

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re Chapter 11
ETOYS, INC., *et al.*, Case Nos. 01-706 (MFW) through
01-709 (MFW)
Debtors. Jointly Administered
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**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.

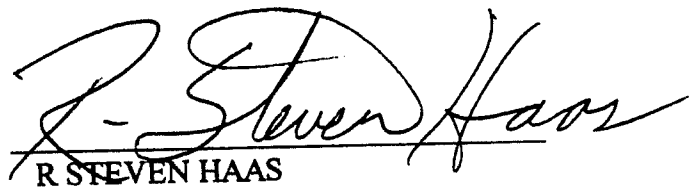
9. CLI has received the approval of the Debtors and the Committee to the reimbursement of non payroll related expenses set forth on Exhibit "B" incurred by CLI since the commencement of CLI's services in the amount of \$82,642.65, of which the Debtors have paid \$66,570.47 to CLI.

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.

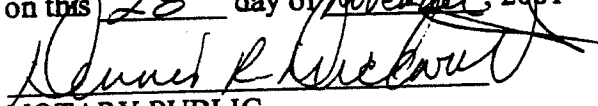
11. Except as otherwise identified herein, the only other amounts CLI may seek to recover from the estates are those amounts that constitute a "success fee" under, and in accordance with the Agreement. Specifically the commission on the sale of assets, inventory & FF&E of the estate which are part of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

