EXHIBIT A

MAR. 17. 2003 4:41PM 3366643224 NO. 9865 P. 2 Case 02-13396-PJW Doc 697-1 Filed 02/27/03 Entered 02/27/03 18:26:10 Desc Exhibit A Page 2 of 2

EXCLUSIVE SALES AGREEMENT

AGREEMENT by and between Brandon Christie (seller agent), 1154 South Hawthorne Road, Winston-Salem, NC 27103 ("Seller") and Oakwood Homes Corporation ("Owner") whereby Owner agrees Seller has the exclusive license and right to sell the following aircraft (the "Aircraft"):

Aircraft Manufacturer: 1977 King Air Model: E-90 Registration Number: N860MH Serial Number: LW-210

Owner expressly agrees that Seller shall have the exclusive license and right to sell the Aircraft upon the terms and conditions set forth hereinafter:

- 1. Owner agrees to pay Seller upon sale of the Aircraft a sales commission of \$25,000
- 2. Owner agrees that the sales commission due Seller will be retained by Seller from the total sales price and due to Seller at the time of the Aircraft Sale Closing.
- 3. Owner agrees that Seller will offer the Aircraft for sale at a sales price of redacted which is higher than the minimum sales price as set forth in paragraph 4 and will make every effort to get the higher price.
- 4. The minimum sales price of the Aircraft acceptable to Owner is \$ [redacted]
- 5. Owner may accept a sales price less than the minimum sales price stated in paragraph 3 hereof, solely at Owner's option as negotiated with Seller.
- 6. Owner covenants that it will assure clear title of the Aircraft at the time of the Aircraft Sale Closing and there are no lien(s) on the Aircraft.
- 7. Seller agrees to advertise and market the aircraft as well as help in the contracts and negotiations. Owner continues to be responsible for maintenance, insurance and all demonstration cost. Every effort will be made with the owner's best interest in mind; however, there are no guarantees. The agent is not assuming any of the liabilities of aircraft ownership in this sales transaction, but only acting as Owner's agent in his best interest.
- 8. The term of this Agreement shall start from the date of execution by both parties and continue for 90 days, with a review every 30 days.

This the 22nd day of January 200

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Accepted by Seller:	Owner: OAKWOOD HOMES CORPORATION
	By: White
	Title: EUP
	Address 7800 McCloud Road, P O Box 27081
Brandon Christie (Agent)	Greensboro, NC 27425-7081
	Phone Number: 336-664-2400 Fax 336-664-276