

**United States Bankruptcy Court
District of Maryland (Baltimore Division)**

In re The Boyds Collection -- Pigeon Forge, LLC

Debtor(s)

Case No. 05-43824DK

Chapter 11

SUMMARY OF AMENDED SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtor's liabilities.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	AMOUNTS SCHEDULED		
			ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	15,287,144.00		
B - Personal Property	Yes	5	2,373,786.87		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		58,116,941.50	
E - Creditors Holding Unsecured Priority Claims	Yes	2		146,725.04	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		0.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		13			
			Total Assets	17,660,930.87	
				Total Liabilities	58,263,666.54

Schedules of Assets and Liabilities

General Notes

Note 1: The Schedules of Assets and Liabilities (the "Schedules") have been prepared by the Debtor's management and are unaudited. While management of the Debtor has made every reasonable effort to ensure that the Schedules are accurate and complete based upon information that was available at the time of preparation, the subsequent receipt of information may result in material changes in financial data contained in the Schedules and inadvertent errors or omissions may exist. To the extent the Debtor discovers additional information that may suggest a material difference, the Debtor will amend the Schedules to reflect such changes. Accordingly, the Debtor reserves all rights to amend its Schedules as may be necessary or appropriate.

Note 2: It would be prohibitively expensive and unduly burdensome to obtain current market valuations of the Debtor's property interests. Accordingly, unless otherwise indicated, the Schedules and the Summary of Schedules reflect the net book values, rather than current market values, of the Debtor's assets and may not reflect the net realizable value.

Note 3: The Schedules do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles, nor are they intended to fully reconcile to any financial statements otherwise prepared and/or distributed by the Debtor.

Note 4: Any failure to designate a claim on the Schedules as "disputed," "contingent" or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent" or "unliquidated." The Debtor reserves the right to dispute, or to assert offsets or defenses to, any claim reflected on its Schedules as to amount, liability or classification or to otherwise subsequently designate any claim as "disputed," "contingent" or "unliquidated." Listing a claim does not constitute an admission of liability by the Debtor.

Note 5: Listing a claim (i) in Schedule D as "secured," (ii) in Schedule E as "priority" or (iii) in Schedule F as "unsecured nonpriority," or listing a contract in Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtor of the legal rights of the claimant or a waiver of the Debtor's right to recharacterize or reclassify such claim or contract.

Note 6: Prior to the Commencement Date, the Debtor routinely engaged in intercompany transactions, which were evidenced by intercompany loans. If upon further review and investigation any intercompany loan balances listed in the Schedules require updating, the Debtor will update such balances in accordance with Rule 1009 of the Federal Rules of Bankruptcy Procedure, as appropriate.

Note 7: The claims of individual creditors for, among other things, goods, products, services or taxes are listed as the amounts entered on the Debtor's books and records and may not reflect credits, allowances or other adjustments due from such creditors to the

Debtor. The Debtor reserves all of its rights respecting such credits, allowances or other adjustments.

Note 8: Pursuant to certain first-day orders issued by the Court, the Debtor was authorized to pay various outstanding prepetition claims, such as certain employee wages and benefit claims, tax claims, customer claims, shipping claims and warehousing claims. If the Debtor had any such claims on the Commencement Date that have been subsequently paid pursuant to Court order, that fact has been noted as applicable on the respective Schedules.

Note 9: The Debtor estimates that prior to October 16, 2005, it accrued certain current expenses and other long-term liabilities that either are not payable at this time or have not yet been reported and, therefore, are not otherwise set forth in the Schedules. The accrued liabilities, for which the Debtor has accrued reserves, relate to, among other things, the Debtor's workers' compensation plans, vacation policies, litigation, environmental programs and federal, state and local taxes.

Note 10: Unless otherwise indicated, all amounts are listed as of immediately prior to the Commencement Date on October 16, 2005.

General Notes for Schedule G

Note 1: Although every effort has been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. The Debtor hereby reserves all of its rights to dispute the validity, status, or enforceability of any contracts, agreements or leases set forth on Schedule G and to amend or supplement such Schedule as necessary.

Note 2: The contracts, agreements and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments and agreements which may not be listed on Schedule G. Portions of some contracts and leases that are listed on Schedule G may have been fully performed, while other portions of the same contracts and leases may remain executory.

Note 3: The presence of a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtor reserves all of its rights, claims and causes of action with respect to the contracts and agreements listed on Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument.

Note 4: Certain of the real property leases listed on Schedule G may contain renewal options, guarantees of payments, options to purchase, rights of first refusal, rights to lease additional space and other miscellaneous rights. Such rights, powers, duties and obligations may not be set forth on Schedule G.

Note 5: The Debtor has not listed certain purchase and sale orders on Schedule G because of, among other things, their large number and transitory nature.

Note 6: Certain of the executory agreements on Schedule G may not have been memorialized and could be subject to dispute.

Note 7: The Debtor may be a party to various other agreements concerning real property, such as easements, rights of way, subordination, non-disturbance, supplemental agreements, amendments/letter agreements, title documents, consents, site plans, maps and other miscellaneous agreements. Such agreements, if any, may not be set forth on Schedule G.

Debtor(s)

AMENDED SCHEDULE G — EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described.

NOTE: A party listed on this schedule will not receive notice of the filing of this case unless the party is also scheduled in the appropriate schedule of creditors.

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
CIT Technology Financing Services, Inc. PO Box 1638 Livingston, NJ 07039	Description: Equipment Lease Interest: Lessee
Commercial Pest Control 500 Arthur Street Knoxville, TN 37921	Description: Maintenance Agreement Interest: Customer

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DECLARATION CONCERNING DEBTOR'S AMENDED SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the CFO, Sole Member of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 5 sheets and that they are true and correct to the best of my knowledge, information, and belief.

Date 1/10/06

Signature Joseph E. Macharsky
Joseph E. Macharsky
CFO, Sole Member

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.