

1 CRAIG H. MILLET, SBN 106027, CMillet@gibsondunn.com
2 SOLMAZ KRAUS, SBN 223117, SKraus@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
4 Irvine, California 92612-4412
Telephone: (949) 451-3800
Facsimile: (949) 451-4220

5 Attorneys for Debtors and Debtors in Possession

6
7 UNITED STATES BANKRUPTCY COURT
8 FOR THE CENTRAL DISTRICT OF CALIFORNIA
9 RIVERSIDE DIVISION
10

11 In re
12 FLEETWOOD ENTERPRISES, INC., et al.,
13 Debtors.
14

CASE NO. 09-14254-MJ

Chapter 11

[Jointly Administered]

15 **NOTICE OF EMERGENCY MOTION AND**
16 **EMERGENCY MOTION OF DEBTORS**
17 **FOR AN ORDER (I) AUTHORIZING AND**
18 **APPROVING THE SALE OF MILITARY**
19 **HOUSING ASSETS FREE AND CLEAR OF**
20 **LIENS, CLAIMS, INTERESTS AND**
21 **ENCUMBRANCES; AND (II) GRANTING**
22 **RELATED RELIEF; MEMORANDUM OF**
23 **POINTS AND AUTHORITIES IN SUPPORT**
24 **THEREOF**

25 **[Declarations of Leonard J. McGill, Andrew**
26 **M. Griffiths, David E. Burns and Rick Boyd**
27 **Filed Herewith]**

28 **Hearing:**

Date: May 27, 2009

Time: 1:30 pm

Place: Courtroom 302
3420 Twelfth Street
Riverside, CA 92501

Judge: Honorable Meredith A. Jury



1 **TO THE HONORABLE MEREDITH A. JURY, UNITED STATES BANKRUPTCY JUDGE,**
2 **AND ALL PARTIES ENTITLED TO NOTICE:**

3 **PLEASE TAKE NOTICE** that on May 22, 2009, Fleetwood Enterprises, Inc. and its
4 affiliated debtors and debtors in possession (the "Debtors" or "Fleetwood"), filed a motion (the
5 "Motion") pursuant to section 363 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the
6 "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy
7 Rules") for an order (i) authorizing and approving the sale of certain assets related to their military
8 housing business (the "Military Housing Assets") to CMH Manufacturing, Inc., 5000 Clayton Road,
9 Maryville, Tennessee 37804 (the "Purchaser") free and clear of liens, claims, interests and
10 encumbrances, and (ii) granting related relief. The Motion is based on this Notice, the accompanying
11 Memorandum of Points and Authorities, and the declarations of Leonard J. McGill, Andrew M.
12 Griffiths, David E. Burns and Rick Boyd filed herewith.

13 **PLEASE TAKE FURTHER NOTICE** that, by way of the Motion, the Debtors propose to
14 immediately sell the Military Housing Assets to the Purchaser for the aggregate purchase price of
15 \$4,500,000.00 in cash, plus (i) Purchaser's agreement to relieve the Debtors of approximately
16 \$4,000,000 of the Debtors' bonding obligations relating to certain work in progress that Purchaser
17 will complete, and (ii) Purchaser's agreement to assume approximately \$1,000,000 of the Debtors'
18 warranty obligations with respect to completed military housing projects, pursuant to the Asset
19 Purchase Agreement attached as Exhibit A to the Motion. The proposed sale is contingent upon
20 Purchaser being awarded the Fort Sam Houston III Contract (as defined in the Motion) in place of
21 Fleetwood, which has necessitated expedited consideration of the Motion a rapid and closing. The
22 proposed sale shall also result in a revision to the applicable bonding schedule which will reduce the
23 Debtors' remaining bonding obligations for certain projects from over \$25,000,000 to less than
24 \$6,000,000. The reasons for these contingencies, and the need for an accelerated sale, are set forth in
25 detail in the Motion.

26 The Military Housing Assets consist of real property, buildings, equipment, intellectual
27 property, and other assets used in and associated with the construction of modular military housing
28 by the Debtors at their two manufacturing plants in Belton, Texas. The Debtors propose to sell the

1 Military Housing Assets free and clear of all liens, claims, interests and encumbrances. Other than
2 fees payable to the Debtors' investment banker, Greenhill & Company, LLC, pursuant to its pending
3 employment application, the Debtors do not anticipate there being any commissions, fees or other
4 costs associated with the sale. For reasons set forth in the Motion and in the Griffiths Declaration,
5 the Debtors propose to complete the sale of Military Housing Assets without a formal auction or
6 overbidding. The Debtors have not been contacted by anyone who would be a potential over bidder
7 and, in the Debtors' business judgment, there are no viable alternative purchasers.

8 The Debtors are informed that, assuming the reduction in bonding is achieved, its Prepetition
9 Secured Lender and the Official Committee of Unsecured Creditors support the sale of the Military
10 Housing Assets proposed in the Motion as well as the consideration of the Motion on shortened time.

11 **PLEASE TAKE FURTHER NOTICE** that on May 22, 2009, because of exigent
12 circumstances that necessitate an immediate sale, the Debtors requested the Court hear the Motion on
13 an emergency basis. The Court has agreed that the hearing on the Motion (the "Sale Hearing") shall
14 occur on Wednesday, May 27, 2009 at 1:30 p.m. (Pacific Time) before the Honorable Meredith A.
15 Jury, in Courtroom 302, located at the United States Bankruptcy Court, 3420 Twelfth Street,
16 Riverside, CA, 92501.

17 **PLEASE TAKE FURTHER NOTICE** that any response to the Motion must be in writing
18 and (a) filed with the Clerk of the Court at 3420 Twelfth Street, Riverside, CA 92501; (b) served via
19 facsimile or email upon counsel for the Debtors as follows: Attn: Craig H. Millet, fax: (949) 475-
20 4651; email: cmillet@gibsondunn.com, (c) served via facsimile or email upon the Office of the
21 United States Trustee as follows: Office of the United States Trustee, Attn: Frank Cadigan and
22 Elizabeth A. Lossing, Loring Building, 3685 Main Street, Suite 300, Riverside, CA 92501, fax: (951)
23 276-6973, emails: Frank.Cadigan@usdoj.gov and elizabeth.lossing@usdoj.gov; (d) served via
24 facsimile or email upon counsel for the Official Committee of Creditors Holding Unsecured Claims,
25 Attn: Hamid R. Rafatjoo, fax: (310) 201-0760, email: hrafatjoo@pszjlw.com; (e) served via
26 facsimile or email upon counsel for the Prepetition Secured Lender, Attn: Gregory O. Lunt, fax:
27 (213) 891-8763; email: gregory.lunt@lw.com, and (f) delivered as a courtesy copy to the Chambers
28 of Judge Jury, United States Bankruptcy Court, 3420 Twelfth Street, Suite 345, Riverside, CA 92501.

PLEASE TAKE FURTHER NOTICE that the failure to respond before or at the time of the hearing may be deemed by the Court to be a lack of objection to the relief requested in the Motion.

Dated: May 22, 2009

CRAIG H. MILLET
SOLMAZ KRAUS
GIBSON, DUNN & CRUTCHER LLP

By: /s/ Craig H. Millet
Craig H. Millet

Attorneys for Debtors and Debtors in Possession

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1 Fleetwood Enterprises, Inc. and its affiliated debtors and debtors in possession (collectively,
2 the "Debtors" or "Fleetwood"), pursuant to section 363 of title 11 of the United States Code, 11
3 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy
4 Procedure (the "Bankruptcy Rules"), hereby move this Court for the entry of an order (i) authorizing
5 and approving the sale of certain assets related to their military housing business (the "Military
6 Housing Assets") to CMH Manufacturing, Inc. (the "Purchaser") free and clear of liens, claims,
7 interests and encumbrances, and (ii) granting related relief.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**¹

9 **I.** 10 **INTRODUCTION**

11 On March 10, 2009 (the "Petition Date"), the Debtors filed voluntary petitions for relief under
12 chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have remained in possession
13 of their assets and continue to operate their businesses and manage their property as debtors in
14 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 19, 2009, the
15 Office of the United States Trustee appointed the Official Committee of Unsecured Creditors. The
16 Debtors' chapter 11 cases are being jointly administered.

17 By this Motion, the Debtors seek an order authorizing them to complete an immediate sale of
18 certain real property, buildings, equipment, intellectual property, and other assets used in and
19 associated with the construction of modular military housing by Debtor Fleetwood Enterprises, Inc.
20 and its affiliate Debtor Fleetwood Homes of Texas, L.P. at their two manufacturing plants in Belton,
21 Texas (collectively, the "Military Housing Assets"), to CMH Manufacturing, Inc. (the "Purchaser").
22 The proposed transaction has two components, both of which benefit the estate.

23 **1. Purchase Price**

24 Pursuant to the terms of the asset purchase agreement attached as Exhibit A hereto (the
25 "Purchase Agreement"), Purchaser will pay a purchase price of \$4,500,000.00 in cash which includes
26

27 ¹ The declarations of Andrew M. Griffiths (the "Griffiths Declaration"), David E. Burns (the "Burns
28 Declaration"), Rick Boyd (the "Boyd Declaration") and Leonard J. McGill (the "McGill Declaration")
in support of this Motion are attached as Exhibits B, C, D and E hereto, respectively.

1 a \$1,000,000 discount in exchange for Purchaser's agreement to perform the Debtors' warranty
2 obligations with respect to completed military housing projects, and Purchaser agrees to relieve the
3 Debtors of approximately \$4,000,000 of the Debtors' bonding obligations relating to certain work in
4 progress that Purchaser will complete.

5 **2. Reduced Bonding Exposure**

6 All work performed by the Military Housing Business (as defined below) must be bonded and
7 the Debtors must provide letters of credit to secure that bonding. Letters of credit secured by the
8 Debtors' assets supporting bonding as to existing military housing contracts represent approximately
9 45% of the Debtors total secured debt. The Debtors have been awarded a new contract scheduled to
10 begin May 26, 2009 (the "Fort Sam Houston III Contract"); however, the Debtors cannot accept the
11 contract since they cannot provide the additional bonding. If this new Fort Sam Houston III Contract
12 is lost, the going concern value of the military housing business will be lost and the value of the
13 Military Housing Assets will radically decline. Further, Debtors will also lose the ability to reduce
14 their exposure on existing bonds.

15 The transaction proposed will allow the Debtors to drastically reduce their exposure on
16 existing bonds and, hence, their exposure under the outstanding letters of credit. As set forth in detail
17 below, as a result of the transaction and the obligations assumed by the Purchaser, Debtors will be
18 able to reduce their existing \$25 million in bonding obligations to less than \$6 million. The
19 remaining \$6 million will expire in two stages in November of 2009 and March of 2010. The
20 Purchaser will also perform any work bonded such that exposure on the remaining bonds is further
21 reduced.

22 Given the urgency and the benefit to the estate to be realized by closing the transaction as
23 requested, the Debtors have requested an emergency hearing.

24 **II.**

25 **THE MILITARY HOUSING BUSINESS**

26 The Debtors' military housing business (the "Military Housing Business"), which does
27 business under the name Trendsetter Homes, manufactures, assembles and finishes large complex
28 modular structures used for military housing by the United States Army. The Debtors' military

1 housing production facilities are located in Belton, TX, where they maintain two (2) adjacent plants.
2 One plant is currently operating and the other is idle, but in use as storage space. In addition to plant
3 personnel, the Military Housing Business employs a small sales, engineering and management team.

4 The ultimate customer of the Military Housing Business is the United States government,
5 through the Army Corps of Engineers. Contracts are awarded to a prime contractor -- recent
6 contracts are with Hensel Phelps Construction Company ("HP") -- which usually contracts with an
7 intermediate contractor. The intermediate contractor, typically a small business, minority-owned
8 organization, contracts directly with the Debtors for specific work required. Recent contracts are
9 with The Warrior Group ("Warrior").

10 Military housing contracts typically have 3 phases: (i) production of modular units, (ii) site
11 assembly, and (iii) final fit and finish plus any warranty work. Fit and finish may be performed as
12 much as a year after production is complete. As is typical on large construction projects, the Debtors
13 are required to provide supply, price and performance bonding throughout the life of each project.
14 Indeed, the award of any military housing contract is conditioned upon bonding of the contractor's
15 performance.

16 The Debtors currently have \$25,114,836 in bonding outstanding on projects with HP. The
17 bonding is further supported by letters of credit in approximately the same amount, which represents
18 about 45% of the Debtors' total secured obligations to the Banks. The existing bonding primarily
19 relates to two projects—Fort Bliss and Fort Sam Houston. Like almost all military housing projects,
20 the Fort Sam Houston project consists of multiple phases. Production of the most recent Fort Sam
21 Houston contract was completed in March 2009, but final work on the remaining phases will not be
22 completed until March 2010. The contract at Fort Bliss will complete production in May 2009, with
23 remaining fir and finish completed by November 2009. The bonds securing performance for each of
24 those contracts will be released upon completion of the respective projects.

25 **III.**
26 **THE FORT SAM HOUSTON III CONTRACT**

27 The Military Housing Business has established an excellent reputation and track record in
28 performing work for the military over several years. The business is profitable and could even grow,

1 except the amount of work which can be accepted is limited due to stringent bonding requirements
2 and limitations on the financial backing necessary to secure those bonds.

3 In addition to the ongoing projects described above, the Debtors have received a letter of
4 intent to award the Debtors the new Fort Sam Houston III Contract. Under the Fort Sam Houston III
5 Contract, production of an additional phase of housing at Fort Sam Houston is scheduled to begin on
6 May 26, 2009. Under current circumstances, the Debtors lack additional bonding capacity and,
7 therefore, cannot accept, execute or perform this contract independently. However, if the Debtors
8 can arrange a sale of the Military Housing Business with the Fort Sam Houston III Contract in place,
9 such a sale will enhance the value received for the Military Housing Business. If the Business cannot
10 be sold with the Sam Houston III Contract in place, the Military Housing Business has little value as
11 a going concern and the Military Housing Assets will likely be liquidated.

12 The proposed Purchaser proposes to purchase the Military Housing Business, provided that
13 the transaction can be concluded in time for it to execute the Fort Sam Houston III Contract in place
14 of Fleetwood. Absent a very rapid closing of the transaction, however, the Fort Sam Houston III
15 Contract will be lost because production is scheduled to start on May 26 and Warrior and HP will
16 be forced to contract with a third party who has the ability to perform the contract. Warrior Group and
17 HP have agreed to wait to May 29, 2009 before awarding the contract to another company. Of key
18 importance, Warrior and HP have also agreed to accept Purchaser as a party who has the financial
19 ability to provide the bonding and who, with the purchase of the Military Housing Assets, can
20 perform the Sam Houston III Contract.

21 If this transaction cannot be completed, the Debtors must close the Belton, TX plants at the
22 end of May, dismantle the business and sell the related real estate. The individual plant assets will
23 have far less value than a complete, "going concern" Military Housing Business with the Fort Sam
24 Houston III Contract in place and the Debtors will lose the opportunity to use the ongoing business as
25 a basis to quickly reduce its outstanding bonds and the letters of credit that support them.

IV.
MARKETING OF THE MILITARY HOUSING BUSINESS

Prior to the Petition Date, the Debtors began to consider alternatives for maximizing the value of its businesses for the benefit of all of their creditors and other interested parties. Working with their counsel and advisors, including FTI Consulting, Inc. and Greenhill & Company, LLC ("Greenhill"), the Debtors began to explore the possibility of selling certain of their assets and other means of bringing in new investment.² Going concern sales of one or both of the Debtors' major divisions, the recreational vehicle business (the "RV Business") and the manufacturing housing business (the "Housing Business"), were considered to be the best method for enhancing returns to the Debtors' estates.

For these reasons, Greenhill, the Debtors' investment banker, commenced a marketing process regarding both the RV Business and the Housing Business prior to the Petition Date. Numerous potential purchasers, including financial and strategic buyers, were provided with information about the Debtors' businesses and invited to express their interest in the RV Business, the Housing Business, or both businesses. To date, Greenhill has contacted (or been contacted by) more than 75 parties, and approximately 25 parties have executed non-disclosure agreements. All parties executing confidentiality agreements have received non-public information regarding the Debtors' assets and operations, and 10 parties have met with management and/or conducted site visits.

Most potential purchasers have expressed an interest in either the RV Business or the Housing Business. For this reason, the Debtors initially marketed the Military Housing Business as part of a package comprising the entire Housing Business. However, 30 to 45 days ago, because of certain potential new military housing contracts including the Fort Sam Houston III Contract, it became apparent that the Debtors would need to find a buyer for the Military Housing Business more quickly. Also, potential financial buyers showed little interest in the Military Housing Business due

² Additional details regarding the Debtors' businesses and consideration of asset dispositions may be found in the Declaration of Andrew M. Griffiths in Support of First Day Pleadings, filed in these cases on March 10, 2009.

1 to the onerous bonding requirements. Further, any buyer would need to be accepted by HP and
2 Warrior or there would be no existing business to perform.

3 **V.**
4 **THE PURCHASER AND THE BENEFITS OF THE PROPOSED SALE**

5 The universe of potential buyers with both knowledge of the modular housing business and
6 the financial capacity to bond their contracts is very small. Indeed, other than Purchaser, there are
7 only two (2) other potential purchasers who might fit the profile, and neither of them has expressed
8 any serious interest in purchasing the Military Housing Assets. Purchaser, an affiliate of Berkshire
9 Hathaway, is the best candidate because it can both provide value and reduce the Debtors' exposure
10 under the existing bonds. Purchaser has also received the necessary approval of HP and Warrior to
11 replace Fleetwood in performing current and future contracts. The United States Army has expressed
12 its support of Purchaser performing the Fort Sam Houston III Contract as well. The Debtors sold
13 their retail housing group to Purchaser in 2005, and in that transaction Purchaser demonstrated its
14 ability to close a transaction quickly after performing diligence and making an initial offer. In this
15 instance, Purchaser has again demonstrated its ability to move very quickly.

16 Purchaser has also agreed that it will provide HP, as the primary contractor on two currently
17 ongoing projects at Fort Bliss and Fort Sam Houston, new supply bonds solely for work to be
18 performed by Purchaser on such projects following the closing of the proposed transaction.
19 Specifically, Purchaser will supply bonding up to the following amounts: (i) \$1.3 million for Fort
20 Sam Houston, and (ii) \$2.7 million for Fort Bliss. In addition, if Purchaser does supply bonding as
21 described and agrees to perform out certain obligations of the Debtors as to existing projects, existing
22 bonds will be reduced by rider such that the remaining bonding will equal \$5.95 million for a total
23 reduction of over \$19 million. Of the remaining \$5.95 million, \$1.2 million will be released in
24 November of 2009 and the remaining \$4.75 million will be released in March of 2010. Since
25 Purchaser has agreed to perform the Debtors remaining obligations as to the projects supported by the
26 remaining bonds, the prospects of the timely release of the bonds without claims or draws and, hence,
27 the release of the supporting letters of credit, is extremely high.

1 Under the circumstances, given the obstacles relating to bonding and the limited number of
2 potential purchasers, the Debtors believe that Purchaser's offer establishes the current value of the
3 Military Housing Assets. Given the need to immediately sign the Sam Houston III Contract and
4 immediately begin work, the delay necessary to solicit over bidders and the need for any over bidder
5 to be accepted by Warrior and HP means that a public sale would doom this transaction by causing a
6 loss of the Sam Houston III Contract. Therefore, an auction and overbidding process would not yield
7 greater value and, in fact, would not result in a benefit to the estate anywhere comparable to the
8 transaction proposed.

9 Of even greater concern, waiting for an over bidder would result in a great deal of uncertainty
10 as to the impact on Debtors' existing bonding obligations and the supporting letters of credit issued
11 under the Secured Credit Facility. The only way to substantially reduce the outstanding bonding is
12 by selling the Military Housing Business as a going concern and that can only be done on the rapid
13 basis requested in this motion.

14 **VI.**

15 **TERMS OF PROPOSED SALE OF MILITARY HOUSING ASSETS**

16 A summary of the key terms of the proposed sale of Military Housing Assets is as follows³:

17 **Cash Consideration:** \$4.5 million.

18 **Purchased Assets:** As provided in Section 1.1 of the Purchase Agreement, all real and
19 personal property related to the Military Housing Business owned by debtors Fleetwood Homes of
20 Texas, L.P., which is primarily located at Fleetwood's Belton, Texas Plants, plus any rights to the
name "Trendsetter Homes" held by the Debtors.

21 **Assumed Liabilities:** Warranty liabilities as to certain existing military housing contracts as
22 set forth on Schedule 1.3(b) to the Purchase Agreement.

23 **Sale Free & Clear:** Pursuant to section 363(f) of the Bankruptcy Code, the Transferred
24 Assets are to be transferred free and clear of all liens, claims and interests, except for (i) the Permitted
25 Encumbrances, and (ii) the Assumed Liabilities expressly assumed by Purchaser. The sale shall also
26 be free and clear of all Excluded Liabilities.

27 ³ See Purchase Agreement, attached as Exhibit A hereto, for further details. Capitalized terms used
28 without definition within the Summary have the meanings given to them in the Purchase Agreement.

Assumption & Assignment of Assumed Contracts: The Purchaser has the right to require Debtors to assume and assign to Purchaser executory contracts to be later specifically identified by the Purchaser with Debtors to pay any cure required. Debtors do not expect any cure payments to be material.

Ancillary Agreements: The transactions in the proposed Purchase Agreement will result in the reduction of outstanding bonding from \$25,114,836 to \$5.95 million and also a release in the secured letters of credit supporting the bonding released. Although not obligated to do so, Purchase expects to re-employ the majority of those currently employed by Fleetwood at the Belton, Texas facility.

Conditions to Closing: The new Sam Houston III Contract shall have been awarded to Purchaser.

VII. JURISDICTION AND VENUE

This Court has jurisdiction over the subject matter of this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409(a). This is a core proceeding under 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought in this Motion are section 363 of the Bankruptcy Code and Bankruptcy Rule 6004.

VIII.
THE COURT SHOULD APPROVE THE PROPOSED SALE OF THE
MILITARY HOUSING ASSETS TO PURCHASER

A. The Proposed Sale of the Military Housing Assets is a Proper Exercise of the Debtors' Reasonable Business Judgment

Section 363(b)(1) of the Bankruptcy Code provides that "the [debtor in possession], after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate. 11 U.S.C. § 363(b)(1). Courts interpret section 363 to require only that such sale or use of property be within the sound judgment of the debtor. *See, e.g., Simantob v. Claims Prosecutor, LLC (In re Lahijani)*, 325 B.R. 282, 289 (9th Cir. B.A.P. 2005) (trustee's position is afforded deference, "particularly where business judgment is entailed in the analysis"); *Walter v. Sunwest Bank (In re Walter)*, 83 B.R. 14, 17 (9th Cir. B.A.P. 1988) (court has "considerable discretion . . . in light of sound business justification").

Courts have held that a transaction involving property of the estate generally should be approved so long as the debtor can demonstrate "some articulated business justification for using, selling, or leasing property outside of the ordinary course of business." *In re Continental Airlines*,

1 *Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986); *accord In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir.
2 1983); *Walter v. Sunwest Bank (In re Walter)*, 83 B.R. 14, 19-20 (B.A.P. 9th Cir. 1988); *In re Curlew*
3 *Valley Assocs.*, 14 B.R. 506, 513-14 (Bankr. D. Utah 1981). The fundamental analysis of
4 determining whether a proposed sale should be approved does not change regardless of whether the
5 sale is to be by private sale or public auction. *See, e.g., In re Ancor Exploration Co.*, 30 B.R. 802,
6 808 (N.D. Okla. 1983) ("[T]he bankruptcy court should have wide latitude in approving even a
7 private sale of all or substantially all of the estate assets not in the ordinary course of business under §
8 363(b).").

9 As stated by the Bankruptcy Appellate Panel for the Ninth Circuit in *In re Walter*, the
10 bankruptcy judge should consider all salient factors pertaining to the proposed transaction and,
11 accordingly, act to further the diverse interests of the debtor, creditors, and equity holders alike. 83
12 B.R. at 19-20 (citing *In re Continental Airlines, Inc.*, 780 F.2d 1223; *In re Lionel Corp.*, 722 F.2d
13 1063). The factors a court should consider include, *inter alia*, the consideration to be paid, the
14 financial condition and needs of the debtor, the qualifications of the buyer, and whether a risk exists
15 that the assets proposed to be sold would decline in value if left in the debtor's possession. *See in re*
16 *Walter*, 83 B.R. at 20; *see also Financial Assocs. v. Loeffler (In re Equity Funding Corp.)*, 492 F.2d
17 793, 794 (9th Cir. 1974) (proposed sale of debtor's assets would be in best interests of estate given
18 impending deterioration of market value of debtor's assets).

19 As evidenced in the Griffiths Declaration filed concurrently herewith, the Debtors have
20 considered each of the relevant factors with respect to the proposed sale of the assets pursuant to the
21 terms of the Asset Purchase Agreement. Based on these factors, the Debtors submit that the
22 following justifications demonstrate that the proposed sale of Military Housing Assets is an
23 appropriate exercise of business judgment, and is in the best interests of the Debtors' estates:

24 **1. The Transaction With Purchaser Will Relieve the Debtors of \$19 Million of**
25 **Bonding Obligations and Thereby Reduce Outstanding Secured Letters of**
26 **Credit.**

27 As explained above, the proposed sale will result in bonding obligations being reduced from
28 over \$25 million to less than \$6 million. Because the Debtors' bonding obligations are backed by
secured letters of credit under their Secured Credit Facility, the reduction in bonding would also

1 reduce secured obligations under the Secured Credit Facility by a similar amount. This reduction of
2 outstanding letters of credit will provide a tremendous benefit to the Debtors' estates.

3 **2. The Debtors Will Lose the Value of a Going Concern Sale if This Transaction is**
4 **Not Completed.**

5 Unless the Debtors can consummate this proposed sale of the Military Housing Assets, it is
6 unlikely that the Debtors will be able to sell the Military Housing Business as a going concern.
7 Through the marketing process above, the Debtors have confirmed that only a single potential
8 purchaser -- the Purchaser -- is seriously interested in the Military Housing Business and also capable
9 of providing the necessary bonding. The proposed transaction will also preserve the Fort Sam
10 Houston III Contract, as described above. The Debtors believe this is the best opportunity to realize
11 the value of the Military Housing Business, and that piecemeal sales of the Military Housing Assets
12 would yield substantially less than Purchaser's offer.

13 **3. The Adequacy of the Purchase Price; Debtors' Need For Cash**

14 As set forth in the Griffiths Declaration, the Debtors believe that the consideration offered by
15 the Purchaser establishes the current fair value of the Military Housing Assets. The Debtors believe
16 Purchaser's offer to be an adequate purchase price when all of the circumstances are taken into
17 account. Moreover, the Debtors do not believe that an auction would increase the proceeds of this
18 sale because, as discussed above, the Debtors have marketed the Military Housing Assets extensively
19 and only Purchaser has made a serious offer. Moreover, Fleetwood has an immediate need for cash
20 to fund its continued operations. This need could be fulfilled in the short term by completion of the
21 proposed sale of Military Housing Assets to Purchaser.

22 **B. The Court Should Authorize Sale Of The Military Housing Assets Free And Clear Of**
23 **Liens, Claims, Interests And Encumbrances**

24 Section 363(f) of the Bankruptcy Code expressly authorizes a debtor to sell property out of
25 the ordinary course of business "free and clear of any interest in such property of an entity," if any
26 one of the five following conditions is met:

27 (1) applicable non-bankruptcy law permits sale of such property free and clear of such
28 interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f). Because section 363(f) is written in the "disjunctive," any of the five conditions, including lienholders' "consent," provides authority to sell free and clear of liens. *See Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988). Fleetwood seeks to sell the assets free and clear of all liens, claims, interests and encumbrances.

The Debtors submit that, as to each and every entity having any interest in any of the Military Housing Assets, one of the five elements of section 363(f) applies. The Debtors believe that any interest in the Military Housing Assets will be adequately protected by having such interest attach to the net proceeds of the sale of the Military Housing Assets in the same priority to which it attached to the Military Housing Assets.

Furthermore, any holder of a lien who receives notice of the sale but fails to object to the sale of the Military Housing Assets free and clear of liens should be deemed to consent to the sale under section 363(f)(2). 11 U.S.C. § 363(f)(2); *In re Shary*, 152 B.R. 724, 725 (Bankr. N.D. Ohio 1993); *see also In re Elliot*, 94 B.R. 345-46 (implied consent by secured creditor's failure to object to proposed sale of property is sufficient to authorize a sale under Section 363(f)(2)).

Thus, the proposed sale meets the requirements of sections 363(f) of the Bankruptcy Code. Accordingly, the Debtors request that the Court approve the sale of the Military Housing Assets free and clear of all liens, claims, interests and encumbrances, with any such liens, claims, interests and encumbrances attaching to the proceeds of the sale with the same validity, priority, force, and status as existed prior to closing of the sale transaction.

C. The Court's Order Should Find The Proposed Transaction To Be In Good Faith

"[W]hen a bankruptcy court authorizes a sale of assets pursuant to Section 363(b)(1), it is required to make a finding with respect to the 'good faith' of the purchaser." *In re Abbotts Diaries*,

1 *Inc.*, 788 F.2d 143, 149-50 (3d Cir. 1986). The purpose of such a finding is to facilitate the operation
2 of Section 363(m) of the Bankruptcy Code, which provides a safe harbor for a purchaser of a debtor's
3 property when the purchase is made in "good faith." Specifically, Section 363(m) provides:

4 The reversal or modification on appeal of an authorization under subsection
5 (b) or (c) of this section of a sale or lease of property does not affect the
6 validity of the sale or lease under such authorization to an entity that
7 purchased or leased such property in good faith, whether or not such entity
 knew of the pendency of the appeal, unless such authorization and such sale
 or lease were stayed pending appeal.

8 11 U.S.C. § 363(m); *see Ewell v. Diebert (In re Ewell)*, 958 F.2d 276, 280 (9th Cir. 1992); *Irvin v.*
9 *Lincoln Heritage Life Ins. Co. (In re Irvin)*, 950 F.2d 1318, 1323 (7th Cir. 1991). This provision
10 serves the important purposes both of encouraging good faith transactions and of preserving the
11 finality of the bankruptcy court's orders unless stayed pending appeal. *In re Abbotts Dairies*, 788
12 F.2d at 147; *Hoese Corp. v. Vetter Corp. (In re Vetter Corp.)*, 724 F.2d 52, 54-55 (7th Cir. 1983). As
13 the Seventh Circuit recognized in *In re Edwards*, 962 F.2d 641 (7th Cir. 1992), "[i]f purchasers at
14 judicially approved sales of property of a bankrupt estate, and their lenders, cannot rely on the deed
15 that they receive at the sale, it will be difficult to liquidate bankrupt estates at positive prices." *Id.* at
16 643. The court also noted that although the law balances the competing interests between lien
17 holders and purchasers of assets of the estate, it weighs such interests "heavily in favor of the bona
18 fide purchaser," particularly where, as here, there are substantial business justifications for the
19 proposed transaction. *See id.*

20 In this case, it is clear that Purchaser is entitled to the safe harbor provided by section 363(m).
21 Indeed, the Griffiths Declaration and the Boyd Declaration demonstrate that the negotiations between
22 Purchaser and the Debtors at all times have been conducted at arms' length and in good faith. In
23 connection with the proposed sale of the Military Housing Assets to Purchaser, the Debtors have
24 evaluated their strategic alternatives and acted with the intent of obtaining the best possible deal for
25 the estate, both in terms of maximizing value and in completing a transaction that best comports with
26 the Debtors' financial and business needs. The terms of the proposed sale of the Military Housing
27 Assets to Purchaser accomplish these appropriate objectives. Moreover, Purchaser is not an insider
28 of the Debtors. For these reasons, Fleetwood requests that the Court make a factual determination

1 that Purchaser has purchased the Military Housing Assets in good faith as defined in section 363(m)
2 of the Bankruptcy Code.

3 **D. A Private Sale Is Appropriate Under Bankruptcy Rule 6004**

4 Pursuant to Bankruptcy Rule 6004(f)(1), sales of estate property not in the ordinary course of
5 business may be by private sale or public auction. Fed. R. Bankr. P. 6004(f)(1). Private sales by
6 debtors outside of the ordinary course of business are appropriate where the debtors demonstrate that
7 the sale is permissible pursuant to section 363 of the Bankruptcy Code. *See, e.g., In re Schipper*, 933
8 F.2d 513, 514 (7th Cir. 1991) (private real estate sale by debtor approved when purchase price was
9 the same as independent appraisal); *Palermo v. Pritam Realty, Inc. (In re Pritam Realty, Inc.)*, 233
10 B.R. 619, 624 (D.P.R. 1999) (upholding bankruptcy court order approving private sale by debtor); *In re*
11 *Adamson*, 312 B.R. 16, 22 (Bankr. D. Mass. 2004) (approving private sale by debtor); *In re*
12 *Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998) (recognizing that the trustee has ample authority
13 to conduct a sale of estate property through private sale).

14 The Debtors have determined that a private sale of the Military Housing Assets is in the best
15 interests of their estates. For reasons already discussed, Purchaser has emerged as the only viable
16 purchaser of the Military Housing Assets. Accordingly, it is unlikely that an auction of the Military
17 Housing Assets would produce a higher offer, and the delay and additional costs of conducting an
18 auction are not necessary.

19 **E. Notice Of The Sale Is Reasonable Under The Circumstances**

20 In order to secure the highest and best price for the Military Housing Assets, the Debtors are
21 seeking to have this Motion heard on an emergency basis. The Debtors believe that the sale of the
22 Military Housing Assets must be completed immediately in order to ensure the best return to their
23 estates. The Debtors submit that the notice to be provided is reasonable and appropriate under the
24 circumstances, and will be adequate to ensure that all interested parties have an opportunity to object
25 or otherwise respond prior to or at the Sale Hearing.

26 Notice of this Motion, and of the Sale Hearing, has been widely disseminated to creditors and
27 other parties in interest. This Motion and the Exhibits hereto contain a detailed description of the
28 Military Housing Assets, and the Purchase Agreement is attached hereto. The Notice of Motion

1 provides notice of the terms of the proposed sale and a general identification of the assets for which
2 authority to sell is being requested. The time and place of the hearing on the sale are set forth in the
3 Notice of Motion. Thus, Fleetwood submits that adequate notice of this Motion, and the Sale
4 Hearing, has been and will be provided. *See In re Delaware & H. Ry.*, 124 B.R. 169, 180 (Bankr. D.
5 Del. 1991) (the disclosures necessary in such a sale notice need only include the terms of the sale and
6 the reasons why such a sale is in the best interests of the estate and do not need to include the
7 functional equivalent of a disclosure statement).

8 **IX.**
9 **THE COURT SHOULD PERMIT IMMEDIATE RELIEF**

10 The Debtors request that the Court waive Bankruptcy Rule 6004(h), which provides that an
11 "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 10 days after
12 entry of the order, unless the court orders otherwise." *Id.* Waiver of Bankruptcy Rule 6004(h) will
13 permit the Debtors to immediately realize the value of the Military Housing Assets for the benefit of
14 the Debtors' estates and all creditors.

15 WHEREFORE, the Debtors respectfully requests that the Court enter an order, substantially
16 in the form attached as Exhibit F hereto, authorizing and approving the sale of the Military Housing
17 Assets to the Purchaser free and clear of liens, claims, interests and encumbrances, and that the Court
18 grant such other and further relief as is just and proper.

19 Dated: May 22, 2009

CRAIG H. MILLET
SOLMAZ KRAUS
GIBSON, DUNN & CRUTCHER LLP

22 By: _____ /s/ Craig H. Millet
Craig H. Millet
23 Attorneys for Debtors and Debtors in Possession

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ASSET PURCHASE AGREEMENT

between

CMH MANUFACTURING, INC., as the Purchaser,

FLEETWOOD ENTERPRISES, INC., as ParentCo and a Seller

and

FLEETWOOD HOMES OF TEXAS, L.P., as a Seller

Dated as of May 22, 2009

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EXHIBITS

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of May 22, 2009, by and between and CMH MANUFACTURING, INC., a Tennessee corporation (the "Purchaser"), on the one hand, and FLEETWOOD ENTERPRISES, INC., a Delaware corporation ("ParentCo"), and FLEETWOOD HOMES OF TEXAS, L.P., a Texas limited partnership ("Fleetwood Texas" and together with ParentCo, the "Sellers"). Capitalized terms used are defined or cross-referenced in Section 8.1.

Recitals

WHEREAS, on March 10, 2009 (the "Petition Date"), ParentCo and certain of its Affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Central District of California, Riverside Division (the "Bankruptcy Court"). ParentCo's bankruptcy case is being jointly administered with those of certain of its Affiliates under Case No. 09-14254-MJ (such case, together with all cases so jointly administered, being collectively referred to herein as the "Bankruptcy Case").

WHEREAS, Fleetwood Texas is engaged in, *inter alia*, activities relating to the design, manufacture, assembly, finishing and sale of large modular structures used for military housing by the United States Army through two plants located in Belton, TX (the "Business"), and ParentCo owns certain intellectual property and associated goodwill related to the Business;

WHEREAS, the Purchaser desires to purchase certain assets of the Sellers and to assume certain liabilities of Fleetwood Texas, and the Sellers desire to sell such assets to the Purchaser and Fleetwood Texas desires to assign such liabilities to the Purchaser, all on the terms and conditions set forth in this Agreement and in accordance with sections 105, 363, 365 and other applicable provisions of the Bankruptcy Code;

WHEREAS, the Transferred Assets will be sold pursuant to an order of the Bankruptcy Court approving such sale under section 363 of the Bankruptcy Code and the terms and conditions of this Agreement; and

WHEREAS, the Sellers desire to sell the Transferred Assets to further its reorganization efforts and to enable it to consummate a plan of reorganization in the Bankruptcy Case.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. Purchase and Sale

1.1 Assets to Be Transferred. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver (or cause to be sold, assigned, transferred, conveyed and delivered) to the Purchaser, and the Purchaser shall purchase, assume and accept from the Sellers, all of the Sellers' right, title and interest in and to all of the Sellers' properties, assets and rights set forth below that are used in connection with the Business, other than the Excluded Assets (such rights, title and interests in and to such assets, properties and rights being collectively referred to herein as the "Transferred Assets"), in accordance with, and with all of the protections afforded by, sections 363 and 365 of the Bankruptcy Code:

(a) all Contracts listed on the schedule of assumed and assigned contracts delivered by the Purchaser to the Sellers pursuant to Section 1.10 (the "Assumed Contracts");

(b) all real property, leaseholds and other interests in real property listed on or described in Schedule 1.1(b), together in each case with the Sellers' right, title and interest in and to all structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances relating to the foregoing (the "Transferred Real Property");

(c) all Intellectual Property listed on or described in Schedule 1.1(c) (the "Transferred IP"), to the extent assignable or otherwise transferable, and all drawings, plans and other documents and materials (including all plans approved by a Governmental Body), in any medium (including electronic), related to past, current or future projects, including projects with respect to Fort Sam Houston (all stages) and Fort Bliss (all stages);

(d) all machinery, equipment, parts, spare parts, vehicles and similar tangible personal property primarily related to or used in the Business, whether or not located at or on the Transferred Real Property (the "Equipment");

(e) all furniture, furnishings, office equipment and supplies and similar tangible personal property located at or on the Transferred Real Property (together with the Equipment, the "Tangible Personal Property");

(f) all raw materials, work-in-progress, finished goods, supplies, packaging materials and other inventories of the Business (the "Inventory");

(g) all Permits primarily related to or used in the Business, including those listed on or described in Schedule 1.1(g) (the "Transferred Permits"), to the extent assignable or otherwise transferable;

(h) all books of account, general, financial, accounting and personnel records, files, invoices, customers' and suppliers' lists, other distribution lists, billing records, sales and promotional literature, manuals and customer and supplier correspondence owned by the Sellers relating exclusively to the Business (the "Books and Records");

(i) all telephone numbers and IP addresses used and owned by the Sellers relating exclusively to the Business, to the extent assignable or otherwise transferable;

(j) all credits, prepaid expenses and security deposits relating exclusively to the Business;

(k) all rights to causes of action, lawsuits, judgments, claims and demands of any nature in favor of the Sellers to the extent relating exclusively to the Transferred Assets or the Business (unless related exclusively to the Excluded Assets), including all rights under all guarantees, warranties, indemnities and similar rights in favor of the Sellers; and

(l) all other properties, assets or rights of the Sellers, if any, listed on or described in Schedule 1.1(l).

1.2 Excluded Assets. The Sellers are not selling, and the Purchaser is not purchasing, any assets other than those specifically set forth in Section 1.1, and without limiting the generality of the foregoing, the term "Transferred Assets" shall expressly exclude the following assets of the Sellers (including all of the Sellers' right, title and interest therein and thereto), all of which shall be retained by the Sellers (collectively, the "Excluded Assets"):

(a) all of the Sellers' cash, bank deposits and cash equivalents;

(b) all of the Sellers' bank accounts;

(c) all of the assets of the Sellers, if any, listed on or described in Schedule 1.2(c);

(d) all of the Sellers' Contracts, other than the Assumed Contracts;

(e) except as provided in Section 4.15(b) relating to post-Closing operations, all accounts receivable, notes receivable and other receivables due to the Sellers that arose or arise out of the operation of the Business prior to the Closing, together with any unpaid interest or fees accrued thereon or other amounts due with respect thereto;

(f) all insurance policies relating to the Business and rights, claims or causes of action thereunder;

(g) all rights of the Sellers under this Agreement and any Seller Ancillary Agreements;

(h) all accounting systems and records (including records relating to Taxes), internal reports and reporting systems and logistics and related systems of the Sellers that are not specified as Transferred Assets in Section 1.1;

(i) other than with respect to the Transfer Taxes (for which any interest or right to refund would be shared equally between the Sellers and the Purchaser), any interest or right to any refund of Taxes relating to the Business, the Transferred Assets or the Assumed

Liabilities for, or applicable to, any taxable period (or portion thereof) ending on or prior to the Closing Date;

(j) all corporate books and records, board minutes and organizational documents of the Sellers, and any other records that the Sellers are required to retain by Law; provided that the Purchaser shall be entitled to receive copies of any such items to the extent that they relate to the Transferred Assets or the Business; and

(k) all of the rights and claims of the Sellers to avoidance actions available to the Sellers under chapter 5 of the Bankruptcy Code, of whatever kind or nature, including avoidance actions under sections 544, 545, 547, 548, 549 and 553 of the Bankruptcy Code, and any related claims and actions arising under such sections by operation of law or otherwise, including any and all proceeds of the foregoing.

1.3 Assumed Liabilities. At the Closing, or in the case of the Assumed Contracts, as specified in Section 1.10, the Purchaser shall assume and in due course pay, discharge, perform or otherwise fully satisfy the following liabilities and obligations of the Sellers arising out of, relating to or otherwise in respect of the Business or the Transferred Assets (the "Assumed Liabilities");

(a) all liabilities and obligations of the Sellers under the Assumed Contracts arising after the date of assignment and assumption provided in the Assumption Order, it being understood that the Purchaser shall not be liable for any Liability (i) arising out of or relating to a breach that occurred on or prior to the assignment and assumption of the Assumed Contracts or (ii) in connection with the cure of any monetary defaults arising under the Assumed Contracts, which shall be paid by the Sellers as provided in Section 1.10; and

(b) all warranty obligations of Fleetwood Texas set forth on Schedule 1.3(b).

1.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, all Liabilities of the Sellers that are not expressly assumed by the Purchaser in Section 1.3, are specifically excluded, and the Purchaser shall not assume and shall not be liable or responsible for any such excluded Liabilities (all such excluded Liabilities, collectively, the "Excluded Liabilities"), including any and all Liabilities, whether now existing or hereafter arising, in any way relating to (i) any employee benefit plans or policies of the Sellers, compensation benefits of any employee of the Sellers, Taxes (subject, in the case of Transfer Taxes, to Section 4.10), personal injury claims, claims for bodily injury or property damage, products liability claims, environmental claims, claims under any labor or employment laws, breach of contract claims, or pending litigation, (ii) Excluded Assets, (iii) the ownership or operation of the Transferred Assets prior to the Closing Date, (iv) Liabilities incurred by the Sellers in connection with this Agreement and the transactions contemplated hereby, and (v) subject to Section 1.3(b), warranty claims and other warranty Liabilities.

1.5 Purchase Price. Subject to the terms and conditions hereof, in full consideration for the sale and purchase of the Transferred Assets, at the Closing, the Purchaser shall assume the Assumed Liabilities and shall pay \$4,500,000 (the "Purchase Price") to the Sellers as provided in Section 1.8(a).

1.6 Closing. Subject to the terms and conditions of this Agreement and the Sale Approval Order, the sale and purchase of the Transferred Assets and the assignment and assumption of the Assumed Liabilities contemplated by this Agreement shall take place at a closing (the "Closing") to be held at the offices of Gibson, Dunn & Crutcher LLP, 3161 Michelson Drive, Irvine, California at 10:00 A.M., California time, on the first (1st) Business Day following the satisfaction or waiver of all conditions to the obligations of the parties set forth in Sections 5 and 6 (other than those conditions which by their nature can only be satisfied at the Closing), or at such other place or at such other time or on such other date as ParentCo and the Purchaser may mutually agree upon in writing (the day on which the Closing takes place being the "Closing Date").

1.7 Closing Deliveries by the Sellers. At the Closing, unless otherwise waived in writing by the Purchaser, the Sellers shall deliver or cause to be delivered to the Purchaser:

- (a) a duly executed Bill of Sale substantially in the form of Exhibit A hereto;
- (b) a duly executed counterpart to the Assignment and Assumption Agreement substantially in the form of Exhibit B hereto;
- (c) duly executed Assignments of Intangible Property substantially in the form of Exhibit C hereto;
- (d) duly executed Seller Certificates pursuant to Section 5.1;
- (e) a receipt for the payment of the Purchase Price;
- (f) duly executed grant deeds (or their equivalent in the State of Texas) for the Transferred Real Property, in a form reasonably acceptable to the Purchaser (the "Deeds"); and
- (g) such other duly executed bills of sale, assignments and other instruments of assignment, transfer or conveyance, in form and substance reasonably satisfactory to the Purchaser, as the Purchaser may reasonably request or as may be otherwise necessary or desirable to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Transferred Assets to the Purchaser and to put the Purchaser in actual possession or control of the Transferred Assets (all such deliveries, together with the Bill of Sale, Assignment and Assumption Agreement, Assignments of Intangible Property, Seller Certificates, Deeds, and Post-Closing Assignment and Assumption Agreement, the "Seller Ancillary Agreements").

1.8 Closing Deliveries by the Purchaser. At the Closing, unless otherwise waived in writing by ParentCo, the Purchaser shall deliver or cause to be delivered to ParentCo:

- (a) an amount equal to the Purchase Price by wire transfer of immediately available funds to an account (or accounts) designated by ParentCo at least one (1) Business Day prior to the Closing Date;
- (b) a duly executed counterpart to the Assignment and Assumption Agreement substantially in the form of Exhibit B hereto;

(c) a duly executed Purchaser Certificate pursuant to Section 6.1; and

(d) such other duly executed documents and instruments, in form and substance reasonably satisfactory to ParentCo, as ParentCo may reasonably request or as may be otherwise necessary or desirable to evidence and effect the assumption by the Purchaser of the Assumed Liabilities (all such deliveries, together with the Assignment and Assumption Agreement, Purchaser Certificate and Post-Closing Assignment and Assumption Agreement, the "Purchaser Ancillary Agreements").

1.9 Allocation of Proceeds. ParentCo shall within 60 days after the Closing Date prepare and deliver to the Purchaser a schedule allocating the Purchase Price among the respective Sellers and the Transferred Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder, which schedule shall be subject to the approval of the Purchaser, not to be unreasonably withheld (such schedule, once finalized, the "Allocation"). The Purchaser and the Sellers shall report and file all Tax Returns (including amended Tax Returns and claims for refund) in all respects and for all purposes in a manner consistent with the Allocation. Neither the Purchaser nor the Sellers shall take any position contrary thereto or inconsistent therewith (including in any audits or examinations by any Governmental Body or any other proceeding) unless otherwise required by applicable law; provided, however, that each party to this Agreement shall notify the other parties in the event that any Governmental Body takes or proposes to take a position for Tax purposes that is inconsistent with such Allocation. The Purchaser and the Sellers shall cooperate in the filing of any forms (including Form 8594 under Section 1060 of the Code) with respect to the Allocation.

1.10 Assignment and Assumption of the Assumed Contracts. Within twenty (20) days after the Closing Date, the Purchaser may, in its discretion, designate any Contract listed on the Seller Contract Schedule as an Assumed Contract by delivering a list of Assumed Contracts, and, upon receipt of such list, the Sellers shall promptly seek to transfer and assign the Assumed Contracts to the Purchaser pursuant to Section 365 of the Bankruptcy Code, including obtaining Bankruptcy Court approval for such transfer and assignment (the "Assumption Order"), and, in connection with such assignment, the Sellers shall provide for cure of all non-monetary and monetary defaults existing under the Assumed Contracts to the extent required by Section 365(b) of the Bankruptcy Code.

2. Representations and Warranties of the Sellers. Except as set forth in the Disclosure Schedules to this Agreement (the "Disclosure Schedules") delivered by the Sellers, which shall specify the Section to which each exception or disclosure relates and shall be deemed to qualify the representations and warranties contained in such Section as well as all other representations and warranties in this Section 2 to which the applicability of such exception or disclosure is reasonably apparent on its face, the Sellers jointly and severally represent and warrant to the Purchaser that each of the statements contained in this Section 2 is true and correct as of the date of this Agreement.

2.1 Due Incorporation and Authority. Each Seller is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of the State of its organization and has all necessary corporate or limited partnership power and authority to own, lease and operate its properties and to carry on the business as it is now being conducted by

such Seller. Subject to the entry of the Sale Approval Order, (a) each Seller has all requisite corporate or limited partnership power and authority to enter into this Agreement and the Seller Ancillary Agreements, carry out its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby and (b) the execution and delivery by such Seller of this Agreement and the Seller Ancillary Agreements, the performance by such Seller of its respective obligations hereunder and thereunder and the consummation by such Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate or limited partnership action on the part of such Seller. This Agreement has been duly executed and delivered by such Seller, the Seller Ancillary Agreements will be, upon delivery at the Closing, duly executed and delivered by such Seller, and, upon entry of the Sale Approval Order (assuming the due authorization, execution and delivery hereof by the Purchaser), this Agreement and the Seller Ancillary Agreements will constitute the legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms.

2.2 No Conflicts. Subject to the entry of the Sale Approval Order, the execution and delivery by the Sellers of this Agreement and the Seller Ancillary Agreements, the consummation of the transactions contemplated hereby and thereby, and the performance by the Sellers of this Agreement and the Seller Ancillary Agreements in accordance with their respective terms will not:

(a) violate the certificate of incorporation or by-laws (or comparable instruments, including the partnership agreement) of any Seller;

(b) violate any Law to which the Sellers, the Business or any of the Transferred Assets are bound or subject; or

(c) violate, result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or require any consent of any Person (including Governmental Bodies) pursuant to, any Assumed Contract or Transferred Permit, except (i) to the extent that any such violation, breach or default is cured, remedied or otherwise accounted for pursuant to the Sale Approval Order, or (ii) for consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court,;

provided, however, that each of the cases set forth in clauses (b) and (c) above is subject to exceptions that (A) would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect or to prevent or materially delay the consummation by the Sellers of the transactions contemplated by this Agreement or (B) that arise as a result of any facts or circumstances relating solely to the Purchaser or any of its Affiliates.

2.3 Organizational Documents. ParentCo has previously made available to the Purchaser true, accurate and complete copies of the certificate of incorporation and bylaws, or comparable instruments, of the Sellers as in effect on the date hereof.

2.4 Compliance with Laws. To the Knowledge of the Sellers, the Business is being and has been conducted, in all material respects, in compliance with all applicable Laws.

2.5 Permits. Schedule 2.5 of the Disclosure Schedules sets forth a list of all of the Sellers' licenses, franchises, permits, variances, exemptions, orders, approvals and authorizations of Governmental Bodies, including any applications therefor, that are necessary or, to the Knowledge of the Sellers, otherwise used for the conduct of the Business as currently conducted (collectively, the "Permits"). Each Seller is in compliance, in all material respects, with the terms of all material Permits of such Seller, and such material Permits are valid and in full force and effect.

2.6 Contracts. To the Knowledge of the Sellers, (a) each of the Sellers' Contracts with The Warrior Group with respect to the projects Fort Sam Houston Task Order I and Fort Bliss Task Order III (collectively, "Material Contracts") is valid and binding on the Sellers and the counterparties thereto, and is in full force and effect, (ii) no Seller is in material breach of, or material default under, any Material Contract, and (iii) there is no valid basis for any claim of material breach of, or default under, any Material Contract, except in each case to the extent that any such invalidity, breach, default or claim of breach or default is cured, remedied or otherwise accounted for pursuant to the Sale Approval Order.

2.7 Real Property.

(a) Schedule 2.7(a) of the Disclosure Schedules lists the street address and legal description of each parcel of real property owned by the Sellers and used or held for use exclusively in the Business ("Owned Real Property"). Upon the entry of the Sale Approval Order, at the Closing, the Sellers shall have fee title to all Transferred Real Property that constitutes Owned Real Property, which shall be transferred to the Purchaser free and clear of all Encumbrances, other than Permitted Encumbrances.

(b) Schedule 2.7(b) of the Disclosure Schedules lists the street address of each parcel of real property leased by the Sellers and used or held for use exclusively in the Business (the "Leased Real Property") and the identity of the lessor of each such parcel of Leased Real Property. Upon the entry of the Sale Approval Order, at the Closing, the Sellers shall have a valid leasehold estate in all Transferred Real Property that constitutes Leased Real Property, which shall be transferred to the Purchaser free and clear of all Encumbrances, other than Permitted Encumbrances.

2.8 Environmental Matters.

(a) To the Knowledge of the Sellers, (i) the Sellers are, and at all times have been, in all material respects, in compliance with all applicable Environmental Laws and has obtained and is in compliance with all Environmental Permits in connection with the conduct or operation of the Business and the ownership or use of the Transferred Assets and (ii) there are no material claims pursuant to any Environmental Law pending or threatened against the Sellers in connection with the conduct or operation of the Business or the ownership or use of the Transferred Assets, nor have there been any such claims in the last five (5) years.

(b) To the Knowledge of the Sellers, no Seller is currently required to undertake any corrective or remedial obligation under any Environmental Law with respect to the Business or the Transferred Assets, nor has such Seller been required to undertake any

material corrective or remedial obligation under any Environmental Law with respect to the Business or the Transferred Assets during the last five (5) years.

(c) The Sellers have made available to the Purchaser all Phase I and Phase II, if any, environmental reports and any other material documents relating to any environmental or health or safety matters, relating to the Transferred Assets.

(d) To the Knowledge of the Sellers, none of the Transferred Assets contains or is affected by the presence of any substance or material that requires investigation, removal or remediation under any Environmental Law, or is defined, listed or identified as a "hazardous substance," "toxic substance" or words of similar import thereunder.

2.9 Intellectual Property. Schedule 2.9 of the Disclosure Schedules sets forth a true and complete list of all Intellectual Property owned by the Sellers and used or held for use exclusively in the Business. To the Knowledge of the Sellers, no material claim has been asserted or threatened that the use or exploitation by the Sellers of any Transferred IP infringes, in any material respect, the Intellectual Property of any third party.

2.10 Litigation. Except for the Bankruptcy Case and any and all actions, adversary proceedings and litigation arising therefrom or related thereto, there are no material Claims (including products liability Claims) pending or, to the Knowledge of the Sellers, threatened against the Sellers with respect to the Business before any Governmental Body.

2.11 Title to Assets.

(a) Upon the entry of the Sale Approval Order, at the Closing, the Sellers shall have good and marketable title to, or a valid and enforceable right by Contract to use, the Transferred Assets, which shall be transferred to the Purchaser free and clear of all Encumbrances, other than Permitted Encumbrances.

(b) The Transferred Assets, together with (i) the assets, rights or services to be provided to the Purchaser pursuant to Section 4.16 and (ii) the Excluded Assets (which are not being transferred to the Purchaser), constitute all of the properties, assets and rights necessary to operate and conduct the Business as it is being operated and conducted as of the date of this Agreement.

2.12 Inventory. The Inventory substantially consists of, and as of the close of business on the day immediately preceding the Closing Date the Inventory will substantially consist of, items which are (a) free of any material defect, (b) subject to inventory reserves set forth in the Sellers' (or their Affiliate's consolidated) financial statements, of a quality and quantity usable and salable in the ordinary course of business, and (c) fit and merchantable for their particular use. None of the Inventory is subject to any material consignment, bailment, warehousing or similar agreement.

2.13 Brokers. Except for the fees payable by the Sellers to Greenhill & Co., LLC, the Sellers have not paid or agreed to pay, or received any Claim with respect to, any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby.

2.14 Labor Relations. No Seller is a party to or bound by any collective bargaining agreement, and there are no labor unions or other organizations representing or, to the Knowledge of the Sellers, purporting or attempting to represent any of its employees. There are no labor disputes currently subject to any grievance procedure, arbitration or litigation, and there is no representation petition pending or, to the Knowledge of Sellers, threatened with respect to any employee. No Seller has received any written (or, to the Knowledge of the Sellers, oral) notice of the intent of any Governmental Body responsible for the enforcement of labor or employment laws to conduct an investigation relating to the Business, and to the Knowledge of the Sellers, no such investigation is in progress.

2.15 Disclaimer. THE REPRESENTATIONS AND WARRANTIES MADE BY THE SELLERS IN THIS AGREEMENT ARE THE EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY THE SELLERS. THE SELLERS HEREBY DISCLAIM ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES. THE SELLERS DO NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING PRO-FORMA FINANCIAL INFORMATION, FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF THE BUSINESS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DISCLOSURE SCHEDULES, THE SELLERS ARE SELLING THE TRANSFERRED ASSETS HEREUNDER ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS AND THE SELLERS MAKE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES AS TO THE BUSINESS, THE TRANSFERRED ASSETS OR THE ASSUMED LIABILITIES, INCLUDING AS TO THEIR PHYSICAL CONDITION, USABILITY, MERCHANTABILITY, PROFITABILITY OR FITNESS FOR ANY PURPOSE.

3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Sellers as follows:

3.1 Due Incorporation and Authority. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee and has all necessary corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Purchaser has all requisite corporate power and authority to enter into this Agreement and the Purchaser Ancillary Agreements, carry out its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby. The execution and delivery by the Purchaser of this Agreement and the Purchaser Ancillary Agreements, the performance by the Purchaser of its obligations hereunder and thereunder and the consummation by the Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, the Purchaser Ancillary Agreements will be, upon delivery, duly executed and delivered by the Purchaser, and, assuming the due authorization, execution and delivery hereof by the Sellers, this Agreement constitutes and the Purchaser Ancillary Agreements, upon execution and delivery, will constitute the legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors rights generally or by general

principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

3.2 No Conflicts. The execution and delivery by the Purchaser of this Agreement and the Purchaser Ancillary Agreements, the consummation of the transactions contemplated hereby and thereby, and the performance by the Purchaser of this Agreement and the Purchaser Ancillary Agreements in accordance with their respective terms will not:

(a) violate the certificate of incorporation or by-laws (or comparable instruments) of the Purchaser; or

(b) violate any Law to which the Purchaser or its assets are bound or subject;

provided, however, that the case set forth in clause (b) above is subject to exceptions that (i) would not reasonably be expected to have, either individually or in the aggregate, a material adverse effect on the Purchaser or to prevent or materially delay the consummation by the Purchaser of the transactions contemplated by this Agreement or (ii) that arise as a result of any facts or circumstances relating to the Sellers or any of their Affiliates.

3.3 Litigation. There are no Claims pending or, to the knowledge of the Purchaser, threatened against the Purchaser before any Governmental Body that would prevent or materially delay the consummation by the Purchaser of the transactions contemplated by this Agreement.

3.4 Purchaser's Financial Capability. The Purchaser has available under its current credit facilities, or otherwise, the funds necessary to consummate the transactions contemplated by this Agreement, including payment of the Purchase Price and assumption of the Assumed Liabilities.

3.5 Brokers. The Purchaser has not paid or agreed to pay, or received any Claim with respect to, any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby.

3.6 Acknowledgement of Disclaimer. The Purchaser represents, warrants and acknowledges that, except as set forth in this Agreement: (a) the Purchaser is purchasing the Transferred Assets on an "as is, where is, with all faults" basis based solely on the Purchaser's own investigation of the Transferred Assets and (b) neither the Sellers nor any of their Representatives has made any representations, warranties or guarantees, express, implied or statutory, written or oral, with respect to the Transferred Assets (or any part thereof), the financial performance of the Business or the Transferred Assets, or the physical condition of the Transferred Assets.

4. Covenants and Agreements.

4.1 Operation of the Business. Subject to any restrictions and obligations imposed by the Bankruptcy Court, the Sellers will not engage in any practice, take any action or enter into any transaction outside the ordinary course of business between the date hereof and the Closing Date. In particular, between the date hereof and the Closing Date, and, in the case of clause (ii),

between the date hereof and the date of assignment and assumption of Assumed Contracts specified in the Assumption Order, the Sellers shall not, in respect of the Transferred Assets or the operation of the Business: (i) sell, transfer, encumber or otherwise dispose of any Transferred Assets or any interest therein; (ii) terminate or modify the terms of any Contract listed on the Seller Contract Schedule; (iii) enter into any Contract that would cause the representation and warranty contained in Section 2.6(a) to be untrue had such Contract been entered into prior to the date hereof, other than any such Contract entered into in the ordinary course of business; or (iv) increase the compensation (including benefits) payable or to become payable to the employees; provided, however, that, notwithstanding the preceding, the Sellers may take any of such actions with the prior written consent of the Purchaser. Between the date hereof and the Closing Date, the Sellers shall use commercially reasonable efforts to maintain the Transferred Assets in good working order and condition, and to use commercially reasonable efforts to keep available the services of the Transferred Employees (as defined below).

4.2 Confidentiality. Until the Closing Date, each party hereto shall hold in confidence, and shall cause its respective Affiliates and Representatives to hold in confidence, all Confidential Information obtained by any of them from the other party or its Affiliates or Representatives relating to such other party or the transactions contemplated hereby. Notwithstanding the foregoing, the party receiving Confidential Information from the party disclosing such Confidential Information may disclose such Confidential Information: (a) to the extent that such disclosure was previously authorized in writing by the disclosing party; (b) to any Governmental Body, with valid and competent jurisdiction thereof, if the receiving party is directed to disclose such Confidential Information to and by such Governmental Body, provided that the receiving party shall provide written notice of such disclosure to the disclosing party; (c) to the receiving party's Affiliates and Representatives who have a need to know such information solely for purposes of assisting in regard to this Agreement and the transactions contemplated hereby, and who are subject to confidentiality obligations to the receiving party; (d) to the extent that disclosure is required under any applicable Law. Except as otherwise set forth herein, no party shall disclose or make use of, and each party shall cause its respective Affiliates and Representatives not to disclose or make use of, the other party's Confidential Information without the prior written consent of such other party. In the event that this Agreement is terminated, each party shall, and shall cause its respective Affiliates and Representatives to, promptly return to the other party or destroy all documents (including all copies thereof) containing Confidential Information obtained from such other party or its Affiliates or Representatives. Upon the Closing, ParentCo shall, and shall cause its Affiliates and Representatives to, hold in confidence all Confidential Information of the Business, for the benefit of Purchaser, except for any disclosure required by applicable Law.

4.3 Expenses. Except as set forth in Section 4.10, the Purchaser and the Sellers shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of their Representatives.

4.4 Public Announcements. No party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without prior approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed,

unless such disclosure is required by applicable Law. The parties shall cooperate, using commercially reasonable efforts, as to the timing and contents of any such announcement, including any such announcement required by applicable Law.

4.5 Access to Information. From the date hereof until the Closing, upon reasonable notice, the Sellers shall promptly (i) afford the Representatives of the Purchaser reasonable access, during normal business hours, to the offices, plants, warehouses, properties, books and records and personnel of the Sellers relating to the Business, including providing copies of any such books and records to the Purchaser, and (ii) furnish to the Representatives of the Purchaser such additional financial and operating data and other information regarding the operations of the Business as the Purchaser may from time to time reasonably request.

4.6 Regulatory and Other Authorizations; Consents. Each of the parties hereto shall use its commercially reasonable efforts to (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Law or otherwise to consummate and make effective the transactions contemplated by this Agreement, provided that the Purchaser shall not be required to take any action adverse to its existing businesses or agree to any action adverse to the Business; (ii) obtain any consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the parties, with respect to this Agreement and the transactions contemplated hereby required under any Law.

4.7 Further Action; Additional Assignments of Transferred Assets. Each of the parties hereto shall execute such documents and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and give effect to the transactions contemplated hereby. From time to time after the Closing, the Sellers shall prepare all documents and take all actions reasonably necessary to further the sale and assignment of the Transferred Assets to the Purchaser hereunder, with any related out-of-pocket expenses to be paid by the Purchaser or, if paid by the Sellers, reimbursed by the Purchaser.

4.8 Bankruptcy Court Approval. On or prior to May 23, 2009, the Sellers shall file (or shall have filed) a motion or motions with the Bankruptcy Court seeking entry of an order of the Bankruptcy Court approving the sale of the Transferred Assets pursuant to this Agreement (the "Sale Approval Order"). The Sale Approval Order shall be substantially in the form of Exhibit D hereto (with such changes thereto as the Sellers and the Purchaser shall mutually approve, which approval shall not be unreasonably withheld, conditioned or delayed).

4.9 Books and Records. For a period of two (2) years after the Closing Date, if, in order to properly prepare documents required to be filed with Governmental Bodies or its financial statements, or as reasonably determined by the Purchaser to be necessary to its ownership and operation of the Transferred Assets, it is necessary that either party hereto or any successors thereto be furnished with additional information relating to the Business, the Transferred Assets or the Assumed Liabilities, and such information is in the possession of the other party hereto or any successor thereto or any of their respective Affiliates, such party agrees

to use commercially reasonable efforts to furnish or cause to be furnished such information to such other party, at the reasonable cost and expense of the party being furnished such information.

4.10 Tax Matters.

(a) Sales, Use and Other Transfer Taxes. The Sellers shall pay all of the sales, use, registration, stamp, documentary, transfer and similar Taxes incurred in connection with the transactions contemplated by this Agreement and which are not otherwise exempt pursuant to the applicable sections of the Bankruptcy Code (collectively, the "Transfer Taxes"). Upon presentation to the Purchaser of proof of payment, the Purchaser shall promptly reimburse the Sellers for one-half of all such Transfer Taxes paid by the Sellers. The parties hereto shall use their respective reasonable efforts to prevent imposition of any Transfer Taxes with respect to the Transferred Assets, including, if applicable, by procuring or assisting each other in the procurement of, in a timely manner, a resale certificate or other instruments or documentation reasonably required to prevent imposition of any Transfer Taxes with respect to the Transferred Assets. For the avoidance of doubt, the Sellers shall be responsible for all income, franchise, profit and similar Taxes incurred or imposed with respect to the sale of the Transferred Assets by the Sellers. The parties hereto agree to cooperate in the filing of all necessary documentation and all Tax Returns with respect to all such Taxes, including any available pre-sale filing procedure.

(b) Cooperation. The parties hereto shall cooperate with each other and with each other's respective Representatives, including accounting firms and legal counsel, in connection with the preparation or audit of any Tax Return(s) and any Tax claim or litigation in respect of the Transferred Assets and the Assumed Liabilities that include whole or partial taxable periods, activities, operations or events on or prior to the Closing Date, which cooperation shall include making available employees, if any, for the purpose of providing testimony and advice, or original documents, or either of them, in each case at the cost of the party requesting such cooperation and assistance.

4.11 Notification of Certain Matters. Until the Closing, each party hereto shall promptly notify the other party in writing of any fact, change, condition, circumstance or occurrence or nonoccurrence of any event of which it is aware that will or is reasonably likely to result in any of the conditions set forth in Section 5 or 6 of this Agreement becoming incapable of being satisfied.

4.12 Update of Disclosure Schedules. Prior to the Closing, the Sellers shall promptly notify the Purchaser with respect to any matter hereafter arising or discovered which if existing or known at the date of this Agreement would have been required to be set forth or described in the Disclosure Schedules or which could result, or could reasonably be expected to result, in a breach by any Seller of any of its covenants or agreements contained herein. Prior to the Closing, the Purchaser shall promptly notify ParentCo with respect to any matter hereafter arising or discovered which if existing or known at the date of this Agreement would have been required to be set forth or described in a Purchaser disclosure schedules or which could result, or could reasonably be expected to result, in a breach by the Purchaser of any of its covenants or agreements contained herein. Nothing in this Agreement, including this Section 4.12, shall

imply that the Sellers or the Purchaser are making any representation or warranty as of any date other than the date of this Agreement and the Closing Date.

4.13 Use of Names. Other than the Transferred IP, the Sellers are not conveying ownership rights to, or granting the Purchaser or any Affiliate of the Purchaser a license to use, any of the trade names, trademarks, service marks, logos or domain names of the Sellers or any of its Affiliates (including the name "Fleetwood" or any trade name, trademark, service mark, logo or domain name incorporating the name "Fleetwood") and, after the Closing, the Purchaser shall not use, or permit any Affiliate of the Purchaser to use, in any manner such names or marks or any word that is similar in sound or appearance to such names or marks. Notwithstanding the foregoing, the Sellers hereby consent to the use of the name "Fleetwood" or any trade name, trademark, service mark, logo or domain name incorporating the name "Fleetwood" by the Purchaser and its Affiliates in connection with Inventory existing as finished goods as of the Closing Date. In the event the Purchaser or any Affiliate of the Purchaser violates any of its obligations under this Section 4.13, the Sellers may proceed against it in law or in equity for such damages or other relief as a court may deem appropriate. The Purchaser acknowledges that a violation of this Section 4.13 may cause the Sellers and its Affiliates irreparable harm which may not be adequately compensated for by money damages. The Purchaser therefore agrees that in the event of any actual or threatened violation of this Section 4.13, the Sellers shall be entitled, in addition to other remedies that it may have, to a temporary restraining order and to preliminary and final injunctive relief against the Purchaser or such Affiliate of the Purchaser to prevent any violations of this Section 4.13.

4.14 Employment Arrangements.

(a) Future Employment. By no later than the close of business on May 26, 2009, the Sellers shall deliver to the Purchaser a list of all employees employed in connection with the Business. The Purchaser shall promptly deliver to the Sellers a list of employees it intends to hire, subject to each such employee satisfying the Purchaser's standard criteria for new hires, including provision of evidence of United States citizenship or the other legal right to work in the United States and passage of a drug screening test and, in the case of salaried employees, a background check (such employees, the "Identified Employees"). Immediately prior to the Closing Date, the Sellers shall terminate the employment of Identified Employees. On the Closing Date, the Purchaser shall make a conditional offer to hire the Identified Employees on an "at-will" basis, subject to each such Identified Employee satisfying the Purchaser's standard criteria for new hires, including provision of evidence of United States citizenship or the other legal right to work in the United States and passage of a drug screening test and, in the case of salaried employees, a background check.

(b) No Right to Employment. Notwithstanding Section 4.14(a), nothing herein expressed or implied shall confer upon any of the employees of the Sellers, whether Identified Employees or otherwise, any right to employment or continued employment for any specified period, of any nature or kind whatsoever under or by reason of this Agreement or any offer by the Purchaser described herein.

(c) Other Obligations. Neither the Purchaser nor its Affiliates shall be obligated to provide any severance, separation pay, change of control or other payments or

benefits, including any key employee retention payments, to any employee of the Sellers (including the Identified Employees) on account of any termination of such employee's employment on or before the Closing Date, or have any other Liability arising out of or resulting from the termination of any employees of the Sellers (including the Identified Employees). The Sellers shall be liable and responsible for and pay any and all Liabilities (i) arising out of or resulting from termination by the Sellers of any and all employees (including the Identified Employees), including any WARN Act Liabilities, and (ii) otherwise associated with the termination and severance by the Sellers of any and all employees (including the Identified Employees) or the retention of any employees who continue to be employed by the Sellers or their Affiliates after the Closing Date, including any and all obligations to provide such employees with continued health, disability, life, retirement or other benefits (whether covered by insurance or not), including COBRA benefits.

4.15 Bond Obligations. The parties hereto agree as follows in regard to the bond obligations with respect to all pending and future projects of the Business. Other than as set forth in this Section 4.15, the Purchaser (and its Affiliates) shall not have any obligation whatsoever with respect to any bond obligations for any project of the Sellers.

(a) The Sellers shall use commercially reasonable efforts to obtain assurance(s) from Hensel Phelps and/or The Warrior Group, in writing and to the reasonable satisfaction of ParentCo, that Hensel Phelps and/or The Warrior Group will, upon the Purchaser being awarded new contracts and furnishing the related bonds as described in Section 4.15(b), (i) terminate, and release the Sellers from the obligations under, the contracts for all currently pending projects of the Business and (ii) reduce the aggregate amount of bond obligations of the Sellers with respect to such projects to \$5,950,000.

(b) The Purchaser shall use commercially reasonable efforts to be awarded, concurrent with the Closing, new contracts for the work described on Exhibit E (under the headings Fort Sam Houston Task Order I and Fort Bliss Task Order III) to be performed by the Purchaser after the Closing with respect to Fort Sam Houston Task Order I and Fort Bliss Task Order III (the "Remainder Fort Sam Houston I and Fort Bliss III Projects"). For the avoidance of doubt, the Purchaser shall be entitled to receive all revenues generated with respect to the Remainder Fort Sam Houston I and Fort Bliss III Projects. Following the Closing, the Purchaser shall offer to furnish to Hensel Phelps, as the primary contractor on all such projects, new supply bonds solely for work described on Exhibit E (under the headings Fort Sam Houston Task Order I and Fort Bliss Task Order III) to be performed by the Purchaser following the Closing on such projects, up to the following amounts: (i) \$1,300,000 for the Fort Sam Houston projects and (ii) \$2,700,000 for the Fort Bliss project.

(c) The Purchaser shall use commercially reasonable efforts to be awarded, concurrent with the Closing, the contract for the new phase at Fort Sam Houston, Building III or otherwise known as Sam Houston Task Order II (the "New Fort Sam Houston Project"). The Purchaser shall, in connection with such efforts, offer to furnish to Hensel Phelps, as the primary contractor on such project, following the Closing, a supply bond for up to \$18,100,000 with respect to the New Fort Sam Houston Project. For the avoidance of doubt, the Purchaser shall be entitled to receive all revenues generated with respect to the New Fort Sam Houston Project pursuant to the terms of the contract awarded to the Purchaser.

(d) The Sellers shall use commercially reasonable efforts to cooperate with the Purchaser, so that the results contemplated by Sections 4.15(b) and 4.15(c) may be achieved.

4.16 Transition Services. For a period of up to 60 days after the Closing Date, the Sellers shall use commercially reasonable efforts to maintain and provide the Purchaser access to all systems and services (including utility systems and other systems described in Section 1.2(h)) necessary for the Purchaser to operate the Business as it is currently conducted by the Sellers and to allow an orderly transition of the operation of the Business to the Purchaser, and the Purchaser shall reimburse the Sellers for any out-of-pocket costs associated therewith.

4.17 Covenants Regarding "Trendsetter". The Sellers shall, and shall cause their Affiliates to, use commercially reasonable efforts to cooperate with the Purchaser to allow the Purchaser and its Affiliates to utilize the brand name "Trendsetter" to the full extent permitted by Law. Without limiting the foregoing, (a) as soon as practicable after the Closing, the Sellers shall cause Trendsetter Homes, Inc. to change its corporate name so that it does not include the word "Trendsetter" and (b) the Sellers shall not, and shall cause Fleetwood Homes of Georgia, Inc. not to, object to the Purchaser and its Affiliates seeking to use the dba "Trendsetter" in any location whatsoever and shall, at the request of the Purchaser, use commercially reasonable effort to assist the Purchaser and its Affiliates to obtain and use such dba.

4.18 Delivery of Contract Schedule. By no later than the close of business on May 26, 2009, the Sellers shall deliver to the Purchaser a true and complete list of all Contracts in effect on the date hereof to which a Seller is a party which relate exclusively to the Business, including a brief description of all material terms thereof (the "Seller Contract Schedule"). The Sellers shall disclose on the Seller Contract Schedule if any Contract required to be listed thereon, to the Knowledge of the Sellers, (a) is not valid and binding on the Sellers or the counterparties thereto, or is not in full force and effect, (b) a Seller is in material breach or material default thereof, or (c) there is a valid basis for a claim of material breach or material default thereunder.

5. Conditions Precedent to the Obligation of the Purchaser. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any one or more of which (to the extent permitted by applicable Law) may be waived by the Purchaser:

5.1 Representations and Warranties; Covenants. The representations and warranties of the Sellers contained in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by reference to materiality or Material Adverse Effect, which representations and warranties as so qualified shall be true and correct in all respects, and except where such failure to be true and correct has been or will be cured or remedied pursuant to the Sale Approval Order), both as of the date of this Agreement and as of the Closing (as though made on and as of the Closing Date), other than such representations and warranties that are made as of a specified date, which representations and warranties shall be true and correct as of such date. The covenants and agreements contained in this Agreement to be complied with by the Sellers at or before the Closing shall have been complied with in all material respects. The Purchaser shall have received a certificate of each Seller ("Seller Certificates") to such effect signed by a duly authorized executive officer thereof.

5.2 No Order. No Governmental Body shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, injunction or other order (whether temporary, preliminary or permanent) which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions and which is not satisfied or resolved or preempted by the Sale Approval Order.

5.3 Bankruptcy Filing. The Bankruptcy Case shall not have been dismissed or converted to a proceeding under chapter 7 of the Bankruptcy Code and no trustee or examiner shall have been appointed.

5.4 Sale Approval Order. The Bankruptcy Court shall have entered the Sale Approval Order and such order shall have become a Final Order.

5.5 Award of Contracts. The Purchaser or its Affiliate shall have been awarded, on a final and binding basis, contracts for the Remainder Fort Sam Houston I and Fort Bliss III Projects and the New Fort Sam Houston Project, as described in Sections 4.15(b) and 4.15(c), in each case to be effective upon the Closing.

5.6 Closing Documents. The Sellers shall have delivered to the Purchaser on the Closing Date the documents required to be delivered pursuant to Section 1.7.

5.7 Seller Contract Schedule. The Seller Contract Schedule shall have been delivered in accordance with Section 4.18, and shall not list any Contract for which a termination thereof would, in the exercise of the Purchaser's reasonable judgment, materially and adversely affect the Purchaser's ability to perform its obligations under the contracts for the Remainder Fort Sam Houston I and Fort Bliss III Projects and the New Fort Sam Houston Project.

6. Conditions Precedent to the Obligation of the Sellers to Close. The obligation of the Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any one or more of which (to the extent permitted by applicable Law) may be waived by ParentCo (on behalf of the Sellers):

6.1 Representations and Warranties; Covenants. The representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by reference to materiality or Material Adverse Effect, which representations and warranties as so qualified shall be true and correct in all respects), both as of the date of this Agreement and as of the Closing (as though made on and as of the Closing Date), other than such representations and warranties that are made as of a specified date, which representations and warranties shall be true and correct as of such date. The covenants and agreements contained in this Agreement to be complied with by the Purchaser at or before the Closing shall have been complied with in all material respects. ParentCo shall have received a certificate of the Purchaser ("Purchaser Certificate") to such effect signed by a duly authorized executive officer thereof.

6.2 No Order. No Governmental Body shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, injunction or other order (whether temporary, preliminary or permanent) which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions and which is not satisfied or resolved or preempted by the Sale Approval Order.

6.3 Sale Approval Order. The Bankruptcy Court shall have entered the Sale Approval Order.

6.4 Assurance of Reduction of Bond Obligations. The Sellers shall have obtained the assurance(s) described in Section 4.15(a).

6.5 Closing Documents. The Purchaser shall have delivered to ParentCo on the Closing Date the documents and payments required to be delivered by it pursuant to Section 1.8.

7. Termination of Agreement.

7.1 Termination Prior to Closing. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated, and the transactions contemplated by this Agreement abandoned, at any time prior to the Closing, upon notice by the terminating party to the other party:

(a) by the mutual written consent of ParentCo (on behalf of the Sellers) and the Purchaser;

(b) by either ParentCo (on behalf of the Sellers) or the Purchaser if the Closing shall not have occurred prior to the date that is 20 days after the date hereof (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 7.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur prior to such date;

(c) (i) by ParentCo (on behalf of the Sellers), if the Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6, (B) cannot be or has not been cured within five (5) Business Days following delivery of written notice of such breach or failure to perform, and (C) has not been waived by ParentCo (on behalf of the Sellers); or (ii) by the Purchaser, if any Seller breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (X) would give rise to the failure of a condition set forth in Section 5, (Y) cannot be or has not been cured within five (5) Business Days following delivery of written notice of such breach or failure to perform, and (Z) has not been waived by the Purchaser;

(d) (i) by ParentCo (on behalf of the Sellers), if any of the conditions set forth in Section 6 shall have become incapable of fulfillment prior to the Termination Date, or (ii) by

the Purchaser, if any of the conditions set forth in Section 5 shall have become incapable of fulfillment prior to the Termination Date; provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(d) shall not be available if the failure of the party so requesting termination to fulfill any obligation under this Agreement shall have been the cause of the failure of such condition to be satisfied on or prior to the Termination Date.

(e) by the Purchaser (provided that the Purchaser is not then in material breach of any provision of this Agreement), if the Bankruptcy Case is dismissed or converted to one or more proceedings under chapter 7 of the Bankruptcy Code, a trustee or examiner is appointed for the Sellers, or the automatic stay under section 362 of the Bankruptcy Code is lifted as to any material Transferred Asset.

7.2 Survival After Termination. If this Agreement is terminated pursuant to Section 7.1 and the transactions contemplated hereby are not consummated (including as a result of the Bankruptcy Court failing to approve this Agreement as contemplated hereby), this Agreement shall become null and void and have no further force or effect, except that any such termination shall be without prejudice to the rights of any party on account of the non-satisfaction of the conditions set forth in Sections 5 and 6 resulting from fraud or willful misconduct of another party under this Agreement. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 4.2 (Confidentiality), 4.3 (Expenses), this Section 7.2 and Section 8 (Miscellaneous) shall survive any termination of this Agreement. For the avoidance of doubt, the sole and exclusive remedy available to a party for another party's breach of any of its representations and warranties contained in this Agreement shall be the termination of this Agreement pursuant to Section 7.1.

8. Miscellaneous.

8.1 Certain Definitions.

(a) As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement substantially in the form of Exhibit B hereto to be executed by the Purchaser and one of more of the Sellers as of the Closing Date.

"Assignments of Intangible Property" means the Assignments of Intangible Property substantially in the form of Exhibit C hereto to be executed by one or more of the Sellers as of the Closing Date.

"Bill of Sale" means Bills of Sale substantially in the form of Exhibit A hereto to be executed by one or more of the Sellers as of the Closing Date.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks located in California are authorized or obligated to close.

"Claim" means a suit, claim, action, proceeding, inquiry, investigation, litigation, demand, charge, complaint, grievance, arbitration, indictment, information, or grand jury subpoena.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" means all information regarding a party's business or affairs, including business concepts, processes, methods, trade secrets, systems, know-how, devices, formulas, product specifications, marketing methods, prices, customer lists, supplier lists, methods of operation or other information, whether in oral, written or electronic form, that is either: (i) designated as confidential; (ii) is of a nature such that a reasonable person would know that it is confidential; or (iii) is disclosed under circumstances such that a reasonable person would know it is confidential. Notwithstanding the foregoing, the following information shall not be considered Confidential Information: (A) information that is or becomes publicly available through no fault of the party obligated to keep it confidential (or such party's Affiliates or Representatives); (B) information with regard to the other party that was rightfully known by a party prior to commencement of discussions regarding the subject matter of this Agreement, as evidenced by documentation; (C) information that was independently developed by a party without use of the Confidential Information, as evidenced by documentation; and (D) information rightfully disclosed to a party by a third party without continuing restrictions on its use or disclosure.

"Contract" means any written or oral agreement, arrangement, understanding, purchase order, lease or instrument or other contractual or similar arrangement or commitment.

"Encumbrances" means all Liens, claims, conditional sales agreements, rights of first refusal or options.

"Environmental Laws" means any Laws of any Governmental Body in effect as of the date hereof relating to pollution or protection of the environment.

"Environmental Permits" means all Permits under any Environmental Law.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction as to which: (i) no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed; (ii) the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) if an appeal has been timely filed no stay pending an appeal is in effect and the time for requesting a stay pending appeal shall have expired; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024 shall not cause

an order not to be deemed a "Final Order" unless such motion shall be filed within ten (10) days of the entry of the order at issue.

"GAAP" means United States generally accepted accounting principles as in effect as of the date hereof.

"Governmental Body" means a domestic or foreign national, federal, state, provincial, or local governmental, regulatory or administrative authority, department, agency, commission, court, tribunal, arbitral body or self-regulated entity.

"Intellectual Property" means (i) trade names, trademarks and service marks, domain names, trade dress and similar rights, and applications to register any of the foregoing; (ii) patents and patent applications; (iii) copyrights (whether registered or unregistered) and applications for registration; and (iv) confidential and proprietary information, including trade secrets and know-how.

"IRS" means the United States Internal Revenue Service.

"Knowledge of the Sellers" means the actual knowledge of Charley Lott, Andrew Griffiths, Leonard McGill, Doug Henriquez, Steve Smith and Kent Johnson, without any duty of investigation.

"Law" means any federal, state or local statute, law, rule, regulation, order, writ, ordinance, judgment, governmental directive, injunction, decree or other requirement of any Governmental Body.

"Liabilities" means any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, cost or expense (including costs of investigation, collection and defense), claim, deficiency, guaranty or endorsement of or by any Person (other than endorsements of notes, bills, checks and drafts presented for collection or deposit in the ordinary course of business) of any type, whether accrued, absolute or contingent, liquidated or unliquidated, choate or inchoate, matured or unmatured, or otherwise. Without limiting the foregoing, the term "Liabilities" includes and refers to all liabilities and obligations for or with respect to Taxes, including liabilities for Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of any applicable Law), as a transferee or successor, by contract, or otherwise.

"Lien" means any security interest, mortgage, lease, pledge, lien, encumbrance, option, charge or claim (as defined in section 101(5) of the Bankruptcy Code).

"Material Adverse Effect" means a material adverse effect on the business, financial condition or results of operations of the Business, taken as a whole, except any such effect resulting from (i) general changes or developments in the industry in which the Business operates, to the extent the Business is not disproportionately affected thereby, (ii) changes in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in general economic, business, regulatory, political or market conditions or in national or global financial markets, to the extent the

Business is not disproportionately affected thereby, (iii) any actions required under this Agreement to obtain any approval or authorization of the Bankruptcy Court or under any applicable Law, (iv) changes in any applicable Law or applicable accounting regulations or principles or interpretations thereof, (v) the announcement or pendency of this Agreement and the transactions contemplated hereby, including the initiation of litigation by any Person with respect to this Agreement, and including any termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any customers, suppliers, distributors, partners or employees of the Business due to the announcement and performance of this Agreement or the identity of the parties to this Agreement, or the performance of this Agreement and the transactions contemplated hereby, including compliance with the covenants set forth herein, (vi) any action taken by the Sellers which is required or permitted by or resulting from or arising in connection with this Agreement, (vii) any actions taken (or omitted to be taken) at the request of the Purchaser, or (viii) the Bankruptcy Case.

"Permitted Encumbrance" means: (i) Liens for Taxes and assessments not yet payable; (ii) inchoate mechanics' Liens for work in progress; (iii) materialmen's, mechanics', carriers', workmen's and repairmen's Liens arising in the ordinary course and not past due and payable or the payment of which is being contested in good faith by appropriate proceedings; (iv) Liens that will be released at or prior to the Closing; (v) (A) easements, rights-of-way, servitudes, permits, licenses, surface leases, ground leases to utilities, municipal agreements, railway siding agreements and other rights, all as reflected in the official records of the jurisdictions where any real property is located, (B) conditions, covenants or other restrictions reflected in the official records of the jurisdictions where any real property is located, and (C) easements for streets, alleys, highways, telephone lines, gas pipelines, power lines, railways and other easements and rights-of-way on, over or in respect of any real property, all as reflected in the official records of the jurisdictions where any real property is located, and (vi) Liens related to purchase money security interests entered into in the ordinary course of business; in each case with respect to clauses (i) through (vi) above, individually or in the aggregate, that do not or would not reasonably be expected to adversely affect the current use or value of the property subject thereto or the operations of the Business as it is currently conducted by the Sellers in any material respect.

"Person" means any individual, corporation, partnership, limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Representative" means, with respect to a particular Person, any director, officer, manager, partner, member, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Tax" or "Taxes" means all taxes, charges, fees, imposts, levies or other assessments, including all net income, franchise, profits, gross receipts, capital, sales, use, ad valorem, value added, transfer, transfer gains, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance,

stamp, occupation, real or personal property, and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, together with any interest and any penalties, fines, additions to tax or additional amounts thereon, imposed by any taxing authority (federal, state, local or foreign) and shall include any transferee liability in respect of Taxes.

"Tax Returns" means all returns, declarations, reports, forms, estimates, information returns and statements required to be filed in respect of any Taxes or to be supplied to a taxing authority in connection with any Taxes.

(b) The following capitalized terms are defined in the following Sections of this Agreement:

<u>Definition</u>	<u>Location</u>
Agreement.....	Preamble
Allocation.....	1.9
Assumed Contracts	1.1(a)
Assumed Liabilities	1.3
Assumption Order.....	1.10
Bankruptcy Case	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court.....	Recitals
Books and Records	1.1(h)
Business	Recitals
Closing.....	1.6
Closing Date.....	1.6
Deeds.....	1.7(f)
Disclosure Schedules	2
Equipment.....	1.1(d)
Excluded Assets	1.2
Excluded Liabilities	1.4
Fleetwood Texas	Preamble
Identified Employees	4.14(a)
Inventory	1.1(f)
Leased Real Property	2.7(b)
Material Contracts.....	2.6
New Fort Sam Houston Project	4.16
Owned Real Property	2.7(a)
ParentCo.....	Preamble
Permits	2.5
Petition Date.....	Recitals
Purchase Price.....	1.5
Purchaser.....	Preamble
Purchaser Ancillary Agreements	1.8(d)
Purchaser Certificate	6.1
Sale Approval Order	4.8(a)

<u>Definition</u>	<u>Location</u>
Seller Ancillary Agreements.....	1.7(g)
Seller Certificates.....	5.1
Sellers.....	Preamble
Tangible Personal Property.....	1.1(e)
Termination Date	7.1(b)
Transfer Taxes	4.10(a)
Transferred Assets	1.1
Transferred IP	1.1(c)
Transferred Permits.....	1.1(g)
Transferred Real Property	1.1(b)

8.2 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) The parties hereto irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating hereto except in the Bankruptcy Court).

(b) Any and all service of process and any other notice in any such Claim shall be effective against any party if given personally or by registered or certified mail, return receipt requested, or by any other means of mail that requires a signed receipt, postage prepaid, mailed to such party as herein provided. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

(c) Each of the parties hereto hereby irrevocably waives all right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement and the transactions contemplated hereby.

8.3 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) on the day of delivery if delivered in person, (b) on the day of delivery if delivered by facsimile upon confirmation of receipt (provided that if delivery is completed after the close of business, then the next Business Day), (c) on the first (1st) Business Day following the date of dispatch if delivered using a next-day service by a nationally recognized express courier service, or (d) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated by notice given in accordance with this Section 8.3 by the party to receive such notice:

(a) if to the Purchaser, to:

CMH Manufacturing, Inc.
5000 Clayton Road
Maryville, TN 37804
Attention: Rick Boyd
Facsimile: (865) 380-3782

with a copy to:

Munger, Tolles & Olson LLP
355 S. Grand Avenue
Los Angeles, CA 90071
Attention: Mary Ann Todd
Todd Rosen
Facsimile: (213) 687-3702

(b) if to any of the Sellers, to:

Fleetwood Enterprises, Inc.
3125 Myers Street
Riverside, CA 92503
Attention: General Counsel
Facsimile: (951) 977-2097

with a copy to:

Gibson, Dunn & Crutcher LLP
3161 Michelson Drive
Irvine, California 92612
Attention: Craig H. Millet
Theodore S. Kim
Facsimile: (949) 475-4651

8.4 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and any other ancillary agreements executed in connection with the consummation of the transactions contemplated hereby, contain the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, with respect thereto.

8.5 Non-survival of Representations, Warranties and Covenants. The respective representations, warranties and covenants of the Sellers and the Purchaser contained in this Agreement and any certificate delivered pursuant hereto shall terminate at, and not survive, the Closing; provided that this Section shall not limit any covenant or agreement of the parties that by its terms requires performance after the Closing.

8.6 Amendments. This Agreement may be amended, superseded, canceled, renewed or extended only by a written instrument signed by the Purchaser and ParentCo (on behalf of the Sellers).

8.7 Waiver. Each party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto, (c) waive compliance with any of the agreements of the other party contained herein, or (d) waive satisfaction of any condition to its obligations hereunder. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. All remedies, rights, undertakings, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

8.8 Governing Law. This Agreement and all Claims with respect thereto shall be governed by and construed in accordance with the federal bankruptcy law, to the extent applicable, and, where state law is implicated, the laws of the State of California without regard to any conflict of laws rules thereof that might indicate the application of the laws of any other jurisdiction.

8.9 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement is not assignable by any party without the prior written consent of the other party.

8.10 Interpretation; Headings. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Unless otherwise expressly provided, the words "include," "includes" and "including" do not limit the preceding words or terms and shall be deemed to be followed by the words "without limitation." All references herein to Sections shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. The Section headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. The parties acknowledge and agree that (a) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties, regardless of which party was generally responsible for the preparation of this Agreement.

8.11 Severability of Provisions. If any provision or any portion of any provision of this Agreement shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement shall not be affected thereby. If the application of any provision or any portion of any provision of this Agreement to any Person or circumstance shall be held invalid or unenforceable, the application of such provision or portion

of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

8.12 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all, of the parties hereto.

8.13 No Third Party Beneficiaries. No provision of this Agreement, express or implied, is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the parties hereto.

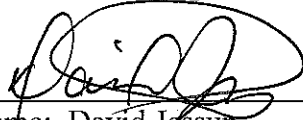
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER:

CMH Manufacturing, Inc.

By: 
Name: David Jessup
Title: President

PARENTCO:

Fleetwood Enterprises, Inc.

By: _____
Name:
Title:

FLEETWOOD TEXAS:

Fleetwood Homes of Texas, L.P.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER:

CMH Manufacturing, Inc.

By: _____
Name:
Title:

PARENTCO:

Fleetwood Enterprises, Inc.

By: C. J. McGill
Name: Leonard S. McGill
Title: SUP - Corporate Development,
General Counsel & Secy.

FLEETWOOD TEXAS:

Fleetwood Homes of Texas, L.P.

By: C. J. McGill
Name: Leonard S. McGill
Title: SUP, General Counsel & Secy
Fleetwood General Partner of Texas,
Inc.,
its General Partner

SIGNATURE PAGE
TO
ASSET PURCHASE AGREEMENT

Schedule 1.1(b)

Transferred Real Property

Plant 86-1

(a) Street address: 520 Sparta Road, Belton, TX 76513.

(b) Legal description: ALL that certain tract or parcel of land being Lot Two (2), in Block One (1), of Fleetwood Homes Addition, in City of Belton, Bell County, Texas, according to the plat of record in Cabinet D, Slide 253D, Plat Records of Bell County, Texas.

Plant 86-2

(a) Street address: 1313 Industrial Road, Belton TX 76513.

(b) Legal description: ALL that certain tract or parcel of land being Lot Three (3), Block One (1) of Fleetwood Homes Addition, an addition to the City of Belton, Bell County, Texas, according to the map or plat of record in Cabinet D, Slide 253-P, Plat Records of Bell County, Texas.

Schedule 1.1(c)

Transferred IP

- 1) Trendsetter Homes Trademark Registration Filed on 12/14/2006 (serial number 22/064340) and a Registration Date of 5/27/2008 with a Registration Number 3,436,990.
- 2) Trend-setterhomes.com domain name with expiration date 12/13/2010.
- 3) Trendsetterhomebuilder.com domain name with expiration date 12/13/2010.
- 4) Trendsettermodularhomes.com domain name with expiration date 12/13/2010.

Schedule 1.1(g)

Transferred Permits

- 1) Texas Multi Sector General Storm Water Permit (TXR05V152).
- 2) Hazardous/universal/maintenance waste management (EPA ID#CESQG).

Schedule 1.1(l)

Other Transferred Assets

None.

Schedule 1.2(c)

Other Excluded Assets

None.

Schedule 1.3(b)

Assumed Warranty Liabilities

All warranty liabilities of Fleetwood Texas arising out of the following projects of the Business:

- 1) Fort Bliss Task Order I;
- 2) Fort Bliss Task Order II;
- 3) Fort Bliss Task Order III; and
- 4) Fort Sam Houston Task Order I.

DISCLOSURE SCHEDULES

The Seller's Disclosure Schedules (the "Disclosure Schedules") have been created pursuant to the Asset Purchase Agreement (the "Agreement"), dated as of May 22, 2009, by and between CHM Manufacturing, Inc. (the "Purchaser"), and Fleetwood Enterprises, Inc. ("ParentCo"), and Fleetwood Homes of Texas, L.P. ("Fleetwood Texas" and together with ParentCo, the "Sellers"). Terms used but not otherwise defined herein have the respective meanings ascribed to them in the Agreement.

The Disclosure Schedules have been arranged to cross-reference the numbered Sections of the Agreement to which exceptions or disclosures apply; provided that any exception or disclosure included in the Disclosures Schedules shall also be deemed to qualify all other representations and warranties in Section 2 of the Agreement to which the applicability of such exception or disclosure is reasonably apparent on its face. The specification of any dollar amounts in the Disclosure Schedules is not intended to imply that such amounts, or higher or lower amounts, or such items so included, or other items, are or are not material, or do or do not violate or breach any applicable Law or Contract, and no Person shall use the fact of the setting of any such amounts or the inclusion of any such items in any dispute or controversy as to whether any Liability, item or matter not described herein is or is not material, or does or does not violate or breach any applicable Law or Contract. In no event shall the inclusion of any item or other matter in the Disclosure Schedules be deemed or interpreted to broaden or otherwise amplify the Sellers' representations and warranties or covenants or agreements contained in the Agreement.

Schedule 2.5

Permits

- 1) Texas Multi Sector General Storm Water Permit (TXR05V152).
- 2) Hazardous/universal/maintenance waste management (EPA ID#CESQG).

Schedule 2.7(a)

Owned Real Property

Plant 86-1

(a) Street address: 520 Sparta Road, Belton, TX 76513.

(b) Legal description: ALL that certain tract or parcel of land being Lot Two (2), in Block One (1), of Fleetwood Homes Addition, in City of Belton, Bell County, Texas, according to the plat of record in Cabinet D, Slide 253D, Plat Records of Bell County, Texas.

Plant 86-2

(a) Street address: 1313 Industrial Road, Belton TX 76513.

(b) Legal description: ALL that certain tract or parcel of land being Lot Three (3), Block One (1) of Fleetwood Homes Addition, an addition to the City of Belton, Bell County, Texas, according to the map or plat of record in Cabinet D, Slide 253-P, Plat Records of Bell County, Texas.

Schedule 2.7(b)

Leased Real Property

None.

Schedule 2.8(a)

Environmental Matters

1) Matters disclosed on the Phase I environmental report completed on Plant #86-1 in 2008, including the following two “Recommendations”: (i) a Phase II for this site was recommended to address questions raised by the paint spill/stain area located near the paint building and (ii) it was recommended that AST registration (for the diesel tank) be verified or properly done.

2) Matters disclosed on the Phase I environmental investigation completed on Plant 86-2 in 2008, including the following “Recognized Environmental Condition”: a Phase II for this site was recommended because the facility adjacent and to the north is upgradient from the subject site and the paint stain on the north adjoining building is close to the northern border of the subject site.

Schedule 2.8(b)

Environmental Matters

1) Matters disclosed on the Phase I environmental report completed on Plant #86-1 in 2008, including the following two “Recommendations”: (i) a Phase II for this site was recommended to address questions raised by the paint spill/stain area located near the paint building and (ii) it was recommended that AST registration (for the diesel tank) be verified or properly done.

2) Matters disclosed on the Phase I environmental investigation completed on Plant 86-2 in 2008, including the following “Recognized Environmental Condition”: a Phase II for this site was recommended because the facility adjacent and to the north is upgradient from the subject site and the paint stain on the north adjoining building is close to the northern border of the subject site.

Schedule 2.8(d)

Environmental Matters

1) Matters disclosed on the Phase I environmental report completed on Plant #86-1 in 2008, including the following two “Recommendations”: (i) a Phase II for this site was recommended to address questions raised by the paint spill/stain area located near the paint building and (ii) it was recommended that AST registration (for the diesel tank) be verified or properly done.

2) Matters disclosed on the Phase I environmental investigation completed on Plant 86-2 in 2008, including the following “Recognized Environmental Condition”: a Phase II for this site was recommended because the facility adjacent and to the north is upgradient from the subject site and the paint stain on the north adjoining building is close to the northern border of the subject site.

Schedule 2.9

Intellectual Property

- 1) Trendsetter Homes Trademark Registration Filed on 12/14/2006 (serial number 22/064340) and a Registration Date of 5/27/2008 with a Registration Number 3,436,990.
- 2) Trend-setterhomes.com domain name with expiration date 12/13/2010.
- 3) Trendsetterhomebuilder.com domain name with expiration date 12/13/2010.
- 4) Trendsettermodularhomes.com domain name with expiration date 12/13/2010.

Schedule 2.10

Litigation

- 1) Morgan Buildings & Spas v. Fleetwood Homes of Georgia, Inc. and Fleetwood Homes of Texas, L.P..
- 2) American Classic Development (Lemoine) v. Fleetwood Homes of Georgia, Inc..
- 3) Drew Developers v. Fleetwood Homes of Georgia, Inc..

Schedule 2.12

Inventory

Approximately \$59,000 of the Inventory is obsolete and/or damaged.

Exhibit A

Form of Bill of Sale

[See attached.]

BILL OF SALE

May ____, 2009

1. Sale and Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 1.8 of that certain Asset Purchase Agreement dated as of May 22, 2009 (the "Asset Purchase Agreement"), to which CMH Manufacturing, Inc., a Tennessee corporation ("Buyer"), Fleetwood Enterprises, Inc., a Delaware corporation ("ParentCo"), and Fleetwood Homes of Texas, L.P., a Texas limited partnership ("Fleetwood Texas" and together with ParentCo, the "Sellers"), are all parties, Sellers hereby sell, transfer, assign, convey, grant and deliver to Buyer, effective as of 12:01 a.m. (local time where the Closing occurs) on the Closing Date (the "Effective Time"), all of Sellers' right, title and interest in and to all of the Transferred Assets that constitute tangible personal property (the "Tangible Transferred Assets"), which, for the avoidance of doubt, excludes the Excluded Assets. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. Further Actions. Sellers covenant and agree to warrant the sale, transfer, assignment, conveyance, grant and delivery of the Tangible Transferred Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Tangible Transferred Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Tangible Transferred Assets.

3. Power of Attorney. Without limiting Section 2 hereof, Sellers hereby constitute and appoint Buyer the true and lawful agent and attorney-in-fact of Sellers, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Sellers but on behalf and for the benefit of Buyer and its successors and assigns, from time to time:

- (a) to demand, receive and collect any and all of the Tangible Transferred Assets and to give receipts and releases for and with respect to the same, or any part thereof;
- (b) to institute and prosecute, in the name of Sellers or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Tangible Transferred Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and
- (c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Tangible Transferred Assets and to use Sellers' name in such manner as Buyer may reasonably deem necessary for the collection and recovery of same.

Sellers hereby declare that the foregoing powers are coupled with an interest and are and shall be irrevocable by Sellers.

4. Terms of the Asset Purchase Agreement. Sellers acknowledge and agree that the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale as of the date first written above.

FLEETWOOD HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: _____
Name:
Title:

FLEETWOOD ENTERPRISES, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit B

Form of Assignment and Assumption Agreement

[See attached.]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of May __, 2009 (this "Agreement"), is entered into by and among CMH Manufacturing, Inc., a Tennessee corporation ("Buyer"), Fleetwood Enterprises, Inc., a Delaware corporation ("ParentCo"), and Fleetwood Homes of Texas, L.P., a Texas limited partnership ("Fleetwood Texas" and together with ParentCo, "Sellers").

WHEREAS, Buyer and Sellers are parties to that certain Asset Purchase Agreement dated as of May 22, 2009 (the "Asset Purchase Agreement"), which provides, as a closing condition, that Sellers and Buyer execute and deliver this Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers desire to transfer to Buyer all of the right, title and interest of Sellers in the Assumed Contracts, subject to the payment by Buyer of the Purchase Price, the assumption by Buyer of the Assumed Liabilities and all of the other terms and conditions set forth in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Assignment. Sellers hereby sell, assign, convey, transfer and deliver unto Buyer all of the right, title and interest of Sellers in and to all of the Assumed Contracts. Sellers shall execute and deliver all such further instruments and further assurances, and shall take all such further acts as may be reasonably requested by Buyer in order to transfer the Assumed Contracts.

2. Assumption. Buyer hereby assumes and agrees to pay, perform, satisfy and discharge when due all Assumed Liabilities. Buyer shall not assume the Excluded Liabilities, which shall remain the sole obligation of Sellers and their respective successors and assigns. Buyer shall execute and deliver all such further instruments and further assurances, and shall take all such further acts as may be reasonably requested by Sellers in order to assume the Assumed Liabilities.

3. Defined Terms; Conflicts. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. The agreements, covenants and terms contained herein are subject to the terms and provisions of, and the rights and obligations of the parties under, the Asset Purchase Agreement. In the event of a conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts-of-law principles that would require the application of any other law.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer and Sellers have each executed this Assignment and Assumption Agreement as of the date first written above.

BUYER:

CMH MANUFACTURING, INC.,
a Tennessee corporation

By: _____
Name:
Title:

SELLERS:

FLEETWOOD HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: _____
Name:
Title:

FLEETWOOD ENTERPRISES, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit C

Form of Assignment of Intangible Property

[See attached.]

ASSIGNMENT OF INTANGIBLE PROPERTY

May ___, 2009

For good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, Fleetwood Enterprises, Inc., a Delaware corporation ("ParentCo"), and Fleetwood Homes of Texas, L.P., a Texas limited partnership ("Fleetwood Texas" and together with ParentCo, "Sellers"), do hereby grant, sell, convey, assign, transfer and deliver to CMH Manufacturing, Inc., a Tennessee corporation ("Buyer"), in accordance with that certain Asset Purchase Agreement dated as of May 22, 2009, by and among Sellers and Buyer (the "Asset Purchase Agreement"), all of Sellers' right, title and interest in and to all of the Transferred IP, which, for the avoidance of doubt, excludes the Excluded Assets but includes, without limitation, the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement, passing off or dilution of, or damage or injury to the Transferred IP, in each case free and clear of any Liens, claims or other Encumbrances of any nature whatsoever, with the exception of Permitted Encumbrances.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Sellers have duly executed and delivered this Assignment of Intangible Property as of the date first written above.

FLEETWOOD HOMES OF TEXAS ,L.P.,
a Texas limited partnership

By: _____
Name:
Title:

FLEETWOOD ENTERPRISES, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit D

Form of Sale Approval Order

[See attached.]

1 CRAIG H. MILLET, SBN 106027, CMillet@gibsondunn.com
2 SOLMAZ KRAUS, SBN 223117, SKraus@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
4 3161 Michelson Drive
Irvine, California 92612-4412
Telephone: (949) 451-3800
Facsimile: (949) 451-4220

5 Attorneys for Debtors and Debtors in Possession

6
7 UNITED STATES BANKRUPTCY COURT
8 FOR THE CENTRAL DISTRICT OF CALIFORNIA
9 RIVERSIDE DIVISION
10

11 In re
12 FLEETWOOD ENTERPRISES, INC., et al.,
13 Debtors.
14

CASE NO. 09-14254-MJ

Chapter 11

[Jointly Administered]

15 **ORDER (I) AUTHORIZING AND**
16 **APPROVING THE SALE OF MILITARY**
17 **HOUSING ASSETS FREE AND CLEAR OF**
LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES; AND (II) GRANTING
RELATED RELIEF

18 **Hearing:**

19 Date: May 27, 2009

Time: 1:30 p.m.

20 Place: Courtroom 302
3420 Twelfth Street
Riverside, CA 92501

21 Judge: Honorable Meredith A. Jury

22 Upon consideration of the motion (the "Motion") of Fleetwood Enterprises, Inc. and its
23 affiliated debtors and debtors in possession (collectively, the "Debtors"), pursuant to sections 105 and
24 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") and Rule
25 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for an order
26 authorizing the Debtors to sell certain assets related to their Military Housing Business (the "Military
27 Housing Assets") to CMH Manufacturing, Inc. (the "Purchaser") free and clear of liens, claims,
28 interests and encumbrances pursuant to the terms of the asset purchase agreement attached Exhibit A

1 to this Order (the "Purchase Agreement"); and upon consideration of the Exhibits to the Motion, and
2 the authorities set forth and arguments made in the Motion; and the Court having jurisdiction to
3 consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334;
4 and consideration of the Motion and the relief requested therein being a core proceeding pursuant to
5 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and
6 1409; and the Court having determined that the relief sought in the Motion is in the best interests of
7 the Debtors, their creditors and all parties in interest; and the Court having determined that the legal
8 and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon
9 the record of the hearing held regarding the sale (the "Sale Hearing"); and after due deliberation and
10 sufficient cause appearing therefor,

11 **IT IS HEREBY FOUND AND DETERMINED THAT:**

12 A. The findings and conclusions set forth herein constitute the Court's findings of fact
13 and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding
14 pursuant to Bankruptcy Rule 9014.

15 B. To the extent any of the following findings of fact constitute conclusions of law, they
16 are adopted as such. To the extent any of the following conclusions of law constitute findings of fact,
17 they are adopted as such. All capitalized terms used but not defined herein shall have the meanings
18 ascribed to such terms in the Motion.

19 C. Proper, timely, adequate and sufficient notice of the Motion and the Sale Hearing has
20 been provided to all parties entitled thereto in accordance with section 363 of the Bankruptcy Code,
21 Bankruptcy Rules 2002, 6004, 9006, 9007, and 9014, the local rules of this Court, and the procedural
22 due process requirements of the United States Constitution. No other or further notice of the Motion
23 or the Sale Hearing is or was necessary.

24 D. A reasonable opportunity to object or be heard regarding the requested relief has been
25 afforded to all interested persons and entities, including, without limitation, (i) all entities who may
26 claim any interest in or lien upon the Military Housing Assets; (ii) all parties who filed requests for
27 notice or were entitled to notice under Bankruptcy Rule 2002; (iii) the Office of the United States
28 Trustee; and (iv) the Official Committee of Creditors Holding Unsecured Claims.

1 E. The Motion was duly and properly served on all required persons and entities.

2 F. Pursuant to the terms of the Interim DIP Order and the Debtors' authorization to use
3 cash collateral, the Debtors are permitted to sell the Military Housing Assets free and clear of liens
4 held by Bank of America, N.A. ("BofA"), and BofA has therefore consented to the sale of the
5 Military Housing Assets pursuant to section 363(f)(2).

6 G. BofA has been served with a copy of the Motion, has lodged no objection thereto, and
7 is therefore deemed to consent to the relief sought therein.

8 H. The Debtors have demonstrated a sufficient basis for authorizing the Debtors to sell
9 the Military Housing Assets under section 363 of the Bankruptcy Code, and the sale of the Military
10 Housing Assets to Purchaser is an appropriate exercise of the Debtors' business judgment and is in
11 the best interests of the Debtors and their estates.

12 I. The Debtors have advanced sound business reasons justifying their entering into the
13 Purchase Agreement and selling the Military Housing Assets. It is a reasonable exercise of the
14 Debtors' business judgment to sell the Military Housing Assets and to execute and deliver the
15 Purchase Agreement and all related documents to Purchaser.

16 J. As described in the Motion, the Debtors have conducted a marketing process of the
17 Military Housing Assets and through such marketing process, the Debtors have afforded interested
18 potential purchasers a full, fair and reasonable opportunity to make a higher or otherwise better offer
19 to purchase the Military Housing Assets. No other bids have been submitted.

20 K. The offer of Purchaser to purchase the Military Housing Assets is the best offer
21 received by the Debtors, and the aggregate purchase price stated on the record of the Sale Hearing
22 and reflected in the Purchase Agreement is fair and constitutes full and adequate consideration and
23 reasonably equivalent value for the Military Housing Assets under the Bankruptcy Code and Uniform
24 Fraudulent Conveyance Act, as well as fair value for the Military Housing Assets under the Uniform
25 Fraudulent Transfer Act. The terms and conditions of the Purchase Agreement are fair and
26 reasonable, and the transactions contemplated by the Purchase Agreement are in the best interest of
27 the Debtors' estates.

1 L. Purchaser is not an insider of the Debtors, as the term "insider" is defined in section
2 101(31) of the Bankruptcy Code. Purchaser is a purchaser in good faith, as that term is used in the
3 Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) of
4 the Bankruptcy Code with respect to its purchase of the Military Housing Assets.

5 M. The Purchase Agreement was negotiated and entered into in good faith, based upon
6 arm's length bargaining and without collusion. Neither the Debtors nor Purchaser have engaged in
7 any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause
8 the application of section 363(n) of the Bankruptcy Code.

9 N. Purchaser would not have entered into the Purchase Agreement if the sale of the
10 Military Housing Assets to Purchaser thereunder was not free and clear of all liens, claims, interests
11 and encumbrances. A sale of the Military Housing Assets other than one free and clear of all liens,
12 claims, interests and encumbrances would adversely impact the Debtors' estates, and would yield
13 substantially less value of the Debtors' estates, with less certainty for the sale. Therefore, the sale
14 contemplated by the Purchase Agreement is in the best interests of the Debtors, their estates and
15 creditors, and all other parties in interest.

16 O. The Debtors may sell the Military Housing Assets free and clear of all liens, claims,
17 interests and encumbrances because, with respect to each creditor asserting a lien, claim or interest,
18 one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been
19 satisfied. Those holders of liens, claims or interests who did not object or who withdrew their
20 objections to the Motion are deemed to have consented to the Motion pursuant to section 363(f)(2) of
21 the Bankruptcy Code. Those holders of liens, claims or interests who did object fall within one or
22 more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected
23 by having their liens, claims or interests attach to the cash proceeds of the sale ultimately attributable
24 to the property against or in which they assert a lien, claim or interest with the same rights and
25 priorities that they held against the Military Housing Assets.

26 P. The Debtors have full power and authority to execute the Purchase Agreement and all
27 other documents contemplated thereby, and no further authority is necessary to complete the sale of
28

1 the Military Housing Assets and to consummate the transactions contemplated by the Purchase
2 Agreement.

3 Q. The transfer of the Military Housing Assets from the Debtors to Purchaser is a legal,
4 valid and effective transfer of the Military Housing Assets notwithstanding any requirement for
5 approval or consent by any person. Accordingly, the transfer of the Military Housing Assets will vest
6 Purchaser with all right, title and interest of the Debtors to the Military Housing Assets free and clear
7 of all liens, claims, interests and encumbrances, including but not limited to all claims arising under
8 doctrines of successor liability.

9 R. Time is of the essence in consummating the sale of the Military Housing Assets to
10 Purchaser. Therefore, to maximize the value of the Debtors' assets, it is essential that the sale of the
11 Military Housing Assets occur within the time constraints set forth in the Purchase Agreement.
12 Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004 and 6006 to
13 allow immediate enforcement of this Order upon entry.

14 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**
15 **THAT:**

16 1. Subject to the terms of this Order, the relief requested in the Motion is granted in its
17 entirety.

18 2. The Purchase Agreement, in the form attached as Exhibit A to this Order, and the
19 transactions contemplated thereby, are approved, and the Debtors are authorized, empowered and
20 directed to enter into, and to perform their obligations under, the Purchase Agreement and to execute
21 and perform such other agreements or documents, including any ancillary agreements, and take such
22 other actions as are necessary, desirable or reasonably requested by Purchaser to effectuate the terms
23 of the Purchase Agreement. For the avoidance of doubt, the parties shall have no obligation to
24 proceed with the Closing of the sale until all conditions precedent to their obligations to do so that are
25 set forth in Sections 5 and 6 of the Purchase Agreement have been met, satisfied or waived.

26 3. All objections, responses, and requests for continuance concerning the Motion are
27 resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing.
28

1 To the extent any such objection, response or request for continuance was not otherwise withdrawn,
2 waived, or settled, it, and all reservations and rights contained therein, is overruled and denied.

3 4. The Debtors shall be, and hereby are, authorized, empowered and directed pursuant to
4 section 363(b) of the Bankruptcy Code, to sell the Military Housing Assets to Purchaser upon
5 completion of all other deliveries and satisfaction of all conditions provided for under the Purchase
6 Agreement. Pursuant to section 363(f) of the Bankruptcy Code, the sale of the Military Housing
7 Assets shall be free and clear of any and all liens, claims, interests and encumbrances, whether
8 secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or
9 unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured
10 or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent
11 to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise.

12 5. On the Closing Date (as such term is defined in the Purchase Agreement), each of the
13 Debtor's creditors is authorized and directed to execute such documents and take all other actions as
14 may be necessary to release any encumbrances of any kind against the Military Housing Assets, as
15 such encumbrances may have been recorded or may otherwise exist. If any person or entity that has
16 filed financing statements or other documents or agreements evidencing encumbrances on the
17 Military Housing Assets shall not have delivered to the Debtors prior to the Closing Date, in proper
18 form for filing and executed by the appropriate parties, termination statements, instruments of
19 satisfaction, releases of all liens or other interests which the person or entity has with respect to the
20 Military Housing Assets, the Debtors are hereby authorized and directed to execute and file such
21 statements, instruments, releases and other documents on behalf of the person or entity with respect
22 to such Military Housing Assets immediately prior to the Closing Date.

23 6. This Order shall be binding upon and govern the acts of all persons and entities,
24 including without limitation, all filing agents, recording agencies, title companies, administrative
25 agencies or units, governmental departments or units, state and local officials, secretaries of state and
26 all other persons and entities who may be required by operation of law to accept, file, register or
27 otherwise record or release any documents or instruments. All such entities described above in this
28 Paragraph 6 are specifically directed, without further order of this Court, to take those actions

1 necessary to remove all liens against the Military Housing Assets from their records, official or
2 otherwise.

3 7. Subject to the satisfaction of all conditions and the completion of all deliveries
4 required under the Purchase Agreement, effective as of the Closing Date, the sale of the Military
5 Housing Assets by the Debtors to Purchaser shall constitute a legal, valid and effective transfer of the
6 Military Housing Assets notwithstanding any requirement for approval or consent by any person and
7 shall vest Purchaser with all right, title and interest of the Debtors in and to the Military Housing
8 Assets, free and clear of all encumbrances.

9 8. All persons or entities, presently or on or after the Closing Date in possession of some
10 or all of the Military Housing Assets are directed to surrender possession of the Military Housing
11 Assets to Purchaser on such Closing Date or at such time thereafter as Purchaser may request.

12 9. The consideration provided by Purchaser with regard to the sale of the Military
13 Housing Assets under the Purchase Agreement shall constitute a transfer for reasonably equivalent
14 value and fair consideration under the Bankruptcy Code and all applicable law, and the sale may not
15 be avoided, or costs or damages imposed or awarded, under section 363(n), or any other provision, of
16 the Bankruptcy Code.

17 10. The purchase price of the Military Housing Assets shall be satisfied in cash and by
18 reduction of the Debtors' bonding obligations pursuant to the terms of the Purchase Agreement, and
19 shall not be subject to setoff or any other reduction on the basis of any prepetition or postpetition
20 claim that Purchaser may assert against any of the Debtors.

21 11. Purchaser is a purchaser in "good faith" of the Military Housing Assets under the
22 Purchase Agreement as that term is used in section 363(m) of the Bankruptcy Code and is hereby
23 granted and is entitled to all of the protections provided to a good-faith purchaser under section
24 363(m) of the Bankruptcy Code.

25 12. In the absence of any entity obtaining a stay pending appeal, if the Debtors and
26 Purchaser close under the Purchase Agreement, Purchaser shall be deemed to be acting in "good
27 faith" and shall be entitled to the protection of section 363(m) of the Bankruptcy Code as to all
28 aspects of the transactions pursuant to the Purchase Agreement. Accordingly, the reversal or

1 modification on appeal of the authorization provided herein to consummate the sale of the Military
2 Housing Assets shall not affect the validity of the sale, unless such authorization is duly stayed
3 pending appeal.

4 13. This Order and the Purchase Agreement shall be binding upon, and shall inure to the
5 benefit of the Debtors, the Purchaser, and their respective successors and assigns, including, without
6 limitation, any chapter 11 trustee hereinafter appointed for any of the Debtors' estates or any trustee
7 appointed in a chapter 7 case if any of these cases is converted from chapter 11.

8 14. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order
9 and the Purchase Agreement, to resolve any dispute concerning this Order, the Purchase Agreement,
10 or the rights and duties of the parties hereunder or thereunder or any issues relating to the Purchase
11 Agreement, any related agreements and this Order, including, but not limited to, the interpretation of
12 the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Military
13 Housing Assets, and all issues and disputes arising in connection with the relief authorized herein
14 including without limitation any claim that this order does not bar claims against the Military
15 Housing Assets or against Purchaser as a result of its purchase of the Military Housing Assets.

16 15. The provisions of this Order are nonseverable and mutually dependent.

17 16. The Debtors and Purchaser are hereby authorized, empowered and directed to take all
18 actions and execute and deliver any and all documents and instruments that either the Debtors or
19 Purchaser deem necessary or appropriate to implement and effectuate the terms of the Purchase
20 Agreement and this Order. The Fleetwood Subsidiaries and each other person having duties or
21 responsibilities under the Purchase Agreement, any agreements related thereto or this Order, and their
22 respective officers, agents, trustees, representatives, and attorneys, are authorized, empowered and
23 directed, subject to the terms and conditions contained in the Purchase Agreement, to carry out all of
24 the provisions of the Purchase Agreement and any related agreements; to issue, execute, deliver, file,
25 and record, as appropriate, the documents evidencing and consummating the Purchase Agreement,
26 and any related agreements; to take any and all actions contemplated by the Purchase Agreement, any
27 related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such
28 other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases,

1 or other agreements or documents and to perform such other acts and execute and deliver such other
2 documents, as are consistent with, and necessary or appropriate to implement, effectuate, and
3 consummate, the Purchase Agreement, any related agreements and this Order and the transactions
4 contemplated thereby and hereby, all without further application to, or order of, the Court. All such
5 additional agreements, documents, and instruments shall be deemed to be "related agreements" for
6 purposes of this Order. The Fleetwood Subsidiaries are further authorized, empowered and directed
7 to cause to be filed with the secretary of state of any state or other applicable officials of any
8 applicable governmental units any and all certificates, agreements, or amendments necessary or
9 appropriate to effectuate the transactions contemplated by the Purchase Agreement, any related
10 agreements and this Order. The execution of any such document or the taking of any such action
11 shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.
12 Purchaser is hereby authorized in connection with the consummation of the sale to allocate the
13 Military Housing Assets under the Purchase Agreement among its affiliates, designees, assignees
14 and/or successors in a manner as it in its sole discretion deems appropriate and to assign, sublease,
15 sublicense, transfer or otherwise dispose of any of the Military Housing Assets under the Purchase
16 Agreement to its affiliates, designees, assignees and/or successors with all of the rights and
17 protections accorded under this Order and the Purchase Agreement. The Debtors shall cooperate
18 with and take all actions reasonably requested by Purchaser to effectuate anything stated in the
19 foregoing sentence. Without limiting the generality of the foregoing, this Order shall constitute all
20 approvals and consents, if any, required by all applicable business corporation, trust, and other laws
21 of the applicable governmental units with respect to the implementation and consummation of the
22 Purchase Agreement, any related agreements and this Order, and the transactions contemplated
23 thereby and hereby.

24 17. In accordance with the terms of the Purchase Agreement, within thirty days after the
25 Closing Date, Purchaser may, in its discretion by giving written notice to Debtors, designate any contract listed
26 on Schedule 1.1(a) of the Purchase Agreement as an Assumed Contract, and Debtors shall seek to transfer
27 and assign such Assumed Contracts pursuant to section 365 of the Bankruptcy Code, and, in connection with
28

1 such assignment, Sellers shall provide for cure of all non-monetary and monetary defaults arising from such
2 Assumed Contract to the extent required by section 365(b) of the Bankruptcy Code.

3 18. Upon the Closing, and except as otherwise expressly provided in the Purchase
4 Agreement, Purchaser shall not be liable for any claims against, and liabilities and obligations of the
5 Debtors or any of the Debtors' predecessors or affiliates, including, without limitation, for tax or
6 environmental liabilities. Without limiting the generality of the foregoing, (a) Purchaser shall have
7 no liability or obligation in respect of any collective bargaining agreement, employee pension plan,
8 employee health plan, employee retention program, employee incentive program or any other similar
9 agreement, plan or program to which any Debtor is a party (including, without limitation, liabilities
10 or obligations arising from or related to the rejection or other termination of any such plan, program
11 agreement or benefit), (b) Purchaser shall in no way be deemed a party to or assignee of any such
12 employee benefit agreement, plan or program, and (c) all parties to any such employee benefit
13 agreement, plan or program shall be enjoined from asserting against Purchaser any claims arising
14 from or relating to such employee benefit agreement, plan or program.

15 19. Purchaser shall not be deemed a successor of or to the Debtors or the Debtors' estates
16 with respect to any liens, claims, interests and encumbrances against the Debtors or the Military
17 Housing Assets. Purchaser shall not be liable in any way for any such liens, claims, interests and
18 encumbrances. Upon the Closing of the sale, all creditors, employees and equityholders of the
19 Debtors are permanently and forever barred, restrained and enjoined from (a) asserting any claims or
20 enforcing any remedies, or commencing or continuing in any manner or other proceeding of any
21 kind, against Purchaser or the Military Housing Assets, on account of any of liens, claims, interests
22 and encumbrances, or (b) asserting any claims or enforcing any remedies under any theory of
23 successor liability, *de facto* merger or substantial continuity.

24 20. Any and all Military Housing Assets in the possession or control of any person or
25 entity, including, without limitation, any former vendor, supplier or employee of the Debtors, shall be
26 transferred to Purchaser free and clear of liens, claims, interests and encumbrances.

27 21. Notwithstanding the provisions of Rules 6004 and 6006 of the Federal Rules of
28 Bankruptcy Procedure and any other provision of the Bankruptcy Code or Bankruptcy Rules, this

1 Order shall not be stayed and the provisions of this Order shall become effective immediately upon
2 entry.

3 22. Local Rule 6004-1(g) of the Local Bankruptcy Rules for the United States Bankruptcy
4 Court of the Central District of California, which requires a report of sale to be filed and served
5 within 20 days after the date of the sale of any property not in the ordinary course of business, is
6 hereby waived.

7 23. Nothing in this Order purports to excuse Purchaser or any other person or entity from
8 compliance with any and all applicable state and federal regulatory laws.

9 24. Any and all creditors of the Debtors shall be barred, estopped and enjoined from
10 taking any action of any kind against Purchaser or the Military Housing Assets on account of any
11 claim against any Debtor or any of the Military Housing Assets.

12 25. The Purchase Agreement and any ancillary agreements may be waived, modified,
13 amended, or supplemented by agreement of the Fleetwood Subsidiaries and Purchaser without further
14 action of the Court; *provided, however*, that any such waiver, modification, amendment, or
15 supplement is not material and substantially conforms to and effectuates the Purchase Agreement.

16 26. The failure specifically to include any particular provisions of the Purchase Agreement
17 or any related agreements in this Order shall not diminish or impair the effectiveness of such
18 provisions, it being the intent of the Court, the Debtors and Purchaser that the Purchase Agreement
19 and any related agreements are authorized and approved in their entirety with such amendments
20 thereto as may be made by the parties in accordance with this Order prior to Closing.

21 27. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any
22 way to the transaction contemplated by the Purchase Agreement.

23 28. To the extent any provisions of this Order conflict with the terms and conditions of the
24 Purchase Agreement, this Order shall govern and control.

25 29. The Court retains jurisdiction, even after the closing of these chapter 11 cases, to (1)
26 interpret, implement and enforce the terms and provisions of this Order and the terms of the Purchase
27 Agreement, all amendments thereto and any waivers and consents thereunder; (2) protect Purchaser,
28 or any of the Military Housing Assets, from and against any liens, claims, interests and

1 encumbrances; (3) compel delivery of all Military Housing Assets to Purchaser; and (4) resolve any
2 disputes arising under or related to the Purchase Agreement or Purchaser's peaceful use and
3 enjoyment of the Military Housing Assets.

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In re:	CHAPTER	11
Fleetwood Enterprises, Inc. Debtors:	CASE NUMBER	09-14254-MJ

SERVICE LIST FOR THE ENTERED ORDER

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled **ORDER (I) AUTHORIZING AND APPROVING THE SALE OF MILITARY HOUSING ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; AND (II) GRANTING RELATED RELIEF** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

I. **SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of (*insert date of service*), the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below:

Andrew K Alper on behalf of Creditor GE Commercial Distribution Finance Corporation and GELCO Corporation dba GE Capital Fleet Services
aalper@frandzel.com, efiling@frandzel.com;ekidder@frandzel.com

Hilary L Barnes on behalf of Interested Party Courtesy NEF
hilary.barnes@quarles.com, sybil.aytch@quarles.com

John J Bingham on behalf of Interested Party Courtesy NEF
jbingham@dgd.com

Mark S Blackman on behalf of Creditor 21st Mortgage Corporation
MBlackman@AlpertBarr.Com

Timothy Bortz on behalf of Creditor Timothy Bortz
tbortz@state.pa.us

John A Boyd on behalf of Interested Party Courtesy NEF
fednotice@tclaw.net

Louis J Cisz on behalf of Creditor California Self-Insurers' Security Fund
lcisz@nixonpeabody.com

Peter A Davidson on behalf of Plaintiff Alicia Rice
pdavidson@ecjlaw.com

Matthew B George on behalf of Creditor Ronald Doud
mbg@girardgibbs.com

Jeffrey T Gwynn on behalf of Creditor Dave Carter & Associates, Inc.
jgwynn@gwynn-law.com

Mark D Houle on behalf of Interested Party New York Mellon Trust Co., N.A.
mark.houle@pillsburylaw.com

1 Paul Jasper on behalf of Creditor Deutsche Bank Trust Company Americas
pjasper@dl.com

2 Yale K Kim on behalf of Creditor Whippoorwill Associates, Inc.
ykim@allenmatkins.com

3 Solmaz Kraus on behalf of Debtor Fleetwood Enterprises, Inc.
skraus@gibsondunn.com, skraus@gibsondunn.com

4 Mary D Lane on behalf of Creditor Committee Official Committee of Creditors Holding Unsecured Claims
mlane@pszjlaw.com

5 Daniel C Lapidus on behalf of Plaintiff Robert Myers
dan@lapiduslaw.com

6 Matthew A Lesnick on behalf of Creditor AT&T Capital Services Inc.
matt@lesnicklaw.com

7 Elizabeth A Lossing on behalf of U.S. Trustee United States Trustee (RS)
elizabeth.lossing@usdoj.gov

8 Gregory O Lunt on behalf of Creditor Bank of America, N.A.
gregory.lunt@lw.com

9 David W. Meadows on behalf of Creditor American Electric Power
david@davidwmeadowslaw.com

10 Craig Millet on behalf of Debtor Continental Lumber Products, Inc.
cmillet@gibsondunn.com, pcrawford@gibsondunn.com; cmillet@gibsondunn.com

11 Byron Z Moldo on behalf of Plaintiff Alicia Rice
bmoldo@ecjlaw.com, tmelendez@ecjlaw.com

12 C Daniel Motsinger on behalf of Creditor ProLiance Energy, LLC
cmotsinger@kdlegal.com

13 Leo D Plotkin on behalf of Creditor Textron Financial Corporation
lplotkin@lsl-la.com

14 Kimberly A Posin on behalf of Creditor Latham & Watkins LLP
kim.posin@lw.com

15 Samuel Price on behalf of Creditor National General Assurance Company
sprice@donahoeyoung.com

16 Hamid R Rafatjoo on behalf of Creditor Committee Official Committee of Creditors Holding Unsecured Claims
hrafatjoo@pszjlaw.com, hrafatjoo@pszjlaw.com

17 Michael Reed on behalf of Creditor Bell County TAD, et al
kmorris@mvbalaw.com, dgibson@mvbalaw.com; dgoff@mvbalaw.com

18 Martha E Romero on behalf of Creditor c/o Martha E. Romero Texas Taxing Authorities
Romero@mromerolawfirm.com

19 Mark C Schnitzer on behalf of Attorney Mark Schnitzer
mschnitzer@rhlaw.com

1 United States Trustee (RS)
2 ustpreion16.rs.ecf@usdoj.gov

3 Anne A Uyeda on behalf of Debtor Fleetwood Enterprises, Inc.
4 auyeda@gibsondunn.com

5 Michael D Warner on behalf of Creditor IDG USA LLC d/b/a Boring-Smith an Industrial Distribution Group, Inc.
6 Company
7 echou@warnerstevens.com

8 Martha A Warriner on behalf of Creditor Esco Industries, Inc.
9 mwarriner@rhlaw.com

10 Sharon Z Weiss on behalf of Creditor LazyDays RV Supercenter, Inc.
11 sweiss@richardsonpatel.com

12 Elizabeth Weller on behalf of Creditor Dallas County - Tarrant County
13 dallas.bankruptcy@publicans.com

14 Rebecca J Winthrop on behalf of Creditor Westchester Fire Insurance Company
15 winthropr@ballardspahr.com

16 ☐ Service information continued on attached page

17 II. **SERVED BY THE COURT VIA U.S. MAIL:** A copy of this notice and a true copy of this judgment or order
18 was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es)
19 indicated below:

20 ☐ Service information continued on attached page

21 III. **TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or
22 order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an
23 "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered
24 order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email
25 address(es) indicated below:

26 Available upon request to Claims Noticing Agent, FleetwoodInfo@kccllc.com

Exhibit E

Scope of Work

[See attached.]

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UEPH IDIQ No. 1, TO No. 0003, BCT3
Fort Bliss (El Paso), Texas

Completion of all **Fabricated Structures / Apartment Modular Unit** work as required by the contract documents for the construction of the Indefinite Delivery/Indefinite Quantity (IDIQ) for Design-Build Services, Southwestern Region Brigade Combat Team Complex Unaccompanied Enlisted Personnel Housing (UEPH) as detailed under Contract No. W9126G-06-D-0039 dated September 15, 2006 for Task Order No. 0003 dated September 6, 2008 and contract documents to be provided by The Benham Company LLC.

All materials described in Specification Sections: Division 00 – Proposal Requirements and Contract Forms (as applicable); Division 1 – General Requirements; Section 01410 – Air Barrier (as applicable); Section 018113- Sustainable Design Requirements (as applicable); Section 133423 – Fabricated Structure are included within the scope of this Purchase Agreement with the following being the only **exceptions**:

1. Erection of modular units on-site.
2. Concrete foundations.
3. Treated wood sill plates and foam sealant between anchor straps.
4. Anchor straps.
5. Crawlspace ventilation system.
6. Underground utilities and utility mains serving the modular units.
7. Final connections between plumbing, electrical, communications and fire protection mains and modular systems.
8. Terminations associated with the thermostats, dampers and DDC Controller.
9. Certified test and balance of completed systems, including fire protection.
10. Smoke/heat detectors in the modular units.
11. Lightning protection systems, including rough-in conduit.
12. Voice / Data / CATV wire and terminations within the modular units.
13. Design of fire protection systems.
14. Exterior finishes including cultured stone, metal panels, EIFS, site-built parapet, gutters and downspouts.
15. Final cleaning.
16. Final waxing of VCT floor.
17. Signage.
18. Fire extinguishers.
19. Engineering of mechanical, electrical, and plumbing.
20. Acoustical ceiling tile and grid at corridors.
21. Warranty tags for HVAC air handler & condenser
22. Site installed electrical disconnect on the roof mounted condensers
23. Manufactured Modules and delivery

Your attention is specifically called to the following items, which are included in this Purchase Agreement, but without limiting the scope of work as provided above:

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1. Provide complete design-assist services for the fabrication and delivery of the modular buildings, whether expressly shown on the documents or not and as developed through design team meetings. It is the responsibility of this Vendor to review all sections of the documents to ensure complete coordination between this scope and other trades. All materials and equipment which are not specifically called out or referenced in the documents, but are required to make for a complete and totally functioning building, are included within this agreement. On the basis of general scope indicated or described, Vendor shall install all items for the proper execution and completion of the work.

Complete Systems, as defined in contract language, consist of the following:

- a. All domestic hot and cold water piping from corridor ceiling stub out to and including all trim-out (toilets, sinks, faucets, etc.).
 - b. All waste and vent piping from floor drains, lavatories, and water closets interconnected, and routed through to the roof of the level 2 modules and into the crawl space for each module stack.
 - c. All ductwork, including all dampers, within the modules and into the corridors.
 - d. All heat pumps and associated controls / power to modular unit power sources.
 - e. All modular unit power from the modular unit power panels to all devices and equipment, including hard-wired connections between adjacent modules.
 - f. Power source will be pulled into the module power panel from the corridor by Contractor's Electrical Subcontractor. (Feed conduit by this subcontractor.)
 - g. All sprinkler piping within each module to, and including, the corridor ceiling stub out.
 - h. All fasteners, fittings, hangers, strapping, insulation, labeling, cover plates, trim, etc. for the above mentioned installations are included.
2. This is a lump-sum, design-assist Purchase Agreement. Vendor is responsible for the design-assist engineering, assembly, and fit out/finish of modular buildings as required. All design-assist fabrication services are included in this Purchase Agreement. The Vendor is responsible for all information contained in the Request for Proposal (RFP) and the final construction documents as it pertains to the scope included in this agreement. It is the Vendor's responsibility to include all work required by the RFP along with all work which is customarily provided in a complete and finished work of this kind. Any alterations, modifications or adjustments to the work which are foreseeable or customarily encountered in providing and installing equipment, materials and services of this kind and as required by the RFP for the work included in this agreement, will be performed without additional compensation. At the completion of the 100% Construction Documents (CD's) as issued by The Benham Company, LLC, a no cost change order will be issued to incorporate these documents into the final contract documents. Any changes made to design or construction documents after the start of manufacturing of modular units will not be the responsibility of this vendor, unless code or RFP (Owner's Request for Proposal Documents) related.

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3. Vendor is required to become an active and integral participant in the project team. Requirements unique to this agreement will include:
 - a. Technical assistance in the development of the overall CPM Schedule with the Contractor.
 - b. Participation in establishing transmittal and delivery schedules.
 - c. Participation in Contractor coordination among all disciplines of work, including mechanical and electrical.
4. Includes all preconstruction services such as, estimating, scheduling, value analysis, life cycle costing, and long lead analysis. In addition, it is the responsibility of the Vendor throughout design and construction to monitor any potential scope changes and notify the Contractor in a timely manner. As part of this effort, the Vendor shall:
 - a. Immediately define, alert and provide the Contractor with pricing for all potential changes (adds and deducts) in the scope as they are identified.
 - b. Provide a current log of any and all potential scope changes. This information shall be incorporated into a financial status report that will be used monthly throughout the design and construction phases.
5. Vendor will participate in the coordination of the design, engineering and construction of the modular building requirements with the architectural/structural design. In no event will a change order be issued for scope changes that are the sole responsibility of Vendor's failure to adequately coordinate with other necessary parties
6. The Project will have an outside commissioning agent to monitor commissioning progress. Performance of commissioning activities for your scope of work will be required in order to complete testing, adjusting, balancing and verification of systems prior to the commissioning process checkout by the commissioning agent and the authorities having jurisdiction over the project. The commissioning requirements will be as follows:
 - a. Assign an MEP Start-up/Commissioning coordinator for this project. This person will be a point of contact for the commissioning process and will be a member of the commissioning team and will have full knowledge of the electrical and automatic control function of each system.
 - b. The coordinator shall provide the manufacturer's detailed start-up procedures (forms) for all equipment supplied under this subcontract.
 - c. The coordinator will participate with the Contractor's development of a start-up and commissioning schedule for pre-start-up, start-up, special system point to

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- point validation, system validation, interface with the fire alarm/smoke control sequence of operation, and Owner/Architect acceptance.
- d. The coordinator shall include as part of this Purchase Agreement the manpower, equipment, tools, etc. necessary to witness proper operation, as defined by the manufacturer, of equipment supplied under this subcontract.
 - e. The coordinator shall be responsible for maintaining documentation of all testing requirements necessary for code and RFP compliance, start-up and commissioning forms, maintenance forms and lubrication charts and any activities related to the operation of the equipment supplied under this subcontract prior to final acceptance by the Owner. The coordinator shall provide six required number of copies of all documentation for substantial completion for the Owner.
7. Before testing, adjusting, calibration and balancing, the start-up coordinator shall confirm, in writing to the Contractor, the following:
- a. All equipment, components and systems have been set and pre-function testing complete, started-up, and adjusted.
 - b. All electric power connections, disconnects, fuses, circuit breakers, etc. are properly sized and installed.
8. Provide an electrical matrix for each equipment item showing the location, the electrical power requirements, and motor horsepower. The electrical equipment matrix will be used as a scheduling tool in respect to commissioning events and subcontractor involvement.
9. Vendor shall perform all testing and inspections of all systems and equipment included in this agreement, including but not limited to all functional performance testing of plumbing systems. Vendor shall ensure that all mechanical, plumbing and electrical submittals, tests, data, and all corresponding documentation are in accordance with the contract documents. All testing and documentation shall be coordinated with and provided to the Contractor's Commissioning Agent. When possible, testing shall be conducted in the factory.
10. (Intentionally left blank)
11. Vendor shall provide full-time Quality Control for testing and inspection procedures. Vendor's inspection and testing procedures must be compliant with code, RFP, and design intent requirements. Vendor is responsible for all documentation required to demonstrate this compliance.
12. (Intentionally left blank)

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13. (Intentionally left blank)
14. Structural Engineer of record for the design of the modular units, including all structural design and structure related Anti-Terrorism Force Protection (ATFP) requirements is the responsibility of this Vendor. All structural design, drawings and calculations shall be stamped by a professional engineer licensed per the requirements of the RFP.
15. Completion of all **Fabricated Structures / Apartment Modular Units** includes, but is not limited to the following:
- a. Full-time factory Quality Control Inspectors, who may be a supervisor with other duties.
 - b. Full-time factory supervision.
 - c. Furnish all materials for the completion of the exterior mate lines, including roof seams and weather/air barrier for installation by others.
 - d. All interior electrical, mechanical and plumbing connections across mate lines.
 - e. Coordination with Contractor's Mechanical, Electrical, Plumbing and Fire Protection Subcontractors for location, size, routing, and other pertinent information related to their scopes of work. Vendor will provide a set of fabrication and coordination drawings for review by these subcontractors/vendors. It is expected that feedback will be provided by these subcontractors/vendors as it relates to the proper coordination with their scope of work.
 - f. A complete domestic hot and cold water piping system from the stub out at the first floor corridor ceiling through the modules, including all kitchen and bathroom piping and fixtures (lavatories, faucets, water closets, etc.) Main domestic water service is located in the first floor corridor ceiling and will be furnished and installed by the Contractor's Plumbing Subcontractor. Vendor shall complete all domestic water service to the second level modules by extending the piping through the second level floor deck, including all connections between levels 1 and 2. Final connections between the main domestic water service and the modular piping systems are by the Contractor's Plumbing Subcontractor.
 - g. A complete sanitary sewer system for each apartment module, including all drops into the crawl space and venting through the roof. Drops shall be clearly marked and highly visible in the crawl space. Piping shall be joined together within the modules above to provide the fewest number of drops. Installation of the main sewer line at the crawl space and final connections to the modular sanitary sewer system are by the Contractor's Plumbing Subcontractor.
 - h. Not used.
 - i. All above ceiling fire protection piping and sprinkler heads as required in apartment modules, including piping and sprinkler heads at the mechanical corridor closets. All pipe and installation shall be in accordance with the design

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as provided by the Contractor's Fire Protection Subcontractor and local code. All piping furnished and installed by this Vendor shall be tested and free from leaks prior to Contractor's Fire Protection Subcontractor making final connections. Fire sprinkler heads and sprinkler main at corridor will be furnished and installed by the Contractor's Fire Protection Subcontractor. Vendor shall be present during testing of the completed system.

- j. A complete HVAC system at each module, including but not limited to heat pumps, ductwork, dampers, grilles, exhaust fans, condensate drain piping and control wiring. Includes low leakage dampers at the modular unit HVAC system per AFTP / UFC 04-010-01 dated 2007 and associated control wiring from the damper to a junction box at the corridor. HVAC controls modules will be furnished, installed, and tested by others. Furnish and install thermostat control wiring from the thermostat into the mechanical equipment closet with an additional 5 feet of control wiring coiled up at the closet in lieu of a junction box. The Contractor's Controls Subcontractor will terminate all control wiring provided by Vendor. Furnish and install one convenience outlet at each mechanical closet.
- k. Complete all interior mate lines, including floor and wall finishes at the apartments and corridors, in such a way as to provide/maintain all required fire/smoke ratings.
- l. Installation of empty conduit, raceways and junction boxes for the following systems in the apartment module unit: Fire Alarm/Mass Notification system, communications (voice and data) system, CATV system, CO2 detection, and building automation systems. All conduits will be stubbed to the corridor ceiling with bushings. The junction box will be an open junction box without the cover plate. Junction box size and configuration, as well as extension rings, if required, shall be furnished and installed. This includes junction boxes furnished and installed by this Vendor for the convenience of the Contractor's Electrical, Mechanical, and Plumbing Contractors. Complete coordination with Contractor's Electrical and/or System Subcontractor for exact location, sizing, routing, and other pertinent information is required of this Vendor. Design and location of rough-ins will be provided to this Vendor by the Contractor.
- m. All convenience outlets at corridors at locations required by the Contract Documents. Vendor shall provide convenience outlets completely wired in-wall with wiring extending from the outlet to a junction box (without coverplate) located above the corridor ceiling. Final connections of convenience outlets to permanent power will be by the Contractor's Electrical Subcontractor.
- n. Not used.
- o. Furnish and install all smoke barriers and draft stops at areas needed to be compliant with local codes and local authorities having jurisdiction at the project site.
- p. Furnish and install fire rated plywood completely covering all walls within communications and electrical rooms within the modular construction.

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- q. Installation of the parapet starter wall at the exterior perimeter of the modular apartment roof. Primary and overflow scuppers shall be built into the parapet and extend a minimum of six inches from the face of the exterior sheathing.
 - r. Complete gypsum board, tape, float, texture and paint at end walls on the modular side of the core area. This also includes the caulking of the finished wall to the hollow metal door frame. (Painting of hollow metal door frame is by others.)
 - s. Vibration isolation or seismic isolation devices as required for equipment, piping, conduit, etc
 - t. Furnish and install floor and wall expansion joints. Vendor must abide by the installation procedure and RFI for all expansion joints approved during BCT2.
 - u. Site test all modular plumbing prior to erection of modules
16. (Intentionally left blank)
17. Not used.
18. Furnish and install any temporary filters for fans or intake units as needed for building conditioning. Prior to turnover of the buildings, temporary filters shall be removed and permanent filters installed. The final filters shall meet the project design and RFP requirements.
19. (Intentionally left blank)
20. (Intentionally left blank)
21. Furnish and install all starters, motors and disconnects as required for all equipment supplied.
22. Vendor shall provide all wiring from the electrical panel in the living unit to all devices.
23. Not used.
24. Vendor will install all corridor finishes at modular buildings, including corner guards.
25. Furnish and install a complete Onity HT28 system at the modular units, including programming equipment and accessories.
26. Provide and install floor base in compliance with the design documents.
27. Units shall be designed to achieve minimum STC ratings and IIC ratings in compliance with the contract documents. Construction shall meet design criteria (including caulking and sealing).

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28. (Intentionally left blank)
29. The roofing material shall be factory-installed at the second story modular units. The units shall remain weather-tight until breached for modular erection. Includes any and all provisions necessary to achieve the warranties required by the contract documents.
30. All roof penetrations shall be weather-tight and leak-free.
31. (Intentionally left blank)
32. Complete listing of all equipment with submittal, procurement, and delivery dates for each shall be submitted to give Contractor notice when equipment and material must be ordered so design and submittal approval dates can be established.
33. All electrical work shall comply with the appropriate codes as referenced in the contract documents.
34. Furnish and install all access panels required to access valves, dampers, etc. inside enclosed walls/ceilings within the modular construction, including but not limited to crawl space access doors, access panels at closets (for inspection of plumbing piping) and access panels at low leakage dampers.
35. Coordination drawings will be required to interface between mechanical, plumbing, electrical, other trades, and the work of this Vendor. This Vendor is an active participant in this coordination process. Vendor understands that coordination with other subcontractors is essential and that locations of various lines and ducts must be done on a priority basis. Vendor shall perform any additional piping as may be required to route around other pipes or ducts that must be installed at specific locations as it applies to the modular units.
36. Cover all openings in piping, floor drains, ductwork, conduit and any other material and/or equipment furnished and installed under this agreement to prevent the intrusion of foreign matter in accordance with the commissioning and LEED requirements.
37. Provide all assemblies, hangers, supports, anchors, etc., necessary to complete the work.
38. Provide and install all firestopping and smoke sealing materials required for all fire/smoke rated penetrations including duct, piping, electrical wiring and conduit. All fire-rated penetrations shall be in accordance with the appropriate UL-rated assembly.
39. Vendor shall furnish and install all labeling, tags, identification and/or color coding of all equipment, conduit, and piping as required.

SECTION A
7008080 - 1300110

CMH Manufacturing, Inc.

UEPH IDIQ No. 1, TO No. 0003, BCT3
Fort Bliss (El Paso), Texas

40. Vendor must abide by all of Warrior Group's warranted in-field procedures, i.e. VCT damp mop inspection for nail pops
41. Vendor must provide and make available to Warrior Group extra Onity cards.
42. Vendor shall perform work within the mutually agreed upon schedule requirements. Vendor includes all costs associated with quick shipping required equipment and material.
43. Furnish and install one construction and one permanent filter for each mechanical unit. Any extended warranties for running the equipment prior to final turnover and acceptance by the Owner are the responsibility of this Vendor.
44. Not used.
45. Vendor is responsible for the LEED-NCv.2.2 documentation and coordination with The Benham Company LLC and the Contractor to achieve a silver rating for items associated with this Purchase Agreement.
46. (Intentionally left blank)
47. (Intentionally left blank).
48. Vendor must abide by all current and future JHA documentation carried forward from BCT2.
49. Vendor must abide by and be held responsible for corrections to/with all third party inspections, i.e. Testmark, EBI, EFI, Mulehide, etc.
50. Vendor must be responsible for belly-board installation and inspection. Any penetrations through this belly board must be provided by this Vendor and are required to be air tight.
51. Vendor must provide a water inspection report for all plumbing throughout each building, supplied by this Vendor.
52. Vendor must provide an Onity T28 report per building, i.e. battery test and/or replacement, functionality test, cam test, switch test and card reader test.
53. Vendor must provide sufficient Tyvek overlap to ensure air test requirements.
54. Vendor must provide TPO walkway to accommodate all roof mounted equipment.

SECTION A
7008080 - 1300110

CMH Manufacturing, Inc.

UEPH IDIQ No. 1, TO No. 0003, BCT3
Fort Bliss (El Paso), Texas

55. Project Staffing – vendor shall have minimum on-site staffing as follows:
- One full-time Project Manager
 - One full-time runner for parts and materials
56. Warrior Group Modular Checklist – the attached modular checklist (Exhibit F) defines the required general scope of work in two major categories “Pre-Conditioned” and “Conditioned”.
57. The Pre-Conditioned work is to be commenced and completed immediately after the modular units are set. These activities are by definition to be completed before permanent utilities are available for the building. The vendor will have approximately six (6) weeks to complete this work per building. Please note that this includes work in the apartments, AHU closets, telecom rooms, mechanical rooms and corridors (modular units vs. corridors). The vendor will be required to have enough manpower/crews and supervision to be working in at least two buildings at all times.
58. The Conditioned work is to be commenced immediately after Hensel Phelps completes their pre-conditioned activities and provides permanent utilities. This Vendor will have approximately six (6) weeks per building to complete the work defined as Conditioned work. Please note that this includes work in both the apartments, AHU closets, telecom rooms, mechanical rooms and corridors (modular units vs. corridors). The vendor will be required to have enough manpower/crews and supervision to be working in at least two buildings at all times. This work phase will be followed by a multi-level punch-list process and building turnover.
59. Pre-Conditioned work and Conditioned work will overlap and be completely concurrent for a minimum of 10 weeks.
60. The Vendor shall name The Warrior Group, Inc. & Hensel Phelps Construction Co. as an additional insured on its general liability policy and shall provide a copy of the endorsement.
61. Furnish and install all Building Envelope Sealing Requirement elements at modules as selected by the Corps of Engineers and published in Amendment #6 to the RFP. Vendor shall have a representative present during the testing of the building envelope / air barrier. Repairs shall be made to missing or faulty work associated with the modular portion of the building envelope / air barrier system by this Vendor.
62. The value of this Agreement is as follows:
- TOTAL \$1,008,600**

SECTION A
7008080 - 1300110

CMH Manufacturing, Inc.

UEPH IDIQ No. 1, TO No. 0003, BCT3
Fort Bliss (El Paso), Texas

Dual Obligatee Supply Bonds on the forms of Hensel Phelps Construction Co. in the amount of \$2,700,000 **will be** required for work under this Purchase Agreement and are included in this lump sum contract. The bond is to be purchased for the account of the Vendor with the cost of the premium included in the lump sum Purchase Agreement amount.

1 CRAIG H. MILLET, SBN 106027, CMillet@gibsondunn.com
2 SOLMAZ KRAUS, SBN 223117, SKraus@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
4 3161 Michelson Drive
5 Irvine, California 92612-4412
6 Telephone: (949) 451-3800
7 Facsimile: (949) 451-4220

8 Attorneys for Debtors and Debtors in Possession

9
10 UNITED STATES BANKRUPTCY COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12 RIVERSIDE DIVISION
13

14 In re
15 FLEETWOOD ENTERPRISES, INC., et al.,
16 Debtors.

CASE NO. 09-14254-MJ

Chapter 11

[Jointly Administered]

DECLARATION OF ANDREW M. GRIFFITHS IN SUPPORT OF DEBTORS' REQUEST FOR EMERGENCY HEARING REGARDING MOTION OF DEBTORS FOR AN ORDER (I) AUTHORIZING AND APPROVING THE SALE OF MILITARY HOUSING ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; AND (II) GRANTING RELATED RELIEF

Hearing:

Date: May 27, 2009

Time: 1:30 p.m.

Place: Courtroom 302
3420 Twelfth Street
Riverside, CA 92501

Judge: Honorable Meredith A. Jury

24 I, Andrew M. Griffiths, declare and state as follows:

25 1. I am the Senior Vice President, Chief Financial Officer and Treasurer of Fleetwood
26 Enterprises, Inc., (together with its affiliated debtors, the "Debtors") and have held this position since
27 September 8, 2008. I joined Fleetwood Enterprises, Inc. in February 2004 as Vice President—
28

1 Controller and was promoted in April 2006 to Senior Vice President—Chief Accounting Officer, a
2 position I held until being promoted to my current position. As a result of my position, I have been
3 involved in Fleetwood's ongoing efforts to obtain new financing, seek strategic relationships and
4 otherwise generate capital by the sale of assets.

5 2. In my capacity as Senior Vice President, Chief Financial Officer and Treasurer of
6 Fleetwood Enterprises, Inc., I am familiar with the business operations of the Debtors. In my
7 position, I am also required to and have become generally familiar with the manner in which the
8 Debtors' documents, books and records are prepared and maintained. The Debtors maintain records
9 of all their transactions in the regular course of its business, and it is the regular course of business to
10 create and maintain such records.

11 3. I submit this Declaration in support of the Debtors' request for an emergency hearing
12 regarding the Motion of Debtors For An Order (I) Authorizing and Approving the Sale of Military
13 Housing Assets Free and Clear of Liens, Claims, Interests and Encumbrances; and (II) Granting
14 Related Relief (the "Motion"). I am authorized to submit this Declaration. All capitalized terms not
15 defined herein shall have the meanings ascribed to them in the Application.

16 4. Except as otherwise indicated, all statements in this Declaration are based on my
17 personal knowledge, my review of relevant documents or my opinion based upon my experience and
18 knowledge of the Debtors' business operations, financial condition and efforts to generate capital
19 through asset sales. If I were called upon to testify, I could and would testify to each of the facts set
20 forth herein based on such personal knowledge, review of the documents or opinion.

21 5. By the Motion, the Debtors seek an order authorizing them to complete an immediate
22 sale of certain real property, buildings, equipment, intellectual property and other assets used in and
23 associated with the construction of modular military housing by the Debtors at their two
24 manufacturing plants in Belton, Texas (collectively, the "Military Housing Assets"), to CMH
25 Manufacturing, Inc. (the "Purchaser") for the aggregate purchase price of \$4,500,000.00 in cash, plus
26 (i) Purchaser's agreement to relieve the Debtors of approximately \$4,000,000 of the Debtors' bonding
27 obligations relating to certain work in progress that Purchaser will complete, and (ii) Purchaser's
28 agreement to relieve the Debtors of significant warranty obligations with respect to completed

1 military housing projects, pursuant to the terms of the asset purchase agreement (the "Purchase
2 Agreement") attached as Exhibit A to the Motion. Other terms of the proposed transaction will result
3 in the immediate reduction of the Debtors' bonding obligations (and associated letters of credit) by an
4 additional \$15,000,000 such that the Debtors will have only \$6,000,000 of bonding obligations
5 remaining.

6 6. The Debtors are requesting approval of the sale of the Military Housing Assets free
7 and clear of liens, claims, interests and encumbrances. As described in detail in the Motion and the
8 declarations filed in support thereof, the Debtors have already engaged in an extensive marketing
9 process with respect to the Military Housing Assets, and Purchaser has presented the only viable
10 offer, which Debtors believe to be the highest and best offer available under the circumstances.
11 Purchaser's offer not only provides cash value to the estate, but also relieves the Debtors of
12 approximately \$19,000,000 of bonding and corresponding letter of credit obligations on a
13 considerably accelerated timeframe. The enormous benefits provided to the Debtors by the proposed
14 transaction are plain. However, it is clear to me that the parties must move extremely quickly in
15 order for the Debtors to capture those benefits and that an emergency hearing is therefore needed.

16 7. I believe that the relief requested in the Motion is immediately necessary to enable the
17 Debtors to maximize the value of the Military Housing Assets. Simply, for the reasons set forth
18 below, absent expedited completion of this sale, it is likely that the Debtors will realize only
19 liquidation value for the Military Housing Assets because, under current circumstances, they are
20 unable to provide the bonding that is required to perform military housing contracts and cannot
21 continue in the business. Furthermore, if the Debtors fail to complete this sale they will miss their
22 only opportunity to remove of \$19,000,000 of bonding and letter of credit obligations on an
23 accelerated basis. Conversely, by acting quickly the Debtors will be in a position to (i) sell their
24 Military Housing Business as a going concern, given the existence of the Fort Sam Houston III
25 Contract and Purchaser's willingness to take over performance thereof, and (ii) immediately shed
26 large and onerous bonding and L/C claims.

27 8. Any delays in completing the sale of the Military Housing Assets could completely
28 derail the sale process. I have been informed that Purchaser's offer for the Military Housing Assets is

1 contingent upon the Fort Sam Houston III Contract being in place. The Fort Sam Houston III
2 Contract, which is an essential part of the going concern value of the Military Housing Business, was
3 scheduled to begin production on or about May 26, 2009. Production has now been delayed pending
4 this hearing and given the lead time necessary to order materials following approval of the sale.
5 Absent either the Debtors' or Purchaser's prompt performance, the Fort Sam Houston III Contract is
6 likely to be sourced with another party and hence Clayton's interest in purchasing these assets will
7 evaporate. The Purchaser has therefore informed the Debtors that an immediate closing is critical to
8 consummation of the proposed sale. Unless the sale can be closed during the week of May 25, the
9 Debtor may lose the ability to cause the quick reduction in its bonding and outstanding secured debt.

10 9. For the reasons set forth herein, an emergency hearing regarding the Motion is
11 necessary.

12 I declare under penalty of perjury under the laws of the United States of America that the
13 foregoing is true and correct.

14 Executed on May 22, 2009.

15 /s/ Andrew M. Griffiths
16 Andrew M. Griffiths
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EXHIBIT C

1 CRAIG H. MILLET, SBN 106027, CMillet@gibsondunn.com
2 SOLMAZ KRAUS, SBN 223117, SKraus@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
4 3161 Michelson Drive
5 Irvine, California 92612-4412
6 Telephone: (949) 451-3800
7 Facsimile: (949) 451-4220

8 Attorneys for Debtors and Debtors in Possession

9 UNITED STATES BANKRUPTCY COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA
11 RIVERSIDE DIVISION

12 In re
13 FLEETWOOD ENTERPRISES, INC., et al.,
14 Debtors.

CASE NO. 09-14254-MJ

Chapter 11

[Jointly Administered]

**DECLARATION OF DAVID E. BURNS IN
SUPPORT OF MOTION OF DEBTORS FOR
AN ORDER (I) AUTHORIZING AND
APPROVING THE SALE OF MILITARY
HOUSING ASSETS FREE AND CLEAR OF
LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES; AND (II) GRANTING
RELATED RELIEF**

Hearing:

Date: May 27, 2009
Time: 1:30 p.m.
Place: Courtroom 302
3420 Twelfth Street
Riverside, CA 92501
Judge: Honorable Meredith A. Jury

23 I, David E. Burns, declare and state as follows:

24 1. I am a Principal with Greenhill & Co., LLC ("Greenhill"). Greenhill is currently
25 engaged as an advisor to Fleetwood Enterprises, Inc. and its affiliated debtors and debtors in
26 possession (the "Debtors"). As a result of my position, I have been involved in the Debtors' efforts to
27 generate capital by the sale of assets over the last few months.
28

1 2. I submit this Declaration in support of the Motion of Debtors For An Order (I)
2 Authorizing and Approving the Sale of Military Housing Assets Free and Clear of Liens, Claims,
3 Interests and Encumbrances; and (II) Granting Related Relief (the "Motion"). I am authorized to
4 submit this Declaration. All capitalized terms used and not otherwise defined in this declaration have
5 the same meanings given to them in the Motion.

6 3. Except as otherwise indicated, all statements in this Declaration are based on my
7 personal knowledge, my review of relevant documents or my opinion based upon my experience and
8 knowledge of the negotiations and transactions relating to the proposed sale of the assets at issue in
9 the Motion. If I were called upon to testify, I could and would testify to each of the facts set forth
10 herein based on such personal knowledge, review of the documents or opinion.

11 4. Upon its initial engagement by Fleetwood, Greenhill contemplated selling the Debtors'
12 businesses either as a single going concern or separated into its two main constituent segments:
13 Motor Homes and Manufactured Housing (including the Military Housing Assets), recognizing that
14 many buyers might have an interest in one but not both businesses.

15 5. As part of the sale process, Greenhill identified and contacted a range of potential
16 strategic and financial buyers of Fleetwood's assets and operations. Before the Debtors' sought
17 chapter 11 protection, Greenhill initially identified a core group of approximately 15 potential bidders
18 that it thought could move quickly to conduct preliminary diligence and submit preliminary
19 indications of interest before the Petition Date. Given the extreme difficulties in Fleetwood's
20 businesses and markets, the dislocation in the broader economy and financial markets and the limited
21 time-frame, the bidders we contacted either had limited interest or could not act quickly enough for
22 us to have identifiable bidders as of the Petition Date. Accordingly, following the Petition Date,
23 Greenhill expanded the universe of potential bidders it would contact.

24 6. To date, Greenhill has (a) contacted over 75 parties, (b) sent over 45 confidentiality
25 agreements ("CAs") and (c) executed over 25 CAs. All parties executing CAs have received non-
26 public information on Fleetwood's assets and operations, and 10 parties have met with management
27 and/or conducted site visits. Throughout, Greenhill has coordinated diligence between potential
28 buyers and Fleetwood and has provided guidance to potential bidders as to timing and process.

1 7. As the marketing process developed, Greenhill and Fleetwood's management noted
2 that a number of potential bidders for the Manufactured Housing business expressed reservations
3 about the amount of capital and level of collateral required to post and secure the performance bonds
4 required to operate the Military Housing Assets. Greenhill and management recognized that,
5 although the Military Housing Assets were profitable, including them as part of the Manufactured
6 Housing business might drive away potential buyers that lacked the capitalization needed to meet the
7 bonding requirements of the Military Housing Assets adequately.

8 8. In addition to the challenge presented by the bonding requirements and the need to
9 find a well-capitalized buyer, identifying possible buyers for the Military Housing Assets was further
10 complicated by the need to consider the commercial relationship that has been developed over time
11 between management of the Military Housing Assets and the prime contractors with which they do
12 business. Specifically, the Debtors' management believed that marketing the Military Housing Assets
13 to competitors of the prime contractors could jeopardize the business at a time when it was already
14 under strain due to the bankruptcy filing. As a result, Greenhill and Fleetwood management
15 concluded that, as a practical matter, the universe of potential buyers for the Military Housing Assets
16 was likely to be very limited.

17 9. At the same time, it became clear to Greenhill and management that, for the Military
18 Housing Assets to be in a position to bid on new contracts and to continue as a going concern,
19 executing a sale of the Military Housing Assets expeditiously was becoming increasingly urgent, and
20 that a separate sale may therefor be necessary as an alternative to a sale of the entire Manufactured
21 Housing business.

22 10. Before the Petition Date, representatives of Greenhill and Fleetwood had met with
23 representatives of the Purchaser to discuss the possibility of an acquisition by the Purchaser of the
24 entire Manufactured Housing business. While the Purchaser had determined that it would not pursue
25 the entire Manufactured Housing business, Fleetwood management was aware that the Purchaser
26 could be interested in acquiring the Military Housing Assets separately.

27 11. Accordingly, representatives of Fleetwood reinitiated contact with representatives of
28 the Purchaser to discuss a transaction involving the Military Housing Assets.

12. Following several weeks of due diligence, extensive negotiations among Fleetwood, the Purchaser, surety providers and the prime contractors with which the Military Housing Assets do business, Fleetwood and the Purchaser arrived at an agreement in principle that served as the basis for the proposed sale of the Military Housing Assets.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I executed this Declaration on May 22, 2009 at New York, New York.

/s/ David E. Burns
David E. Burns

EXHIBIT D

DECLARATION OF RICK BOYD

I, Rick Boyd, declare and state as follows:

1. I am the President of Manufacturing Operations of CMH Manufacturing, Inc. ("CMH"), a subsidiary of Clayton Homes, Inc. that is engaged in the business of producing manufactured and modular homes. I submit this Declaration in support of the Motion of Debtors for an Order (i) Authorizing and Approving the Sale of Military Housing Assets Free and Clear of Liens, Claims, Interests, and Encumbrances; and (ii) Granting Related Relief (the "Motion"). Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would competently testify thereto.

2. Fleetwood Enterprises, Inc. and one or more of its affiliated debtors and debtors-in-possession (collectively, the "Debtors") and CMH have negotiated and entered into a sale transaction whereby CMH would acquire certain assets related to the Debtors' business of designing, manufacturing, assembling, finishing, and selling large modular structures used for military housing by the U.S. Army through two plants located in Belton, Texas (the "Military Housing Assets"). In addition to the other terms and conditions set forth in the Asset Purchase Agreement ("APA") memorializing the transaction, CMH agreed to (1) pay the Debtors an aggregate of \$4.5 million in cash for the Military Housing Assets and (2) relieve the Debtors of approximately \$4.0 million of the Debtors' bonding obligations relating to certain work in progress that CMH will complete.

3. Time is of the essence in consummating the sale of the Military Housing Assets to CMH. Because of the existing productions schedules for current projects and future plans for upcoming projects—as well as certain bonding requirements that must be satisfied—it is imperative that the deal be consummated quickly to avoid a material reduction in the value from the acquisition of the Military Housing Assets. More specifically, the most critical asset of the deal from CMH's perspective is the acquisition of the new contract recently made available to the Debtors for an additional project at Fort Sam Houston (the

1 "Fort Sam Houston III Contract"). Absent a very rapid closing of the transaction, the Fort
2 Sam Houston III Contract would be significantly jeopardized because of the corresponding
3 delays to the production schedule. Hensel Phelps Construction Company ("HP") and The
4 Warrior Group ("Warrior")—the prime and intermediate contractors on the project,
5 respectively—have agreed to wait until May 29, 2009 before awarding the Fort Sam Houston
6 III Contract to another company. Moreover, Warrior has agreed to accept CMH as a party
7 who can perform the Fort Sam Houston III Contract. Therefore, if the new Fort Sam
8 Houston III Contract is lost due to any delay in consummating the sale of the Military
9 Housing Assets to CMH in this expedited fashion, the going-concern value of the business
10 will radically decline; as such, CMH would not be interested in consummating the sale along
11 the terms and conditions set forth in the APA absent certainty that it will be awarded the Fort
12 Sam Houston III Contract.

13 4. The acquisition of the Military Assets was negotiated without collusion, at
14 arms' length, and in good faith by CMH and the Debtors. CMH is not an insider of the
15 Debtors and has no reason to believe it received any special treatment during the course of
16 the Debtors' efforts to market the Military Housing Assets. As such, the final terms of the
17 APA and ancillary agreements related to the transaction are the result of the give-and-take
18 bargaining process between two independent parties.

19 5. CMH would not have entered into the APA if the sale of the Military Housing
20 Assets was not free and clear of all liens, claims, interests, and encumbrances. In analyzing
21 the acquisition, CMH determined that it was critical that the acquired assets be free and clear
22 of all liens, claims, interests, and encumbrances and, absent such certainty, would not have
23 moved forward with the transaction on the terms set forth in the APA.

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1 I declare under penalty of perjury under the laws of the United States of America that
2 the foregoing is true and correct to the best of my knowledge and that this declaration was
3 executed this 22nd day of May 2009 in Knoxville, Tennessee.

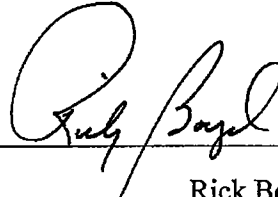
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7 Rick Boyd

EXHIBIT E

CRAIG H. MILLET, SBN 106027, CMillet@gibsondunn.com
SOLMAZ KRAUS, SBN 223117, SKraus@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
Irvine, California 92612-4412
Telephone: (949) 451-3800
Facsimile: (949) 451-4220

Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
RIVERSIDE DIVISION

In re
FLEETWOOD ENTERPRISES, INC., et al.,
Debtors.

CASE NO. 09-14254-MJ

Chapter 11

[Jointly Administered]

**DECLARATION OF LEONARD J. MCGILL
IN SUPPORT OF MOTION OF DEBTORS
FOR AN ORDER (I) AUTHORIZING AND
APPROVING THE SALE OF MILITARY
HOUSING ASSETS FREE AND CLEAR OF
LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES; AND (II) GRANTING
RELATED RELIEF**

Hearing:

Date: May 27, 2009

Time: 1:30 p.m.

Place: Courtroom 302

3420 Twelfth Street

Riverside, CA 92501

Judge: Honorable Meredith A. Jury

I, Leonard J. McGill, declare and state as follows:

1. I am the Senior Vice President of Corporate Development, General Counsel and Secretary for Fleetwood Enterprises, Inc., (together with its affiliated debtors and debtors in possession, the "Debtors" or "Fleetwood") and have held this position since October 2008. From April 2005 through September 2008, I held the position of Senior Vice President, General Counsel

1 and Secretary.. As a result of my position, I have been involved in Fleetwood's ongoing efforts to
2 obtain new financing, seek strategic relationships, to restructure the affairs of Fleetwood and to
3 otherwise generate capital by the sale of assets.

4 2. In my capacity as Senior Vice President of Corporate Development, General Counsel
5 and Secretary for Fleetwood Enterprises, Inc., I am familiar with the business operations of the
6 Debtors. In my position, I am also required to and have become generally familiar with the manner
7 in which the Debtors' documents, books and records are prepared and maintained. The Debtors
8 maintain records of all their transactions in the regular course of its business, and it is the regular
9 course of business to create and maintain such records.

10 3. I submit this Declaration in support of the Motion of Debtors For An Order (I)
11 Authorizing and Approving the Sale of Military Housing Assets Free and Clear of Liens, Claims,
12 Interests and Encumbrances; and (II) Granting Related Relief (the "Motion"). I am authorized to
13 submit this Declaration. All capitalized terms used and not otherwise defined in this declaration have
14 the same meaning given to them in the Motion.

15 4. Except as otherwise indicated, all statements in this Declaration are based on my
16 personal knowledge, my review of relevant documents or my opinion based upon my experience and
17 knowledge of the Debtors' business operations, financial condition and efforts to generate capital
18 through asset sales. If I were called upon to testify, I could and would testify to each of the facts set
19 forth herein based on such personal knowledge, review of the documents or opinion.

20 **THE PROPOSED SALE**

21 5. By the Motion, the Debtors are requesting permission to complete an immediate sale
22 of certain real property, buildings, equipment, intellectual property and other assets used in and
23 associated with the construction of modular military housing by the Debtors at their two
24 manufacturing plants in Belton, Texas (collectively, the "Military Housing Assets") to CMH
25 Manufacturing, Inc. (the "Purchaser") on an accelerated basis pursuant to the terms of an asset
26 purchase agreement (the "Purchase Agreement") previously entered into between Purchaser and the
27 Debtors. For the reasons set forth below, I believe that an immediate sale on the terms offered by the
28 Purchaser is necessary to maximize the value received for the Military Housing Assets.

THE MILITARY HOUSING BUSINESS

6. The Debtors' military housing business (the "Military Housing Business"), which does business under the name Trendsetter Homes, manufactures, assembles and finishes large modular structures used for military housing by the United States Army. The Debtors' military housing production facilities are located in Belton, TX, where Fleetwood maintains two (2) adjacent plants. One plant is currently operating and the other is idle, but is used as storage space. In addition to plant personnel, the Military Housing Business employs a small sales, engineering and management team.

7. The ultimate customer of the Military Housing Business is the United States government through the Army Corps of Engineers. Contracts are awarded to a prime contractor -- recent contracts are with Hensel Phelps Construction Company ("HP") -- which usually contracts with an intermediate contractor. The intermediate contractor, typically a small business, minority-owned organization, contracts directly with the Debtors for specific work required. Recent contracts are with The Warrior Group ("Warrior").

8. Military housing contracts typically have 3 phases: (i) production of modular units, (ii) site assembly, and (iii) final fit and finish plus any warranty work. The modular units produced by Fleetwood in its plant are then assembled on site into a multi story housing complex of considerable size and complexity. Fit and finish may be performed as much as a year after production is complete.

9. As is typical on large construction projects, the award of any military housing contract to Fleetwood is conditioned upon bonding of the Fleetwood's performance and the Debtors are required to provide supply, price and performance bonding throughout the life of each project. The Debtors currently have \$25,114,836 in bonding outstanding on projects with HP. The bonding is further supported by letters of credit in approximately the same aggregate amount. The bonds are supported by letters of credit issued by Debtors' Prepetition Secured Lenders at the rate of 100%. Outstanding Letters of credit supporting bonding on military housing projects are secured by the Debtors' assets and represent about 45% of the Debtors' total secured obligations to the Debtors' Prepetition Secured Lenders under the prepetition Secured Credit Facility.

1 10. The existing bonding primarily relates to two projects—Fort Bliss and Fort Sam
2 Houston. The Fort Sam Houston project consists of multiple phases. Production of the most recent
3 Fort Sam Houston contract was completed in March 2009, but fit and finish on the remaining phases
4 will not be completed until some time prior to March 2010. The contract at Fort Bliss will complete
5 production in May 2009, with remaining work on fit and finish to be completed some time prior to
6 November 2009. The bonds securing performance for each of those contracts will be released upon
7 completion of the respective projects. Although profitable, financial limitations on Fleetwood's
8 ability to obtain additional bonding has restricted Fleetwood's ability to expand its military housing
9 business.

10 **THE FORT SAM HOUSTON III CONTRACT**

11 11. In addition to the ongoing projects described above, the Debtors have received a letter
12 of intent awarding it the new Fort Sam Houston III Contract provided the Fleetwood can meet
13 bonding requirements. Under the Fort Sam Houston III Contract, production of an additional phase
14 of housing at Fort Sam Houston is scheduled to begin on May 26, 2009. Under current
15 circumstances, the Debtors lack additional bonding capacity and therefore cannot accept, execute or
16 perform this contract independently. However, if the Military Housing Business can be sold as a
17 going concern with the Fort Sam Houston III Contract in place, then Fleetwood can enhance the
18 value received for the Military Housing Business. If the Business can not be sold with the Sam
19 Houston III Contract in place, the Military Housing Business has little value as a going concern and
20 the Military Housing Assets, in my judgment, must then be liquidated.

21 12. I understand that the Purchaser proposes to purchase the Military Housing Business,
22 provided that the Fort Sam Houston III contract is included in the transaction. If this transaction
23 cannot be completed, I believe the Debtors will be forced to close the Belton, TX plants at the end of
24 May, dismantle the business and sell the related real estate. I also believe that the individual plant
25 assets will have far less value than a complete, "going concern" Military Housing Business with a
26 significant contract in place.

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17. In addition to the foregoing, the Purchaser will pay \$4.5 million cash which includes a \$1 million reduction taken in exchange for the Purchaser's assumption of Fleetwood's warranty obligations as to existing military housing contracts, which, in turn, allowed for a reduction in outstanding bonding obligations.

19. Based on the foregoing, I believe there are ample business justifications for completing the proposed sale of the Military Housing Assets on the terms that have been negotiated with Purchaser. This sale to Purchaser is in the best interests of the Debtors' estates and should be approved.

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21. Although not required to do so, I understand that the Purchaser intends to employ the majority of those employed at the Belton, Texas plant. However, no officer or other insider of the Debtors will receive employment with Purchaser as a result of the proposed sale.

/s/ Leonard J. McGill
Leonard J. McGill

EXHIBIT F

1 CRAIG H. MILLET, SBN 106027, CMillet@gibsondunn.com
2 SOLMAZ KRAUS, SBN 223117, SKraus@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
4 Irvine, California 92612-4412
Telephone: (949) 451-3800
Facsimile: (949) 451-4220

5 Attorneys for Debtors and Debtors in Possession

6
7 UNITED STATES BANKRUPTCY COURT
8 FOR THE CENTRAL DISTRICT OF CALIFORNIA
9 RIVERSIDE DIVISION
10

11 In re
12 FLEETWOOD ENTERPRISES, INC., et al.,
13 Debtors.
14

CASE NO. 09-14254-MJ

Chapter 11

[Jointly Administered]

15 **ORDER (I) AUTHORIZING AND**
16 **APPROVING THE SALE OF MILITARY**
17 **HOUSING ASSETS FREE AND CLEAR OF**
LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES; AND (II) GRANTING
RELATED RELIEF

18 **Hearing:**

19 Date: May 27, 2009

Time: 1:30 p.m.

20 Place: Courtroom 302
3420 Twelfth Street
Riverside, CA 92501

21 Judge: Honorable Meredith A. Jury

22 Upon consideration of the motion (the "Motion") of Fleetwood Enterprises, Inc. and its
23 affiliated debtors and debtors in possession (collectively, the "Debtors"), pursuant to sections 105 and
24 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") and Rule
25 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for an order
26 authorizing the Debtors to sell certain assets related to their Military Housing Business (the "Military
27 Housing Assets") to CMH Manufacturing, Inc. (the "Purchaser") free and clear of liens, claims,
28 interests and encumbrances pursuant to the terms of the asset purchase agreement attached Exhibit A

1 to this Order (the "Purchase Agreement"); and upon consideration of the Exhibits to the Motion, and
2 the authorities set forth and arguments made in the Motion; and the Court having jurisdiction to
3 consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334;
4 and consideration of the Motion and the relief requested therein being a core proceeding pursuant to
5 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and
6 1409; and the Court having determined that the relief sought in the Motion is in the best interests of
7 the Debtors, their creditors and all parties in interest; and the Court having determined that the legal
8 and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon
9 the record of the hearing held regarding the sale (the "Sale Hearing"); and after due deliberation and
10 sufficient cause appearing therefor,

11 **IT IS HEREBY FOUND AND DETERMINED THAT:**

12 A. The findings and conclusions set forth herein constitute the Court's findings of fact
13 and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding
14 pursuant to Bankruptcy Rule 9014.

15 B. To the extent any of the following findings of fact constitute conclusions of law, they
16 are adopted as such. To the extent any of the following conclusions of law constitute findings of fact,
17 they are adopted as such. All capitalized terms used but not defined herein shall have the meanings
18 ascribed to such terms in the Motion.

19 C. Proper, timely, adequate and sufficient notice of the Motion and the Sale Hearing has
20 been provided to all parties entitled thereto in accordance with section 363 of the Bankruptcy Code,
21 Bankruptcy Rules 2002, 6004, 9006, 9007, and 9014, the local rules of this Court, and the procedural
22 due process requirements of the United States Constitution. No other or further notice of the Motion
23 or the Sale Hearing is or was necessary.

24 D. A reasonable opportunity to object or be heard regarding the requested relief has been
25 afforded to all interested persons and entities, including, without limitation, (i) all entities who may
26 claim any interest in or lien upon the Military Housing Assets; (ii) all parties who filed requests for
27 notice or were entitled to notice under Bankruptcy Rule 2002; (iii) the Office of the United States
28 Trustee; and (iv) the Official Committee of Creditors Holding Unsecured Claims.

1 E. The Motion was duly and properly served on all required persons and entities.

2 F. Pursuant to the terms of the Interim DIP Order and the Debtors' authorization to use
3 cash collateral, the Debtors are permitted to sell the Military Housing Assets free and clear of liens
4 held by Bank of America, N.A. ("BofA"), and BofA has therefore consented to the sale of the
5 Military Housing Assets pursuant to section 363(f)(2).

6 G. BofA has been served with a copy of the Motion, has lodged no objection thereto, and
7 is therefore deemed to consent to the relief sought therein.

8 H. The Debtors have demonstrated a sufficient basis for authorizing the Debtors to sell
9 the Military Housing Assets under section 363 of the Bankruptcy Code, and the sale of the Military
10 Housing Assets to Purchaser is an appropriate exercise of the Debtors' business judgment and is in
11 the best interests of the Debtors and their estates.

12 I. The Debtors have advanced sound business reasons justifying their entering into the
13 Purchase Agreement and selling the Military Housing Assets. It is a reasonable exercise of the
14 Debtors' business judgment to sell the Military Housing Assets and to execute and deliver the
15 Purchase Agreement and all related documents to Purchaser.

16 J. As described in the Motion, the Debtors have conducted a marketing process of the
17 Military Housing Assets and through such marketing process, the Debtors have afforded interested
18 potential purchasers a full, fair and reasonable opportunity to make a higher or otherwise better offer
19 to purchase the Military Housing Assets. No other bids have been submitted.

20 K. The offer of Purchaser to purchase the Military Housing Assets is the best offer
21 received by the Debtors, and the aggregate purchase price stated on the record of the Sale Hearing
22 and reflected in the Purchase Agreement is fair and constitutes full and adequate consideration and
23 reasonably equivalent value for the Military Housing Assets under the Bankruptcy Code and Uniform
24 Fraudulent Conveyance Act, as well as fair value for the Military Housing Assets under the Uniform
25 Fraudulent Transfer Act. The terms and conditions of the Purchase Agreement are fair and
26 reasonable, and the transactions contemplated by the Purchase Agreement are in the best interest of
27 the Debtors' estates.

1 L. Purchaser is not an insider of the Debtors, as the term "insider" is defined in section
2 101(31) of the Bankruptcy Code. Purchaser is a purchaser in good faith, as that term is used in the
3 Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) of
4 the Bankruptcy Code with respect to its purchase of the Military Housing Assets.

5 M. The Purchase Agreement was negotiated and entered into in good faith, based upon
6 arm's length bargaining and without collusion. Neither the Debtors nor Purchaser have engaged in
7 any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause
8 the application of section 363(n) of the Bankruptcy Code.

9 N. Purchaser would not have entered into the Purchase Agreement if the sale of the
10 Military Housing Assets to Purchaser thereunder was not free and clear of all liens, claims, interests
11 and encumbrances. A sale of the Military Housing Assets other than one free and clear of all liens,
12 claims, interests and encumbrances would adversely impact the Debtors' estates, and would yield
13 substantially less value of the Debtors' estates, with less certainty for the sale. Therefore, the sale
14 contemplated by the Purchase Agreement is in the best interests of the Debtors, their estates and
15 creditors, and all other parties in interest.

16 O. The Debtors may sell the Military Housing Assets free and clear of all liens, claims,
17 interests and encumbrances because, with respect to each creditor asserting a lien, claim or interest,
18 one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been
19 satisfied. Those holders of liens, claims or interests who did not object or who withdrew their
20 objections to the Motion are deemed to have consented to the Motion pursuant to section 363(f)(2) of
21 the Bankruptcy Code. Those holders of liens, claims or interests who did object fall within one or
22 more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected
23 by having their liens, claims or interests attach to the cash proceeds of the sale ultimately attributable
24 to the property against or in which they assert a lien, claim or interest with the same rights and
25 priorities that they held against the Military Housing Assets.

26 P. The Debtors have full power and authority to execute the Purchase Agreement and all
27 other documents contemplated thereby, and no further authority is necessary to complete the sale of
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1 the Military Housing Assets and to consummate the transactions contemplated by the Purchase
2 Agreement.

3 Q. The transfer of the Military Housing Assets from the Debtors to Purchaser is a legal,
4 valid and effective transfer of the Military Housing Assets notwithstanding any requirement for
5 approval or consent by any person. Accordingly, the transfer of the Military Housing Assets will vest
6 Purchaser with all right, title and interest of the Debtors to the Military Housing Assets free and clear
7 of all liens, claims, interests and encumbrances, including but not limited to all claims arising under
8 doctrines of successor liability.

9 R. Time is of the essence in consummating the sale of the Military Housing Assets to
10 Purchaser. Therefore, to maximize the value of the Debtors' assets, it is essential that the sale of the
11 Military Housing Assets occur within the time constraints set forth in the Purchase Agreement.
12 Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004 and 6006 to
13 allow immediate enforcement of this Order upon entry.

14 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**
15 **THAT:**

16 1. Subject to the terms of this Order, the relief requested in the Motion is granted in its
17 entirety.

18 2. The Purchase Agreement, in the form attached as Exhibit A to this Order, and the
19 transactions contemplated thereby, are approved, and the Debtors are authorized, empowered and
20 directed to enter into, and to perform their obligations under, the Purchase Agreement and to execute
21 and perform such other agreements or documents, including any ancillary agreements, and take such
22 other actions as are necessary, desirable or reasonably requested by Purchaser to effectuate the terms
23 of the Purchase Agreement. For the avoidance of doubt, the parties shall have no obligation to
24 proceed with the Closing of the sale until all conditions precedent to their obligations to do so that are
25 set forth in Sections 5 and 6 of the Purchase Agreement have been met, satisfied or waived.

26 3. All objections, responses, and requests for continuance concerning the Motion are
27 resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing.
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1 To the extent any such objection, response or request for continuance was not otherwise withdrawn,
2 waived, or settled, it, and all reservations and rights contained therein, is overruled and denied.

3 4. The Debtors shall be, and hereby are, authorized, empowered and directed pursuant to
4 section 363(b) of the Bankruptcy Code, to sell the Military Housing Assets to Purchaser upon
5 completion of all other deliveries and satisfaction of all conditions provided for under the Purchase
6 Agreement. Pursuant to section 363(f) of the Bankruptcy Code, the sale of the Military Housing
7 Assets shall be free and clear of any and all liens, claims, interests and encumbrances, whether
8 secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or
9 unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured
10 or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent
11 to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise.

12 5. On the Closing Date (as such term is defined in the Purchase Agreement), each of the
13 Debtor's creditors is authorized and directed to execute such documents and take all other actions as
14 may be necessary to release any encumbrances of any kind against the Military Housing Assets, as
15 such encumbrances may have been recorded or may otherwise exist. If any person or entity that has
16 filed financing statements or other documents or agreements evidencing encumbrances on the
17 Military Housing Assets shall not have delivered to the Debtors prior to the Closing Date, in proper
18 form for filing and executed by the appropriate parties, termination statements, instruments of
19 satisfaction, releases of all liens or other interests which the person or entity has with respect to the
20 Military Housing Assets, the Debtors are hereby authorized and directed to execute and file such
21 statements, instruments, releases and other documents on behalf of the person or entity with respect
22 to such Military Housing Assets immediately prior to the Closing Date.

23 6. This Order shall be binding upon and govern the acts of all persons and entities,
24 including without limitation, all filing agents, recording agencies, title companies, administrative
25 agencies or units, governmental departments or units, state and local officials, secretaries of state and
26 all other persons and entities who may be required by operation of law to accept, file, register or
27 otherwise record or release any documents or instruments. All such entities described above in this
28 Paragraph 6 are specifically directed, without further order of this Court, to take those actions

1 necessary to remove all liens against the Military Housing Assets from their records, official or
2 otherwise.

3 7. Subject to the satisfaction of all conditions and the completion of all deliveries
4 required under the Purchase Agreement, effective as of the Closing Date, the sale of the Military
5 Housing Assets by the Debtors to Purchaser shall constitute a legal, valid and effective transfer of the
6 Military Housing Assets notwithstanding any requirement for approval or consent by any person and
7 shall vest Purchaser with all right, title and interest of the Debtors in and to the Military Housing
8 Assets, free and clear of all encumbrances.

9 8. All persons or entities, presently or on or after the Closing Date in possession of some
10 or all of the Military Housing Assets are directed to surrender possession of the Military Housing
11 Assets to Purchaser on such Closing Date or at such time thereafter as Purchaser may request.

12 9. The consideration provided by Purchaser with regard to the sale of the Military
13 Housing Assets under the Purchase Agreement shall constitute a transfer for reasonably equivalent
14 value and fair consideration under the Bankruptcy Code and all applicable law, and the sale may not
15 be avoided, or costs or damages imposed or awarded, under section 363(n), or any other provision, of
16 the Bankruptcy Code.

17 10. The purchase price of the Military Housing Assets shall be satisfied in cash and by
18 reduction of the Debtors' bonding obligations pursuant to the terms of the Purchase Agreement, and
19 shall not be subject to setoff or any other reduction on the basis of any prepetition or postpetition
20 claim that Purchaser may assert against any of the Debtors.

21 11. Purchaser is a purchaser in "good faith" of the Military Housing Assets under the
22 Purchase Agreement as that term is used in section 363(m) of the Bankruptcy Code and is hereby
23 granted and is entitled to all of the protections provided to a good-faith purchaser under section
24 363(m) of the Bankruptcy Code.

25 12. In the absence of any entity obtaining a stay pending appeal, if the Debtors and
26 Purchaser close under the Purchase Agreement, Purchaser shall be deemed to be acting in "good
27 faith" and shall be entitled to the protection of section 363(m) of the Bankruptcy Code as to all
28 aspects of the transactions pursuant to the Purchase Agreement. Accordingly, the reversal or

1 modification on appeal of the authorization provided herein to consummate the sale of the Military
2 Housing Assets shall not affect the validity of the sale, unless such authorization is duly stayed
3 pending appeal.

4 13. This Order and the Purchase Agreement shall be binding upon, and shall inure to the
5 benefit of the Debtors, the Purchaser, and their respective successors and assigns, including, without
6 limitation, any chapter 11 trustee hereinafter appointed for any of the Debtors' estates or any trustee
7 appointed in a chapter 7 case if any of these cases is converted from chapter 11.

8 14. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order
9 and the Purchase Agreement, to resolve any dispute concerning this Order, the Purchase Agreement,
10 or the rights and duties of the parties hereunder or thereunder or any issues relating to the Purchase
11 Agreement, any related agreements and this Order, including, but not limited to, the interpretation of
12 the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Military
13 Housing Assets, and all issues and disputes arising in connection with the relief authorized herein
14 including without limitation any claim that this order does not bar claims against the Military
15 Housing Assets or against Purchaser as a result of its purchase of the Military Housing Assets.

16 15. The provisions of this Order are nonseverable and mutually dependent.

17 16. The Debtors and Purchaser are hereby authorized, empowered and directed to take all
18 actions and execute and deliver any and all documents and instruments that either the Debtors or
19 Purchaser deem necessary or appropriate to implement and effectuate the terms of the Purchase
20 Agreement and this Order. The Fleetwood Subsidiaries and each other person having duties or
21 responsibilities under the Purchase Agreement, any agreements related thereto or this Order, and their
22 respective officers, agents, trustees, representatives, and attorneys, are authorized, empowered and
23 directed, subject to the terms and conditions contained in the Purchase Agreement, to carry out all of
24 the provisions of the Purchase Agreement and any related agreements; to issue, execute, deliver, file,
25 and record, as appropriate, the documents evidencing and consummating the Purchase Agreement,
26 and any related agreements; to take any and all actions contemplated by the Purchase Agreement, any
27 related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such
28 other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases,

1 or other agreements or documents and to perform such other acts and execute and deliver such other
2 documents, as are consistent with, and necessary or appropriate to implement, effectuate, and
3 consummate, the Purchase Agreement, any related agreements and this Order and the transactions
4 contemplated thereby and hereby, all without further application to, or order of, the Court. All such
5 additional agreements, documents, and instruments shall be deemed to be "related agreements" for
6 purposes of this Order. The Fleetwood Subsidiaries are further authorized, empowered and directed
7 to cause to be filed with the secretary of state of any state or other applicable officials of any
8 applicable governmental units any and all certificates, agreements, or amendments necessary or
9 appropriate to effectuate the transactions contemplated by the Purchase Agreement, any related
10 agreements and this Order. The execution of any such document or the taking of any such action
11 shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.
12 Purchaser is hereby authorized in connection with the consummation of the sale to allocate the
13 Military Housing Assets under the Purchase Agreement among its affiliates, designees, assignees
14 and/or successors in a manner as it in its sole discretion deems appropriate and to assign, sublease,
15 sublicense, transfer or otherwise dispose of any of the Military Housing Assets under the Purchase
16 Agreement to its affiliates, designees, assignees and/or successors with all of the rights and
17 protections accorded under this Order and the Purchase Agreement. The Debtors shall cooperate
18 with and take all actions reasonably requested by Purchaser to effectuate anything stated in the
19 foregoing sentence. Without limiting the generality of the foregoing, this Order shall constitute all
20 approvals and consents, if any, required by all applicable business corporation, trust, and other laws
21 of the applicable governmental units with respect to the implementation and consummation of the
22 Purchase Agreement, any related agreements and this Order, and the transactions contemplated
23 thereby and hereby.

24 17. In accordance with the terms of the Purchase Agreement, within thirty days after the
25 Closing Date, Purchaser may, in its discretion by giving written notice to Debtors, designate any contract listed
26 on Schedule 1.1(a) of the Purchase Agreement as an Assumed Contract, and Debtors shall seek to transfer
27 and assign such Assumed Contracts pursuant to section 365 of the Bankruptcy Code, and, in connection with
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1 such assignment, Sellers shall provide for cure of all non-monetary and monetary defaults arising from such
2 Assumed Contract to the extent required by section 365(b) of the Bankruptcy Code.

3 18. Upon the Closing, and except as otherwise expressly provided in the Purchase
4 Agreement, Purchaser shall not be liable for any claims against, and liabilities and obligations of the
5 Debtors or any of the Debtors' predecessors or affiliates, including, without limitation, for tax or
6 environmental liabilities. Without limiting the generality of the foregoing, (a) Purchaser shall have
7 no liability or obligation in respect of any collective bargaining agreement, employee pension plan,
8 employee health plan, employee retention program, employee incentive program or any other similar
9 agreement, plan or program to which any Debtor is a party (including, without limitation, liabilities
10 or obligations arising from or related to the rejection or other termination of any such plan, program
11 agreement or benefit), (b) Purchaser shall in no way be deemed a party to or assignee of any such
12 employee benefit agreement, plan or program, and (c) all parties to any such employee benefit
13 agreement, plan or program shall be enjoined from asserting against Purchaser any claims arising
14 from or relating to such employee benefit agreement, plan or program.

15 19. Purchaser shall not be deemed a successor of or to the Debtors or the Debtors' estates
16 with respect to any liens, claims, interests and encumbrances against the Debtors or the Military
17 Housing Assets. Purchaser shall not be liable in any way for any such liens, claims, interests and
18 encumbrances. Upon the Closing of the sale, all creditors, employees and equityholders of the
19 Debtors are permanently and forever barred, restrained and enjoined from (a) asserting any claims or
20 enforcing any remedies, or commencing or continuing in any manner or other proceeding of any
21 kind, against Purchaser or the Military Housing Assets, on account of any of liens, claims, interests
22 and encumbrances, or (b) asserting any claims or enforcing any remedies under any theory of
23 successor liability, *de facto* merger or substantial continuity.

24 20. Any and all Military Housing Assets in the possession or control of any person or
25 entity, including, without limitation, any former vendor, supplier or employee of the Debtors, shall be
26 transferred to Purchaser free and clear of liens, claims, interests and encumbrances.

27 21. Notwithstanding the provisions of Rules 6004 and 6006 of the Federal Rules of
28 Bankruptcy Procedure and any other provision of the Bankruptcy Code or Bankruptcy Rules, this

1 Order shall not be stayed and the provisions of this Order shall become effective immediately upon
2 entry.

3 22. Local Rule 6004-1(g) of the Local Bankruptcy Rules for the United States Bankruptcy
4 Court of the Central District of California, which requires a report of sale to be filed and served
5 within 20 days after the date of the sale of any property not in the ordinary course of business, is
6 hereby waived.

7 23. Nothing in this Order purports to excuse Purchaser or any other person or entity from
8 compliance with any and all applicable state and federal regulatory laws.

9 24. Any and all creditors of the Debtors shall be barred, estopped and enjoined from
10 taking any action of any kind against Purchaser or the Military Housing Assets on account of any
11 claim against any Debtor or any of the Military Housing Assets.

12 25. The Purchase Agreement and any ancillary agreements may be waived, modified,
13 amended, or supplemented by agreement of the Fleetwood Subsidiaries and Purchaser without further
14 action of the Court; *provided, however*, that any such waiver, modification, amendment, or
15 supplement is not material and substantially conforms to and effectuates the Purchase Agreement.

16 26. The failure specifically to include any particular provisions of the Purchase Agreement
17 or any related agreements in this Order shall not diminish or impair the effectiveness of such
18 provisions, it being the intent of the Court, the Debtors and Purchaser that the Purchase Agreement
19 and any related agreements are authorized and approved in their entirety with such amendments
20 thereto as may be made by the parties in accordance with this Order prior to Closing.

21 27. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any
22 way to the transaction contemplated by the Purchase Agreement.

23 28. To the extent any provisions of this Order conflict with the terms and conditions of the
24 Purchase Agreement, this Order shall govern and control.

25 29. The Court retains jurisdiction, even after the closing of these chapter 11 cases, to (1)
26 interpret, implement and enforce the terms and provisions of this Order and the terms of the Purchase
27 Agreement, all amendments thereto and any waivers and consents thereunder; (2) protect Purchaser,
28 or any of the Military Housing Assets, from and against any liens, claims, interests and

1 encumbrances; (3) compel delivery of all Military Housing Assets to Purchaser; and (4) resolve any
2 disputes arising under or related to the Purchase Agreement or Purchaser's peaceful use and
3 enjoyment of the Military Housing Assets.

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In re:	CHAPTER	11
Fleetwood Enterprises, Inc. Debtors:	CASE NUMBER	09-14254-MJ

SERVICE LIST FOR THE ENTERED ORDER

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled **ORDER (I) AUTHORIZING AND APPROVING THE SALE OF MILITARY HOUSING ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; AND (II) GRANTING RELATED RELIEF** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

I. **SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of (*insert date of service*), the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below:

Andrew K Alper on behalf of Creditor GE Commercial Distribution Finance Corporation and GELCO Corporation dba GE Capital Fleet Services
aalper@frandzel.com, efiling@frandzel.com;ekidder@frandzel.com

Hilary L Barnes on behalf of Interested Party Courtesy NEF
hilary.barnes@quarles.com, sybil.aytch@quarles.com

John J Bingham on behalf of Interested Party Courtesy NEF
jbingham@dgd.com

Mark S Blackman on behalf of Creditor 21st Mortgage Corporation
MBlackman@AlpertBarr.Com

Timothy Bortz on behalf of Creditor Timothy Bortz
tbortz@state.pa.us

John A Boyd on behalf of Interested Party Courtesy NEF
fednotice@tclaw.net

Louis J Cisz on behalf of Creditor California Self-Insurers' Security Fund
lcisz@nixonpeabody.com

Peter A Davidson on behalf of Plaintiff Alicia Rice
pdavidson@ecjlaw.com

Matthew B George on behalf of Creditor Ronald Doud
mbg@girardgibbs.com

Jeffrey T Gwynn on behalf of Creditor Dave Carter & Associates, Inc.
jgwynn@gwynn-law.com

Mark D Houle on behalf of Interested Party New York Mellon Trust Co., N.A.
mark.houle@pillsburylaw.com

1 Paul Jasper on behalf of Creditor Deutsche Bank Trust Company Americas
pjasper@dl.com

2 Yale K Kim on behalf of Creditor Whippoorwill Associates, Inc.
ykim@allenmatkins.com

3 Solmaz Kraus on behalf of Debtor Fleetwood Enterprises, Inc.
skraus@gibsondunn.com, skraus@gibsondunn.com

4 Mary D Lane on behalf of Creditor Committee Official Committee of Creditors Holding Unsecured Claims
mlane@pszjlaw.com

5 Daniel C Lapidus on behalf of Plaintiff Robert Myers
dan@lapiduslaw.com

6 Matthew A Lesnick on behalf of Creditor AT&T Capital Services Inc.
matt@lesnicklaw.com

7 Elizabeth A Lossing on behalf of U.S. Trustee United States Trustee (RS)
elizabeth.lossing@usdoj.gov

8 Gregory O Lunt on behalf of Creditor Bank of America, N.A.
gregory.lunt@lw.com

9 David W. Meadows on behalf of Creditor American Electric Power
david@davidwmeadowslaw.com

10 Craig Millet on behalf of Debtor Continental Lumber Products, Inc.
cmillet@gibsondunn.com, pcrawford@gibsondunn.com;cmillet@gibsondunn.com

11 Byron Z Moldo on behalf of Plaintiff Alicia Rice
bmoldo@ecjlaw.com, tmelendez@ecjlaw.com

12 C Daniel Motsinger on behalf of Creditor ProLiance Energy, LLC
cmotsinger@kdlegal.com

13 Leo D Plotkin on behalf of Creditor Textron Financial Corporation
lplotkin@lsl-la.com

14 Kimberly A Posin on behalf of Creditor Latham & Watkins LLP
kim.posin@lw.com

15 Samuel Price on behalf of Creditor National General Assurance Company
sprice@donahoeyoung.com

16 Hamid R Rafatjoo on behalf of Creditor Committee Official Committee of Creditors Holding Unsecured Claims
hrafatjoo@pszjlaw.com, hrafatjoo@pszjlaw.com

17 Michael Reed on behalf of Creditor Bell County TAD, et al
kmorris@mvbalaw.com, dgibson@mvbalaw.com;dgoff@mvbalaw.com

18 Martha E Romero on behalf of Creditor c/o Martha E. Romero Texas Taxing Authorities
Romero@mromerolawfirm.com

19 Mark C Schnitzer on behalf of Attorney Mark Schnitzer
mschnitzer@rhlaw.com

1 United States Trustee (RS)
2 ustpreion16.rs.ecf@usdoj.gov

3 Anne A Uyeda on behalf of Debtor Fleetwood Enterprises, Inc.
4 auyeda@gibsondunn.com

5 Michael D Warner on behalf of Creditor IDG USA LLC d/b/a Boring-Smith an Industrial Distribution Group, Inc.
6 Company
7 echou@warnerstevens.com

8 Martha A Warriner on behalf of Creditor Esco Industries, Inc.
9 mwarriner@rhlaw.com

10 Sharon Z Weiss on behalf of Creditor LazyDays RV Supercenter, Inc.
11 sweiss@richardsonpatel.com

12 Elizabeth Weller on behalf of Creditor Dallas County - Tarrant County
13 dallas.bankruptcy@publicans.com

14 Rebecca J Winthrop on behalf of Creditor Westchester Fire Insurance Company
15 winthropr@ballardspahr.com

16 ☐ Service information continued on attached page

17 II. **SERVED BY THE COURT VIA U.S. MAIL:** A copy of this notice and a true copy of this judgment or order
18 was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es)
19 indicated below:

20 ☐ Service information continued on attached page

21 III. **TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or
22 order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an
23 "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered
24 order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email
25 address(es) indicated below:

26 Available upon request to Claims Noticing Agent, FleetwoodInfo@kccllc.com