

SCHEDULE "A"

**IN THE MATTER OF BACKBAY RETAILING CORPORATION AND
GRAY'S APPAREL COMPANY LTD.**

(Collectively the "Petitioners")

CREDITORS' PROOF OF CLAIM

PURSUANT TO THE

COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA")

Please read carefully the instructions accompanying this Proof of Claim. Please print legibly.

Full Name of Creditor: _____

(the "Creditor")

Full Mailing Address of Creditor: _____

(All notices and correspondence
regarding your Claim will be
forwarded to this address)

Fax No. _____

Telephone No. _____

Attention: _____

CLAIM DETAILS

Please indicate the amount of your Claim as against each of the Petitioners as at February 1, 2008, and the currency. Do not include Post-Filing Claims (see attached Schedule). "Claim" has the meaning set forth on the attached Schedule. Please total all Claims against all of the Petitioners and fill in the Total Claim Amount where indicated (below). All amounts in U.S. dollars will be converted to Canadian dollars at the Bank of Canada spot rate of exchange for exchanging U.S. dollar to Canadian dollars as at February 1, 2008.

<u>The Petitioners</u>	<i>Amount</i>	<i>U.S.\$</i>	<i>CAN \$</i>
Backbay Retailing Corporation	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Gray's Apparel Company Ltd.	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Mariposa Stores Limited Partnership	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Total Claim Amount:		\$ _____	\$ _____

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. I am the Creditor (or I am the _____ [title] of the Creditor).
2. My Claim is unsecured in the amount of \$ _____.
3. I have knowledge of all the circumstances concerning the Claim hereafter referred to.
4. Attached as schedules to this Proof of Claim are:
 - (a) a statement of account, affidavit of solemn declaration showing the amount of the Claim;
 - (b) documents which establish the validity and amount of the Claim; and
 - (c) a description of the transaction or agreement giving rise or relating to the Claim.

DATED at _____, this ____ day of _____, 2008.

(Signature of Witness)

(Signature of individual completing this form)

(please print name)

(please print name)

In order to participate in any distribution under the Plan, the duly completed Proof of Claim, together with all schedules and accompanying documents, must be returned to the Petitioners, at the following address on or before the **Claims Bar Date of July 15, 2008**:

Mariposa Stores Limited Partnership
88 First Avenue West
Vancouver, BC
V5Y 3K8

Attention: Douglas R. Bowley
Fax: (604) 873-4561

If your Claim is disallowed in whole or in part, then by July 31, 2008, the Petitioners will send you a Notice of Disallowance along with particulars as to how you may dispute the Notice of Disallowance. If you do not receive a Notice of Disallowance by that deadline, then the Petitioners have accepted your Claim for the purpose of voting and receiving distributions under the Plan of Arrangement to be filed by the Petitioners in the CCAA proceedings.

SCHEDULE TO PROOF OF CLAIM FORM

“Claim” means any right or claim of any Person against any one or more of the Petitioners whatsoever, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of the Petitioners, which indebtedness, liability or obligation is in existence at the Filing Date and which is not a Post-Filing Claim, and any interest that may accrue thereon up to and including the Filing Date where there is an obligation to pay such interest, pursuant to the terms of any contract with such Person, by operation of statute or other law or in equity, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which exist on or before the Filing Date, together with any claims that would have been claims provable in bankruptcy had the Petitioners become bankrupt on the Filing Date including, without restriction, a claim arising after the Filing Date as a result of the termination of an executory contract or lease by any of the Petitioners as part of the restructuring of the business of the Petitioners.

“Filing Date” means February 1, 2008

“Person” includes all of the Petitioners’ current and former shareholders and directors, creditors, customers, suppliers, contractors, lenders, customs, brokers, purchasing agents, landlords and lessors (including, without limitation, equipment lessors and lessors of real property and immoveables), sub-sublandlords, tenants, sub-tenants, licensors and licensees, issuers of permits or holders of permits, grantors of indefeasible rights of use or holders of indefeasible rights of use, the federal and provincial Crown, municipalities or any other entity exercising executive, legislative, judicial regulatory or administrative functions of or pertaining to government in Canada, the United States or elsewhere and any corporation or other entity owned or controlled by or which is the agent of any of the foregoing, and any other person, firm, corporation or entity wherever situate or domiciled.

“Post-Filing Claim” means any right or claim of any Person against the Petitioners whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of the Petitioners, with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, arising from or caused by, directly or indirectly, any action taken by the Petitioners from and after the Filing Date.