

**REQUEST FOR ADMISSION NO. 4:**

You never filed a fee application seeking Court approval of expenses as required by the Initial Agreement and in the form required by the Office of the U.S. Trustee.

**REQUEST FOR ADMISSION NO. 5:**

You never filed an application as required by the Initial Agreement seeking final allowance of its fees and costs.

**REQUEST FOR ADMISSION NO. 6:**

The Initial Agreement sets forth the entire agreement between the parties and supercedes any and all prior agreements, whether written or oral.

**REQUEST FOR ADMISSION NO. 7:**

The Initial Agreement provides that the failure of either party to insist or enforce strict performance by the other party or to exercise any right will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance.

**REQUEST FOR ADMISSION NO. 8:**

The Initial Agreement provides that no change, amendment or modification will be valid unless set forth in a writing signed by the party subject to enforcement of such amendment.

**REQUEST FOR ADMISSION NO. 9:**

CLI was not represented by outside counsel in connection with the negotiation of the Initial Agreement.

**REQUEST FOR ADMISSION NO. 10:**

The Initial Agreement never was amended or modified.

**REQUEST FOR ADMISSION NO. 11:**

On June 15, 2001, CLI and the Debtors entered into the Supplemental Agreement. Admit that **Exhibit B** hereto is a true and correct copy of the Supplemental Agreement.

**REQUEST FOR ADMISSION NO. 12:**

For Additional Service A (as defined in the Supplemental Agreement), the Supplemental Agreement provides that the Debtor shall pay a flat fee to CLI of \$200,000.00.

**REQUEST FOR ADMISSION NO. 13:**

CLI received payment of the \$200,000.00 pursuant to the Supplemental Agreement for performing Additional Services A.

**REQUEST FOR ADMISSION NO. 14:**

The Supplemental Agreement provides that all payroll and benefit expenses for CLI's employees shall be paid by CLI and shall not constitute expenses.

**REQUEST FOR ADMISSION NO. 15:**

Neither the Debtors nor the Committee requested CLI to provide any additional personnel beyond the personnel described in 4(a)(i) of the Supplemental Agreement. Unless your answer is an unqualified "yes":

- a) state all facts supporting your response;
- b) identify any individual with personal knowledge of the facts stated in response to subparagraph (a);
- c) identify all documents containing or supporting any portion of the facts stated in response to subparagraph (a) and (b).

**REQUEST FOR ADMISSION NO. 16:**

The Supplemental Agreement sets forth the entire agreement between the parties in respect of the Additional Services.

**REQUEST FOR ADMISSION NO. 17:**

The Supplemental Agreement provides that it may not be amended absent a written agreement signed by the party against whom enforcement is sought.

**REQUEST FOR ADMISSION NO. 18:**

The Supplemental Agreement provides that the failure of either party to insist upon strict enforcement of their rights does not constitute a waiver of any such rights.

**REQUEST FOR ADMISSION NO. 19:**

Admit that **Exhibit C** hereto is a true and correct copy of the Haas Affidavit.

**REQUEST FOR ADMISSION NO. 20:**

Pursuant to the Haas Affidavit, CLI agreed not to seek additional payroll expenses from the Debtors except to the extent such expenses were approved in writing by the Debtors and the Committee prior to CLI's incurrence of such expenses.

**REQUEST FOR ADMISSION NO. 21:**

Following execution of the Haas Affidavit, CLI did not obtain written approval from either the Debtor or the Committee to incur additional payroll expenses.

**REQUEST FOR ADMISSION NO. 22:**

Pursuant to the Haas Affidavit, CLI agreed to be solely responsible for the payroll and any other charges including taxes related to the following individuals: Dee Wade, Josh Lamb, Mindy Walthall, Kathy Cleary and Jennifer Pagan.

**REQUEST FOR ADMISSION NO. 23:**

For the persons listed on the Expense Schedule attached to the Supplemental Administrative Claims Request, CLI has not actually paid the labor costs for John Crater, Tom Somers, Al Kanovsky, Tom Hoffman, Steve Haas, Josh Lamb, Bob Epstein, Chris

Crater, Dee Wade, Jennifer Pagan and Kathy Klary. Unless your response is an unqualified “yes”:

- a) state all facts supporting your response;
- b) identify any individual with personal knowledge of the facts stated in response to subparagraph (a);
- c) identify all documents containing or supporting any portion of the facts stated in response to subparagraph (a) and (b).

**REQUEST FOR ADMISSION NO. 24:**

CLI was not represented by outside counsel in connection with the negotiation and execution of the Supplemental Agreement.

Dated: June 1, 2004  
Wilmington, Delaware

**JASPAN SCHLESINGER HOFFMAN LLP**

*/s/ Frederick B. Rosner*  
Frederick B. Rosner (No. 3995)  
1201 N. Orange Street, Suite 1001  
Wilmington, Delaware 19801  
Telephone: (302) 351-8000  
Facsimile: (302) 351-8010

Delaware Counsel for the Post-Effective Date  
Committee



# **EXHIBIT A**

**COLLATERAL MAINTENANCE AND LIQUIDATION  
SERVICES AGREEMENT**

This COLLATERAL MAINTENANCE AND LIQUIDATION SERVICES AGREEMENT (this "Agreement") is entered into as of March 30, 2001 by and between Collateral Logistics, Inc. ("CLI"), and eToys Inc. ("eToys").

WHEREAS, eToys was previously engaged in the business of retail selling of children's products through its website located at [www.etoys.com](http://www.etoys.com);

WHEREAS, eToys has ceased operations and is currently a debtor and debtor in possession in a bankruptcy case filed under chapter 11 of the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code") styled In re: ETOYS, INC., et al., Case Nos. 01-0706 (MFW) through 01-0709 (MFW) (the "Bankruptcy Case") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, eToys is in the process of liquidating its assets, including, among other things, furniture, fixtures and equipment, intellectual property, and inventory located at its warehouses (the "Warehouses") in Ontario, California and Blairs, Virginia (collectively, the "Collateral");

WHEREAS, eToys desires to obtain from CLI, and CLI desires to provide to eToys, services pertaining to the maintenance and liquidation of its Collateral;

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

1. **Services.** CLI hereby agrees to provide Collateral maintenance and liquidation services to eToys, including establishment and oversight of appropriate security measures and other controls at the Warehouses and corporate offices of eToys, confirmation of inventory counting, oversight of Collateral transfers and removals by the purchasers thereof, and other related activities designed to maintain and liquidate the Collateral in an organized, secure and professional manner (the "Services"). To provide the Services, CLI agrees to devote to this project one senior supervisor, two junior supervisors and three auxiliary personnel. CLI agrees to provide the Services for a period of sixty (60) days commencing on March 14, 2001 and ending on May 12, 2001 (the "Term").
2. **Fee.** In consideration of the Services, eToys agrees to pay CLI a flat fee of two hundred thousand dollars (\$200,000). Such amount shall be paid by check made payable to CLI in two \$100,000 installments due (a) on the date hereof and (b) on the thirtieth (30<sup>th</sup>) day following the date hereof. Such fee shall be net of any and all costs and expenses of eToys, including, without limitation, taxes, insurance, security personnel, rent, labor and utilities, all of which will be paid by eToys.

3. **Expense Reimbursement.** eToys agrees to reimburse CLI for all reasonable out-of-pocket expenses incurred by CLI in the performance of the Services (the "Expenses"). As soon as practicable following the end of each month during the Term, CLI will submit an invoice for the Expenses incurred during the previous month to eToys for its review and approval. Following eToys' approval thereof, eToys will reimburse CLI for the Expenses within 15 days of receipt of the invoice therefor. Promptly following eToys' approval of the Expenses, CLI shall also file the invoice with the Bankruptcy Court and serve it on the Office of the United States Trustee and on counsel for the Official Committee of Unsecured Creditors (the "Committee"). CLI will submit with the invoices documentation supporting the charges for the Expenses in the form required by the Office of the United States Trustee for professional fee applications.
4. **Court Filings.** Not less than every four (4) months, CLI will file an application with the Bankruptcy Court seeking allowance of its fees and costs incurred to that date and paid pursuant to the monthly payment procedure provided for herein. In addition, at the earlier of the conclusion of CLI's services or the conclusion of the Bankruptcy Case, CLI will file an appropriate application seeking final allowance of all fees and costs, regardless of whether interim compensation has been paid to CLI. CLI will serve notice of its final application on eToys, the Committee, the Office of the United States Trustee, all parties-in-interest and all parties required to be notified pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure. Upon final allowance of such fees and costs, eToys will pay to CLI the amounts allowed by the Bankruptcy Court that were not previously paid to CLI as interim cost reimbursements. CLI understands and agrees that the proposed compensation arrangement will be subject to the provisions of section 328 of the Bankruptcy Code. CLI understands and agrees that, if aggregate interim payments made to CLI from funds of the bankruptcy estates exceed the amount that is ultimately allowed to CLI, then CLI will be required to, and will, promptly repay to eToys such difference.
5. **Bankruptcy Court Approval.** Promptly following the execution of this Agreement by both parties hereto, eToys will apply to the Bankruptcy Court for entry of an order authorizing this Agreement (the "Order"). Notwithstanding anything to the contrary contained herein, the parties agree that this Agreement shall not be binding upon eToys unless and until the Bankruptcy Court enters the Order.
6. **Indemnification.** eToys shall defend, indemnify and hold CLI and its affiliates and the officers, directors, agents and employees of each, harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses (whether based on tort, breach of contract, product liability, patent or copyright infringement or otherwise), including reasonable legal fees and expenses, of whatever kind or nature, arising out of or based on any loss of the Collateral other than any such loss arising out of CLI's negligence or intentional misconduct.



7. **Miscellaneous.**

7.1 **Entire Agreement.** This Agreement sets forth the entire agreement and supersedes any and all prior agreements of the parties, whether written or oral, with respect to the transactions set forth herein.

7.2 **Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier; or (iv) five business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. In the case of eToys, such notice will be provided to the President (fax no. 310-998-6313), 12200 W. Olympic Blvd., Los Angeles, California 90064. In the case of CLI, such notice will be provided to the address for notice set forth on the signature page hereto. Such addresses for notice may be changed at any time by notification to the other party in accordance with the terms hereof.

7.3 **Independent Contractors.** The parties to this Agreement are independent contractors. Neither party is an agent, representative or employee of the other party. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

7.4 **No Waiver.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

7.5 **Amendment.** No change, amendment or modification of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment.

7.6 **Assignment.** Neither party may assign this Agreement or any right, title or interest hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

**7.7 Construction; Severability.** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (i) such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect.

**7.8 Applicable Law.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Delaware.

**7.9 Headings.** The captions and headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

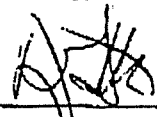
**7.10 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same.

[Signature Page Follows]

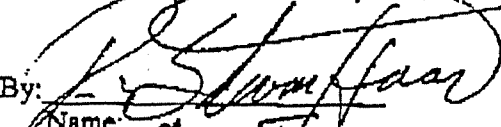
[Collateral Maintenance and Liquidation Services Agreement Signature Page]

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

ETOYS INC.

By:   
Name: DAVID GATTO  
Title: COO + EVP

COLLATERAL LOGISTICS, INC.

By:   
Name: C. H. II  
Title: C. H. II

Address for Notice:

2311 E 161<sup>ST</sup> South  
Bixby, OK 74008

Facsimile Number for Notice:

918-366-0939

# **EXHIBIT B**

**AMENDMENT TO COLLATERAL MAINTENANCE AND  
LIQUIDATION SERVICE AGREEMENT**

THIS AMENDMENT TO COLLATERAL MAINTENANCE AND LIQUIDATION SERVICE AGREEMENT (the "AMENDMENT AGREEMENT") is entered into as of June 15, 2001 by and between Collateral Logistics, Inc. ("CLI") and EBC I, Inc., f/k/a/ eToys Inc. ("eToys"), EBC Distribution, LLC, f/k/a eToys Distribution, LLC, cKids, Inc. and PMJ Corporation (collectively, the "Debtors") and amends the Collateral Maintenance and Liquidation Service Agreement (the "Initial Service Agreement") dated March 30, 2001 between CLI and eToys.

**WITNESSETH:**

WHEREAS, pursuant to the Initial Service Agreement, which was approved by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on April 25, 2001 (the "Approval Order") in Case Nos. 01-0706 (MFW) through 01-0709 (MFW) (the "Bankruptcy Cases"), eToys, on behalf of itself and the Debtors, retained the services of CLI to assist the Debtors in the maintenance and liquidation of, among other things, the Debtors' furniture, fixtures and equipment and inventory (collectively, the "Collateral") located at the Debtors' three warehouses, one located in Ontario, California (the "Ontario Warehouse") and two located in Blairs, Virginia (the "Blairs A Warehouse" and the "Blairs B Warehouse," and together with the Ontario Warehouse, the "Warehouses") (collectively, the "Initial Services");

WHEREAS, pursuant to the Initial Service Agreement, in consideration of the services to be performed by CLI, eToys agreed to pay CLI a flat fee of \$200,000, plus reimbursement of all reasonable out-of-pocket expenses incurred by CLI (the "Initial Fee");

WHEREAS, in light of complications and delays that have arisen in connection with the disposition of the Collateral, which complications and delays had not been anticipated prior to the execution and Bankruptcy Court's approval of the Initial Service Agreement, the Debtors and CLI have agreed to amend and supplement the Initial Service Agreement in accordance with the terms and provisions of this Amendment Agreement;

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

1. Additional Services. In addition to the Initial Services to be provided pursuant the Initial Service Agreement, CLI agrees to act as the Debtors' agent in connection with the following additional services identified in this Section 1 relating to the disposition of the Remaining Collateral (as defined in Section 5) (collectively, the "Additional Services"). All of the Additional Services shall be performed in accordance with procedures and schedules to be agreed upon from time to time by the Debtors and CLI, and consented to by the Committee (as defined in Section 5), or otherwise in a manner consented to by the Debtors and the Committee.

(a) Management of Furniture, Fixtures and Equipment ("Additional Service A"). CLI shall provide security for, and shall supervise, coordinate and manage:

(i) the Debtors' surrender and release of leased furniture, fixtures and equipment ("Leased FF&E") located at: (x) the Debtors' corporate offices; (y) the Warehouses; and (z) the Debtors' leased secured facilities located at Herndon, Virginia and Sunnyvale, California (the "Secured Facilities"); and

(ii) the transfer and relocation of any or all furniture, fixtures and equipment (the "FF&E"), owned or leased by Debtors to the extent it becomes necessary for the Debtors to relocate from any existing facility to another facility or downsize its occupancy of a facility presently being occupied by the Debtors;

(b) Sales of FF&E ("Additional Service B"). CLI shall provide security for, and shall supervise, coordinate and manage the sale of:

(i) all FF&E owned by Debtors ("Owned FF&E"); and

(ii) any FF&E with respect to which the Debtors have rejected the underlying lease or financing arrangement but which has not been retrieved by the applicable leasing or financing entity within the timeframe established by the Bankruptcy Court and has been deemed abandoned pursuant to an applicable order of the Bankruptcy Court (the "Abandoned FF&E").

(c) Management and Sale of Inventory ("Additional Service C"). CLI shall provide security for and shall supervise, coordinate and manage the sale and/or relocation of, all inventory of the Debtors which was unsold as of May 15, 2001 (the "Remaining Inventory"). Sales of inventory may be conducted at any facility of the Debtors or at such other location as may be agreed upon by the Debtors, the Committee and CLI. Further, sales may be accomplished by means of private sale, public sale or public auction as directed by the Debtors with the consent of the Committee.

2. Additional Fee. In consideration of the Additional Services to be provided by CLI hereunder, in addition to the Initial Fee payable under the Initial Service Agreement, the Debtors agree to pay CLI the following additional fees and amounts (collectively, the "Additional Fees"):

(a) For Additional Service A, the Debtors shall pay CLI a flat fee of two hundred thousand dollars (\$200,000), which amount shall be paid in two installments, each in the amount of \$100,000, with the first installment due on the first business day following execution of this Amendment Agreement and the second installment due the thirtieth (30<sup>th</sup>) day after entry of an order of the Bankruptcy Court approving this Amendment Agreement (the "Amended Approval Order"); plus the Debtors shall reimburse CLI for its reasonable and documented out-of-pocket expenses, incurred in connection with Additional Service A;

(b) For Additional Service B, the Debtors shall pay CLI a commission equal to (i) twenty percent (20%) of the first One Million Dollars (\$1,000,000) of Proceeds generated from the sale of the Owned FF&E and the Abandoned FF&E, plus (ii) ten

percent (10%) of Proceeds above One Million Dollars (\$1,000,000) generated from the sale of the Owned FF&E and the Abandoned FF&E; provided, however, that no Commission shall be payable to CLI in respect of the sale of Owned FF&E located at the Blairs A Warehouse. Commission payments for Additional Service B will be settled monthly. In addition, the Debtors shall reimburse CLI for its reasonable and documented out-of-pocket expenses incurred in connection with the sale of the Owned FF&E and the Abandoned FF&E;

(c) For Additional Service C, the Debtors shall reimburse CLI for its reasonable and documented out-of-pocket expenses incurred in connection with the sale and/or relocation of the Remaining Inventory, plus the Debtors shall pay CLI a "Success Fee," which shall be calculated as follows:

(i) in the event that the aggregate Proceeds generated from the sale of Remaining Inventory at private, public or auction sales approved by the Debtors and the Committee exceed the sum of (x) the Sharing Threshold Expenses (as defined in Section 6(a) below), and (y) 25% of the aggregate cost value of the Remaining Inventory (the sum of (x) and (y) being hereinafter referred to as the "Sharing Threshold"), then all Proceeds from the sale of the Remaining Inventory above the Sharing Threshold shall be shared sixty percent (60%) to the Debtors and forty percent (40%) to CLI (respectively, the "Debtors' Sharing Percentage" and "CLI's Sharing Percentage"). Payments of Success Fees will be made monthly once the Sharing Threshold has been reached. As used in this Section 2(c)(i) and Section 3, "cost value" of Remaining Inventory means, with respect to each item of inventory, the amount for such item set forth by eToys in the "cost" column on its auction website; and

(ii) in the event that the Debtors exercise the option to retain the services of an Inventory Taking Service as referenced in Section 3, then for purposes of clause (i) of this Section 2(c), the actual cost and expenses of such Inventory Taking Service shall not be included as a Sharing Threshold Expense for the purposes of determining the Sharing Threshold.

3. Inventory Taking Period. The Debtors shall have the right and option at any time to retain the services of RGIS or another mutually acceptable independent inventory taking service ("Inventory Taking Service") to conduct a cost value physical inventory of all or any part of the Remaining Inventory. In the event the Debtors elect to retain an Inventory Taking Service, the Debtors shall pay the cost and expenses of the Inventory Taking Service. Any inventory taking shall be conducted in accordance with the procedures and instructions attached hereto as Exhibit A in the form to be agreed upon and initialed by the parties. The Debtors and CLI shall each have the right to have representatives present during any inventory taking and shall each have the right to review and verify the listing and tabulation of the Inventory Taking Service; provided, however, that the Debtors' and CLI's respective costs and expenses incurred in connection therewith shall not constitute an Expense (as defined in Section 6(a)). Upon delivery of the final verified report of the Inventory Taking Service, the Debtors and CLI shall verify and reconcile such report (the "Final Inventory Report"). The Debtors and CLI shall be bound by the aggregate cost value of the Remaining Inventory as reflected on the Final Inventory Report.

4. Additional Obligations of the Parties

(a) Obligations of CLI.

(i) In connection with Additional Service A, CLI shall provide one (1) "remote" manager and two (2) junior personnel (one to be assigned to the Blairs A Warehouse and the Blairs B Warehouse and the other to be assigned to the Ontario Warehouse). All payroll and benefit expenses for such employees shall be paid by CLI and shall not constitute Expenses pursuant to this Amendment Agreement.

(ii) During the term of this Amendment Agreement, CLI shall maintain the following insurance coverages at its own expense: (x) comprehensive commercial general liability insurance covering death, bodily injury and property damage in a combined single limit of not less than One Million Dollars (\$1,000,000); and (y) workers compensation insurance providing coverage pursuant to statutory requirements.

(iii) In connection with the sale of the Remaining Collateral, CLI shall charge the buyer and collect, on the Debtors' behalf, all applicable Sales Taxes (as defined in Section 5). Sales Taxes shall be deposited into the Debtors' separate sales tax account, as designated by the Debtors. The Debtors will be given access to CLI's books and records for purposes of verifying the calculation of Proceeds and applicable Sales Taxes. Sales procedures and documentation for any sale proceeding will be agreed to between the Debtors, the Committee and CLI prior to the commencement of the applicable sale.

(iv) CLI shall maintain accurate and complete books and records in connection with the performance of the Additional Services, including without limitation, accurate inventory counts and complete records relating to sales of the Remaining Collateral and the calculation of Proceeds and Sales Taxes. All such books and records shall be maintained for a period of not less than three (3) years. The Debtors, the Committee and their respective representatives shall have the right to examine and audit such records from time to time upon request.

(v) CLI will comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes in the performance of its obligations under this Amendment Agreement, including, at the expense of the Debtors, procurement of all necessary licenses, authorizations, permits and consents.

(vi) All Proceeds shall be deposited into the Debtors' depository accounts (as shall be designated by the Debtors), no later than the first business day following the sale of items of the Remaining Collateral. CLI agrees that it shall have no right of setoff against the Proceeds for any reason, including, but not limited to unreimbursed CLI Out-Of-Pocket Expenses or unpaid Additional Fees.



(b) Obligations of the Debtors.

(i) Except as provided in Section 4(a)(i), the Debtors shall be obligated to provide all staff, employee(s) and/or other personnel (and/or to pay the expenses of such persons provided by CLI or others at the Debtors' request) that may be required (as agreed to among the Debtors, the Committee and CLI) to manage, move, provide security for and sell the Remaining Collateral. The expenses, including but not limited to payroll and benefits, for providing these employees shall be paid by the Debtors.

(ii) The Debtors shall be obligated to maintain customary and usual insurance coverages relating to the Remaining Collateral and the Warehouses.

5. Definitions. For the purpose of the Amendment Agreement, the following words have the following meanings:

(a) "Committee" shall mean the Official Committee of Unsecured Creditors appointed in the Bankruptcy Cases.

(b) "Proceeds" shall mean the total gross proceeds (in dollars) of all sales of the Remaining Collateral made under this Amendment Agreement, exclusive of (i) Sales Taxes, (ii) credit card and bank card fees and charge backs, (iii) returns, allowances and customer credits, (iv) delivery costs, and (v) proceeds from Debtors' insurance directly attributable to loss or damage to the Remaining Collateral.

(c) "Remaining Collateral" shall mean: (i) the Remaining Inventory; (ii) the Owned FF&E; and (iii) the Abandoned FF&E.

(d) "Sales Taxes" shall mean all sales, excise, gross receipts and other taxes attributable to sales of the Remaining Collateral (other than taxes on income) payable to any taxing authority having jurisdiction.

6. Payment of Expenses.

(a) The Debtors shall be obligated: (i) to timely pay costs and expenses incurred in connection with the disposition of the Remaining Collateral, pursuant to the budget annexed hereto as Exhibit B in the form to be agreed upon and initialed by the parties (collectively, the "Remaining Collateral Disposition Expenses"); and (ii) to reimburse CLI for its reasonable and documented out-of-pocket expenses incurred in connection with the Additional Services as set forth herein (collectively, "CLI Out-of-Pocket Expenses," and together with the Remaining Collateral Disposition Expenses, the "Expenses"); provided, however, that for the purposes of determining whether the Sharing Threshold has been reached in connection with the sale of the Remaining Inventory, Expenses shall include only the Remaining Collateral Disposition Expenses and CLI Out-of-Pocket Expenses incurred in connection with Additional Service C (the "Sharing Threshold Expenses").

(b) No later than the twentieth (20<sup>th</sup>) day of each month during the Extended Retention Period (as defined in Section 9), CLI shall submit to the Debtors and the

Committee an invoice and supporting documentation supporting the reimbursable CLI Out-Of-Pocket Expenses in the format required by the Office of the United States Trustee. Following the Debtors' and the Committee's approval thereof, the Debtors shall reimburse CLI for the CLI Out-Of-Pocket Expenses within fifteen (15) days of receipt of the invoice and supporting documentation therefore. Promptly following the Debtors' and the Committee's approval of the requested reimbursement of CLI Out-Of-Pocket Expenses, CLI shall also file, with the assistance of Debtors' counsel, the invoice with the Bankruptcy Court and serve it on the Office of the United States Trustee.

(c) Within forty-five (45) days after the Termination Date (as defined in Section 9), CLI shall, in accordance with the procedures set forth in Section 6(b), provide the Debtors and the Committee, and the Office of the United States Trustee, as and where applicable, with a final account of all Expenses incurred in connection with the Additional Services provided pursuant to this Amendment Agreement (the "Final Expense Accounting"). Upon the Debtors' and the Committee's approval and payment of outstanding Expense reimbursement amounts set forth on the Final Expense Accounting, no further Expense reimbursement request shall be made by CLI.

(d) With regard to each payment to be made by the Debtors hereunder, the Debtors shall determine the pro rata amounts due with respect to the properties and assets of each Debtor and each Debtor shall only be responsible for its pro rata portion of such payment.

7. Court Filings. Not less frequently than every four (4) months during the Extended Retention Period, or such time period as may be fixed by the Bankruptcy Court for all retained professionals, CLI will file, with the assistance of Debtors' counsel, an application with the Bankruptcy Court seeking an allowance of the Additional Fees, including but not limited to, the Success Fee provided for hereunder and paid pursuant to the monthly payment procedure provided for herein. In addition within sixty (60) days after the Termination Date, CLI shall file, with the assistance of Debtors' counsel, an appropriate application seeking final allowance of all fees and costs, regardless of whether interim compensation has been paid to CLI. CLI, with the assistance of Debtors' counsel, will serve notice of its final application on: (i) the Debtors; (ii) the Committee; (iii) the Office of the United States Trustee, (iv) all parties-in-interest; and (v) all parties required to be notified pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure. Upon final allowance of such fees and costs, the Debtors shall pay to CLI the amounts allowed by the Bankruptcy Court that were not previously paid to CLI as interim cost reimbursements. CLI understands and agrees that the proposed compensation arrangement will be subject to the provisions of Section 328 of the Bankruptcy Code. CLI further understands and agrees that, to the extent that the aggregate interim payments made to CLI by the Debtors exceeds the amount that is ultimately allowed by the Bankruptcy Court, then CLI will be required to, and shall, promptly repay such overpayment amounts to the Debtors.

8. Bankruptcy Court Approval. Promptly following the execution of this Amendment Agreement by all parties hereto, the Debtors shall file an application with the Bankruptcy Court for entry of the Amended Approval Order, approving the terms of this Amendment Agreement, nunc pro tunc to May 15, 2001. Notwithstanding anything to the

contrary contained herein, the parties agree that this Amendment Agreement shall not be binding upon the Debtors unless and until the Bankruptcy Court enters the Amended Approval Order. In the event that the Amended Approval Order is not entered, CLI shall return all funds paid to it under this Amendment Agreement within three (3) business days of CLI's receipt of written notice that the Bankruptcy Court has denied the request for entry of the Amended Approval Order.

9. Term. Subject to the provisions of Section 8, this Amendment Agreement shall be deemed to be effective from and after May 15, 2001 and, except if earlier terminated as herein provided, shall remain in effect through the earlier of: (i) the date on which the Bankruptcy Cases are closed; or (ii) December 31, 2001 (the "Extended Retention Period"). Notwithstanding the foregoing, the Debtors, with the consent of the Committee (or if the Committee does not consent, upon order of the Bankruptcy Court), shall have the right to terminate this Amendment Agreement at their convenience, by giving CLI at least fifteen (15) days prior written notice. Further, either party may terminate this Amendment Agreement upon a material breach by the other party ("Cause") by giving written notice of termination to such other party. An election of the Debtors to terminate this Amendment Agreement for Cause shall require the approval of the Committee (to be given or withheld within one (1) business day following a written request from the Debtors) or, if the Committee does not consent, an order of the Bankruptcy Court (in which case the Debtors shall promptly file a motion with the Bankruptcy Court seeking an expedited hearing on the matter and pending action by the Bankruptcy Court, the Debtors, by written notice to CLI and the Committee, may suspend performance hereunder by all parties until entry of an order by the Bankruptcy Court approving or disapproving termination of the Amendment Agreement). In the event of any early termination of CLI's services hereunder, if CLI has not completed the Additional Services with respect to any Remaining Collateral located at the Blairs A Warehouse by the Termination Date (as defined below), CLI shall refund \$100,000 of the \$200,000 flat fee paid or payable to CLI pursuant to Section 2(a). The date this Amendment Agreement is terminated, whether as scheduled or by reason of early termination, is herein referred to as the "Termination Date."

10. Indemnification. In regard to performance under this Amendment Agreement, each party shall defend, indemnify and hold harmless the other party, and the other party's directors, officers employees and agents, from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, judgements, costs and expenses, including reasonable attorneys' fees and disbursements, arising out of or relating to: (i) the death or personal injury of any person resulting from the negligence or willful misconduct of itself, its employees, agents or contractors (or their employees, agents or contractors); (ii) the loss of or damage to any property resulting from the negligence or willful misconduct of itself, its employees, agents or contractors (or their employees, agents or contractors); or (iii) the material breach of this Amendment Agreement by such party or its employees, agents or contractors (or their employees, agents or contractors).

11. Miscellaneous.

(a) Entire Agreement. The Amendment Agreement sets forth the entire agreement with respect to the Additional Services. Except as expressly modified herein, all terms and conditions of the Initial Service Agreement remain in full force and effect.

(b) Notice. Any notice, approval, request, authorization, direction or other communication under the Amendment Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, or (iv) five business days after the mailing date, if sent by U.S. mail, return receipt requested, postage, and charges prepaid. Notices shall be addressed as set forth below. Such addresses for notice may be changed at any time by notification to the other party in accordance with the terms hereof.

If to the Debtors, to:

Morris, Nichols, Arsht & Tunnell  
1201 North Market Street  
P.O. Box 1347  
Wilmington, Delaware 19899-1347  
Attn: Robert J. Dehney, Esq.  
Fax: 302-658-3989

With copies to:

eToys, Inc.  
12200 W. Olympic Boulevard  
Los Angeles, California 90064  
Attn: Barry Gold  
Fax: 310-998-6313

Traub, Bonacquist & Fox LLP  
655 Third Avenue  
New York, New York 10017  
Attn: Paul Traub, Esq.  
Fax: 212-476-4787

If to CLI, to:

Collateral Logistics, Inc.  
2311 East 161<sup>st</sup> Street  
South Bixby, Oklahoma 74008  
Attn: Steven Haas  
Fax: \_\_\_\_\_

(c) Appointment of CLI. Pursuant to the terms hereof, the Debtors hereby appoint CLI, and CLI hereby agrees to serve, as the Debtor's exclusive agent to perform the Additional Services provided for herein. The Debtors' and CLI's obligations hereunder are subject to the approval of the Bankruptcy Court and shall be of no force and effect in the event that the Amended Approval Order is not entered.

(d) No Waiver. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Amendment Agreement or to exercise any right under this Amendment Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

(e) Amendment. No change, amendment or modification of any provision of this Amendment Agreement will be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment.

(f) Reporting. CLI shall prepare weekly reports including, without limitation, reports that comply with the Debtors' current weekly cash reporting to its central office (provided the Debtors inform CLI of such report requirements in advance), reflecting the progress of the sale of the Remaining Collateral which shall specify (a) the identity of the Remaining Collateral sold; and (b) the Proceeds received therefore. During the course of the sale of the Remaining Collateral, the Debtors shall have the right to have representatives continually act as observers of the sale proceedings.

(g) Assignment. Neither party may assign this Amendment Agreement or any right, title, interest or obligation hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Amendment Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

(h) Construction, Severability. In the event that any provision of this Amendment Agreement conflicts with the law under which the Amendment Agreement is to be construed or if any such provision is held invalid by a court which jurisdiction over the parties, (i) such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Amendment Agreement will remain in full force and effect. References in this Amendment Agreement to "either party" (or like references) shall be deemed references to the Debtors, collectively, on the one hand, and CLI, on the other hand.

(i) Mutual Confidentiality. Each party shall keep confidential any and all information obtained from the other party concerning the assets, properties, business, services, clients, trade secrets, customer information, organizational structure and financial plans of, and other non-public information relating to, the other party. The foregoing obligation of confidentiality shall not apply to information provided or disclosures made: (i) to any third party in furtherance of the purposes of this Amendment Agreement; (ii) to any governmental authority or agency having jurisdiction; (iii) pursuant to any requirement of law or process; or (iv) to a party's attorneys, accountants, agents, employees or consultants, so long as such persons maintain the confidentiality of information as required under this Section.

(j) GOVERNING LAW; JURISDICTION. THIS AMENDMENT AGREEMENT WILL BE INTERPRETED, CONSTRUED AND ENFORCED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

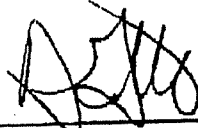
ANY LITIGATION OR OTHER LEGAL PROCEEDING COMMENCED IN RESPECT OF ANY DISPUTE ARISING UNDER OR WITH RESPECT TO THIS AMENDMENT AGREEMENT OR THE INITIAL SERVICE AGREEMENT SHALL EXCLUSIVELY BE COMMENCED AND PROSECUTED IN THE BANKRUPTCY COURT. EACH OF THE PARTIES CONSENTS TO SUCH JURISDICTION AND ACKNOWLEDGES THAT THE BANKRUPTCY COURT IS AN APPROPRIATE AND CONVENIENT FORUM AND WAIVES ANY RIGHT TO ASSERT THE DEFENSE OF *FORUM NON CONVENIENS*. THE COMPLAINT OR OTHER LEGAL PROCESS IN CONNECTION WITH ANY SUCH PROCEEDING MAY BE SERVED IN THE MANNER PROVIDED FOR NOTICES IN THIS AMENDMENT AGREEMENT AND ANY PROCESS SO SERVED SHALL BE AS EFFECTIVE AS IF PERSONALLY SERVED IN THE STATE OF DELAWARE.

(k) Headings. The captions and headings used in this Amendment Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Amendment Agreement.

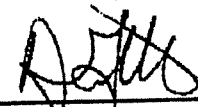
(l) Counterparts. This Amendment Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement as of the date first set forth above.

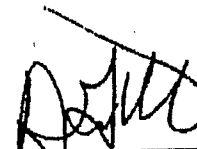
EBC I, INC.

By:   
David Gatto, President

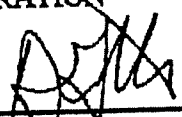
EBC DISTRIBUTION, LLC

By:   
David Gatto, President

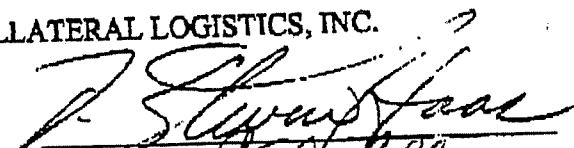
EKIDS, INC.

By:   
David Gatto, President

PMJ CORPORATION

By:   
David Gatto, President

COLLATERAL LOGISTICS, INC.

By:   
Steve Haas, EO, 100  
6-15-01

**EXHIBIT A**

**INVENTORY TAKING PROCEDURES**



**EXHIBIT B**

**BUDGET**

# **EXHIBIT C**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

-----X

In re

Chapter 11

ETOYS, INC., *et al.*,

Case Nos. 01-706 (MFW) through  
01-709 (MFW)

Debtors.

Jointly Administered

-----X

**AFFIDAVIT OF STEVEN HAAS IN SUPPORT  
OF COLLATERAL LOGISTICS, INC.'S REQUEST  
FOR PAYMENT OF EXPENSES**

STATE OF California        )  
                                  )  
COUNTY OF *Los Angeles*

**STEVEN HAAS**, being duly sworn, deposes and says:

1. I am over twenty-one (21) years of age, of sound mind, capable of making this Affidavit and fully competent to testify to the matters stated herein, and I have personal knowledge of the matters set forth herein.
2. I am an officer and shareholder of Collateral Logistics, Inc ("CLI"), and I am the person at CLI in charge of the proposed engagement of CLI, by the debtor and debtors in possession in these chapter 11 cases (the "Debtors").
3. CLI has been retained in these cases to render services to the Debtors, in accordance with the terms of the Amendment to Collateral Maintenance and Liquidation Services Agreement (the "Agreement") that was approved by order of this Court.
4. The contents and statements contained in Exhibits "A" and "B", which are both annexed hereto and incorporated herein by reference, as if fully set forth herein are true and correct.
5. In furtherance of rendering such services, CLI has incurred the payroll expenses set forth in greater detail on the attached Exhibit A, "Payroll for Collateral Logistics, Inc.", and is seeking payment of such in the amount of \$50,312.40.

6. CLI has incurred the payroll expenses for each and every one of the employees listed on Exhibit "A", each of whom have performed the services, for the period identified on set forth on Exhibit "A", which services were necessary to CLI's rendition of services and have benefited the estates.

7. CLI understands that it is solely responsible for the payment of the payroll and any other charges, including taxes related to the employment by CLI of those individuals identified on Exhibit "A".

8. CLI will not seek any additional payroll expenses from these estates, except to the extent that the payroll expenses sought are approved, in writing, by the Debtors and the Committee prior to CLI's incurrence of such expenses.

9. CLI has received the approval of the Debtors and the Committee to the reimbursement of non payroll related expenses set forth on Exhibit "B" incurred by CLI since the commencement of CLI's services in the amount of \$82,642.65, of which the Debtors have paid \$66,570.47 to CLI.

10. CLI will not seek any additional reimbursement of non payroll expenses from the estates, except to the extent that such non payroll related expenses are approved, in writing, by the Debtors and the Committee prior to CLI's incurrence of such expenses.

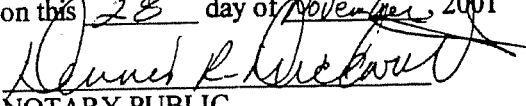
11. Except as otherwise identified herein, the only other amounts CLI may seek to recover from the estates are those amounts that constitute a "success fee" under, and in accordance with the Agreement. Specifically the commission on the sale of assets, inventory & FF&E of the estate which are part of the Amendment Agreement.

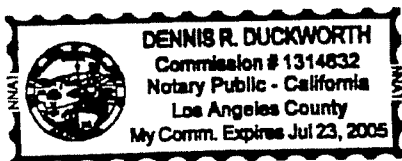
12. CLI understands and acknowledges that any payments by the Debtors to CLI for, and /or approved by the Debtors and Committee of, payroll and non payroll related expenses are subject to review by the Court, in accordance with the procedures contained in the Agreement and Order approving the Agreement and, are therefore subject to disgorgement, if such is so ordered by the Court.

Dated: November 28, 2001

  
R STEVEN HAAS

SWORN AND SUBSCRIBED to before me  
on this 28 day of November, 2001

  
NOTARY PUBLIC



**Services Provided By  
Collateral Logistics, Inc.  
For  
Ebcl,Inc (F/k/a eToys)  
&  
The Creditors Committee**

1. Supervise the move out of 2850 and 3100 abandon bldgs of eToys and secure Estate assets therein.
2. Assist with sales strategies in the Kay Bee sale acquiring 25% for both east & west coast.
3. Help correct said sale count from the \$5.4 million to \$6.3 million
4. Assist with sale of remaining inventory other than Kay Bee to Yellow Knife in Blairs, VA
5. Help correct said sale count from \$370,000 to \$500,000.
6. Returning of over 6000 lease items in a defined procedural manner.
7. Performing correction of inventory of the six thousand FF&E, along with IT equipment.
8. Assisting with asset transfer of Blairs A facility to Kay Bee.
9. Keeping the count of sale to Kay Bee correct in transfer effecting an additional \$155,000 sale.
10. Supervising the move out of the Skechers facility in a two week time frame of 113 truckloads.
11. Oversight of facility move out from 12200 Santa Monica to 600 Corporate Pt. (New offices)
12. Sale to Wilkerson and Associates of remaining Inventory for \$1.25 million, an extra \$800,000.
13. Performing the sale of \$102,000.00 to Skechers of remaining FF&E and IT equipment.
14. Handling the Sale to Prime Business Systems of IT equipment for \$145,000.00
15. Acquiring an additional extra bid from Kay Bee for warehouse size gift wrap of \$20,000.00.
16. Abatement at Creditor Committee's request the commission of \$125,000.00 due CLI on Wilkerson & Associates purchase of remaining inventory.
17. Effect the final move out of Blairs Va and the turn over to Unique Industries of Blairs B.
18. On going management and Security of the Estates last remaining warehouse until sale completion.

CLI continues to advise the Estate on wind down strategies, including the sale of the current remaining assets that are forecast to bring an additional \$750,000.00 or more in value return to the estate.

EVA 7

**Negotiated Settlement  
Payroll for Collateral Logistics, Inc.  
For e-Toys  
From May 15, 2001 to October 31, 2001**

	<i>From</i>	<i>To</i>	<i>Per Wk</i>	<i>Weeks</i>		<i>Duties</i>
Dee Wade	5/15/01	10/31/01	\$800.00	25	\$ 20,000.00	Assisted with counts and sales transfers. Assisted in move-out from Santa Monica and Ontario warehouse. Managed new warehouse at 135 <sup>th</sup> . Delivered Lessors.
Josh Lamb	5/15/01	9/7/01	\$800.00	16	\$ 12,800.00	Handled return of equipment to Lessors. Assisted with counts and sales transfers. Handled move-out from Sunnyvale. Assisted with move-out from Santa Monica and Ontario. Assisted with organizing warehouse. Assisted with technical equipment.
Mindy Walthall	5/15/01	10/31/01	\$600.00	25	\$ 15,000.00	Coordinated Lessors databases and serial number research. Assisted with digital management of files. Assisted with counts both East and West coast.
Chris Crater	5/15/01	6/14/01	\$1,500.00	4	\$ 6,000.00	Supervisor in Blairs, handled move out from the 2850 building and 3100 building in Santa Monica. Handled employee management from e-Toys to KayBee.
Kathy Cleary	6/12/01	7/21/01	\$600.00	6	\$ 3,600.00	Handled phone calls with Lessors. Clerical management. Paperwork research.
Jennifer Pagen	8/6/01	9/24/01	\$600.00	7	\$ 4,200.00	Handled phone calls with Lessors. Clerical management. Paperwork research.
					Subtotal	\$ 61,600.00
					Payroll Tax	\$ 4,712.40
					Total	\$ 66,312.40
						- \$8,000.00 Credit payment
						- \$8,000.00 Final request per Barry Gold
					<b>Balance Due Total</b>	<b>\$50,312.40</b>

Note: All employees worked in a dedicated manner. With the majority of duties performed onsite at Estates facilities.

Toys Expenses

Week Ending	Steve Haas	Chris Crater	Bob Epstein	Tom Hoffman	Al Kanovsky	Josh Lamb	Dee Wade	Other Exp
03/18/01	\$ 1,418.99					\$ 141.78	\$ 190.40	
03/25/01	\$ 1,996.10					\$ 141.78	\$ 190.40	
04/01/01	\$ 1,826.98	\$ 72.51				\$ 141.78	\$ 142.80	
04/08/01	\$ 1,126.09	\$ 59.52		\$ 539.95		\$ 141.78	\$ 212.16	
04/15/01	\$ 1,310.84	\$ 555.54		\$ 263.08		\$ 141.44	\$ 228.48	
04/22/01	\$ 1,104.13	\$ 600.29		\$ 97.52		\$ 141.44	\$ 228.48	
04/29/01	\$ 3,453.19	\$ 377.07		\$ 146.48		\$ 141.44	\$ 236.68	
05/06/01	\$ 1,964.19	\$ 95.21		\$ 1,879.67	\$ 434.90	\$ 141.44	\$ 295.64	
05/13/01	\$ 2,098.92	\$ 2,187.25			\$ 445.34	\$ 141.64	\$ 202.72	
05/20/01	\$ 3,737.99	\$ 751.16	\$ 1,082.50		\$ 767.33	\$ 141.44	\$ 190.40	
05/27/01	\$ 3,356.14	\$ 1,110.29	\$ 813.75		\$ 597.31	\$ 141.44	\$ 210.30	
06/03/01	\$ 1,000.71	\$ 98.78	\$ 1,086.50		\$ 152.07	\$ 141.44	\$ 114.24	
06/10/01	\$ 124.14	\$ 1,282.13	\$ 141.00		\$ 315.71	\$ 141.10	\$ 190.40	
06/17/01	\$ 367.08		\$ 451.34		\$ 290.87	\$ 141.10	\$ 190.40	
06/24/01	\$ 283.29		\$ 1,173.52		\$ 188.75	\$ 141.10	\$ 190.40	
07/01/01	\$ 757.68		\$ 1,279.99		\$ 235.22	\$ 141.10	\$ 152.32	
07/08/01	\$ 718.52				\$ 118.66	\$ 141.10	\$ 76.16	
07/15/01	\$ 111.37		\$ 1,089.32		\$ 121.04	\$ 141.10	\$ 190.40	
07/22/01	\$ 596.20		\$ 1,907.18		\$ 121.72	\$ 141.10	\$ 190.40	
07/29/01	\$ 696.26		\$ 1,497.40		\$ 118.66	\$ 141.10	\$ 190.40	
08/05/01	\$ 609.59		\$ 440.15		\$ 117.98	\$ 141.10	\$ 114.24	
08/12/01	\$ 1,303.69		\$ 65.95		\$ 116.96	\$ 141.10	\$ 139.06	
08/19/01	\$ 1,282.74		\$ 1,203.61		\$ 100.36	\$ 141.10		
08/26/01	\$ 804.07		\$ 2,738.31					
09/02/01	\$ 342.48		\$ 1,260.23					
09/09/01	\$ 383.32				\$ 25.65			
09/16/01	\$ 433.54		\$ 1,630.12					
09/23/01	\$ 339.66							
09/30/01	\$ 433.05							
	\$ 33,980.95	\$ 7,189.75	\$ 17,860.87	\$ 2,926.70	\$ 4,268.53	\$ 3,250.94	\$ 4,066.88	\$ 10,000.00
								\$ 83,544.62

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