

## **EXHIBIT A**

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

IN RE:	)	Chapter 11
	)	
OAKWOOD HOMES CORPORATION,	)	Case No. 02-13396 (PJW)
et al.,	)	
	)	
Debtors.	)	Jointly Administered
	)	
_____	)	(RE: D.L 1426, 1597)

**ORDER AUTHORIZING DEBTORS TO RETAIN AND EMPLOY  
MILLER BUCKFIRE LEWIS YING & CO., LLC AS FINANCIAL ADVISOR  
AND INVESTMENT BANKER NUNC PRO TUNC TO MAY 9, 2003**

This matter coming before the Court on the Application of Debtors To Retain and Employ Miller Buckfire Lewis Ying & Co., LLC as Financial Advisor and Investment Banker Nunc Pro Tunc To May 9, 2003 (the "Application") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having reviewed the Application, the Declaration of David Y. Ying (the "Ying Declaration"), a Managing Director of Miller Buckfire Lewis Ying & Co., LLC ("MBLY"), attached to the Application as Exhibit A and the Supplemental Declaration of David Y. Ying (D.L. 1597) (the "Supplemental Declaration"); and the Court having heard the statements of counsel regarding the relief requested in the Application at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application, the Ying Declaration, the Supplemental Declaration and at the Hearing establish just cause for the relief granted herein;

THE COURT HEREBY FINDS THAT:

- A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Notice of the Application and the Hearing was sufficient under the circumstances.

C. The Application, the Ying Declaration and the Supplemental Declaration are in full compliance with all applicable provisions of title 11 of the United States Code (the "Bankruptcy Code"); the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); and the Local Rules of this Court (the "Local Rules").

D. MBLY does not hold or represent any interests adverse to the Debtors' estates and MBLY is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

E. The Debtors' employment of MBLY, in accordance with the Application, the Engagement Letter attached to the Application as Exhibit B (the "Engagement Letter") and this Order is in the best interests of the Debtors' respective estates.

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. Capitalized terms not otherwise defined herein have the meanings given to them in the Application.
3. The Debtors are authorized to retain and employ MBLY as their financial advisor and investment bankers in these Chapter 11 cases, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, on the terms and conditions set forth in the Application and the Engagement Letter, nunc pro tunc to May 9, 2003.
4. MBLY is authorized to provide any and all investment banking services to the Debtors that are necessary or appropriate in connection with these Chapter 11 cases, as described in the Application and the Engagement Letter.

5. The Fee Structure is approved pursuant to section 328(a) of the Bankruptcy Code.

6. Notwithstanding the approval of the Fee Structure, MBLY shall apply to the Court for payment of their fees and reimbursement of their expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of this Court; the Court's Administrative Order, Pursuant to Sections 331 and 105 of the Bankruptcy Code, Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated December 18, 2002 (D.I. 271); and pursuant to any additional procedures that may be established by the Court in these cases; provided, however, that the approval of MBLY's initial and monthly advisory fees and its restructuring, financing or transaction fees in these cases shall be subject to the standards contained in section 328(a) of the Bankruptcy Code and not subject to the standard of review set forth in Section 330 of the Bankruptcy Code; and provided, further, that the U.S. Trustee shall retain the right to object to the restructuring, financing or transaction fees after the conclusion of the engagement on the following bases only: (a) such fees prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions; or (b) such fees are excessive when compared to the fees paid to, and results obtained by, other comparable investment banking and financial advisory firms in other Chapter 11 cases involving comparable services.

7. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of this Court, any orders of this Court or any guidelines regarding submission and approval of fee applications, MBLY and its professionals (a) shall only be required to maintain contemporaneous time records for services rendered post-

petition, in half-hour increments and (b) shall not be required to provide or conform to any schedule of hourly rates.

8. The indemnification provisions of the Engagement Letter are approved, subject to the following modifications:

(a) Subject to the provisions of subparagraphs (c) and (d) below, the Debtors are authorized to indemnify, and shall indemnify, MBL Y, in accordance with the Engagement Letter, for any claim arising from, related to or in connection with their performance of the services described in the Engagement Letter;

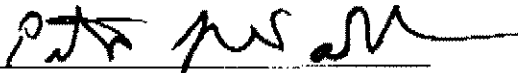
(b) MBL Y shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services other than the investment banking services provided under the Engagement Letter, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;

(c) Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from that person's gross negligence or willful misconduct or (ii) settled prior to a judicial determination as to that person's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order;

(d) If, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in these cases (that order having become a final order no longer subject to

appeal) and (ii) the entry of an order closing these Chapter 11 cases, MBL.Y believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, MBL.Y must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (d) is intended only to specify the period of time under which the court shall have jurisdiction over any request for fees and expenses for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify MBL.Y.

Dated: Wilmington, Delaware  
July 21, 2003

  
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The Honorable Peter J. Walsh  
Chief United States Bankruptcy Judge