares in accordance with the guaranteed delivery procedures described in the Offer to Purchase. See Instruction 2.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW
 PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY**

- CHECK HERE IF SHARE CERTIFICATES HAVE BEEN MUTILATED, LOST, STOLEN OR DESTROYED, SEE INSTRUCTION 9
- CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY’S ACCOUNT AT DTC AND COMPLETE THE FOLLOWING:

Name of Tendering Institution _____

Account Number _____

Transaction Code Number _____

CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A REVISED NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Stockholder(s) _____

Date of Execution of Notice of Guaranteed Delivery _____, 2010

Name of Institution which Guaranteed Delivery _____

If delivery is by book-entry transfer: _____

Name of Tendering Institution _____

Account Number _____

Transaction Code Number _____

PLEASE READ THE INSTRUCTIONS SET FORTH IN THIS LETTER OF TRANSMITTAL CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Cerberus ABP Investor LLC, a Delaware limited liability company ("Purchaser"), pursuant to an Offer to Purchase, dated August 2, 2010 (the "Offer to Purchase"), the first Supplement to the Offer to Purchase, dated August 19, 2010 (the "First Supplement") and the second Supplement to the Offer to Purchase, dated September 22, 2010 (the "Second Supplement"), the above-described common stock, par value \$0.01 per share (the "Shares"), of BlueLinx Holdings Inc., a Delaware corporation (the "Company"), pursuant to Purchaser's Offer to Purchase all outstanding Shares not owned by Purchaser for \$4.00 per Share (the "Amended Offer Price"), net to the seller in cash, without interest and less any withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, the First Supplement, the Second Supplement, and this Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Amended Offer"). Receipt of the Amended Offer is hereby acknowledged. The Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates the right to purchase Shares tendered pursuant to the Amended Offer, but any such transfer or assignment will not relieve the Purchaser of its obligations under the Amended Offer or prejudice the rights of the undersigned.

Upon the terms and subject to the conditions of the Amended Offer (and if the Amended Offer is extended or amended, the terms of any such extension or amendment), and effective upon acceptance for payment of the Shares tendered herewith in accordance with the terms of the Amended Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser, all right, title and interest in and to all of the Shares that are being tendered hereby, distributions, rights, other shares or other securities issued or issuable in respect thereof on or after the Expiration Date (collectively, "Distributions") and irrevocably constitutes and appoints Registrar and Transfer Company (the "Depositary") the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to transfer ownership of such Shares (and any and all Distributions) on the account books maintained by the Depositary, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser. The appointment of the Depositary as the undersigned's true and lawful agent and attorney-in-fact will be effective, if, when and only to the extent that Purchaser accepts such Shares for payment pursuant to the Amended Offer.

The undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the full extent of such shareholder's rights with respect to the Shares tendered hereby which have been accepted for payment and with respect to any Distributions. The designees of Purchaser will, with respect to the Shares and any associated Distributions for which the appointment is effective, be empowered to exercise all voting and any other rights of such shareholder, as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of the Company's shareholders, by written consent in lieu of any such meeting or otherwise. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Amended Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any meeting of shareholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer (i) the Shares tendered hereby and (ii) all Distributions and that, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto and to all Distributions, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby and all Distributions. In addition, the undersigned shall remit and transfer promptly to the Depositary for the account of Purchaser all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Shares tendered hereby or deduct from such purchase price, the amount or value of such Distribution as determined by Purchaser in its sole discretion.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Amended Offer, this tender is irrevocable.

The undersigned understands that the valid tender of the Shares pursuant to the procedures described in “THE AMENDED OFFER—Section 3. Procedures for Tendering Shares” in the Supplement and in the Instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Amended Offer (and if the Amended Offer is extended or amended, the terms or conditions of any such extension or amendment). Without limiting the foregoing, if the price to be paid in the Amended Offer is amended, the price to be paid to the undersigned will be the amended price notwithstanding the fact that a different price is stated in this Letter of Transmittal. The undersigned recognizes that under certain circumstances set forth in the Second Supplement, Purchaser may not be required to accept for payment any of the Shares tendered hereby.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the Amended Offer Price of all of the Shares tendered in the name(s) of the registered holder(s) appearing above under "Signature of Registered Stockholders." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the Amended Offer Price of all of the Shares tendered (and any accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under "Name and Address of Registered Holder(s)." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the Amended Offer Price of all Shares tendered (and any accompanying documents, as appropriate) in the name(s) of, and deliver such check (and any accompanying documents, as appropriate) to the person(s) so indicated. The undersigned recognizes that Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less any applicable withholding tax) or certificates for Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned or if Shares tendered by book-entry transfer which are not purchased are to be returned by credit to an account maintained at DTC other than that designated above.

Issue Check Certificate(s) to:

Name: _____
(Please Print)

Address: _____

(Zip Code)

Taxpayer Identification Number

Credit Shares tendered by book-entry transfer to the DTC account set forth:

IMPORTANT — SIGN HERE
(U.S. Holders Please Also Complete Substitute Form W-9 Below)
(Non-U.S. Holders Please Obtain and Complete Form W-8BEN or Other Form W-8)

(Must be signed by registered owner(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

Name: _____
(Please Print)

Capacity (full title): _____

Address: _____

(Include Zip Code)

Area Code and Telephone Number: _____

Tax Identification or Social Security No.: _____

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less any applicable withholding tax) or certificates for Shares not tendered or not purchased are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown below the undersigned's signature(s).

Mail Check Certificate(s) to:

Name: _____
(Please Print)

Address: _____

(Zip Code)

GUARANTEE OF SIGNATURE(S) For use by Eligible Institutions only. Place medallion guarantee in space below. See Instructions 1 and 5	
Name of Firm: _____	
Address: _____	(Include Zip Code)
Authorized Signature: _____	
Name: _____	(Please Type or Print)
Area Code and Telephone Number: _____	
Dated: _____, 2010	

INSTRUCTIONS
Forming Part of the Terms and Conditions of the Offer

1. *Guarantee of Signatures.* Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association, Inc., including the Securities Transfer Agents Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”) and the New York Stock Exchange, Inc. Medallion Signature Program (“MSP”) or any other “eligible guarantor institution” (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended) (each an “**Eligible Institution**”). Signatures on this Letter of Transmittal need not be guaranteed (i) if this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant at DTC whose name appears on a security position listing as the owner of Shares) tendered herewith and such holder(s) have not completed the box entitled “Special Payment Instructions” on this Letter of Transmittal or (ii) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. *Delivery of Letter of Transmittal and Shares.* This Letter of Transmittal is to be used either if certificates are to be forwarded herewith or, unless an Agent’s Message is utilized, if delivery of Shares is to be made by book-entry transfer pursuant to the procedures set forth under “THE OFFER — Section 3. Procedures for Tendering Shares” of the Offer to Purchase. Certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depository’s account at the DTC of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal, with any required signature guarantees (or a manually signed facsimile thereof) or, in the case of a book-entry transfer, an Agent’s Message, and any other documents required by this Letter of Transmittal, must be received by the Depository at one of its addresses set forth on the front page of this Letter of Transmittal on or prior to the Expiration Date.

Stockholders whose certificates for Shares are not immediately available or stockholders who cannot deliver their certificates and all other required documents to the Depository or who cannot comply with the procedures for book-entry transfer on or prior to the Expiration Date may tender their Shares pursuant to the guaranteed delivery procedure set forth under “THE OFFER — Section 3. Procedures for Tendering Shares” of the Offer to Purchase.

Under the guaranteed delivery procedure:

(i) such tender must be made by or through an Eligible Institution;

(ii) a properly completed and duly executed Revised Notice of Guaranteed Delivery substantially in the form provided by the Purchaser with the Second Supplement must be received by the Depository on or prior to the Expiration Date; and

(iii) the certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depository’s account at the DTC of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), with any required signature guarantees, or, in the case of a book-entry delivery, an Agent’s Message and any other documents required by this Letter of Transmittal, must be received by the Depository within three New York Stock Exchange trading days after the date of execution of such Revised Notice of Guaranteed Delivery, all as provided under “THE OFFER — Section 3. Procedures for Tendering Shares” of the Offer to Purchase.

The method of delivery of Shares, this Letter of Transmittal and all other required documents, including through the Depository, is at the election and sole risk of the tendering stockholders and delivery will be deemed made only when actually received by the Depository. If certificates for Shares are sent by mail, we recommend registered mail with return receipt requested, properly insured, in time to be received on or prior to the Expiration Date. In all cases, sufficient time should be allowed to ensure timely delivery.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. By executing this Letter of Transmittal (or a manually signed facsimile thereof), the tendering stockholder waives any right to receive any notice of the acceptance for payment of the Shares.

3. *Inadequate Space.* If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate duly executed schedule attached hereto.

4. *Partial Tenders (not applicable to stockholders who tender by book-entry transfer).* If fewer than all the Shares represented by any certificate delivered to the Depository are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such case, if Shares are purchased, a new certificate for the remainder of the Shares represented by the old certificate will be issued and sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration of the Amended Offer. All Shares represented by certificates delivered to the Depository will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificates without alteration or any change whatsoever.

If any of the Shares tendered hereby is held of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in different names on different certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not accepted for payment are to be returned, in the name of any person other than the registered holder(s). Signatures on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the certificates for such Shares. Signature(s) on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Purchaser of the authority of such person so to act must be submitted.

6. *Stock Transfer Taxes.* Except as otherwise provided in this Instruction 6, the Purchaser will pay any stock transfer taxes with respect to the sale and transfer of any Shares to it or its order pursuant to the Amended Offer. If, however, payment of the purchase price is to be made to, or Shares not tendered or not accepted for payment are to be returned in the name of, any person other than the registered holder(s), or if a transfer tax is imposed for any reason other than the sale or transfer of Shares to the Purchaser pursuant to the Offer, then the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted herewith.

7. *Special Payment and Delivery Instructions.* If the check for the purchase price of any Shares purchased is to be issued, or any Shares not tendered or not purchased are to be returned, in the name of a person other than the person(s) signing this Letter of Transmittal or if the check or any certificates for Shares not tendered or not purchased are to be mailed to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal at an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders tendering Shares by book-entry transfer may request that Shares not purchased be credited to such account at the Depository as such stockholder may designate under "Special Payment Instructions." If no such instructions are given, any such Shares not purchased will be returned by crediting the account at DTC designated above.

8. *Substitute Form W-9.* Under the U.S. federal income tax laws, unless certain certification requirements are met, the Depository generally will be required to withhold at the applicable backup withholding rate (currently 28%) from any payments made to certain stockholders pursuant to the Amended Offer. In order to avoid such backup withholding, each tendering stockholder, and, if applicable, each other payee, must provide the Depository with such stockholder's or payee's correct taxpayer identification number and certify that such stockholder or payee is not subject to such backup withholding by completing the Substitute Form W-9 set forth above. In general, if a stockholder or payee is an individual, the taxpayer identification number is the social security number of such individual. If the stockholder or payee does not provide the Depository with its correct taxpayer identification number, the stockholder or payee may be subject to a \$50 penalty imposed by the Internal Revenue Service. Certain stockholders or payees (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order to satisfy the Depository that a foreign individual qualifies as an exempt recipient, such stockholder or payee must submit to the Depository the appropriate properly completed Internal Revenue Service form (generally Form W-8BEN, which the Depository will provide upon request), signed under penalties of perjury, attesting to that individual's exempt status. Such form can be obtained from the Depository or the Internal Revenue Service (www.irs.gov/formspubs/index.html). For further information concerning backup withholding and instructions for completing the Substitute Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the Substitute Form W-9 if Shares are held in more than one name), consult the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9*.

Failure to complete the Substitute Form W-9 will not, by itself, cause Shares to be deemed invalidly tendered but may require the Depository to withhold 28% of the amount of any payments made pursuant to the Amended Offer. Backup withholding is not an additional tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is furnished to the Internal Revenue Service. **Failure to complete and return the Substitute Form W-9 may result in backup withholding of 28% of any payments made to you pursuant to the Amended Offer. Please review the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9* for additional details.**

9. *Mutilated, Lost, Stolen or Destroyed Certificates.* If the certificate(s) representing Shares to be tendered have been mutilated, lost, stolen or destroyed, stockholders should (i) complete this Letter of Transmittal and check the appropriate box above and complete the Affidavit for Lost Certificates below along with the rest of this Letter of Transmittal and return it to the Exchange Agent at the address listed on the front. If the Bond premium exceeds \$3,750.00 please contact Registrar and Transfer Company at (800) 368-5948 immediately, (bond premium calculation: merger consideration x number of Shares you have lost x 1.5% = bond premium — example 1,000 Shares x \$25.00 = \$25,000.00 x 1.5% = \$375.00 bond premium). (Minimum \$25.00)

AFFIDAVIT FOR LOST STOCK CERTIFICATE(S)

The undersigned hereby attests and certifies the following: That I am the lawful owner of the certificate(s) listed on this letter of transmittal as lost. That a search for the certificate(s) has been conducted and that these certificate(s) cannot be located. That these certificate(s) have not been endorsed, hypothecated, sold or had their ownership pledged or encumbered in any form, whatsoever.

In requesting the replacement of this certificate(s), I hereby agree that: If these certificate(s) are subsequently located, they will be tendered for cancellation. That I indemnify, protect and hold harmless Cerberus ABP Investor LLC, Cerberus Capital Management, L.P, Travelers Casualty & Surety Company of America, and Registrar and Transfer Company, and any other party from and against all losses, expenses, costs and damages including legal fees that may be subjected to these parties at any time in the future as a result of the cancellation and replacement of the certificate(s). All rights accruing to these parties will not be limited by their negligence, breach of duty, accident, or other obligation on the part of or by any officer or employee of the parties.

I acknowledge that the certificate(s) will be replaced under an insurance bond underwritten by Travelers Casualty & Surety Company of America. My check, payable to the Travelers Casualty & Surety Company of America, to cover the lost stock certificate bond premium of 1.5% of the value of the stock at \$3.40 per share (Minimum \$25.00) is enclosed. I further acknowledge that any filing of an insurance application with materially false or misleading information is a fraudulent insurance act and may be considered a crime.

Note: If bond premium exceeds \$3,750.00 you must contact Registrar and Transfer Company (800) 368-5948 immediately.

Sign Here: _____

Co-Owner, if any: _____ Date: _____, 20 ____

10. *Questions or Requests for Assistance or Additional Copies.* Questions or requests for assistance or additional copies of the Offer to Purchase, the First Supplement, the Second Supplement, this Letter of Transmittal and the Revised Notice of Guaranteed Delivery may be obtained (at the Purchaser's expense) from the Dealer Manager at its address or telephone number set forth below.

11. *Waiver of Conditions.* Subject to any applicable rules and regulations of the Securities and Exchange Commission, the Purchaser reserves the right to waive (in its sole discretion, in whole or in part at any time or from time to time on or prior to the Expiration Date) any of the specified conditions of the Amended Offer (other than the Majority of the Minority Condition and the Special Committee Recommendation Condition, as defined in the Second Supplement, which is not waivable) in the case of any Shares tendered.

IMPORTANT: This Letter of Transmittal (or a manually signed facsimile thereof), together with any signature guarantees, or, in the case of a book-entry transfer, an Agent's Message, and any other required documents, must be received by the Depository on or prior to the Expiration Date and either certificates for tendered Shares must be received by the Depository or Shares must be delivered pursuant to the procedures for book-entry transfer, in each case on or prior to the Expiration Date, or the tendering stockholder must comply with the procedures for guaranteed delivery.

IMPORTANT U.S. FEDERAL TAX INFORMATION

For the purpose of this summary, a "U.S. Holder" is a holder of the Shares that is an individual who is a citizen or resident of the United States, a U.S. domestic corporation, a U.S. partnership, an estate the income of which is subject to U.S. federal income taxation regardless of its source or a U.S. trust (as defined in Treasury Regulations Section 301.7701-7). A "Non-U.S. Holder" is a holder of the Shares who is not a U.S. Holder.

Under United States federal income tax laws, we are generally required to report any cash payment made to a holder of Shares surrendered in this Amended Offer to the United States Internal Revenue Service ("IRS") and we may be required to "backup withhold" 28 percent of any such payment. To avoid such backup withholding, a U.S. Holder whose Shares are submitted herewith should provide the Depository a properly completed Substitute Form W-9, which is attached hereto, signed under penalties of perjury, including such shareholder's current Taxpayer Identification Number ("TIN") and other certifications. A U.S. Holder of Shares is required to give the Depository the social security number or employer identification number of the record owner of the Shares being submitted for payment in connection with the Amended Offer. If the Shares are in more than one name or are not in the name of the actual owner, please consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report. If the holder does not have a TIN, the holder should write "Applied For" in the space provided for the TIN. In such case, the Depository will retain 28 percent of all payments made to the holder, until such holder provides a TIN to the Depository. If the holder does not provide the Depository with a certified TIN within 60 days, the Depository will remit such retained amounts to the IRS as backup withholding.

Certain holders (including, among others, corporations and Non-U.S. Holders) are exempt from these backup withholding and reporting requirements. Exempt persons who are not Non-U.S. Holders are not subject to backup withholding and should indicate their exempt status on Substitute Form W-9 by entering their correct TIN, marking the appropriate box and signing and dating the Substitute Form W-9 in the space provided.

A Non-U.S. Holder should submit to the Depository the appropriate version of an IRS Form W-8, properly completed, including certification of such individual's foreign status, and signed under penalty of perjury. Form W-8BEN is the version of Form W-8 most likely to apply to foreign persons claiming exemption from backup withholding. Non-U.S. Holders should carefully read the instructions to Form W-8BEN and, if applicable, complete the required information, sign and date the Form W-8BEN and return the form to the Depository with the completed Letter of Transmittal. In certain cases, Form W-8BEN may not be the proper IRS form to be completed and returned, depending on the status of the foreign person claiming exemption from backup withholding. If you are a Non-U.S. Holder, you must complete and return the appropriate version of Form W-8. Form W-8BEN and other Forms W-8 are available from the Depository or from the IRS web site, at <http://www.irs.ustreas.gov>.

If the Depository is not provided with a properly completed Substitute Form W-9 or an IRS Form W-8BEN or other Form W-8, the holder may be subject to a \$50 penalty imposed by the IRS. In addition, the Depository may be required to withhold 28 percent of any cash payment made to the holder with respect to Shares submitted in connection with the Amended Offer as backup withholding. Backup withholding is not an additional tax. Rather, the tax liability of a person subject to backup withholding may be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund from the IRS may be obtained.

Please consult your accountant or tax advisor for further guidance regarding the completion of Substitute Form W-9, Form W-8BEN, or another version of Form W-8 to claim exemption from backup withholding, or contact the Depository.

Any questions or requests for assistance or additional copies of the Offer to Purchase, the First Supplement, the Second Supplement and the Letter of Transmittal may be directed to the Dealer Manager at its address or telephone number listed below, and will be furnished promptly at Purchaser's expense. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Amended Offer.

The Dealer Manager for the Offer is:
BofA Merrill Lynch

Merrill Lynch, Pierce, Fenner & Smith Incorporated
 Bank of America Tower
 One Bryant Park
 New York, NY 10036
Call Toll-Free (888) 803-9655

PAYER'S NAME: CERBERUS ABP INVESTOR LLC		
<p>SUBSTITUTE Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service</p> <p>Request for Taxpayer Identification Number and Certification</p> <p>Please fill in your name and address below.</p> <hr/> Name (as shown on your income tax return) <hr/> Business name, if different from above <p>Check appropriate box:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) <input type="checkbox"/> Exempt payee . </div> <div style="width: 35%;"> <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____ (see instructions) </div> </div>	<p>Part 1 — Taxpayer Identification Number (TIN) - Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions in the Guidelines. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN in the Guidelines.</p> <p>Note. If the account is in more than one name, see the chart in the Guidelines for guidelines on whose number to enter.</p>	<div style="margin-bottom: 20px;"> _____ Social Security Number(s) </div> <p>OR</p> <div style="margin-top: 20px;"> _____ Employer Identification Number(s) </div>
<p>Part 2 — Certification — Under penalties of perjury, I certify that:</p> <p>(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</p> <p>(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</p>		

Address (number, street, and apt. or suite no.)	(3) I am a U.S. citizen or other U.S. person (defined below).
City, State and ZIP Code	
List account number(s) here (optional)	<p>Certification Instructions — You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.</p> <p>Sign Here</p> <p>Signature of _____ DATE _____, 20 _____ U.S. person _____</p>

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING AT THE APPLICABLE WITHHOLDING RATE OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE MERGER. PLEASE REVIEW INSTRUCTION 7 ABOVE FOR ADDITIONAL INFORMATION.

[QuickLinks](#) -- Click here to rapidly navigate through this document

Exhibit (a)(1)(xix)

**REVISED NOTICE OF GUARANTEED DELIVERY
ALL OUTSTANDING SHARES OF COMMON STOCK
OF**

**BLUELINX HOLDINGS INC.
NOT OWNED BY CERBERUS ABP INVESTOR LLC
AT
\$4.00 NET PER SHARE
BY
CERBERUS ABP INVESTOR LLC
AND CERBERUS CAPITAL MANAGEMENT, L.P.**

**THE AMENDED OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON FRIDAY, OCTOBER 8, 2010, UNLESS THE AMENDED OFFER IS EXTENDED.**

This Revised Notice of Guaranteed Delivery, or a form substantially equivalent hereto, must be used to accept the Amended Offer (as defined below) if certificates for Shares (as defined below) are not immediately available, if the procedure for book-entry transfer cannot be completed on a timely basis or if time will not permit all required documents to reach Registrar and Transfer Company (the "Depositary") on or prior to the Expiration Date, which is 12:00 Midnight, New York City Time, on Friday, October 8, 2010, unless we extend the period of time for which the Amended Offer is open, in which case the Expiration Date will be the latest time and date on which the Amended Offer, as so extended, expires. This form may be delivered by hand, transmitted by facsimile transmission or mailed to the Depositary. See "THE AMENDED OFFER—Section 3. Procedures for Tendering Shares" in the Second Supplement to the Offer to Purchase.

Registrar and Transfer Company

By Mail:

Registrar and Transfer Company
Attn: Reorg/Exchange Dept.
P.O. Box 645
Cranford, New Jersey 07016

By Facsimile Transmission:

Registrar and Transfer Company
Attn: Reorg/Exchange Dept.
(908) 497-2311

By Hand or Overnight Courier:

Registrar and Transfer Company
Attn: Reorg/Exchange Dept.
10 Commerce Drive
Cranford, New Jersey 07016

Delivery of this Revised Notice of Guaranteed Delivery to an address other than one set forth above or transmission of instructions via facsimile number other than the facsimile number set forth above will not constitute a valid delivery to the Depositary.

This Revised Notice of Guaranteed Delivery to the Depositary is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an "Eligible Institution" (as defined in the Offer to Purchase) under the instructions thereto, such signature guarantees must appear in the applicable space provided in the signature box on the revised Letter of Transmittal. Do not send share certificates with this notice. Share certificates should be sent with your revised Letter of Transmittal.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the revised Letter of Transmittal or an Agent's Message (as defined in the Offer to Purchase, as amended and supplemented) and certificates for Shares to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

Ladies and Gentlemen:

The undersigned hereby tenders to Cerberus ABP Investor LLC, a Delaware limited liability company, and Cerberus Capital Management, L.P., a Delaware limited partnership, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 2, 2010 (the "Offer to Purchase"), the Supplement to the Offer to Purchase, dated August 19, 2010, and the Second Supplement to the Offer to Purchase, dated September 22, 2010, and the related revised Letter of Transmittal (which, together with any amendments or supplements thereto, constitute the "Amended Offer"), receipt of which is hereby acknowledged, the number of shares of common stock, par value \$0.01 per share (the "Shares"), of BlueLinx Holdings Inc., a Delaware corporation, set forth below, pursuant to the guaranteed delivery procedures set forth in the Offer to Purchase, as amended and supplemented.

Number of Shares Tendered: _____

Name(s) of Record Holder(s)

(please print)

Certificate No(s) (if available):

Address(es):

(Zip Code)

Check if Shares will be tendered by book-entry transfer.

Area Code and Telephone No(s) : _____

Name of Tendering Institution:

Signature(s):

Account No.: _____

Dated: _____, 2010

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program, New York Stock Exchange Inc. Medallion Signature Program or any other "eligible guarantor institution" (as such term is defined by Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (a) represents that the above named person(s) "own(s)" the Shares tendered hereby within the meaning of Rule 14e-4 under the Exchange Act ("Rule 14e-4"), (b) represents that such tender of Shares complies with Rule 14e-4 and (c) guarantees to deliver to the Depository either the certificates evidencing all tendered Shares, in proper form for transfer, or to deliver Shares pursuant to the procedure for book-entry transfer into the Depository's account at The Depository Trust Company (the "Book-Entry Transfer Facility"), in either case together with the Letter of Transmittal (or a facsimile thereof) properly completed and duly executed, with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase) in the case of a book-entry delivery, and any other required documents, all within three NYSE trading days after the date hereof.

Name of Firm: _____

(Authorized Signature)

Address: _____

Title: _____

(Zip Code)

Name: _____
(Please Type or Print)

Area Code and Telephone Number:

Dated: _____, 2010

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE. CERTIFICATES FOR SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

QuickLinks

[Exhibit \(a\)\(1\)\(xix\)](#)

[GUARANTEE \(Not to be used for signature guarantee\)](#)

[QuickLinks](#) -- Click here to rapidly navigate through this document

Exhibit (a)(1)(xx)

**SECOND SUPPLEMENT
TO
OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
BLUELINX HOLDINGS INC.
NOT OWNED BY CERBERUS ABP INVESTOR LLC
AT
\$4.00 NET PER SHARE

BY
CERBERUS ABP INVESTOR LLC
AND CERBERUS CAPITAL MANAGEMENT, L.P.**

**THE AMENDED OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON FRIDAY, OCTOBER 8, 2010, UNLESS THE AMENDED OFFER
IS EXTENDED.**

September 22, 2010

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

We have been engaged by Cerberus ABP Investor LLC, a Delaware limited liability company ("Purchaser") and Cerberus Capital Management, L.P., a Delaware limited partnership ("Cerberus"), to act as Dealer Manager in connection with Purchaser and Cerberus' offer to purchase all of the outstanding shares of common stock, par value \$0.01 per share (the "Shares"), of BlueLinx Holdings Inc., a Delaware corporation (the "Company"), not owned by Purchaser at a price of \$4.00 per Share, net to the seller in cash (the "Amended Offer Price"), without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Second Supplement to the Offer to Purchase, dated September 22, 2010 (the "Supplement") which supplements the offer to purchase dated August 2, 2010 (the "Offer to Purchase"), as amended, and in the related revised Letter of Transmittal (which, together with the Supplement, as each may be amended or supplemented from time to time, collectively constitute the "Amended Offer") enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

Enclosed herewith are the following documents:

1. Supplement, dated September 22, 2010;
 2. Revised Letter of Transmittal, including a Substitute Form W-9, to be used by stockholders of the Company in accepting the Amended Offer and tendering Shares;
 3. Revised Notice of Guaranteed Delivery to be used to accept the Amended Offer if certificates for Shares and all other documents cannot be delivered to the Depository, or if the procedures for book-entry transfer cannot be completed by the expiration date of the Amended Offer;
 4. A letter that may be sent to your clients for whose accounts you hold Shares in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Amended Offer; and
 5. Return envelope addressed to the Depository.
-

Your prompt action is requested. We urge you to contact your clients as promptly as possible. The Amended Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on Friday, October 8, 2010, unless the Amended Offer is extended.

The Amended Offer is conditioned upon, among other things, (i) the special committee of the board of directors of the Company having amended its "Solicitation/Recommendation Statement" on Schedule 14D-9 to affirmatively recommend the Amended Offer and not having subsequently withdrawn or amended or modified (whether by further amendment to Schedule 14D-9 or otherwise) in any manner adverse to Purchaser and Cerberus such affirmative recommendation of the Amended Offer (the "Special Committee Recommendation Condition"), (ii) there being validly tendered and not withdrawn a number of Shares representing at least a majority of the Shares, excluding Shares owned by Purchaser and the officers and directors of the Company, issued and outstanding (including any Shares issued upon exercise of options) as of the date the Shares are accepted for payment pursuant to the Amended Offer (the "Minimum Tender Condition") and (iii) unless waived, there being validly tendered and not withdrawn a sufficient number of Shares such that, upon acceptance for payment and payment for the tendered Shares pursuant to the Amended Offer, Purchaser will own a number of Shares representing at least 90% of the issued and outstanding Shares as of the date the Shares are accepted for payment pursuant to the Amended Offer (the "90% Condition"). The Amended Offer is not subject to any financing or due diligence condition. The Minimum Tender Condition and the Special Committee Recommendation Condition are not waivable but the 90% Condition and other conditions are waivable by Purchaser in its sole discretion. The Amended Offer is also subject to other conditions. See "THE AMENDED OFFER—Section 12. Conditions of the Amended Offer." in the Supplement.

Upon the terms and subject to the conditions of the Amended Offer (including, if the Amended Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will be deemed to have accepted for payment, and will pay for, all Shares validly tendered and not properly withdrawn by the Expiration Date if and when Purchaser gives oral or written notice to Registrar and Transfer Company (the "Depository") of Purchaser's acceptance of the tenders of such Shares for payment pursuant to the Amended Offer. Payment for Shares tendered and accepted for payment pursuant to the Amended Offer will be made only after timely receipt by the Depository of (a) certificates for such Shares or a Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to such Shares pursuant to the procedures set forth in the Offer to Purchase, (b) a revised Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the revised Letter of Transmittal), and (c) any other documents required by the revised Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to such Shares are actually received by the Depository. **Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Amended Offer or any delay in payment for Shares.**

Purchaser and Cerberus are not aware of any state where the making of the Amended Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser and Cerberus become aware of any valid state statute prohibiting the making of the Amended Offer or the acceptance of the Shares, Purchaser and Cerberus will make a good faith effort to comply with that state statute or seek to have such statute declared inapplicable to the Amended Offer. If, after a good faith effort, Purchaser and Cerberus cannot comply with the state statute, Purchaser and Cerberus will not make the Amended Offer to, nor will Purchaser and Cerberus accept tenders from or on behalf of, the holders of Shares in that state.

In order to tender Shares pursuant to the Amended Offer, a revised Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message (in the case of any book-entry transfer), and any other documents required by the revised Letter of Transmittal, should be sent to and timely received by the Depository, and either certificates representing the tendered Shares should be delivered or such Shares must be delivered to the

Depository pursuant to the procedures for book-entry transfers, all in accordance with the instructions set forth in the revised Letter of Transmittal and the Offer to Purchase.

Shares previously validly tendered and not withdrawn constitute valid tenders for purposes of the Amended Offer. Stockholders who have already tendered Shares pursuant to the Original Offer using the previously distributed original (white) Letter of Transmittal or original (green) Notice of Guaranteed Delivery and who have not withdrawn such Shares need not take any further action in order to receive the increased offer price of \$4.00 per Share, if Shares are accepted and paid for by Purchaser pursuant to the Amended Offer, except as may be required by the guaranteed delivery procedure if such procedure was utilized.

Purchaser and Cerberus will not pay any fees or commissions to any broker or dealer or other person (other than the Depository as described in the Offer to Purchase) in connection with the solicitation of tenders of Shares pursuant to the Amended Offer. You will be reimbursed upon request for customary mailing and handling expenses incurred by you in forwarding the enclosed offering materials to your clients.

If holders of Shares wish to tender their Shares but it is impracticable for them to deliver their certificates representing tendered Shares or other required documents or to complete the procedures for delivery by book-entry transfer prior to the Expiration Date, a tender may be effected by following the guaranteed delivery procedures specified in the Offer to Purchase and the revised Letter of Transmittal.

Questions and requests for assistance or for additional copies of the enclosed materials may be directed to the Dealer Manager at the address and telephone number set forth below and in the Supplement. Additional copies of the enclosed materials will be furnished at Purchaser's expense.

Very truly yours,

Merrill Lynch, Pierce, Fenner & Smith
Incorporated

Bank of America Tower
One Bryant Park
New York, NY 10036
(888) 803-9655

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY PERSON THE AGENT OF PURCHASER, CERBERUS, THE COMPANY, THE INFORMATION AGENT, THE DEPOSITARY OR ANY OF THEIR RESPECTIVE AFFILIATES, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY REPRESENTATION ON BEHALF OF ANY OF THEM WITH RESPECT TO THE AMENDED OFFER NOT CONTAINED IN THE SUPPLEMENT, THE OFFER TO PURCHASE OR THE REVISED LETTER OF TRANSMITTAL.

QuickLinks

[Exhibit \(a\)\(1\)\(xx\)](#)

**SECOND SUPPLEMENT
TO
OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
BLUELINX HOLDINGS INC.
NOT OWNED BY CERBERUS ABP INVESTOR LLC
AT
\$4.00 NET PER SHARE
BY
CERBERUS ABP INVESTOR LLC
AND CERBERUS CAPITAL MANAGEMENT, L.P.**

**THE AMENDED OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON FRIDAY, OCTOBER 8, 2010, UNLESS THE AMENDED OFFER IS EXTENDED.**

September 22, 2010

To Our Clients:

Enclosed for your information is the Second Supplement to the Offer to Purchase, dated September 22, 2010 (the "Supplement"), and the related revised Letter of Transmittal (which, together with the Supplement, as each may be amended or supplemented from time to time, collectively constitute the "Amended Offer"), relating to the offer by Cerberus ABP Investor LLC, a Delaware limited liability company (the "Purchaser") and Cerberus Capital Management, L.P., a Delaware limited partnership ("Cerberus"), to purchase all of the outstanding shares of common stock, par value \$0.01 per share (the "Shares"), of BlueLinx Holdings Inc., a Delaware corporation (the "Company"), not owned by Purchaser at a price of \$4.00 per Share, net to the seller in cash (the "Amended Offer Price"), without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Amended Offer.

We are the holder of record of Shares held by us for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The revised Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish to tender any or all of the Shares held by us for your account, pursuant to the terms and conditions set forth in the Amended Offer.

Your attention is directed to the following:

1. The Amended Offer Price is \$4.00 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions of the Amended Offer.
 2. The Amended Offer is being made for all outstanding Shares not currently owned by Purchaser.
 3. The Amended Offer is conditioned upon, among other things, (i) the special committee of the board of directors of the Company having amended its "Solicitation/Recommendation Statement" on Schedule 14D-9 to affirmatively recommend the Amended Offer and not having subsequently withdrawn or amended or modified (whether by further amendment to Schedule 14D-9 or otherwise) in any manner adverse to Purchaser and Cerberus such affirmative recommendation of the Amended Offer (the "Special Committee Recommendation Condition"), (ii) there being validly tendered and not withdrawn a number
-

of Shares representing at least a majority of the Shares, excluding Shares owned by Purchaser and the officers and directors of the Company, issued and outstanding (including any Shares issued upon exercise of options) as of the date the Shares are accepted for payment pursuant to the Amended Offer (the "Minimum Tender Condition") and (iii) unless waived, there being validly tendered and not withdrawn a sufficient number of Shares such that, upon acceptance for payment and payment for the tendered Shares pursuant to the Amended Offer, Purchaser will own a number of Shares representing at least 90% of the issued and outstanding Shares as of the date the Shares are accepted for payment pursuant to the Amended Offer (the "90% Condition"). The Amended Offer is not subject to any financing or due diligence condition. The Minimum Tender Condition and the Special Committee Recommendation Condition are not waivable but the 90% Condition and other conditions are waivable by Purchaser in its sole discretion. The Amended Offer is also subject to other conditions. See "THE AMENDED OFFER—Section 12. Conditions of the Amended Offer," in the Supplement.

4. The Amended Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on Friday, October 8, 2010 (the "Expiration Date"), unless Purchaser and Cerberus have extended the period of time during which the Amended Offer is open, in which event the term "Expiration Date" means the latest time and date at which the Amended Offer, so extended, expires.
5. Any transfer taxes applicable to the sale of Shares to Purchaser pursuant to the Amended Offer will be paid by Purchaser, except as otherwise provided in Instruction 6 of the revised Letter of Transmittal. However, U.S. federal income tax may be withheld as the applicable backup withholding rate of 28%, unless the taxpayer identification information is provided and certain certification requirements are met, or unless an exemption is established. See Instruction 8 of the revised Letter of Transmittal.

If you wish to have us tender any or all of the Shares held by us for your account, please so instruct us by completing, executing and returning to us in the enclosed envelope the instruction form set forth on the reverse side of this letter. Please forward your instructions to us in ample time to permit us to submit a tender on your behalf prior to the Expiration Date. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form set forth on the reverse side of this letter.

Payment for Shares will in all cases be made only after such Shares are tendered and accepted by Purchaser for payment pursuant to the Amended Offer and the timely receipt by Registrar and Transfer Company (the "Depository"), of (a) certificates for such Shares or a Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to such Shares pursuant to the procedures set forth in the Offer to Purchase, (b) a revised Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the revised Letter of Transmittal), and (c) any other documents required by the revised Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to such Shares are actually received by the Depository. **Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Amended Offer or any delay in payment for Shares.**

The Amended Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Amended Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. In any jurisdiction where applicable laws require the Amended Offer to be made by a licensed broker or dealer, the Amended Offer shall be deemed to be made on behalf of Purchaser and Cerberus by Merrill Lynch, Pierce, Fenner & Smith Incorporated, the Dealer Manager for the Amended Offer, or by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

INSTRUCTIONS WITH RESPECT TO THE

**Second Supplement to the
Offer to Purchase for Cash**

All Outstanding Shares of Common Stock

of

BlueLinx Holdings Inc.

Not Owned by Cerberus ABP Investor LLC

at

\$4.00 Net Per Share

by

**Cerberus ABP Investor LLC
and Cerberus Capital Management, L.P.**

The undersigned acknowledge(s) receipt of your letter, the Second Supplement to the Offer to Purchase, dated September 22, 2010 (the "Supplement"), and the related revised Letter of Transmittal ("Letter of Transmittal") relating to the shares of common stock, par value \$0.01 per share (the "Shares"), of BlueLinx Holdings Inc.

This will instruct you to tender the number of Shares indicated below (or if no number is indicated below, all Shares) held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Supplement and in the related revised Letter of Transmittal furnished to the undersigned.

Number of Shares Tendered: _____.**

SIGN HERE

Signature(s) : _____

Please type or print Name(s) : _____

Tax Identification Number(s) or Social Security Number(s) : _____

Address(es) : _____

Area Code and Telephone No(s) : _____

Dated: _____, 2010

** Unless otherwise indicated, it will be assumed that all of your Shares are to be tendered.

QuickLinks

[Exhibit \(a\)\(1\)\(xxi\)](#)

W-9 Guidelines #153
12-05-07

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

Cat. No. 10231X

Form **W-9**

(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.
-

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You

must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:

1. Individual
2. Two or more individuals (joint account)
3. Custodian account of a minor (Uniform Gift to Minors Act)
4. a. The usual revocable savings trust (grantor is also trustee)
- b. So-called trust account that is not a legal or valid trust under state law
5. Sole proprietorship or disregarded entity owned by an individual

Give name and SSN of:

- The individual
- The actual owner of the account or, if combined funds, the first individual on the account ¹
- The minor ²
- The grantor-trustee ¹
- The actual owner ¹
- The owner ³

For this type of account:

6. Disregarded entity not owned by an individual
7. A valid trust, estate, or pension trust
8. Corporate or LLC electing corporate status on Form 8832
9. Association, club, religious, charitable, educational, or other tax-exempt organization
10. Partnership or multi-member LLC
11. A broker or registered nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments

Give name and EIN of:

- The owner
- Legal entity ⁴
- The corporation
- The organization
- The partnership
- The broker or nominee
- The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules regarding partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

QuickLinks

[Exhibit \(a\)\(1\)\(xxii\)](#)

[GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9](#)

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

-----x
GABRIELLA CENTONZE, individually and on behalf of all others similarly situated,

Plaintiff,

Index No.

v.

CERBERUS ABP INVESTOR LLC,

Defendants
-----x

**CIVIL ACTION
CLASS ACTION COMPLAINT
JURY TRIAL DEMAND**

Plaintiff, by his attorneys, alleges upon information and belief, except for his own acts, which are alleged on knowledge, as follows:

1. Plaintiff brings this action on behalf of the public stockholders of BlueLinx Holdings Inc. (“BlueLinx” or the “Company”) against BlueLinx’s controlling shareholder, Cerberus ABP Investor LLC (“Cerberus”) to enjoin the proposed acquisition of BlueLinx by Cerberus.
 2. Cerberus is the Company’s controlling shareholder and owns approximately 55.39% of the Company’s outstanding common stock. On July 22, 2010, Cerberus announced that it intends to make a tender offer to acquire all of the outstanding shares of BlueLinx not already owned by Cerberus for \$3.40 per share (the “Tender Offer” or the “Proposed Transaction”). On August 2, 2010, Cerberus filed the Offer to Purchase commencing the Tender Offer. The Tender Offer is scheduled to expire on August 27, 2010.
 3. As described below, both the value to BlueLinx shareholders contemplated in the Proposed Transaction and the process by which Cerberus proposes to consummate the Proposed Transaction are fundamentally unfair to Plaintiff and the other public shareholders of the
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Company. Cerberus's conduct constitutes a breach of their fiduciary duties owed to BlueLinx's public shareholders.

4. In addition, on August 2, 2010, People's United filed the Offer to Purchase with the United States Securities and Exchange Commission ("SEC") in connection with the Proposed Transaction. The Offer to Purchase fails to provide the Company's shareholders with material information and/or provides them with materially misleading information thereby rendering the shareholders unable to cast an informed decision regarding whether to tender their shares in the tender offer.

5. For these reasons and as set forth in detail herein, Plaintiff seeks to enjoin Defendants from taking any steps to consummate the Proposed Transaction or, in the event the Proposed Transaction is consummated, recover damages resulting from Cerberus's violation of their fiduciary duties of loyalty, good faith, due care, and full and fair disclosure.

PARTIES

6. Plaintiff is, and has been at all relevant times, the owner of shares of common stock of BlueLinx.

7. Defendant Cerberus is an affiliate of Cerberus Capital Management, L.P. and is a Delaware limited liability company with its headquarters located at 299 Park Avenue, New York, NY 10171. Cerberus is the Company's controlling shareholder owning approximately 55.39% of the Company's outstanding common stock.

JURISDICTION AND VENUE

8. This court has jurisdiction over the defendant. Cerberus's principal executive offices are located at 299 Park Avenue, New York, NY 10171.

9. Venue is proper in the Court because Cerberus's principal executive offices are located in New York County, and a substantial portion of the transactions and wrongs complained of herein, including Cerberus's participation in the wrongful acts detailed herein, occurred in New York County.

THE PROPOSED TRANSACTION IS SUBJECT TO ENTIRE FAIRNESS

10. Cerberus is the controlling stockholder of BlueLinx owning approximately 55.39% of the Company's outstanding common stock.

11. As stated in the Company's latest Annual Report filed with the Securities and Exchange Commission on March 2, 2010:

Affiliates of Cerberus control us and may have conflicts of interest with other shareholders in the future.

Funds and accounts managed by Cerberus or its affiliated management companies, which are referred to collectively as the controlling shareholder, collectively own approximately 55% of our common stock. As a result, the controlling shareholder will continue to be able to control the election of our directors, determine our corporate and management policies and determine, without the consent of our other shareholders, the outcome of any corporate transaction or other matter submitted to our shareholders for approval, including potential mergers or acquisitions, asset sales and other significant corporate transactions.

Five of our ten directors are employees of or advisors to Cerberus. The controlling shareholder also has sufficient voting power to amend our organizational documents. The interests of the controlling shareholder may not coincide with the interests of other holders of our common stock. Additionally, the controlling shareholder is in the business of making investments in companies and may, from time to time, acquire and hold interests in businesses that compete directly or indirectly with us. The controlling shareholder may also pursue, for its own account, acquisition opportunities that may be complementary to our business, and as a result, those acquisition opportunities may not be available to us. So long as the controlling shareholder continues to own a significant amount of the outstanding shares of our common stock, it will continue to be able to strongly influence or effectively control our decisions, including potential mergers or acquisitions, asset sales and other significant corporate transactions. In addition, because we are a controlled company within the meaning of the New York Stock Exchange rules, we are exempt from the NYSE requirements that our board be

composed of a majority of independent directors, and that our compensation and nominating/corporate governance committees be composed entirely of independent directors.

12. As controlling stockholder, Cerberus has the power and is exercising such power to enable it to acquire the Company's common stock and to dictate terms that are contrary to the Company's minority shareholders' best interests and do not reflect the fair value of BlueLinx's common stock.

13. As such, the transaction is subject to the exacting entire fairness standard under which the Defendants must establish both fair price and fair dealing.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on its own behalf and as a class action on behalf of all owners of BlueLinx common stock and their successors in interest, except Defendants and their affiliates (the "Class").

15. This action is properly maintainable as a class action for the following reasons:

(a) the Class is so numerous that joinder of all members is impracticable. As of August 13, 2010, BlueLinx has approximately 32.68 million shares outstanding.

(b) questions of law and fact are common to the Class, including, inter alia, the following:

- (i) Has Cerberus, as controlling stockholder, breached its fiduciary duties owed by it to Plaintiff and the other members of the Class;
- (ii) Has Cerberus misrepresented and omitted material facts in violation of their fiduciary duties owed by them to Plaintiff and the other members of the Class;

- (iii) Is the Class entitled to injunctive relief or damages as a result of Defendants' wrongful conduct.
- (c) Plaintiff is committed to prosecuting this action and have retained competent counsel experienced in litigation of this nature.
- (d) Plaintiff's claims are typical of those of the other members of the Class.
- (e) Plaintiff has no interests that are adverse to the Class.
- (f) The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications for individual members of the Class and of establishing incompatible standards of conduct for Defendants.
- (g) Conflicting adjudications for individual members of the Class might as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

FURTHER SUBSTANTIVE ALLEGATIONS

16. BlueLinx is a leading distributor of building products in the United States. The Company operates in all of the major metropolitan areas in the United States and, as of January 2, 2010, has distributed more than 10,000 products to approximately 11,500 customers through their network of more than 70 warehouses and third-party operated warehouses. The Company distributes products in two principal categories: structural products and specialty products. Structural products, which represented approximately 44% and 50% of their fiscal 2009 and fiscal 2008 gross sales, include plywood, oriented strand board, rebar and remesh, lumber and other wood products primarily used for structural support, walls and flooring in construction projects. Specialty products, which represented approximately 56% and 50% of their fiscal 2009 and fiscal 2008 gross sales, include roofing, insulation, specialty panels,

moulding, engineered wood products, vinyl products (used primarily in siding), composite decking and metal products (excluding rebar and remesh).

17. Like most other companies participating in the housing industry, BlueLinx has recently suffered from the housing market downturn that began a few years ago. However, BlueLinx has successfully survived through it and is now poised to see future growth in its business. On February 17, 2010, the Company reported financial results for the fourth quarter ending January 2, 2010. For the quarter, the Company generated net income of \$12.0 million compared with a net loss of \$25.1 million in the year-ago period. The Company reported that revenues decreased 27% to \$366.1 million from \$501.5 million for the same period a year ago. BlueLinx President and CRO George Judd (“Judd”) was optimistic that the Company had reached the bottom of a “four-year decline” and that the Company was poised to improve in 2010. As he stated: “While conditions remain difficult, I believe that we have reached the bottom of this four-year decline...As we move forward in 2010, we are confident in our ability to both increase our share of the market and maintain the operating discipline that we demonstrated throughout 2009.”

18. As predicted, the Company began to improve in 2010. On May 6, 2010, BlueLinx announced its financial results for the first quarter ending April 3, 2010. The Company reported a net loss of \$14.7 million for the quarter, which was a significant improvement to the staggering net loss of \$60.7 million the Company reported for the same quarter in 2009. In addition, the Company reported that revenues increased 6% to \$431.1 million from \$407.1 million for the same period a year ago. The Company also reported that gross profit for the quarter totaled \$52.3 million, up 18% from \$44.3 million in the prior-year period. Judd commented that the results would have even been better had their not been “unusually severe weather conditions

6

throughout the country,” and that demand for the Company’s products is poised for increase. As he stated: “While we achieved our first year over year quarterly increase in revenue in four years, our results were hindered by unusually severe weather conditions throughout the country...However, *since the later part of the first quarter, we have seen an increase in demand for our products as the housing market appears to have begun its recovery.*” [Emphasis Added].

19. The Company showed even more improvement during the second quarter. On August 5, 2010, the Company announced its results for the second quarter of 2010 announcing that (a) revenues increased 27.7% to \$540.8 million from \$423.5 million for the same period a year ago; (b) Overall unit volume rose 11.9% compared to the year-ago period; and (c) gross profit for the second quarter totaled \$64.1 million, up 32.8% from \$48.3 million in the prior-year period. Judd commented on the Company’s solid performance during the quarter stating: “The second-quarter business climate was characterized by unprecedented volatility in the structural wood-based products market and a sluggish recovery of demand for products related to new home construction...Despite this challenging environment, we performed well as we grew our unit volume by 11.9% and increased our gross profit by 32.8%....”

20. In an August 5, 2010 conference call discussing the Company’s financial results, Judd commended the Company’s ability to survive the downturn and was optimistic about the Company’s future success, stating in part:

As we have done since the housing market downturn began over four years ago, we have tightly managed our accounts receivable portfolio and credit approval processes. Our bad debt expense is down 75% over the prior year quarter. We continued to aggressively manage inventories, receivables, and keep our tight controls on our cost structure without diminishing our ability to achieve our business objectives.

7

In May we added Joe Costello [ph] to our senior management team as senior vice president of our western regions. Joe is a former senior executive with several other companies, most recently Louisiana Pacific. He will lead our Western operations, which have been performing below their potential. I am excited to have someone of Joe's caliber joining the BlueLinx team, and look forward to his leadership as we work to facilitate growth in our Western operations. There continues to be uncertainty around the macro economic factors that drive our business. I believe when consumer competence rises and unemployment rates decline, we will begin to see sustainable improvements in the housing market.

In closing, we cannot control the external environment but we can work to ensure our company is well positioned in this challenging environment, and ready to capitalize on opportunities as business resumes a more normal phase. Guided by our long-term objectives, I believe the actions and decisions we are making each day position BlueLinx for long-term success.

21. With the Company poised for growth, Cerberus used it as the perfect opportunity to snatch away the Company while it was undervalued. On July 22, 2010, Cerberus issued a press release announcing that it intends to make a tender offer to acquire all of the outstanding shares of BlueLinx for \$3.40 per share.

22. In addition, in a letter sent to the BlueLinx Board of Directors on July 21, 2010, Cerberus stated that it was interested only in acquiring the BlueLinx shares not already owned by it and that it had no current interest in selling its stake in BlueLinx nor would it currently expect to vote in favor of any alternative sale, merger or similar transaction.

23. On August 2, 2010, Cerberus filed the Offer to Purchase with SEC commencing the tender offer, which is set to expire on August 27, 2010. If following the consummation of the tender offer, Cerberus owns 90% or more of the Company's outstanding shares, Cerberus will consummate a short form merger between the Company and Cerberus, the Company will become a privately-held Company, and the rights of the public shareholders to share in the future growth of the Company will be extinguished.

24. The \$3.40 per share offer is inadequate. The Proposed Transaction will deny Class members their right to share proportionately and equitably in the true value of the Company's ongoing and valuable business, as well as its future growth in profits and earnings, at a time when the Company has survived some of the worst economic conditions in modern history and is poised to become highly profitable.

25. The Proposed Transaction represents a paltry premium of just 16.8% based on the volume-weighted average closing price for the last 30 trading days prior to Cerberus's July 22, 2010 announcement. Just recently on December 21, 2009, a Bloomberg article entitled "CEOs paying 56% M&A Premium Shows Stocks May be Cheap" reported that "[t]he average premium in mergers and acquisitions in [2009] which U.S. companies were the buyer and seller rose to 56% this year from 47 percent last year [2008]..." Thus, the Proposed Transaction premium is well below the average premium in like transactions during 2009.

26. In the few months prior to the Proposed Transaction, BlueLinx stock had been trading well in excess of the Proposed Transaction offer price of \$3.40. In fact, as recently as April 26, 2010, BlueLinx's stock traded at \$6.32 per share. Further, at least one Wall Street analyst had a price target of \$5.00 per share before the Proposed Transaction was announced.

27. Given the Company's recent performance and future prospects, the consideration shareholders are to receive is inadequate. BlueLinx shareholders are being cashed out at the unfairly low price of \$3.40 per share, which doesn't adequately take into account the tremendous growth potential for BlueLinx. Accordingly, Cerberus is picking up BlueLinx at the most opportune time, at a time when BlueLinx is poised for growth and its stock price is trading at a huge discount to its intrinsic value.

28. In addition, the Offer to Purchase filed by Cerberus fails to provide the Company's shareholders with material information and/or provides them with materially misleading information thereby rendering the shareholders unable to cast an informed decision regarding whether to tender their shares in the tender offer.

29. For example, the Offer to Purchase fails to disclose any financial analyses conducted by Cerberus and/or its financial advisors to determine the value of the Company and/or the fairness of its \$3.40 per share offer. If Cerberus conducted financial analyses or hired financial advisors to conduct such analyses, these analyses must be disclosed, so that shareholders can assess the credibility of the \$3.40 per share offer.

30. At the very least, the Offer to Purchase should disclose the full set of projections relied upon by Cerberus. For example, the Offer to Purchase discloses a Company Operating Plan, a set of projections for years 2010-2014 that the Company prepared and provided to Cerberus, as well as a Stretch Plan, a more aggressive set of projections prepared by the Company. However, the Offer to Purchase discloses only "certain selected items" from these projections. Similarly, Cerberus prepared its own set of projections described as the Purchaser Projections and the Upside Case projections, but again the Offer to Purchase only discloses "certain selected items" from these projections. The Offer to Purchase must disclose the full set as well as the criteria and sources used by Cerberus to derive the assumptions it used in the projections, including the assumptions with respect to new U.S. housing starts.

31. Accordingly, Plaintiff seeks injunctive and other equitable relief to prevent the irreparable injury that Company shareholders will continue to suffer absent judicial intervention.

CLAIM FOR RELIEF

**COUNT I
Breach of Fiduciary Duty
(Against Cerberus)**

32. Plaintiff repeats all previous allegations as if set forth in full herein.

33. As the controlling stockholder of the Company, Cerberus violated its fiduciary duty to the public shareholders by seeking to acquire the public shareholders' stake in the Company for wholly inadequate and unfair consideration.

34. Cerberus has the power and is exercising its power to acquire BlueLinx's public shares and dictate terms which are in its interest regardless of the wishes or best interests of Class members and without establishing the fair market value of BlueLinx's shares.

35. The fiduciary duties of Cerberus in the circumstances of the Proposed Transaction require them to disclose to Plaintiff and the Class all information material to the decisions confronting BlueLinx's shareholders. As set forth above, Cerberus has breached their fiduciary duty through materially inadequate disclosures and material disclosure omissions.

36. Cerberus has breached and will continue to breach its fiduciary duties owed to the public shareholders of BlueLinx, and is engaging in, or facilitating the accomplishment of, an unfair and self-interest transaction that is not entirely fair to the public shareholders of BlueLinx.

37. As a result of Cerberus's breaches of its fiduciary duties, Plaintiff and the Class will suffer irreparable injury.

38. Unless enjoined by this Court, Cerberus will continue to breach its fiduciary duties owed to Plaintiff and the Class, and may consummate the Proposed Transaction, to the irreparable harm of the Class.

39. Plaintiffs and the Class have no adequate remedy at law.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally, as follows:

- (A) declaring this action to be a class action and certifying Plaintiff as the Class representatives and his counsel as Class counsel;
- (B) enjoining, preliminarily and permanently, the Proposed Transaction;
- (C) in the event that the transaction is consummated prior to the entry of this Court's final judgment, rescinding it or awarding Plaintiff and the Class rescissory damages;
- (D) directing that Defendants account to Plaintiff and the other members of the Class for all damages caused by them and account for all profits and any special benefits obtained as a result of their breaches of their fiduciary duties;
- (E) awarding Plaintiff the costs of this action, including a reasonable allowance for the fees and expenses of Plaintiff's attorneys and experts; and
- (F) granting Plaintiff and the other members of the Class such further relief as the Court deems just and proper.

August 13, 2010

LEVI & KORSINSKY, LLP

/s/ Joseph Levi

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Transaction ID 32666802
Case No. 5721-
[SEAL]

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

WEIYANG LIANG, On Behalf Of Himself And All Others Similarly Situated,)	
)	
)	
)	
Plaintiff,)	C.A. No.
)	
v.)	
)	
HOWARD S. COHEN, RICHARD S. GRANT, GEORGE R. JUDD, CHARLES H. MCELREA, RICHARD B. MARCHESE, STEVEN F. MAYER, ALAN H. SCHUMACHER, MARK A. SUWYN, ROBERT G. WARDEN, M. RICHARD WARNER, CERBERUS ABP INVESTOR LLC, AND CERBERUS CAPITAL MANAGEMENT, L.P.,)	
)	
)	
Defendants.)	

VERIFIED CLASS ACTION COMPLAINT

Plaintiff, by his attorneys, alleges upon personal knowledge as to his own acts and upon information and belief as to all other matters, as follows:

NATURE OF ACTION

1. This is a stockholders' class action lawsuit brought on behalf of the public stockholders of BlueLinx Holdings, Inc. ("BlueLinx" or the "Company") against certain directors and officers of the Company, and BlueLinx's controlling stockholders, Cerberus ABP Investor LLC., and Cerberus Capital Management, L.P. (collectively, "Cerberus"), seeking injunctive or other appropriate relief relating to a coercive and unfair offer by Cerberus to acquire the remaining common stock of the Company not already owned by Cerberus through means of an un-negotiated tender offer (the "Tender Offer") followed by a second-step, short-form merger upon satisfaction of certain conditions for



\$3.40 per share in cash (the "Acquisition"). Because of the Acquisition, BlueLinx public stockholders will be cashed-out pursuant to grossly unfair and inadequate terms to the benefit of Cerberus.

2. Cerberus intends to acquire the Company by Tender Offer, followed by a second step merger at the same price if it is successful in obtaining 90% of BlueLinx's outstanding shares. On or about August 2, 2010, Cerberus filed with SEC a Tender Offer Statement and Rule 13E-3 Transaction Statement under cover of Schedule TO (the "TO Statement"). The TO Statement incorporated an offer to purchase and set the Tender Offer's expiration for Midnight EST on August 27, 2010. As detailed below, the Tender Offer is coercive and endeavors to squeeze out minority stockholders pursuant to an improper process and for inadequate consideration. Cerberus also is breaching its fiduciary duty of full and fair disclosure because of the numerous material omissions and misstatements that pervade the TO Statement.

PARTIES

3. Plaintiff is and, at all relevant times has been, the owner of shares of BlueLinx common stock.

4. Non-party BlueLinx is a corporation duly organized and existing under the laws of the State of Delaware. The Company maintains its principal executive offices at 4300 Wildwood Parkway, Atlanta, Georgia. BlueLinx distributes building products in North America. The company distributes approximately 10,000 products to 11,500 customers through its network of 70 warehouses and third party operated warehouses. It distributes products in two principal categories, structural products and

specialty products. BlueLinx Holdings' structural products include plywood, oriented strand board, rebar and remesh, lumber, and other wood products primarily used for structural support, walls, and flooring in construction projects. Its specialty products comprise roofing, insulation, specialty panels, moulding, engineered wood products, vinyl products (used primarily in siding), composite decking, and metal products (excluding rebar and remesh). The company's customers include building materials dealers, industrial users of building products, manufactured housing builders, and home improvement centers. It sells its products through three distribution channels consisting of warehouse sales, reload sales, and direct sales. The company was founded in 1996. As of August 6, 2010, BlueLinx had approximately 32,701,062 shares of common stock outstanding. BlueLinx stock trades on the New York Stock Exchange.

5. Defendant Howard S. Cohen has served as Chairman of BlueLinx's board of directors (the "Board") since March 2008 and as a member of the Board since September 2007. Mr. Cohen served as BlueLinx's Interim Chief Executive Officer from March 2008 through October 2008 and as its Executive Chairman from March 2008 through March 2009. Prior to joining BlueLinx as an executive officer, Mr. Cohen was a Senior Advisor of Cerberus. Mr. Cohen also serves as the Chairman of the boards of directors of Albertsons LLC and Hilco Receivables LLC, both of which are Cerberus portfolio companies.

6. Defendant Richard S. Grant has served as a member of the Board since December 2005. Mr. Grant, along with Messrs. Marchese and Schumacher, serves

on the special committee of the Board created following the Proposed Tender Offer (the “Special Committee”).

7. Defendant George R. Judd has served as BlueLinx’s Chief Executive Officer since October 2008 and as the Company’s President and Chief Operating Officer since May 2004. Mr. Judd has served as a member of the Board since October 2008.

8. Defendant Charles H. McElrea served as BlueLinx’s Chief Executive Officer from May 2004 until his retirement from that position in October 2005, and has served as a member of the Board since May 2004.

9. Defendant Richard B. Marchese has served as a member of the Board since May 2005. Mr. Marchese, along with Messrs. Grant and Schumacher, serves on the Special Committee.

10. Defendant Steven F. Mayer has served as a member of the Board since May 2004. Mr. Mayer is a Managing Director of Cerberus.

11. Defendant Alan H. Schumacher has served as a member of the Board since May 2004. Mr. Schumacher, along with Messrs. Grant and Marchese, serves on the Special Committee.

12. Defendant Mark A. Suwyn has served as a member of the Board since May 2005. Mr. Suwyn has previously served as a senior member of the operations team of Cerberus, and as an advisor to Cerberus.

13. Defendant Robert G. Warden has served as a member of the Board since May 2004. Mr. Warden is a Managing Director of Cerberus.

14. Defendant M. Richard Warner has served as a member of the Board since March 2008. Mr. Warner is a consultant for Cerberus. Mr. Warner also serves on the board of Hilco Receivables, LLC, which is a Cerberus portfolio company.

15. The individuals identified above are collectively referred to throughout this complaint as the “Director Defendants.”

16. The Director Defendants, by reason of their corporate directorship and/or executive positions, stand in a fiduciary position relative to the Company’s stockholders, which fiduciary relationship, at all times relevant herein, required the Director Defendants to exercise their best judgment, and to act in a prudent manner and in the best interests of the Company’s stockholders.

17. Defendant Cerberus ABP Investor LLC is a Delaware limited liability company controlled by Cerberus Capital Management, L.P. Cerberus ABP Investor LLC maintains its principal executive office in New York, New York, and currently owns 18,100,000 shares, or 55.39%, of BlueLinx’s outstanding common stock. Those holdings do not include the approximately 3,000,000 shares of BlueLinx common stock beneficially owned by the Company’s directors and officers.

18. Defendant Cerberus Capital Management, L.P. (sometimes referred to as “Cerberus Capital Management”) is a Delaware limited partnership headquartered in New York, New York. Cerberus Capital Management, L.P., along with its affiliates, is a private investment firm with approximately \$23 billion under management. As noted in the preceding paragraph, Cerberus Capital Management, L.P. controls defendant Cerberus ABP Investor LLC, which in turn owns 55.39% of BlueLinx’s outstanding common

stock. In addition, at least five of BlueLinx's ten directors are affiliated with Cerberus Capital Management, L.P. Collectively, Cerberus Capital Management, L.P. and Cerberus ABP Investor LLC are referred to as Cerberus.

19. As the controlling stockholder of BlueLinx, Cerberus owes fiduciary duties to BlueLinx's public stockholders and owes them the highest obligations of loyalty, good faith and fair dealing, and full and fair disclosure.

20. Because defendants are knowingly or recklessly breaching their duties of loyalty, good faith and independence in connection with the Tender Offer, the burden of proving the inherent or entire fairness of the Acquisition, including all aspects of its negotiation, structure, price and terms, is placed upon defendants as a matter of law.

CLASS ACTION ALLEGATIONS

21. Plaintiff brings this case on his own behalf and as a class action on behalf of all stockholders of the Company, except defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any of the defendants, who will be threatened with injury arising from defendants' actions as are described more fully below (the "Class").

22. This action is properly maintainable as a class action.

23. The Class is so numerous that joinder of all members is impracticable. The Company has thousands of stockholders who are scattered throughout the United States.

24. Questions of law and fact are common to the Class, including, among others:

- (a) Whether the defendants have breached and are breaching their fiduciary duties owed by them to plaintiff and the Class by virtue of the conduct complained of herein;
- (b) Whether the consideration to be paid for the publicly traded BlueLinx pursuant to the Acquisition shares is entirely fair;
- (c) Whether defendants have acted in a manner that is entirely fair to BlueLinx's public stockholders in structuring the Tender Offer and Acquisition, and responding thereto;
- (d) Whether some or all of the defendants breached their fiduciary duty of disclosures; and
- (e) Whether plaintiff and the other members of the Class will be irreparably harmed by the actions transactions complained of herein.

25. Plaintiff is committed to prosecuting the action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and plaintiff has the same interests as the other members of the Class. Plaintiff is an adequate representative of the Class.

26. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for defendants, or adjudications with respect to individual members of the Class which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

27. The defendants have acted, or refused to act, on grounds generally applicable to, and causing injury to, the Class and, therefore, preliminary and final injunctive relief on behalf of the Class as a whole is appropriate.

SUBSTATIVE ALLEGATIONS

28. On May 7, 2004, ABP Distribution Holdings Inc. (“ABP”), a newly formed entity owned by Cerberus Capital Management and members of its management, acquired assets of Georgia-Pacific’s distribution division. ABP subsequently merged into the Company. On December 17, 2004, the Company consummated an initial public offering. Cerberus did not sell any of its shares in the initial public offering but the Company used substantially all of the proceeds from the initial public offering to repay and refinance indebtedness of the Company held by Cerberus and redeem preferred stock of the Company held by Cerberus.

29. Cerberus has beneficially owned 18,100,000 shares since the initial public offering of the Company. Currently, Cerberus’ ownership is approximately 55.39% of the outstanding shares. As a result of its control, Cerberus also is able to dominate and control the Board, such that half of its members, including its Chairman, are Cerberus affiliates.

30. According to the Schedule TO and its exhibits, “[o]ver the past twelve months, Lenard Tessler, Steven Mayer and Robert Warden of Cerberus had sporadic, informal communications with Howard Cohen, Chairman of the Company, about the possibility of Cerberus taking the Company private.”

31. The investment committee at Cerberus gave preliminary approval for the Tender Offer and Acquisition on July 7, 2010. Subsequently, on July 21, 2010, Cerberus declared its intention to acquire the shares in BlueLinx it does not already own for \$3.40 per share by a letter delivered to the Board. Specifically, Cerberus indicated in that letter that it intended to commence the Acquisition within seven (7) days of the date of the letter. Cerberus also indicated its belief that it would be appropriate for the Company to form a special committee of independent directors to consider and formulate a recommendation to the Company's shareholders.

32. According to the letter reproduced in the TO Statement, the Tender Offer is subject to the following conditions:

The Tender Offer will be conditioned upon, among other things, the tender of a majority of shares not owned by Cerberus or by the directors or officers of the Company and, unless waived, Cerberus owning at least 90% of the outstanding BlueLinx common stock as a result of the tender or otherwise. Any shares not acquired in the Tender Offer are expected to be acquired in a subsequent merger transaction at the same cash price per share. The Tender Offer is not subject to any financing or due diligence condition.

33. The letter further indicates that Cerberus will neither sell its shares in the Company to a third party nor vote in favor of an alternative transaction:

In considering our Tender Offer, you should be aware that in our capacity as a stockholder we are interested only in acquiring the BlueLinx shares not already owned by us and that in our capacity as a stockholder we have no current interest in selling our stake in BlueLinx nor would we currently expect, in our capacity as a stockholder, to vote in favor of any alternative sale, merger or similar transaction involving BlueLinx other than the transaction outlined here.

34. Cerberus informed the Company's minority shareholders and others of its July 21 letter to the Board by a press release issued on July 22, 2010. That press release included a copy of the July 21 letter as an exhibit.

35. In response to Cerberus July 21, 2010 letter concerning the Tender Offer and Acquisition, the Company announced on July 27, 2010, that the Board had formed the Special Committee. According to the press release, the Special Committee was "granted full power and authority to evaluate the proposal and determine the Company's recommendation to its stockholders with respect to any Tender Offer commenced by [Cerberus] and to take any other action it determines to be in the best interest of the Company and its stockholders."

36. The press release, however, does not indicate that the Special Committee was empowered to solicit alternative transactions, commence litigation, employ a stockholders rights plan, or take any other action. Indeed, the Special Committee appears really only to have been empowered to hire advisors and formulate some manner of recommendation for or against the Tender Offer and Acquisition (notwithstanding its ability to remain neutral with respect thereto as well).

37. On the following day, according to publicly filed information, the Special Committee apparently requested that Cerberus delay its commencement of the Tender Offer. Defendants Warden, however, apparently rejected the request based on his belief that discussions of a more informed variety could occur between Cerberus and the Special Committee only after the Tender Offer had commenced and the TO Statement had been filed with the SEC. To date, however, there has been no indication that any

10

discussions, let alone negotiations, have occurred between the Special Committee and Cerberus. In any event, publicly available information leads a reasonable shareholder to infer that, to this point, the Special Committee has not even had an opportunity to engage in discussions with Cerberus (let alone negotiate, which it is apparently not empowered to do) and that Cerberus has not even tried to replicate the circumstances as they would occur were it to have attempted to negotiate a merger agreement with the Special Committee. As such, the Special Committee is not an effective check on the power of Cerberus, the Company's controlling stockholder. Accordingly, the existence of this powerless Special Committee does not implicate the business judgment standard of review. Instead, the transaction is subject to entire fairness, which standard cannot be satisfied under the current circumstances.

Unfair Price: BlueLinx Stockholders Will Not Share in Future Growth

38. Cerberus filed the TO Statement with the SEC and commenced the Tender Offer on August 2, 2010. According the TO Statement, Tender Offer is scheduled to expire at Midnight EST on August 27, 2010 (unless otherwise extended).

39. Cerberus, in the Tender Offer, has offered \$3.40 per share to purchase each share of Company stock it does not own. The Tender Offer is conditioned, among other things, on shareholders tendering a sufficient number of shares such that Cerberus will hold 90% of the Company's stock at its expiration. Under those circumstances, non-tendering shareholders will be cashed out in a short-form merger at the same price as the Tender Offer. The net result equates to a transaction valued at approximately \$49.6 million based on the Company's currently outstanding stock not

11

owned by Cerberus. The Tender Offer also includes a majority of the minority tender condition.

40. With respect to the Tender Offer consideration, it is unfairly priced and designed to take advantage of the Company's recent low per share price. Indeed, on information and belief, the Company's real estate holdings are substantially undervalued due to the poor economic climate, and Cerberus is attempting to take advantage of this fact by commencing the Tender Offer at this time, based, among other things, on its access to significant non-public information about the Company's future prospects. Moreover, the market for the Company's homebuilding sector is well positioned to improve along with the economy, and management clearly believes that BlueLinx is poised to reap significant benefits from the impending recovery in the real estate construction market.

41. The Company's prospects are bright given recent new business and an improving homebuilding sector. For example, on May 24, 2010, the Company announced it has entered into an exclusive agreement with Lowe's Companies, Inc. to distribute ChoiceDek composite decking and railing products in all markets within the United States.

42. According to the Company's press release touting the development,

The agreement establishes BlueLinx as Lowe's exclusive distributor for the proprietary ChoiceDek composite decking and railing system. BlueLinx will provide delivery to a network that encompasses nearly 1,700 Lowe's retail outlets through its state-of-the-art, nation-wide distribution system.

The multi-year supply agreement is for delivery of ChoiceDek products in a variety of unit sizes, including by the carton, and special order quantities.

43. Bankers are also confident that the Company's prospects are strong as evidenced by their extension of new and favorable credit terms. For example, on July 7, 2010, the Company disclosed the following:

BlueLinx Holdings Inc. (NYSE:BXC), a leading distributor of building products in North America, today announced that it has entered into an amendment to its revolving credit agreement with a syndicate of banks led by Wells Fargo Bank, N.A. The amended credit facility provides for borrowing capacity of up to \$400 million and matures in January 2014, replacing the Company's existing \$500 million credit facility, which was scheduled to mature in May 2011. In addition, the amended credit facility provides for an additional \$100 million uncommitted accordion credit facility, which would permit the Company to increase the maximum amount of borrowing capacity up to \$500 million.

44. The Company's CFO stated as follows:

We are pleased to enter into this amendment with Wells Fargo and the other lenders, which we believe is an endorsement of both the Company's strength and our plans for growth. This agreement extends our financing through the end of 2013, which allows us to remain focused on growing our business.

45. Moreover, on August 5, 2010, just days after the Tender Offer commenced, the Company issued a press release announcing its results for the second quarter ended July 3, 2010. The release stated, in pertinent part, that "revenues increased 27.7% to \$540.8 million from \$423.5 million for the same period a year ago. The increase reflects a 45.1% increase in structural product sales and a 14.4% increase in specialty product sales. Overall unit volume rose 11.9% compared to the year-ago period."

46. Additionally, the Company reported that, “gross profit for the second quarter totaled \$64.1 million, up 32.8% from \$48.3 million in the prior-year period. Gross margins increased to 11.9% from the 11.4% generated in the year earlier period.”

47. In a conference call with investors, also on August 5, 2010, the Company’s CFO stated, “we believe our gross margin performance is one of the key indications that BlueLinx is operating effectively in a difficult environment.”

48. On this same call, Defendant Judd stated, “we remain committed to achieving our third objective, which is to outgrow the market over time. We remain focused on making the appropriate investments for long-term success. Our organization is focused on these three things: aggressive pursuit of specialty sales; effective management of structural; and share growth over the long term. As we execute our strategy we remain highly focused on managing the risks associated with the current business environment. We will continue our focus on working capital management and on controlling costs.”

49. However, the Company’s minority stockholders will not share in these benefits going forward.

50. The Director Defendants, all of whom owe their positions to Cerberus, have effectively capped the equity participation of the minority stockholders going forward.

51. Instead, the minority stockholders will receive consideration that is unfair and inadequate because the intrinsic value of BlueLinx common stock is significantly higher than the amount offered in the proposed transaction given the future growth prospects of the Company.

52. Cerberus, by virtue of its over 55% ownership dominates the corporate affairs of BlueLinx and exercises actual control over the Company.
53. The Director Defendants owe their positions, and the substantial benefits they derive from these positions, almost exclusively to defendant Cerberus.
54. The proposed transaction is wrongful, unfair, and harmful to BlueLinx's public and minority stockholders who are members of the Class, and represents an attempt by defendants to aggrandize their personal and financial positions and interests at the expense of and to the detriment of the members of the Class.
55. The proposed transaction will deny plaintiff and other Class members their rights to share appropriately in the true value of the Company's assets and future growth in profits and earnings, while usurping the same for the benefit of controlling stockholder Cerberus at an unfair and inadequate price.
56. Cerberus's significant discretion and control over the Company's business operations can preclude a value maximizing transaction.
57. Cerberus, with its vast knowledge of confidential BlueLinx information, perfectly timed its offer to correspond to a decline in BlueLinx stock so that Cerberus would reap the benefits of all future growth.
58. The Company's CFO admitted on the August 5, 2010, conference call that, "the overall level of expenses in the quarter reflect the Company's focus on growing revenue faster than our operating expenses."
59. Thus, BlueLinx public stockholders will receive an unfair price for their BlueLinx stakes.

The Circumstances Surrounding Cerberus' Control of the Company and the Tender Offer Render it Unfair

60. Because of Cerberus's domination and control of BlueLinx and the Director Defendants, no third party would be able to make a competing bid for the publicly held shares of BlueLinx without the consent of Cerberus.

61. Cerberus, through its control over BlueLinx, has vast retaliatory powers at its disposal to deter any alternative transaction.

62. Cerberus stated in the August 2, 2010, TO Statement that "in any event [we] have no current intention of selling the shares that we own."

63. Cerberus exercises "actual control" over BlueLinx subjecting the Acquisition to an entire fairness review. Cerberus has the power and is exercising such power to enable it to acquire the Company's public shares and dictate terms that are contrary to the public stockholders' best interests and do not reflect the fair value of BlueLinx stock.

64. Given Cerberus's control of the Company and of the Director Defendants, the Director Defendants cannot be expected to protect the minority stockholders in dealings between Cerberus and the public stockholders.

65. Notably, Cerberus made no attempt to negotiate the terms of the Tender Offer and Acquisition with the Company or the Special Committee. Moreover, there is no indication that the Special Committee was empowered to solicit alternative transactions, commence litigation, employ a stockholders' right plan, or take any independent action. Indeed the Special Committee only appears to have empowered to hire advisers and either recommend or refuse to recommend the Acquisition. It does not

appear in any way, and as such a reasonable inference can be drawn, that the Special Committee has been provided with the full panoply of powers that the Board would enjoy in connection with a third-party transaction.

66. Cerberus also has eliminated the Special Committee's ability to react by commencing the Tender Offer on just a few days' notice and by actually rejecting the Special Committee's request to delay the commencement thereof. As a result, Cerberus has left the Special Committee without a meaningful way to protect the interests of the Company's minority shareholders.

67. The Acquisition is subject to the exacting entire fairness standard, under which Cerberus must establish both fair price and fair dealing.

Unfair Price and Process: The Materially Misleading Tender Offer Statement

68. In an attempt to secure stockholder support for the unfair Acquisition, on or about August 2, 2010, Cerberus issued the materially misleading TO Statement with the SEC. The TO Statement omits and/or misrepresents material information about the unfair sales process for the Company, the unfair consideration offered in the Proposed Transaction, and the actual intrinsic value of the Company's assets.

69. Specifically, the TO Statement omits and/or misrepresents the material information set forth below, in breach of Cerberus' duties of disclosure, and in contravention of the ability of the BlueLinx minority stockholders to make an informed decision as to whether to tender their shares:

- (a) Cerberus fails to disclose how they derived at the \$3.40 offer price;

(b) Cerberus fails to disclose whether Citadel Services LLC or Jones Day, advisors to the Special Committee of the Board of Directors, have any pre-existing relationships with defendants, and what sort of engagements and business they anticipate with Cerberus on a going-forward basis;

(c) Cerberus fails to disclose whether in the last twelve months it or the Company conducted any sort of market check to determine the value of BlueLinx, or whether it or the Company received any reports, presentations or appraisals concerning the value of the Company's assets and/or its stock;

(d) Cerberus stated that it was "not aware of any firm offers made for the Company during the past two years" but fails to disclose whether any third party was actually considered or contacted after the initial discussions with defendant Cohen during the last twelve months or whether all third parties were eliminated based upon those discussions without any contact to check for interest;

(e) Cerberus fails to disclose when the Company prepared its "updated" Operating Plan;

(f) Cerberus fails to disclose when the Company prepared and presented the "Stretch Plan" referred to in the TO Statement based on more aggressive assumptions;

(g) Cerberus fails to disclose the rationale behind the underlying methodologies, multiples, and key inputs that it used in preparing its "Purchaser Projections." In addition, Cerberus fails to disclose any of the analyses performed by it or

its advisors underlying how the \$3.40 per share Tender Offer price was determined and why that price may be fair to the minority shareholders of the Company;

(h) Cerberus fails to disclose the results or conclusions derived from its analysis of the Company's total enterprise value; and

(i) Cerberus states that it "did not consider net book value, which is an accounting concept, as a factor because we believe that net book value is not a material indicator of the value of the Company as a going concern but rather is indicative of historical costs," but fails to disclose what it believes to be the true value of Company's assets, including its undervalued real estate holdings;

70. Cerberus was aware of its duty to disclose the foregoing material information in the TO Statement, and acted with, at minimum, gross negligence in failing to ensure that this material information was disclosed. Absent disclosure of this material information, BlueLinx minority stockholders are unable to make an informed decision whether to tender their shares, and are thus threatened with irreparable harm.

COUNT I

AGAINST ALL DEFENDANTS FOR BREACH OF FIDUCIARY DUTIES AND ENTIRE FAIRNESS

71. Defendants owe fiduciary duties of loyalty, care, and entire fairness to the public stockholders of BlueLinx.

72. By the acts, transactions and course of conduct alleged herein, Defendants have violated their fiduciary duties to the public stockholders of BlueLinx by, among other things, failing to take adequate measures to ensure that the interests of the Class are protected from: (a) the overreaching control exercised by Cerberus through its

position as a controlling stockholder; and (b) Cerberus's use of its control to seek to force plaintiff and the Class to surrender their interest in BlueLinx at an unfair and/or inadequate price.

73. By reason of the foregoing acts, practices and course of conduct, the Defendants have failed to exercise ordinary care and diligence in the exercise of their fiduciary obligations toward plaintiff and the other Class members.

74. As a result of Defendants' actions and/or inactions, plaintiff and the Class will suffer irreparably injury if the Acquisition is consummated under the terms proposed, because the Class will not receive fair value for their interests in BlueLinx and will be precluded from benefitting from an alternative transaction, with Cerberus or another acquirer, which would maximize stockholder value of BlueLinx.

75. Plaintiff and the Class have no adequate remedy at law.

76. Only through the exercise of this Court's equitable powers can plaintiff and the Class be fully protected from the immediate and irreparable injury that Defendants' actions threaten to inflict.

COUNT II

AGAINST CERBERUS FOR BREACH OF FIDUCIARY DUTY OF DISCLOSURE

77. Plaintiff repeats and re-alleges the preceding allegations as if fully set forth herein.

78. The Defendants have caused materially misleading and incomplete information to be disseminated to the Company's public shareholders. The Individual Defendants have an obligation to be complete and accurate in their disclosures.

79. The Schedule TO and 14D-9 fail to disclose material information, including material information and information necessary to prevent the statements contained therein from being misleading.

80. Because of defendants' failure to provide full and fair disclosure, plaintiff and the Class will be stripped of their ability to make an informed decision on whether to tender their shares in favor of the Proposed Transaction, or whether to seek appraisal, and thus are damaged thereby.

81. Plaintiff and the members of the Class have no adequate remedy at law.

WHEREFORE, plaintiff prays for judgment and relief as follows:

- A. Ordering that this action may be maintained as a class action and certifying plaintiff as the Class representative;
- B. Preliminarily and permanently enjoining defendants and all persons acting in concert with them, from proceeding with, consummating, or closing the Proposed Transaction;
- C. In the event defendants consummate the Proposed Transaction, rescinding it and setting it aside or awarding rescissory damages to plaintiff and the Class;
- D. Directing defendants to account to plaintiff and the Class for their damages sustained because of the wrongs complained of herein;
- E. Awarding plaintiff the costs of this action, including reasonable allowance for plaintiff's attorneys' and experts' fees;
- F. Enjoining consummation of the Proposed Transaction; and

H. Granting such other and further relief as this Court may deem just and proper.

DATED: August 13, 2010

RIGRODSKY & LONG, P.A.

By: /s/ Brian D. Long
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Case No. 5720-
[SEAL]

IN THE COURT OF CHANCERY IN THE STATE OF DELAWARE

KYLE HABINIAK, Individually and on Behalf)
of All Others Similarly Situated,)
)
Plaintiff,)
)
v.)
)
HOWARD S. COHEN, RICHARD S.)
GRANT, GEORGE R. JUDD, CHARLES H.)
MCELREA, RICHARD B. MARCHESE,)
STEVEN F. MAYER, ALAN H.)
SCHUMACHER, MARK A. SUWYN,)
ROBERT G. WARDEN, RICHARD)
WARNER, BLUELINX HOLDINGS INC.,)
CERBERUS ABP INVESTOR LLC, and)
CERBERUS CAPITAL MANAGEMENT,)
L.P.)
)
Defendants.)

Civil Action No.

VERIFIED COMPLAINT

Plaintiff Kyle Habiniak (“Plaintiff”), individually and as a class action on behalf of all others similarly situated, alleges upon knowledge as to Plaintiff’s own acts and upon information and belief as to all other matters, as follows:

SUMMARY OF THE ACTION

1. This is a stockholder class action brought by Plaintiff on Plaintiff’s behalf and on behalf of the public shareholders of BlueLinx Holdings, Inc. (“BlueLinx” or the “Company”) against BlueLinx, the Board of Directors of BlueLinx, BlueLinx’s controlling shareholder Cerberus ABP Investor LLC (“CAI”), and Cerberus Capital Management, L.P. (“Cerberus”), which controls CAI. CAI owns 55.39% of the outstanding common stock of BlueLinx, and has made a tender offer to BlueLinx to acquire the balance of BlueLinx’s common stock for \$3.40 per share, to be followed by a back-end merger at the same price (the “Proposed Transaction”).

2. The tender offer is fundamentally inadequate and is an attempt by CAI and Cerberus to squeeze out BlueLinx's shareholders upon a downturn in BlueLinx's share price. BlueLinx has experienced recent trading prices nearly double the \$3.40 per share offer.

3. CAI and Cerberus control BlueLinx's Board of Directors. BlueLinx's Board Chairman, Howard S. Cohen ("Cohen") was a senior advisor to Cerberus. Director Steven F. Mayer ("Mayer") is a managing director of Cerberus, director Mark A. Suwyn ("Suwyn") has acted as a senior member of Cerberus' operations team and as an advisor to Cerberus, director Robert G. Warden ("Warden") is a managing director of Cerberus, and director Richard Warner ("Warner") is a consultant for Cerberus. Given Cerberus' control of CAI, it is not surprising that the special committee created by the Board was apparently not granted the authority to defend against the Proposed Transaction or seek alternatives to it.

4. Moreover, Cerberus and CAI have failed to provide all material information to BlueLinx's shareholders in connection with the tender offer. On or about August 2, 2010, the Cerberus and CAI commenced the tender offer and filed a Schedule TO document with the U.S. Securities and Exchange Commission ("SEC"). This filing fails to provide BlueLinx shareholder with basic material information, including but not limited to why the \$3.40 per share offer is fair to BlueLinx shareholders. Without this information, BlueLinx shareholders are unable to make intelligent, rational, and informed decisions about whether to tender their shares.

5. The tender offer is set to expire on August 27, 2010. In the absence of equitable relief, the Proposed Transaction will go forward on inadequate terms through a coercive process that is designed to ensure the sale of BlueLinx to CAI on terms preferential to CAI that subvert the interests of the public stockholders of BlueLinx.

PARTIES

6. Plaintiff is, and has been at all times relevant hereto, a BlueLinx shareholder.

7. Defendant BlueLinx is a Delaware corporation with its principal place of business located at 4300 Wildwood Parkway, Atlanta, Georgia. According to the Company's May 7, 2010 quarterly report filed with the SEC, there were over 32 million shares of BlueLinx's common stock outstanding. BlueLinx is publicly traded on the New York Stock Exchange under the ticker "BXC."

8. Defendant Cohen is, and has been at all times relevant hereto, a member of the Company's Board. Defendant Cohen is Board Chairman.

9. Defendant Richard S. Grant ("Grant") is, and has been at all times relevant hereto, a member of the Company's Board.

10. Defendant George R. Judd ("Judd") is, and has been at all times relevant hereto, a member of the Company's Board.

11. Defendant Charles H. McElrea ("McElrea") is, and has been at all times relevant hereto, a member of the Company's Board.

12. Defendant Richard B. Marchese ("Marchese") is, and has been at all times relevant hereto, a member of the Company's Board.

13. Defendant Mayer is, and has been at all times relevant hereto, a member of the Company's Board.

14. Defendant Alan H Schumacher ("Schumacher") is, and has been at all times relevant hereto, a member of the Company's Board.

15. Defendant Suwyn is, and has been at all times relevant hereto, a member of the Company's Board.

16. Defendant Warden is, and has been at all times relevant hereto, a member of the Company's Board.

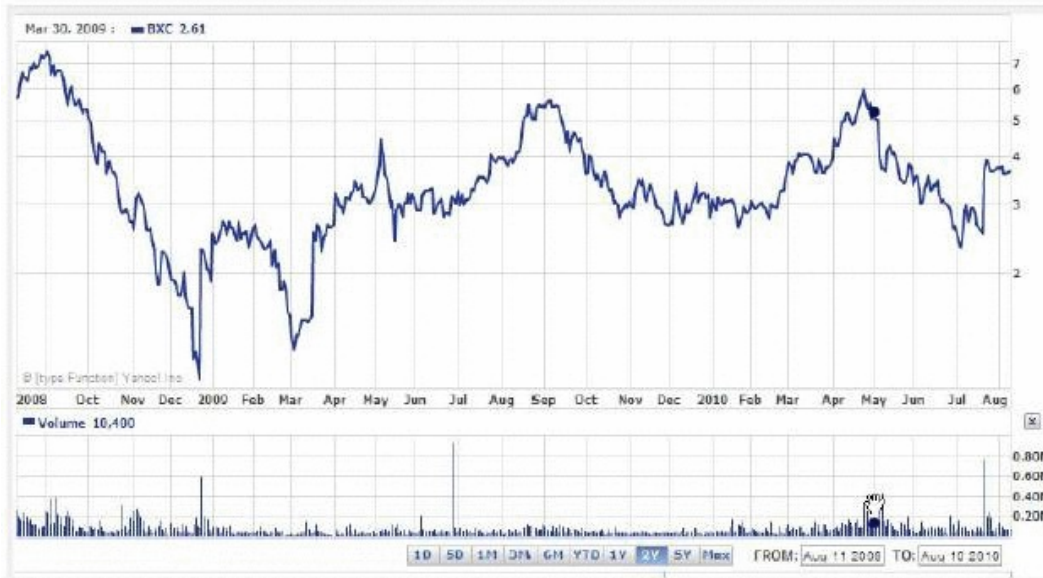
17. Defendant Warner is, and has been at all times relevant hereto, a member of the Company's Board.

18. The Defendants listed in paragraphs 10 through 19 are collectively referred to as the “Individual Defendants.”
19. Defendant CAI is BlueLinx’s controlling shareholder, which is itself controlled by Cerberus.
20. Defendant Cerberus is one of the world’s largest private investment firms.

FACTUAL ALLEGATIONS

21. BlueLinx is a distributor of building products in the United States. The Company operates in all of the metropolitan areas in the United States. As of January 2, 2010, BlueLinx distributed more than 10,000 products to approximately 11,500 customers through its network of more than 70 warehouses and third-party operated warehouses. The Company distributes products in two categories: structural products and specialty products. BlueLinx’s customers include building materials dealers, industrial users of building products, manufactured housing builders and home improvement centers. BlueLinx purchases products from over 750 vendors and serve as a national distributor for a number of its suppliers.

22. BlueLinx has historically performed well for its shareholders, trading at a peak of \$7.21 per share before the recent economic recession.



23. Despite recent difficulties caused by the global recession and a recent decline in stock prices, the long-term prospects for BlueLinx’s services and finances are favorable. For example, analysts estimate a 110% growth rate for fiscal year 2011.(1)

24. This Company’s potential is further bolstered by the first quarter 2010 results. In a May 6, 2010 release, the Company stated:

Revenues increased 6% to \$431.1 million from \$407.1 million for the same period a year ago. Overall unit volume rose 1.4% compared to the year-ago period.

Gross profit for the first quarter totaled \$52.3 million, up 18% from \$44.3 million in the prior-year period. Gross margins increased to 12.1% from the 10.9% generated in the year earlier period. The improvement in margins was due to the Company’s continued focus on margin improvement, wood-based product pricing and an increase in sales through the warehouse channel.

(1) <http://moneycentral.msn.com/investor/invsub/analyst/earnest.asp?Page=EarningsGrowthRate&s&Symbol=BXC> (last visited July 22, 2010).

25. The Company's second quarter 2010 results were just as promising, as the Company stated:

ATLANTA, Aug. 5, 2010 (GLOBE NEWSWIRE) — BlueLinx Holdings Inc. (NYSE:BXC), a leading distributor of building products in North America, today reported financial results for the second quarter ended July 3, 2010.

Revenues increased 27.7% to \$540.8 million from \$423.5 million for the same period a year ago. The increase reflects a 45.1% increase in structural product sales and a 14.4% increase in specialty product sales. Overall unit volume rose 11.9% compared to the year-ago period. The Company incurred a net loss of \$3.4 million, or \$0.11 per diluted share for the second quarter of 2010, compared with net profit of \$0.6 million, or \$0.02 per diluted share, for the second quarter of 2009, which benefited from \$19.4 million in pre-tax net gains from significant special items.

Gross profit for the second quarter totaled \$64.1 million, up 32.8% from \$48.3 million in the prior-year period. Gross margins increased to 11.9% from the 11.4% generated in the year earlier period. Total operating expenses increased \$22.8 million, or 60.4% from the same period a year ago, which benefited from \$20.5 million in net gains from significant special items. Reported operating income for the quarter was \$3.6 million, compared with an operating profit of \$10.6 million a year ago.

“The second-quarter business climate was characterized by unprecedented volatility in the structural wood-based products market and a sluggish recovery of demand for products related to new home construction.” said BlueLinx President and CEO George Judd. “Despite this challenging environment, we performed well as we grew our unit volume by 11.9% and increased our gross profit by 32.8%. We also remained focused on cost management reducing our selling, general and administrative expenses to 10.6% of sales.

26. Yet, despite this promising outlook for the Company, CAI seeks to squeeze out BlueLinx's shareholders with the Proposed Acquisition. On July 21, 2010, on behalf of Cerberus and CAI, BlueLinx's own Board Member wrote to BlueLinx's Board, pitching the Proposed Acquisition:

Gentlemen:

Cerberus ABP Investor LLC (“CAI”) is pleased to advise you that it intends to commence a tender offer for all of the outstanding shares of common stock of BlueLinx Holdings Inc. (“BlueLinx” or the “Company”) not owned by CAI, at a purchase price of \$3.40 per share in cash. This represents a premium of approximately 35.5% over the closing price on July 21, 2010, and a 16.8% premium

over the volume-weighted average closing price for the last 30 trading days. In our view, this price represents a fair price to BlueLinx's stockholders.

The tender offer will be conditioned upon, among other things, the tender of a majority of shares not owned by CAI or by the directors or officers of the Company and, unless waived, CAI owning at least 90% of the outstanding BlueLinx common stock as a result of the tender or otherwise. Any shares not acquired in the tender offer are expected to be acquired in a subsequent merger transaction at the same cash price per share. The tender offer is not subject to any financing or due diligence condition.

We believe that our offer to acquire the shares of BlueLinx not owned by CAI represents a unique opportunity for BlueLinx's stockholders to realize the value of their shares at a significant premium to BlueLinx's current and recent stock price. As the longtime majority stockholder of BlueLinx, we wish to acknowledge your dedicated efforts as board members of the Company and to express our appreciation for the significant contribution that the board members of BlueLinx have made to the Company in the challenging business and economic environment of the past few years.

In considering our tender offer, you should be aware that in our capacity as a stockholder we are interested only in acquiring the BlueLinx shares not already owned by us and that in our capacity as a stockholder we have no current interest in selling our stake in BlueLinx nor would we currently expect, in our capacity as a stockholder, to vote in favor of any alternative sale, merger or similar transaction involving BlueLinx other than the transaction outlined here.

CAI has not had any substantive discussions or negotiations with members of the Company's management regarding their ability to "roll" their BlueLinx shares or stock options, or regarding any changes to existing employment agreements, equity incentive plans or benefit arrangements, in connection with the tender offer. However, at the appropriate time, we may explore, and discuss with management, any or all such topics.

CAI does not expect the tender offer and merger to result in a change of control under the Company's existing revolving credit facility or mortgage debt financing.

We intend to commence our tender offer within approximately seven days. CAI believes it would be appropriate for the Company's board of directors to form a special committee consisting of independent directors not affiliated with CAI to consider CAI's tender offer and to make a recommendation to the Company's stockholders with respect thereto. In addition, CAI encourages the special committee to retain its own legal and financial advisors to assist in its review of our tender offer and the development of its recommendation.

We will file a Schedule 13D amendment, and as such, we feel compelled to issue a press release, a copy of which is attached for your information. We expect to make

Acquisition is a foregone conclusion. Indeed, in the July 22, 2010 release, the Proposed Acquisition is described accordingly:

NEW YORK, July 22 /PRNewswire/ — Cerberus ABP Investor LLC (“CAI”), an affiliate of Cerberus Capital Management, L.P. (“Cerberus”), today announced that it intends to make a tender offer for all of the outstanding publicly held shares of BlueLinx Holdings Inc. (NYSE:BXC - News) (“BlueLinx” or the “Company”) not owned by CAI. Based on shares outstanding as of May 7, 2010, CAI currently owns 55.39% of the outstanding common stock of BlueLinx. CAI intends to offer to acquire the balance of BlueLinx’s common stock for \$3.40 per share in cash, representing a premium of approximately 35.5% over the closing price on July 21, 2010, and a 16.8% premium over the volume-weighted average closing price for the last 30 trading days.

CAI believes that the offer to acquire the shares of BlueLinx not owned by CAI represents a unique opportunity for BlueLinx’s stockholders to realize the value of their shares at a significant premium to BlueLinx’s current and recent stock price. CAI intends to commence the offer within approximately seven days.

The tender offer will be conditioned upon, among other things, the tender of a majority of shares not owned by CAI or by the directors or officers of the Company and, unless waived, CAI owning at least 90% of the outstanding BlueLinx common stock as a result of the tender or otherwise. Any shares not acquired in the tender offer are expected to be acquired in a subsequent merger transaction at the same cash price per share. The tender offer is not subject to any financing or due diligence condition. The aggregate consideration for the outstanding BlueLinx shares (excluding shares outstanding following exercise of in-the-money options) would be approximately \$49.6 million.

In a letter sent to the Board of Directors of BlueLinx yesterday, CAI stated that in its capacity as a stockholder of BlueLinx it was interested only in acquiring the BlueLinx shares not already owned by it and that in its capacity as a stockholder it has no current interest in selling its stake in BlueLinx nor would it currently expect, in its capacity as a stockholder, to vote in favor of any alternative sale, merger or similar transaction.

30. On or about July 27, 2010, BlueLinx issued a press release announcing that the Board had formed a special committee, which is comprised of Marchese Schumacher, and Grant. Nevertheless, CAI and the directors of BlueLinx all have clear and material conflicts of interest in the Proposed Acquisition as CAI is the controlling and dominant shareholder of the Company, and thereby dominates, controls, and/or has the power to influence the entire Board of BlueLinx as well

as the Company's proxy machinery. CAI is acting to better its own interests at the expense of BlueLinx's public minority shareholders. It is in a position to dictate the terms of the Proposed Acquisition, and the remaining directors of the Company are beholden to CAI for their positions and the perquisites which they enjoy therefrom and cannot represent or protect the interest of the Company's minority shareholders with impartiality and vigor.

31. Simply put, the Proposed Acquisition is in furtherance of a wrongful plan by CAI and Cerberus, with the acquiescence of its appointed directors, to take the Company private, which, if not enjoined, will result in the elimination of the public stockholders of BlueLinx in a transaction that is inherently unfair to them and that is the product of the defendants' conflict of interest and breach of fiduciary duties, as described herein. More particularly, the transaction is in violation of the Individual Defendants' fiduciary duties and has been timed and structured unfairly in that:

- (a) The Proposed Acquisition is designed and intended to eliminate members of the Class as stockholders of the Company for consideration which the Individual Defendants know or should know is grossly unfair and inadequate;
- (b) CAI, by virtue of, among other things, its ownership and voting power, controls and dominates the Board of BlueLinx;
- (c) The Individual Defendants have unique knowledge of the Company and have access to information denied or unavailable to the Class. Without all material information, Class members are unable to determine whether the price offered in the transaction is fair; and
- (d) CAI has violated its duty of fair dealing by manipulating the timing of the transaction to benefit itself at the expense of plaintiffs and the Class.

32. In sum, CAI is engaging in self-dealing and not acting in good faith toward Plaintiff and the other members of the Class. By reason of the foregoing, defendants have breached and are breaching their fiduciary duties to the members of the Class.

The Tender Offer Materials Are Misleading and Omit Material Information

33. On or about August 2, 2010, CAI commenced the tender offer and, in connection, the Defendants filed a TO document with the SEC. The TO document purports to provide BlueLinx shareholders with material information about the tender offer so that they are able to make informed, rational, and intelligent decisions about whether to tender their shares. However, the tender offer materials fall far short of providing this information, omitting many material details, including but not limited to:

- (a) The tender offer materials neglect to provide any rigorous or meaningful analysis as to why the \$3.40 per share offer price is fair or as to the basis for the price, including any basis for how Cerberus determined the price;
- (b) Although the tender offer materials include a cursory market premium justification for the \$3.40 per share offer, the materials neglect to address why \$3.40 is actually a "fair price," especially given the Company's demonstrated growth potential;
- (c) Likewise, although the tender offer materials neglect to include Cerberus' analysis of the "value of certain of the Company's assets" in terms of the Company's total enterprise value. As Cerberus itself acknowledges in the portion of the tender offer materials that discuss appraisal rights, "Any judicial determination of the fair value could be based upon considerations other than or in addition to the market value of the Shares, including, among other things, asset values and earning capacity";
- (d) Moreover, the tender offer materials neglect to adequately explain why Cerberus "believes that the liquidation value of the Company is irrelevant to a determination as to whether the Offer is fair to unaffiliated stockholders";
- (e) The tender offer materials neglect to provide the true value of BlueLinx's assets, including the actual value of the Company's real estate holdings; and

(f) The tender offer materials neglect to provide other information regarding BlueLinx's value, such as appraisals or valuation materials of BlueLinx prepared or provided to any of the Defendants.

34. These and other omissions from the tender offer materials deprive Plaintiff and the class from making informed, rational, and intelligent decisions as to whether they should tender their shares in the tender offer. Without adequate corrective disclosures, Plaintiff and the class face irreparable harm and have no adequate remedy at law.

CLASS ACTION ALLEGATIONS

35. Plaintiff brings this action individually and as a class action on behalf of all holders of BlueLinx stock who are being and will be harmed by defendants' actions described below (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any defendants.

36. This action is properly maintainable as a class action under Delaware Court of Chancery Rule 23.

37. The Class is so numerous that joinder of all members is impracticable. There are over 32 million outstanding shares of BlueLinx common stock. These shares are held by hundreds, if not thousands, of beneficial holders.

38. There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. The common questions include, *inter alia*, the following:

(i) whether defendants have breached their fiduciary duties of undivided loyalty and good faith with respect to plaintiffs and the other members of the Class in connection with the Proposed Acquisition;

(ii) whether the Individual Defendants and CAI and Cerberus are unjustly enriching themselves and other insiders or affiliates of CAI and Cerberus;

(iii) whether CAI, as the controlling and dominating shareholder of BlueLinx, has breached and is breaching its fiduciary duties to the BlueLinx public minority shareholders by making an unfair and inadequate offer to take the Company private and in failing to disclose material information to the Company's minority shareholders;

(iv) whether defendants have breached any of their other fiduciary duties to plaintiffs and the other members of the Class in connection with the Proposed Acquisition, including the duties of candor, good faith, honesty and fair dealing; and

(v) whether plaintiffs and the other members of the Class would suffer irreparable injury were the transaction complained of herein consummated.

39. Plaintiffs claims are typical of the claims of the other members of the Class and plaintiff does not have any interests adverse to the Class.

40. Plaintiff is an adequate representative of the Class, has retained competent counsel experienced in litigation of this nature and will fairly and adequately protect the interests of the Class.

41. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for the party opposing the Class.

42. Plaintiff anticipates that there will be no difficulty in the management of this litigation. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

43. Defendants have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making appropriate the relief sought herein with respect to the Class as a whole.

CAUSE OF ACTION

**Breach of Fiduciary Duty and Aiding and Abetting
Against All Defendants**

44. Plaintiff repeats and realleges each allegation set forth herein.

45. Defendants are structuring their discussions concerning and timing of announcements of the Proposed Acquisition to benefit themselves and/or their colleagues to the detriment of BlueLinx public minority shareholders, and/or are aiding and abetting therein. Instead of attempting to maximize shareholder value for BlueLinx shareholders, the defendants have taken actions in violation of applicable state law which will only serve their own interests, while sacrificing the interests of BlueLinx public shareholders, and/or are aiding and abetting therein.

46. Defendant CAI owes fiduciary duties to Plaintiff and the Class as a majority and controlling shareholder of BlueLinx. The Individual Defendants owe fiduciary duties to Plaintiff and the Class as directors of BlueLinx.

47. CAI and the Individual Defendants were and are under a duty:

- (a) to fully inform themselves of the market value of BlueLinx before taking, or agreeing to refrain from taking, action;
- (b) to act in the interests of BlueLinx public shareholders;
- (c) refrain from advancing their own interests, or those of other defendants, at the expense of Plaintiff and the Class;
- (d) to obtain the best financial and other terms when the Company's independent existence will be materially altered by a transaction; and

(e) to act in accordance with their fundamental duties of due care, loyalty, candor, independence, and good faith.

48. By the acts, transactions and courses of conduct alleged herein, defendants, individually and as part of a common plan and scheme, in breach of their fiduciary duties to Plaintiff and the other members of the Class, are implementing and abiding by a process that will deprive Plaintiff and other members of the Class of a fair process and the true value of their investment in BlueLinx.

49. By reason of the foregoing acts, practices and course of conduct, the defendants failed to exercise the required care and diligence in the exercise of their fiduciary obligations toward plaintiffs and the other BlueLinx public stockholders. The Defendants have also failed to abide by their fiduciary duties of candor which requires, inter alia, that they provide all material information to BlueLinx's shareholders about the tender offer.

50. BlueLinx and CAI have aided and abetted the other defendants' breaches of fiduciary duty by the conduct alleged above.

51. In light of the foregoing, Plaintiff demands that CAI and the Individual Defendants, as their fiduciary obligations require, immediately:

(a) act independently so that the interests of BlueLinx public stockholders will be protected, including, but not limited to, the retention of truly independent advisors and/or the appointment of a truly independent Special Committee;

(b) adequately ensure that no conflicts of interest exist between defendants' own interests and their fiduciary obligation to maximize stockholder value or, if such conflicts exist, to ensure that all conflicts be resolved in the best interests of BlueLinx public stockholders;

(c) provide corrective disclosures that remedy the omission of material information from the tender offer materials and that enable BlueLinx shareholders to make intelligent, informed, and rational decisions on whether to tender their shares; and

(d) otherwise ensure that Plaintiff and the other members of the Class receive a fair process and fair price in connection with any transaction involving BlueLinx, including full and fair disclosure of all material information.

52. As a result of defendants' failure to take such steps to date, Plaintiff and the other members of the Class have been and will be damaged in that they have been and will be prevented from obtaining a fair process or fair price for their shares.

53. Defendants are not acting in good faith toward Plaintiff and the other members of the Class, and have breached and are continuing to breach their fiduciary duties to Plaintiff and the members of the Class.

54. As a result of defendants' unlawful actions, Plaintiff and the other members of the Class will be irreparably harmed in that they will not receive a fair process or fair value for BlueLinx assets and business. Unless the defendants' actions are enjoined by the Court, defendants will continue to breach their fiduciary duties owed to Plaintiff and the members of the Class, and will engage in a process that inhibits the maximization of shareholder value. Moreover, unless the defendants' actions are enjoined by the Court, BlueLinx shareholders will be unable to make intelligent, informed, and rational decisions about whether to tender their shares.

55. Plaintiff and the other members of the Class have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands injunctive relief, in their favor and in favor of the Class and against defendants as follows:

- A. Declaring that this action is properly maintainable as a class action;
- B. Declaring and decreeing that the proposed tender offer is coercive, was entered into in by CAI in breach of its fiduciary duties and those of the Individual Defendants and that the tender offer is therefore unlawful and should be enjoined;
- C. Enjoining defendants, their agents, counsel, employees and all persons acting in concert with them from consummating the Proposed Acquisition, unless and until the Company adopts and implements a procedure or process to obtain a transaction providing the highest possible value for shareholders; and unless and until the defendants provide corrective disclosures to remedy the omission of material information from the tender offer materials that deprives BlueLinx shareholders from making intelligent, informed, and rational decisions about whether to tender their shares;
- D. Directing the Individual Defendants to exercise their fiduciary duties to obtain a transaction which is in the best interests of the Company's shareholders until the process for the sale or auction of the Company is completed and the best possible consideration is obtained for BlueLinx public shareholders;
- E. Rescinding, to the extent already implemented, the Proposed Acquisition or the tender offer or any of the terms thereof;
- F. Awarding Plaintiff the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and

G. Granting such other and further equitable relief as this Court may deem just and proper.

/s/ Joel Friedlander
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DATED: August 13, 2010

**FORM OF
STOCKHOLDER AGREEMENT**

This Agreement (this "*Agreement*") is made and entered into as of this [] day of September, 2010, by and among BlueLinx Holdings Inc., a Delaware corporation (the "*Company*"), Cerberus ABP Investor LLC, a Delaware limited liability company ("*CAI*"), and Cerberus Capital Management, L.P. ("*Cerberus Capital*"), a Delaware limited partnership and the managing member of CAI.

RECITALS

WHEREAS, CAI owns 18,100,000 shares of common stock, par value \$0.01 per share, of the Company, which shares represent approximately 55.39% of the aggregate outstanding shares of common stock of the Company;

WHEREAS, CAI and Cerberus Capital have made an offer to the Company's stockholders (the "*Tender Offer*") to purchase any and all of the outstanding shares of the Company's common stock, par value, \$0.01 per share (the "*Shares*"), at \$3.40 per share (the "*Offer Price*"), on the terms and subject to the conditions set forth in the Offer to Purchase dated August 2, 2010, (the "*Offer to Purchase*"), and in the related letter of transmittal (in each case, as heretofore or hereafter amended or supplemented);

WHEREAS, the Offer to Purchase specifies that the Tender Offer is conditioned, which condition may not be waived, upon there being validly tendered and not withdrawn a number of Shares representing at least a majority of the Shares (excluding Shares owned by CAI and by officers and directors of the Company) issued and outstanding as of the date the Shares are accepted for payment pursuant to the Tender Offer (the "*Minimum Tender Condition*");

WHEREAS, the Offer to Purchase specifies that the Tender Offer is also conditioned, which condition may not be waived, upon the special committee of independent directors of the Company (the "*Special Committee*") amending its "Solicitation/Recommendation Statement" on Schedule 14D-9 to affirmatively recommend the Offer, or the Offer as amended, and not having subsequently withdrawn or amended or modified in any manner adverse to CAI or Cerberus Capital (whether by further amendment to the Company's Schedule 14D-9 or otherwise) such affirmative recommendation of the Offer, or the Offer as amended, at any time on or prior to the Expiration Date (as defined in the Offer to Purchase) (the "*Special Committee Recommendation Condition*");

WHEREAS, the Offer to Purchase specifies that the Tender Offer is also conditioned, which condition may be waived by CAI in its sole discretion, upon there being validly tendered and not withdrawn a sufficient number of Shares such that, upon acceptance for payment and payment for the Shares tendered pursuant to the Offer, CAI will own a number of Shares representing at least 90% of the issued and outstanding

Shares as of the date the Shares are accepted for payment pursuant to the Tender Offer (the “**90% Condition**”);

WHEREAS, the Offer to Purchase also specifies that if, following the consummation of the Tender Offer, CAI owns at least 90% of the outstanding Shares, then it shall promptly cause CAI to consummate a merger with the Company, without holding a meeting of the stockholders, in accordance with Section 267 of the Delaware General Corporation Law (the “**DGCL**”) (a “**Short-Form Merger**”), in which all Shares held by stockholders who have not tendered their Shares in the Tender Offer and who do not exercise their appraisal rights under the DGCL will be converted into the right to receive an amount in cash equal to the Offer Price;

WHEREAS, the Special Committee of the Board of Directors of the Company has requested that CAI amend the terms of the Tender Offer for, among things, the following purposes: (i) to provide for a subsequent offering period (a “**Subsequent Offering Period**”) in accordance with Rule 14d-11 under the Securities Exchange Act of 1934, amended (the “**Exchange Act**”), as set forth herein, and (ii) to provide that, in the event CAI consummates the Tender Offer but after giving effect thereto owns, beneficially or of record, less than 100% of the outstanding Shares, CAI and Cerberus Capital will (A) maintain the Company’s status as a public reporting company under the rules and regulations of the Exchange Act, (B) cause the Shares to continue to be listed for trading on the New York Stock Exchange or on another marketplace that offers sufficient liquidity for stockholders, (C) maintain a board of directors that consists of at least three directors who meet the definition of “independent” under the rules of the New York Stock Exchange, and (D) not acquire, or agree, offer or propose to acquire, any assets of the Company, or any equity securities issued by the Company or engage in any transaction involving the Company, without the approval or recommendation of the Independent Committee (as defined herein), all as set forth hereinbelow;

WHEREAS, CAI and Cerberus Capital have agreed to amend the terms of the Tender Offer in accordance with the request of the Special Committee, and to enter into this Agreement to effectuate certain agreements among the Company, CAI and Cerberus Capital as set forth herein; and

WHEREAS, CAI, Cerberus Capital and the Company are entering into this Agreement for the benefit of those stockholders of the Company (other than CAI) who do not tender their Shares in the Tender Offer and to set forth the terms and conditions upon which CAI and Cerberus Capital will be bound during the period beginning on the date the Tender Offer is consummated by CAI accepting tendered Shares for payment and ending on the date that CAI acquires 100% of the outstanding Shares of the Company, whether through effecting a Short-Form Merger, or otherwise, such period being referred to herein as the “**Minority Stub Period**”.

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Subsequent Offering Period. CAI shall, and Cerberus Capital shall cause CAI to, provide a subsequent offering period (a “**Subsequent Offering Period**”) in accordance with Rule 14d-11 under the Exchange Act, of no less than five (5) business days, if, upon the expiration of the Tender Offer, the Minimum Tender Condition shall have been satisfied but the 90% Condition shall not have been satisfied, and CAI shall nevertheless have determined to waive the 90% Condition and to accept for payment all Shares validly tendered in the Tender Offer. The Subsequent Offering Period shall commence no later than the first business day following the expiration date of the Tender Offer. Subject to the foregoing, including the requirements of Rule 14d-11 under the Exchange Act, and upon the terms and subject to the conditions of the Tender Offer, if CAI determines to accept for payment any Shares tendered pursuant to the Tender Offer then CAI shall accept for payment and pay for, as promptly as practicable, all Shares (A) validly tendered and not withdrawn pursuant to the Tender Offer and (B) validly tendered in any Subsequent Offering Period.

2. Exchange Act Reporting and Listing Requirements. At all times during the Minority Stub Period, the Company shall, and CAI and Cerberus Capital shall use their best efforts to and shall not take any action, directly or indirectly, to cause the Company to cease, to (i) maintain its status as a public reporting company subject to, among other things, the reporting requirements under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, or if not subject thereto, the Company shall voluntarily file reports required under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, and (ii) continue to have the Shares listed on the New York Stock Exchange (the “**NYSE**”); *provided, however*, that if the Company no longer meets the requirements of, or is otherwise ineligible to continue to list its Shares on, the NYSE, then CAI, Cerberus Capital and the Company shall take all appropriate actions to enable the Shares to be quoted on the Nasdaq Global Select Market (the “**Nasdaq Market**”); and provided further that if the Company does not meet the requirements to be quoted, or otherwise become ineligible to have the Shares quoted, on the Nasdaq Market, then CAI, Cerberus Capital and the Company shall take all appropriate actions to enable the Shares to be listed on the OTCQX U.S. over-the-counter market place (the “**OTCQX**”) (or if the OTCQX is no longer in existence, a comparable premier tier over-the-counter trading market that requires that issuers remain current in their filings with the Securities and Exchange Commission (the “**Commission**”) or applicable regulatory authority).

3. Independent Directors. During the Minority Stub Period, the Board of Directors of the Company (the “**Board**”) shall consist of at least three directors who are independent (the “**Independent Directors**”) within the meaning of the rules of the New York Stock Exchange (the “**NYSE Rules**”) (or if the Shares are listed on another national securities exchange, the comparable and applicable rules and policies of such other national securities exchange). Upon the commencement of the Minority Stub Period, the Company shall form a committee of at least three Independent Directors (the “**Independent Committee**”). Any action taken by the Company under this Agreement, including the approval of any amendment or waiver of this Agreement, any approval of the assignment of any rights, interests or obligations under this Agreement or any negotiations to modify this Agreement, shall require the approval, or to the extent that approval by the Board is required by applicable law, the favorable recommendation to the

Board, of a majority of the Independent Committee. The Independent Committee shall, to the fullest extent permitted by law, have the full power and authority of the Company's Board of Directors to enforce the provisions of this Agreement.

4. Standstill. During the Minority Stub Period, neither CAI, Cerberus Capital, nor their Affiliates shall (and neither CAI, Cerberus Capital nor any of their Affiliates shall assist, provide or arrange financing to or for others or encourage others to), directly or indirectly, acting alone or in concert with others (including by forming, joining or entering a group (within the meaning of Section 13(d)(4) of the Exchange Act)), unless prior to the consummation of any action described in subsection (a) or (b) below, such action is, in the case of a tender offer, affirmatively recommended, or, in any other case, approved by a majority of the Independent Committee:

(a) acquire or agree, offer, seek or propose to acquire ownership (including, but not limited to, beneficial ownership as such term is defined in Rule 13d-3 under the Exchange Act) of any assets or businesses of the Company or any equity securities issued by the Company, or any rights or options to acquire such ownership (including from a third party), other than pursuant to a Short-Form Merger; or

(b) propose or enter into, directly or indirectly, any merger, share exchange, consolidation, recapitalization, reverse stock split, business combination or other similar transaction involving the Company or any of its Affiliates, other than pursuant to Short-Form Merger.

As used in this Agreement:

"*Affiliate*" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the person specified.

5. Stockholder Capacity. The Company acknowledges and agrees that CAI is executing this Agreement solely in its capacity as a stockholder of the Company, and nothing in this Agreement shall limit or restrict any partner, member, director, officer, employee or affiliate (as such term is defined in Rule 12b-2 under the Exchange Act) of CAI who is or becomes during the term hereof a member of the Board from acting, omitting to act or refraining from taking any action, solely in such person's capacity as a member of the Board consistent with his or her fiduciary duties in such capacity as required by applicable law.

6. Representations and Warranties of the Company. The Company hereby represents and warrants to CAI and Cerberus Capital as follows:

(a) The Company has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement

of the Company, and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws affecting the rights of creditors and subject to general equity principles.

(c) The execution, delivery and performance of this Agreement by the Company does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to it or (ii) result in any breach or violation of any of its organizational documents.

7. Representations and Warranties of CAI and Cerberus Capital. CAI and Cerberus Capital each hereby represent and warrant to the Company as follows:

(a) Each of CAI and Cerberus Capital has the entity power and authority, as applicable, to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly authorized, executed, and delivered by each of CAI and Cerberus Capital, constitutes a valid and binding obligation and agreement of each of CAI and Cerberus Capital, and is enforceable against each of CAI and Cerberus Capital in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws affecting the rights of creditors and subject to general equity principles.

(c) The execution, delivery and performance of this Agreement by CAI and Cerberus Capital does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to CAI or to Cerberus Capital or (ii) result in any breach or violation of CAI or Cerberus Capital organizational documents.

8. Term of this Agreement. This Agreement is made and entered into as of the date first above written. This Agreement shall automatically terminate upon the earlier of (A) the date that CAI terminates or withdraws the Tender Offer without accepting for payment any Shares tendered pursuant thereto, (B) the date the Minority Stub Period ends in accordance with the terms and conditions hereof, or (C) the date the Special Committee Recommendation Condition is no longer satisfied.

9. Miscellaneous.

(a) This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. The failure or delay by any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights nor shall any single or partial exercise by any party to this Agreement of any of its rights under this Agreement preclude any other or further exercise of such rights or any other rights under this Agreement. Any waiver shall be effective only in the specific instance and for the specific purpose for which the waiver is given and shall not constitute a waiver to any subsequent or other exercise of any right, remedy, power or privilege hereunder.

(b) All notices, requests, claims, demands, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by telecopy or facsimile, upon confirmation of receipt by the recipient, or (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered addressed to the parties (and shall be deemed delivered only if delivered by one of the means described in the immediately preceding sentence) at the following addresses (or at such other address for a party as shall be specified by notice hereunder):

if to CAI or Cerberus Capital, to:

Cerberus Capital Management, L.P.
299 Park Avenue, New York, NY 10171
Attention: Mark A. Neporent, Esq.
Facsimile: (212) 891-1540

with a copy (which shall not constitute notice pursuant to this Section 8(b)) to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Richard A. Presutti, Esq.
Facsimile: (212) 593-5955

if to the Company, to:

BlueLinx Holdings Inc.
4300 Wildwood Parkway
Atlanta, Georgia 30339
Attention: Sara Epstein, Esq.
Facsimile: (770) 953-7008

with a copy (which shall not constitute notice pursuant to this Section 8(b)) to:

Jones Day
1420 Peachtree Street, N.E.
Suite 800
Atlanta, GA 30309-3053
Attention: Mark L. Hanson, Esq.
Facsimile: (404) 581-8330

(c) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The

words “hereof”, “hereto”, “hereby”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “date hereof” shall refer to the date of this Agreement. The term “or” is not exclusive.

(d) This Agreement may be executed in one or more counterparts (including by facsimile), all of which shall be considered one and the same agreement. This Agreement shall become effective when (i) one or more counterparts have been signed by each of the parties hereto and delivered to the other parties and (ii) the Special Committee Recommendation Condition has been satisfied. Each party need not sign the same counterpart.

(e) This Agreement (i) constitutes the entire agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties hereto with respect to the subject matter of this Agreement and (ii) is not intended to confer upon any person other than the parties hereto any rights or remedies.

(f) This Agreement shall be governed by, and construed in accordance with, the internal procedural and substantive laws of the State of Delaware, applicable to instruments and agreements made and performed entirely in such state and without regard to the conflicts of law principles of such state.

(g) The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware (the “*Chancery Court*”) or in any Federal court located in the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto hereby agrees that all legal proceedings arising out of or relating to this Agreement shall be heard and determined in the Chancery Court or the United States Federal District Court for the State of Delaware, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts in any such legal proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such legal proceeding. The parties hereto agree that a final judgment in any such legal proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

(h) Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise, by CAI or Cerberus Capital, on the one hand, without the prior written consent of the Company nor by the Company, on the other hand, without the prior written consent of CAI and Cerberus Capital, and any assignment without such consent shall be null and void, except that CAI may assign their rights hereunder to any affiliate (as such term is defined in Rule 12b-2 under the Exchange Act) to whom any such entity transfers shares of Common Stock, *provided* that in such case, such affiliate agrees to be bound by the

terms and conditions of this Agreement. Any purported assignment in violation of this Section 9(h) shall be void. Subject to the preceding sentences of this Section 9(h), this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns.

(i) Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or other proceeding directly or indirectly arising out of, under or in connection with this Agreement.

(j) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

THE COMPANY:

BLUELIX HOLDINGS INC.

By: _____
Name: _____
Title: _____

CERBERUS ABP INVESTOR LLC

By: _____
Name: _____
Its: _____

CERBERUS CAPITAL MANAGEMENT, L.P.

By: _____
Name: _____
Its: _____
