

This is the 3rd Affidavit
of Kathryn Adrian in this case
and was made on September 26, 2011

No. VLC-S-B-110732
VANCOUVER REGISTRY
Estate No's 11-253244, 11-253245, and 11-253246

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF

**PLEASE MUM PARTNERSHIP
ELIA FASHIONS LTD.
BOSSA NOVA FASHIONS LTD.**

AFFIDAVIT

I, **KATHRYN ADRIAN**, businessperson, of 333 Woodland Drive,
Vancouver, B.C., V5L 3P6, SWEAR THAT:

1. I am authorized by Please Mum Partnership, Elia Fashions Ltd. and Bossa Nova Fashions Ltd. (collectively "**Please Mum**" or the "**Company**") to depose this Affidavit and do so on their behalf.
2. I am the Founder and the Chief Executive Officer of Please Mum and, as such, I have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I do verily believe the same to be true.



DISCLAIMED STORES

3. As deposed in my Affidavit #1 and Affidavit #2, Please Mum has disclaimed the leases for all of its retail stores pursuant to section 65.2 of the *Bankruptcy and Insolvency Act*, with the exception of 13 retail stores which remain operating at this time.

4. I have read the Affidavit #1 of Linda Galessiere, sworn September 19, 2011 and filed herein.

5. I understand that Ms. Galessiere of McLean & Kerr is counsel for Ivanhoe Cambridge Inc., 20 VIC Management Inc., Morguard Investments Limited, Retrocom Mid Market REIT, Primaris Retail Real Estate Investment Trust and Crombie Real Estate Investment Trust (the "**McLean & Kerr Landlords**"). The McLean & Kerr Landlords represent the landlords of a substantial number of store premises leased to Please Mum.

6. Please Mum issued the bulk of its disclaimer notices to landlords as of about July 8, 2011 (the "**July Disclaimers**"). Thereafter, Please Mum issued eight further disclaimer notices to landlords as of about August 24, 2011 (the "**August Disclaimers**").

7. In each case, Please Mum vacated the premises for all disclaimed stores in a timely and efficient manner to provide the affected landlords with as much time as possible to relet the premises and mitigate any losses.

8. Ms. Galessiere deposes that Please Mum remained, as examples, in possession of certain stores leased from certain McLean & Kerr Landlords until July 11, July 12, 2011 or, in at least one case, July 13, 2011, which were disclaimed pursuant to the July Disclaimers.

9. To be clear, Please Mum vacated all store premises affected by the July Disclaimers by July 12, 2011, with the exception of the Discovery Harbour Shopping Centre store in Campbell River, B.C. (the "**Campbell River Store**"), which was vacated by July 13, 2011. Please Mum, through its counsel, informed counsel for the McLean & Kerr Landlords, as well as certain other landlords in response to inquiries, that it is unable to pay any rents in connection with the notice period under the July Disclaimers.

10. Ms. Galessiere also deposes that Please Mum remained, as examples, in possession of certain stores leased from certain McLean & Kerr Landlords until August

Ca

28, 2011 or, in some cases, August 30, 2011, which were disclaimed pursuant to the August Disclaimers. To be clear, the August 2011 rents for the stores affected by the August Disclaimers had already been paid and Please Mum vacated all of these stores before the end of August 2011. Please Mum, through its counsel, informed counsel for the McLean & Kerr Landlords, as well as certain other landlords, that it is unable to pay any rents in connection with the notice period under the August Disclaimers.

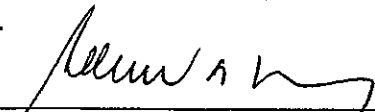
11. Please Mum paid the rents up to June 30, 2011 in respect of the stores affected by the July Disclaimers and the rents up to August 31, 2011 in respect of the stores affected by the August Disclaimers. Accordingly, July 1 – 13, 2011 for the Campbell River Store and July 1-12, 2011 for the other stores affected by the July Disclaimers, are the only days that Please Mum occupied any store premises (leased from the McLean & Kerr Landlords or any other landlords) for which it did not pay rent.

12. Based on the Company's calculations, the total pro rated rent owed by Please Mum relating to the period of July 1 – 13, 2011 for the Campbell River Store and July 1-12, 2011 for the other stores affected by the July Disclaimers is \$296,163.53.

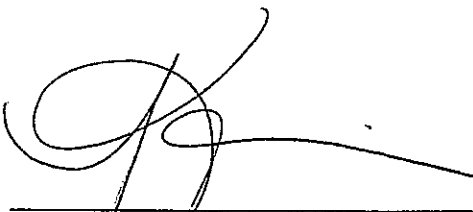
INDEBTEDNESS TO RBC

13. In my Affidavit #2, I deposed that the Company's indebtedness to Royal Bank of Canada ("RBC") had been substantially reduced to \$750,000 through the sale of Please Mum's consolidated inventory and reduction in operating costs. That figure was incorrect as it only accounted for the amount owing to RBC in relation to its operating line. To clarify, the total amount owing by the Company to RBC in relation to the operating line plus other credit facilities is approximately \$1.13 million.

SWORN BEFORE ME at Vancouver
British Columbia, on September 26,
2011.



A Commissioner for taking Affidavits
within British Columbia



KATHRYN ADRIAN

ADRIAN L. WONG
A Commissioner for taking
affidavits for British Columbia

ADRIAN L. WONG
Notary Public
128 East Pender Street
Vancouver, B. C. V6A 1T3