

SO ORDERED



DUNCAN W. KEIR
U. S. BANKRUPTCY JUDGE

THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)

In re

The Boyds Collection, Ltd., et al.

- * Case Nos. 05-43793DK
- * 05-43805DK
- * 05-43816DK
- * 05-43824DK
- * 05-43833DK
- * 05-43838DK
- * 05-43848DK
- * 05-43857DK
- * 05-43863DK
- * Chapter 11
- * (Jointly Administered under
- * Debtor(s) Case No. 05-43793DK)

* * * * *

**ADMINISTRATIVE ORDER ESTABLISHING PROCEDURES FOR INTERIM
COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR PROFESSIONALS
AND OFFICIAL COMMITTEE MEMBERS**

Upon the Debtors' Motion for Entry of an Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members, dated October 16, 2005;¹ upon consideration of the supporting papers and the files and records in these cases and upon the arguments and testimony presented at a hearing before the Court; any responses to the Motion having been withdrawn or overruled on the merits;

¹ Capitalized terms used but not defined herein shall have the meaning set forth in the Motion.

and it appearing that the Court has jurisdiction over the subject matter of the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b); it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and their creditors; it appearing that notice of the Motion was sufficient, and no other or further notice need be provided; and after due deliberation and cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. Except as may otherwise be provided in Orders of this Court that authorized the retention of specific professionals on different terms, all the Professionals may seek interim compensation in accordance with the following procedures:

- a. No earlier than the fifteenth day, and no later than the last day, of each month following the month for which compensation is sought, each Professional will file with the Court and serve via facsimile, e-mail, overnight mail, or hand delivery, a monthly statement (the “Monthly Statement”) (**Form CCP-5**) together with (1) the cover page referenced in paragraph (1) below and (2) as an exhibit to each Monthly Statement, the detailed daily time entries and summaries of time normally submitted with an interim fee application (redacted as may be necessary and appropriate), as well as a detailed summary of all disbursements and expenses for which the Professional is seeking reimbursement (said detailed summary of all disbursements and expenses to be in conformity with paragraph C of Appendix D of the Local Bankruptcy Rules for the District of Maryland) on the following: (A) Debtors' counsel, Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, New York, 10022-4611, Attn.: Lisa G. Laukitis; (B) Office of the United States Trustee, District of Maryland, Baltimore Division, 300 West Pratt Street, Suite 350, Baltimore, Maryland 21201, Attn.: Mark A. Neal; (C) counsel for the Committee, when appointed; (D) counsel to the Agent to Debtors' Pre-Petition Lenders; (E) Counsel to D.E. Shaw Laminar Portfolios, LLC, Wilkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Steven Wilamowsky; and such other parties as the Court may direct, (collectively, the “Reviewing Parties”) and such other parties as the Court may direct, (collectively, the “Reviewing Parties”).
- b. In the event any of the Reviewing Parties has an objection to any portion of the Fees or Expenses sought in a particular Monthly Statement, based on a preliminary view that such fees and expenses are not properly allowable, they or it shall, on or before the fifteenth calendar day after the

date of the filing of the Monthly Statement at issue, serve by facsimile, overnight mail or hand delivery upon the Professional whose Monthly Statement is objected to, and the other Reviewing Parties, a written "Notice of Objection to Fee Statement" setting forth, at a minimum, the specific items and amount of Fees and Expenses to which the Reviewing Party objects and the basis for the objection. Thereafter, the Professional can seek payment of objected to Fees and Expenses through the Professional's next interim fee application, as described below;

- c. If no objection to any respective Professional's Monthly Statement is served by the deadline set forth in paragraph (b) above, the Debtors shall pay the amount of such Fees and Expenses less a 20% Holdback of the Fees, not later than the fifteenth calendar day after the last day on which any objections to the Monthly Statement were to be served and filed in accordance with paragraph (b) above;
- d. If an objection to any respective Professional's Monthly Statement is served by the deadline set forth in paragraph (b) above, the Debtors shall pay the amount of such Fees and Expenses requested in the Monthly Statement less any amount objected to and less a 20% Holdback of the Fees not objected to, by not later than the fifteenth calendar day after the last day on which any objections to the Monthly Statement were to be served and filed in accordance with paragraph (b) above. If following the service of an objection to a Monthly Statement the Professional and the party serving the objection are able to resolve their dispute in whole or in part, the Professional may serve on the Reviewing Parties a notice describing the terms of the resolution and the Debtors shall pay the balance of the Fees and Expenses no longer objected to (still applying a 20% Holdback as to Fees not subject to an objection) not later than the fifteenth calendar day after the date of service of the notice of resolution provided that such notice is served by facsimile, e-mail, overnight mail or hand delivery;
- e. The first Monthly Statement submitted by a Professional under this Order shall cover all periods from the Commencement Date through November 30, 2005, and it may be filed no earlier than the 15th of the following month and no later than the end of the following month. Other than the first Monthly Statement submitted by each of the Professionals pursuant to this Order, each Monthly Statement will cover a single calendar month;
- f. Neither an objection nor a failure to object shall prejudice a party's right to object to an interim or final fee application on any ground. Resolution of an objection shall not constitute a waiver of a party's right to object to an interim or final fee application, nor shall it prejudice the right of a Professional to seek full allowance of the balance of all fees and expenses in an interim or final fee application;
- g. The monthly Fees and Expenses paid pursuant to Monthly Statements under this Order shall not be deemed allowed or disallowed for purposes of sections 330 or 331 of the Bankruptcy Code. Rather, for each "Fee Period" set forth in paragraph (i) below, each Professional shall file with the Court and serve on the Reviewing Parties an application for interim approval and allowance of the Fees and Expenses requested pursuant to

section 331 of the Bankruptcy Code (the “Interim Fee Applications”) and in conformity with Appendix D to the Local Bankruptcy Rules for the District of Maryland; and serve notice of the filing of such Interim Fee Application on those parties set forth in paragraph (a) above as well as parties who have requested notice pursuant to Bankruptcy Rule 2002;

- h. If a Professional fails to serve a Monthly Statement timely, said Professional may not incorporate it into the next Monthly Statement, but the Professional may seek said fees in the next Interim Fee Application;
- i. Each professional shall file its first Interim Fee Application covering the period from the Commencement Date through and including December 31, 2005 on or before January 31, 2006. Thereafter, each Interim Fee Application will cover one of three Fee Periods in each calendar year. An Objection to an Interim Fee Application shall be filed on or before the 25th day on the month following the filing and serving of the Interim Fee Application. The three Fee Periods (following the first Fee Period) and the deadlines for filing, or objecting to an Interim Fee Application for each such Fee Period are as follows:

Fee Period	Deadline to File Interim Fee Application	Deadline to File Objection to Interim Fee Application
January 1 - April 30	May 31	June 25
May 1 - August 30	September 30	October 25
September 1 - December 31	January 31	February 25

- j. If a Professional fails to file and serve an Interim Fee Application timely, then said Professional may incorporate said fees into the next Interim Fee Application, but the Professional may not receive payment on any intervening Monthly Statements until the next Interim Fee Application is filed;
- k. Each Professional’s Monthly Statement and Interim Fee Application shall be divided into discrete service categories in conformity with Appendix D to the Local Bankruptcy Rules for the District of Maryland or as otherwise agreed upon by the United States Trustee and the Professional;
- l. Each Monthly Statement and Interim Fee Application shall be accompanied by a summary sheet (**Form CCP-6**);
- m. To the extent that any deadline set forth herein would fall on a Saturday, Sunday or “legal holiday,” as that term is defined by Bankruptcy Rule 9006, such deadline shall be extended to the next day that is not a Saturday, Sunday or legal holiday;
- n. If a Professional’s application to be employed is pending but has not yet been granted by the Court, said Professional shall nonetheless timely submit all Monthly Statements and Interim Fee Applications during such pendency; however, all payments under said Monthly Statements and Interim Fee Applications shall be held back by the Debtors pending approval by the Court of the employment of said Professional;

- o. Upon the collective written agreement of the Debtors, any Committee and the U.S. Trustee, a deadline with respect to submitting a Monthly Statement or an Interim Fee Application may be extended with respect to one or more Professionals without further Order of the Court. The deadline for objecting to a Monthly Statement or an Interim Fee Application of a particular Professional may be extended upon the written consent of said Professional without further Order of the Court. However, any amendments to the general procedures set forth herein require further Order of the Court; and
- p. Where the Professionals utilize the services of a third party copy service to reproduce and/or serve pleadings or other papers in these proceedings, the Debtor may directly pay (in advance or upon invoice) said third parties for said services, including among other things, any associated postage, overnight delivery or other charges, and thereafter report said expense on the Debtors' monthly reports. Alternatively, said third party copy service charges may be paid by the Debtors' Professionals and included for reimbursement in their next Monthly Statement or Interim Fee Application; and
- q. Pursuant to section 503(b)(3)(F) of the Bankruptcy Code, official members of any Committee may receive 100% reimbursement of all reasonable expenses associated with their work on Committee matters, and may seek such reimbursement through counsel to such Committee via the counsel's Monthly Statements or Interim Fee Applications.

3. All monthly fees and expenses paid pursuant to this Order shall be subject to the provisions of sections 330 and 331 of the Bankruptcy Code. Further, such monthly fees and expenses are reviewable and subject to revision before and at the end of the cases in accordance with section 330 of the Bankruptcy Code. In any proceedings conducted under section 330, nothing contained in this Order shall be deemed to change the burden of proof under applicable law. The United States Trustee, the Debtors, the Committee, and other parties in interest may object to the final allowance under section 330 of all or any part of the amounts requested, including those amounts already awarded and those subject to holdback.

4. Notwithstanding the possible applicability of Fed. R. Bankr. P. 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

END OF ORDER

ORDER SERVICE LIST

Admobile of Knoxville
10217 Lynn Chase Lane
Knoxville, TN 37932

AFC Worldwide Express
P.O. Box 965549
Marietta, GA 30066

All-Size Corrugated Products
P.O. Box 92973
Cleveland, OH 44194-2973

Alpha Marketing Resources LLC
10 Hilltop Drive
Mount Holly Springs, PA 17065

AmericaSmart Real Estate LLC
P.O. Box 933005
Atlanta, GA 31193-3005

Appalachia Business Comm Corp.
PO Box 30517
Knoxville, TN 37930-0517

Banta Direct Marketing Group
PO Box 78201
Milwaukee, WI 53278-0201

Best Read Guide
Touring Publications
PO Box 4580
Sevierville, TN

Bo Whaley Music, Inc.
Jimbo Whaley
686 Lloyd Huskey Road
Pigeon Forge, TN 37863

Brochure Distribution Services
PO Box 4065
1881 County Meadows Drive
Sevierville, TN 37864

Calico Cottage Inc.
210 New Highway
Amityville, NY 11701-1116

Capital Blue Cross
P.O. Box 779516
Harrisburg, PA 17177-9516

Chart Media
PO Box 1379
Murfreesboro, TN 37133-1379

CIT Group
Commercial Services Inc.
PO Box 1036
Charlotte, NC 28201-1036

Cintas Corporation # 407
340 Dunavant Drive
Rockford, TN 37853

Cody Kramer
200 Corporate Drive
Blauvelt, NY 10913

Containerport Group, Inc.
P.O. Box 827506
Philadelphia, PA 19182-7506

County of Sevier
125 Court Avenue, Suite 202E
Sevierville, TN 37862

Dolly Inc.
PO Box 931174
Cleveland, OH 44193

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PO Box 406678
Atlanta, GA 30384-6678

Fixture Resource Group
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Cincinnati, OH 45212

Grossman Law Offices
122 S. Michigan Avenue, Suite 1720
Chicago, IL 60603

H.G. Rotz Associates Inc.
105 Leader Heights Road
York, PA 17403

Hanover Terminal, Inc.
PO Box 77
Hanover, PA 17331

J.B. Hunt Transport, Inc.
File 98545
PO Box 1067
Charlotte, NC 28201-1067

John F. Freet, Jr.
2268 Sutton Road
York, PA 17403

Kelsan, Inc.
PO Box 60038
Charlotte, NC 28260

Kinsley Construction Inc.
2700 Water Street
PO Box 2886
York, PA 17405

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Department 888583
Knoxville, TN 37995-8583

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Pawleys Island, SC 29585

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PMB 4416
Blaine, WA 98230

Merchandise Testing Lab, Ltd.
NO. 105, Guang Zhong Road
Zhuan Quiao Town, Min Hang

Nancy Greenholt
Tax Collector
409 Main Street
McSherrystown, PA 17344

Neel's Wholesale Produce Co.
2308 Forest Avenue
Knoxville, TN 37916

Oki Wear Inc.
9109 Bachman Road
Orlando, FL 32824

PA Department of Community
Commonwealth Keystone Building
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Harrisburg, PA 17120-0225

Packaging Corp. of America
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Atlanta, GA 30353-2058

Pelican Bay, Ltd.
150 Douglas Avenue
Dunedin, FL 34698-7908

Pickard Distributing Corp.
6900 Strawberry Plane Pike
Knoxville, TN 37914

QA International Ltd.
446 North Seymour Ave.
Mundelein, IL 60060

Reliable Printing
3425 Teaster Lane
Sevierville, TN 37876

Resource Global Professionals
File 55221
Los Angeles, CA 90074-5221

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Nashville, TN 37244-0417

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PO Box 4870
Sevierville, TN 37864

Sevier County Utility District
420 Robert Henderson Road
PO Box 4398
Sevierville, TN 37864-4398

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2465 112th Avenue
Holland, MI 49424

Small Small World Enterprises
185 South Dean Street
Englewood, NJ 07631

Smoky Mountain Discount Service
912 Parkway
Gatlinburg, TN 37738

Strine Printing Company
PO Box 149
York, PA 17405-0149

Sunny Day Guide
800 Seahawk Circle, #106
Virginia Beach, VA 23452

Sysco Food Services
Robert Orr-Sysco
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Nashville, TN 37230

Sysco Foods
PO Box 3641
Harrisburg, PA 17105

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Knoxville, TN 37917

The Herald Newspaper
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Seymour, TN 37865

The Lamar Companies
TP Composites, Inc.
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Aston, PA 19014-1488

The Mountain Press
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Sevierville, TN 37864-4810

The Tennessean
PO Box 331309
Nashville, TN 37203-1309

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