



FORCE FILED

No. S-234092
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

POLYCAN HEALTH CENTRE (CANADA) INC., ANQI MAI, ALSO
KNOWN AS AN QI MAI, ALSO KNOWN AS ANDREW MAI,
WEIDONG ZHU, ALSO KNOWN AS WEI DONG ZHU, ALSO
KNOWN AS WILLIAM ZHU, SUI ZHANG AND HUA XU

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: Deloitte Restructuring Inc. ("**Deloitte**", or the "**Receiver**"), court
appointed receiver of PolyCan Health Centre (Canada) Inc.
("**PolyCan**", or the "**Company**")

To: The Service List, attached hereto as **Schedule "A"**

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the
courthouse at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on March 28, 2025 at 9:45 a.m. for
the orders set out in Part 1 below.

The applicant estimates that the application will take 15 min.

☒ This matter is not within the jurisdiction of an Associate Judge.

Part 1: ORDER(S) SOUGHT

1. An Order, in the form of the draft order attached as **Schedule "B"** to this Notice of
Application (the "**Distribution and Discharge Order**");
 - (a) that service of notice of this Application and supporting materials is hereby
declared to be good and sufficient, and no other person is required to have been
served with notice of this Application, and time for service of this Application is
abridged to that actually given;

- (b) approving pay out to the Bank of Montreal ("**BMO**" or the "**Petitioner**") of the net proceeds from the estate as final payment of the indebtedness owing to BMO by PolyCan (the "**Distribution**"), less amounts to be reserved by the Receiver to fund the costs associated with the Receiver's discharge including final Receiver's fees and legal fees;
- (c) approving the activities of the Receiver as described in the First Report and the Second Report (all as hereinafter defined), and the Receiver's statement of receipts and disbursements from the Date of Receivership (as hereinafter defined) to March 14, 2025;
- (d) approving the fees and disbursements of the Receiver and the Receiver's counsel;
- (e) authorizing the Receiver to assign PolyCan into bankruptcy, with Deloitte acting as trustee of PolyCan, as applicable;
- (f) subject to the Receiver filing a certificate with the Court confirming that it has discharged its obligations pursuant to the Receivership Order (as hereinafter defined), discharging the Receiver and terminating these Receivership Proceedings; and
- (g) such further and other relief as counsel may advise and this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Background

1. PolyCan was engaged in the business of operating a health care centre and a walk-in medical clinic. The walk-in medical clinic ceased operations on December 19, 2023 at the direction of the Receiver.
2. PolyCan contracted with persons with experience in the operation of healthcare facilities and health care practitioners. PolyCan's health care practitioners provided various services including, among other things, physiotherapy, massage therapy, acupuncture, shockwave therapy, and counselling.
3. PolyCan operated from a 20,000 square foot leased premises at units 102 and 205, 9055 University High Street, Burnaby, BC (the "**Premises**"). PolyCan was a tenant under a lease agreement with the landlord, SFU Community Corporation as Trustee of the SFU Community Trust ("**SFU**"), dated April 15, 2019 (the "**SFU Lease**").

4. A portion of the Premises was sublet to the City of Burnaby, specifically the Burnaby Fire Department, pursuant to a commercial sublease agreement between PolyCan and the City of Burnaby dated December 15, 2022 (the "**Sublease**").
5. Mr. Andrew Mai ("**Mr. Mai**") is the sole director and officer of PolyCan. Ms. Sui Zhang (also known as Ms. Sonia Mai, "**Ms. Mai**" and, together with Mr. Mai, the "**Mais**") is Mr. Mai's spouse and was also involved with the operations of PolyCan.
6. As of October 2023, PolyCan had two employees, a junior doctor and a medical office assistant, and nine health practitioners engaged under fee sharing contracts with PolyCan (the "**Health Practitioners**").

The Indebtedness

7. PolyCan's primary assets included medical equipment, the extensive leasehold improvements undertaken at the Premises, and the goodwill associated with the operating business.
8. PolyCan's principal secured creditor is BMO who was owed \$4,502,381 as at February 6, 2024, pursuant to letter of credit (the "**BMO Credit Facility**") and General Security Agreement granted by PolyCan.
9. In addition to the BMO Credit Facility, the following guarantees were granted to BMO:
 - (a) a guarantee by the Mais for all debts and liabilities of PolyCan to BMO dated April 26, 2018, limited to the amount of \$2,550,000 plus interest at the rate of BMO's prime rate plus 3%; and
 - (b) a guarantee by Mr. Weidong (William) Zhu ("**Mr. Zhu**") and Ms. Hua (Alice) Xu ("**Ms. Xu**") of the obligations of PolyCan to BMO under its credit facilities (the "**Zhu and Xu Guarantee**"), limited to the amount of \$2,450,000 plus interest at the rate of BMO's prime rate plus 3%.
10. Pursuant to an Order of the Supreme Court of British Columbia dated October 26, 2022, with effect as of November 23, 2023, Deloitte was appointed Receiver (the "**Receivership Order**").

Part 3: Summary of the Receiver's Activities

11. Upon its appointment, the Receiver commenced a process to identify parties that may be interested in acquiring the business and assets of PolyCan. Mr. Mai had previously canvassed the market for buyers prior to the pronouncement of the Receivership Order.
12. On February 5, 2024, the Receiver entered into an asset purchase agreement ("**APA**") with 1461890 B.C. Ltd. (the "**Purchaser**"). Pursuant to the APA, the Purchaser agreed to purchase, and the Receiver agreed to sell, all of PolyCan's rights, title and interest in and to the assets of PolyCan with certain limited exclusions, for cash consideration of \$474,757 plus provincial sales tax ("PST") of \$9,450 (the "**Transaction**").
13. In addition, pursuant to the terms of the APA and as part of the purchase price, the Purchaser agreed to make payment of the Guarantee Discharge Amount (as defined in the APA) to the Receiver which amounted \$2,625,243. In consideration of this payment, BMO agreed to release and discharge the personal guarantees provided by Mr. Zhu and Ms. Xu related to the obligations of PolyCan under the BMO Credit Facility.
14. Closing of the Transaction was conditional on an assignment of the SFU Lease to the Purchaser upon payment of any cure costs. The APA provided for the payment of \$90,217 to SFU to "top-up" the security deposit under the SFU Lease.
15. The Transaction closed on February 29, 2024 as planned, and all amounts due under the APA totalling \$2,899,668 (excluding the \$300,000 deposit previously paid by the Purchaser) were received by the Receiver.
16. The Receiver's activities leading up to and including the Transaction, were fully set out in the First Report of the Receiver issued on February 9, 2024. A confidential supplement to the First Report was filed on February 19, 2024 and sealed pending the closing of the Transaction as it provided further commercially sensitive information to the Court on the offers received in the sale process. The Receiver also issued a supplement to the First Report on February 25, 2024, to provide responses to certain statements alleged by Mr. Mai and to provide the Court with additional information pertaining to the sale process undertaken by the Receiver.

17. On February 26, 2024, despite opposition from the Company via its legal counsel, the Court granted an Order (the "**Sale Approval Order**") approving the Transaction.
18. Subsequent to the closing of the Transaction, the Receiver's activities have included, amongst other things, the following:
 - (a) arranging for the cancellation of insurance coverage at the closing date of the Transaction and the return of the remaining policy premium;
 - (b) liaising and assisting Canada Revenue Agency ("CRA") in relation to its audits of the Company's Goods and Services ("GST") returns and payroll source deductions returns;
 - (c) investigating and attempting to recover value in respect of the remaining assets of the Company that were excluded from the Transaction, as further described later in this Report;
 - (d) attending to various statutory matters, including filing GST and PST returns, and WorkSafe BC reports; and
 - (e) preparing the Second Report of the Receiver, to be filed (the "**Second Report**").

PolyCan's Creditors

19. As set out in the Second Report, the Receiver has finalised many of the creditor claims filed against PolyCan. The Receiver understands PolyCan to have the following outstanding creditors as at the date of the Second Report:
 - (a) Canada Revenue Agency ("**CRA**") submitted a property claim in the amount of \$69,720 in respect of outstanding FST (the "**CRA GST Property Claim**"). If PolyCan is assigned into bankruptcy, the CRA GST Property Claim will no longer retain a deemed trust status under the *Excise Tax Act*, and will be treated as an unsecured liability;
 - (b) BMO is the principal secured creditor of PolyCan, and subsequent to the Sale Approval Order in which the Receiver made an interim distribution to BMO on May 3, 2024, BMO is owed an outstanding indebtedness under the BMO Credit Facility of \$2,106,585 plus accrued interest (the "**BMO Outstanding Debt**"); and

- (c) the Receiver estimates unsecured creditors' claims total approximately \$2,459,202 as at the Date of Receivership. Given that BMO is expected to suffer a shortfall in respect of the BMO Outstanding Debt, the Receiver has not reviewed the claims of the unsecured creditors, but has provided ad-hoc updates on the status of the Receivership Proceedings.

Fees and Disbursements of the Receiver and its Counsel

20. The Receiver's statements of account from the Date of Receivership to March 14, 2025 are included at Appendix A of the Second Report. The Receiver is currently holding a total balance of \$419,522 in its estate account.
21. The Receiver has invoiced approximately \$270,453 in fees and costs (excluding taxes) from the Date of Receivership to January 20, 2025.
22. DLA Piper (Canada) LLP as the Receiver's counsel has invoiced approximately \$82,422 in fees and costs (excluding taxes) from the Date of Receivership to December 31, 2024.
23. BMO has approved the advance of \$15,000 from the estate for the fees and costs to be incurred by the Receiver to administer PolyCan's bankruptcy proceedings (the **"Bankruptcy Costs"**).
24. The Receiver estimates that it, together with its legal counsel, will incur up to \$15,000 in additional fees and disbursements, exclusive of taxes, in order to complete the administration of the estate (together with the Bankruptcy Costs, the **"Completion Costs"**), excluding the additional Bankruptcy Costs to administer the bankruptcy proceedings.
25. The Receiver's fees as set out in the Second Report are consistent with fees charged by similar firms in British Columbia that have the capacity and expertise to undertake a file of comparable size and complexity and work undertaken was delegated to the appropriate professionals in the Receiver's organisation based on seniority and hourly rates.
26. The Receiver has reviewed all accounts rendered by the Receiver's Counsel in this period and confirms that all services described in the accounts of the Receiver's Counsel were rendered to the Receiver, and that the Receiver believes that all charges are fair reasonable and consistent with the market for such legal services in British Columbia.

Proposed Final Distribution and Discharge

27. The Receiver has acted with good faith throughout these proceedings and has complied with the statutory requirements of Receivers as set out in the BIA, and the orders issued by this Court from time to time.
28. The Receiver proposes to distribute the funds that it currently holds in its account as follows:
 - (a) payment of the Completion Costs and any other costs incidental to the conclusion of the administration of these Receivership Proceedings;
 - (b) payment to BMO of all residual funds held by the Receiver in the estate thereafter, in partial satisfaction of the BMO Outstanding Debt (the "**BMO Distribution**"),(collectively, the "**Final Distribution**").
29. The BMO Distribution is estimated to be between \$385,000 to \$390,000, which would render a shortfall on the BMO Outstanding Debt in the sum of more than \$1.7 million.
30. Upon the payment of the Final Distribution, the Receiver will be in a position to close these receivership proceedings without requiring any further relief from this Court.
31. Accordingly, the Receiver is of the view that, upon distribution, it is appropriate for this Court to issue an order terminating the receivership proceedings upon the issuance of a Receiver's Termination Certificate on notice to the Service List and filed with the Court registry.

Assignment of PolyCan into Bankruptcy

32. This Court has the authority to authorize the Receiver to make an assignment in bankruptcy on behalf of PolyCan, and should exercise this authority in the present case since:
 - (a) PolyCan owes substantial liability to BMO and unsecured creditors, but it has no realizable or valuable assets remaining;
 - (b) PolyCan is unable to meet its obligations as they generally become due, and is an "insolvent person" within the meaning of Section 2 of the BIA;
 - (c) the Receiver is unaware of any other person willing to assign PolyCan into bankruptcy; and

- (d) Deloitte has consented to act as Trustee to administer PolyCan's bankruptcy and there is no conflict by Deloitte acting both as Receiver and Trustee.

33. For such reasons, it is just and equitable for this Court to permit the Receiver to assign PolyCan into bankruptcy.

Part 3: LEGAL BASIS

1. The Receiver will rely on:
 - (a) The Receivership Order made in these Proceedings;
 - (b) The BIA, particularly Part XI and sections 243, 246, 247, and 249;
 - (c) The *Supreme Court Civil Rules*, particularly Rules 8-1 and 13-1(17);
 - (d) The inherent and equitable jurisdiction of this Honourable Court; and
 - (e) Such further and other legal bases and authorities as counsel may advise and this Honourable Court may permit.

Part 4: MATERIAL TO BE RELIED ON

1. First Report of the Receiver, filed February 9, 2024;
2. Second Report of the Receiver, to be filed;
3. Affidavit #1 of Paul Chambers, made March 18, 2025;
4. Affidavit #1 of Colin Brousson, made March 17, 2025;
5. Such further and other materials as counsel may advise and this Honourable Court shall permit.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33;
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding; and

- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
- (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

March 19, 2025
Date

"DLA Piper (Canada) LLP"
Signature of ☒ lawyer for filing party
DLA Piper (Canada) LLP (Holly Yuen)
Lawyer for the Receiver

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1
of this notice of application

with the following variations and additional terms:

Date: _____

Signature of Judge Associate

Judge

SCHEDULE "A"

SERVICE LIST

No. S-234092
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

POLYCAN HEALTH CENTRE (CANADA) INC., ANQI MAI, ALSO
KNOWN AS AN QI MAI, ALSO KNOWN AS ANDREW MAI,
WEIDONG ZHU, ALSO KNOWN AS WEI DONG ZHU, ALSO
KNOWN AS WILLIAM ZHU, SUI ZHANG AND HUA XU

RESPONDENTS

Service List (as of March 19, 2025)

<p>Lawson Lundell Suite 1600 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2</p> <p>Attention: Bryan C. Gibbons and Noor Mann</p> <p>Email: bgibbons@lawsonlundell.com nmann@lawsonlundell.com</p> <p>Tel.: 604.685.3456</p> <p><i>Counsel to the Bank of Montreal</i></p>	<p>DLA Piper (Canada) LLP Suite 2700, The Stack 1133 Melville Street Vancouver, BC V6E 4E5</p> <p>Attention: Colin Brousson</p> <p>Email: colin.brousson@dlapiper.com navi.kaile@dlapiper.com</p> <p>Tel.: 604.687.9444</p> <p><i>Counsel to the Receiver</i></p>
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<p>Deloitte Restructuring Inc. 410 West Georgia Street Vancouver, BC V6B 0S7</p> <p>Attention: Paul Chambers</p> <p>Email: pachambers@deloitte.ca</p> <p>Tel.: 604.640.3368</p> <p><i>Receiver</i></p>	<p>Bridgehouse Law LLP 9th Floor, 900 West Hastings St. Vancouver, BC V6C 1E5</p> <p>Attention: H.C. Ritchie Clark, K.C.</p> <p>Email: rclark@bridgehouselaw.ca</p> <p>Tel.: 604.336.8344</p> <p><i>Counsel to Polycan Health Centre (Canada) Inc. and Andrew Mai (was previously self represented)</i></p>
<p>Sampson Davie Fane Volpiana LLP 408 – 355 Burrard Street Vancouver, BC V6C 2G8</p> <p>Attention: Herman Li</p> <p>Email: hermanl@daviefane.com</p> <p>Tel.: 604.343.1941</p> <p><i>Counsel to SFU Community Corporation as Trustee of the SFU Community Trust</i></p>	<p>Dolden Wallace Folick LLP 18th Floor - 609 Granville St. Vancouver, B.C. V7Y 1G5</p> <p>Attention: Jill Shore</p> <p>Email: jshore@dolden.com Sylvia.Leong@cna.com Carly.Winterhalt@cna.com</p> <p><i>Counsel for Continental Casualty Company</i></p>

Email Distribution List:

bgibbons@lawsonlundell.com; nmann@lawsonlundell.com; colin.brousseau@dlapiper.com;
navi.kaile@dlapiper.com; pachambers@deloitte.ca; rclark@bridgehouselaw.ca;
hermanl@daviefane.com; jshore@dolden.com; Sylvia.Leong@cna.com;
Carly.Winterhalt@cna.com;

SCHEDULE "B"

DRAFT DISTRIBUTION AND DISCHARGE ORDER

No. S-234092
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

POLYCAN HEALTH CENTRE (CANADA) INC., ANQI MAI, ALSO
KNOWN AS AN QI MAI, ALSO KNOWN AS ANDREW MAI,
WEIDONG ZHU, ALSO KNOWN AS WEI DONG ZHU, ALSO
KNOWN AS WILLIAM ZHU, SUI ZHANG AND HUA XU

RESPONDENTS

ORDER MADE AFTER APPLICATION

))	
))	
BEFORE)	THE HONOURABLE)	March <u>28</u> , 2025
)	JUSTICE)	
))	

ON THE APPLICATION of Deloitte Restructuring Inc., in its capacity as court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of PolyCan Health Centre (Canada) Inc. (the "**Debtor**") coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on March 28, 2025 and on hearing Holly Yuen, counsel for the Receiver, and those other counsel listed in **Schedule "A"** hereto, and no one else appearing, although duly served; AND UPON READING the material filed, including the Second Report of the Receiver dated March 28, 2025 (the "**Second Report**");

THIS COURT ORDERS that:

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

DISTRIBUTION

2. The Receiver is authorized and directed to pay out to Bank of Montreal ("**BMO**" or the "**Petitioner**") the net proceeds from the estate as final payment of the indebtedness owing to BMO by the Debtor, less amounts to be reserved by the Receiver to fund the costs associated with the Receiver's discharge including final Receiver's fees and legal fees, which are hereby approved.

FEE APPROVAL

3. The First Report of the Receiver issued on February 9, 2024, and the Second Report of the Receiver issued on March 18, 2025, and the activities of the Receiver described therein are hereby approved.
4. The fees and disbursements of the Receiver from November 23, 2023 (the "**Date of Receivership**") to January 20, 2025, as set out in the Second Report and the 1st Affidavit of Paul Chambers, are hereby approved.
5. The fees, disbursements and taxes of DLA Piper (Canada) LLP ("**DLA**"), from November 23, 2023 to March 11, 2025, as set out in the Second Report and the 1st Affidavit of Colin Brousson, are hereby approved.
6. The fees and disbursements of the Receiver and the DLA, estimated not to exceed \$15,000 in aggregate, exclusive of applicable taxes, for the completion of remaining activities in connection with these Receivership proceedings, are hereby approved. If the additional fees and disbursements of the Receiver and DLA exceed this amount, the Receiver shall seek approval of this Court for the amount in excess. For greater certainty, if the additional fees and disbursements incurred by the Receiver and DLA are less than the maximum approved herein, no further action is required by any party to effect the approval of such additional fees and disbursements.
7. The Receiver's estimated fees and disbursements of approximately \$15,000, inclusive of applicable taxes, to be incurred in relation to the assignment into bankruptcy of the Debtor be and are hereby approved.

BANKRUPTCY OF THE DEBTOR

8. The Receiver is authorized to file an assignment in bankruptcy in respect of the Debtor pursuant to Section 49 of the *Bankruptcy and Insolvency Act* (the "**BIA**"), R.S.C. 1985, c. B-3, as amended, appointing Deloitte Restructuring Inc. as Trustee of the Debtor. The Receiver is authorized to sign such documents in the name of the Debtor and to take such steps as are necessary to make the assignment into bankruptcy. For greater certainty, no resolutions or other authorizations from directors, officers or shareholders of the Debtor will be required to commence the bankruptcy proceedings. The Receiver shall be entitled, but not obligated, to act as trustee of the Debtor in such bankruptcy.
9. In addition, without limiting the rights and protections to the Receiver pursuant to the Receivership Order issued on October 26, 2024, and the BIA, which continue to apply, the Receiver and its employees and representatives shall not incur any liability as a result of acting in accordance with this Order or administering the Debtor, save and except for any gross negligence or willful misconduct on the part of such parties.

TERMINATION OF PROCEEDINGS

10. Upon the service by the Receiver of an executed certificate in substantially the form attached hereto as **Schedule "B"** (the "**Receiver's Termination Certificate**") on the Service List, by email, certifying that, to the knowledge of the Receiver, all matters to be attended to in these proceedings have been completed, these proceedings shall be terminated without any further act or formality (the "**Termination Time**"), provided that nothing herein impacts the validity of any Orders made in these proceedings or any action or steps taken by any by individual, firm, partnership, corporation, governmental body or agency, or any other entity pursuant thereto.
11. The Receiver is hereby directed to file a copy of the Receiver's Termination Certificate with the Court as soon as practicable following service thereof on the Service List.
12. The Receiver is hereby directed to post a copy of the filed Receiver's Termination Certificate on the Receiver's website.

DISCHARGE OF RECEIVER

13. Effective at the Termination Time, Deloitte Restructuring Inc. shall be and is hereby discharged from its duties as the Receiver and shall have no further duties, obligations, liabilities, or responsibilities as Receiver from and after the Termination Time, provided

that, notwithstanding its discharge as Receiver herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of Deloitte Restructuring Inc. in its capacity as Receiver.

14. Notwithstanding any provision of this Order, the Receiver's discharge or the termination of these proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Receiver shall continue to have the benefit of any of the rights, approvals and protections in favour of the Receiver at law or pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, the Receivership Order, any other Order of this Court in these proceedings or otherwise, all of which are expressly continued and confirmed following the Termination Time, including in connection with any actions taken by the Receiver following the Termination Time with respect to the Debtor or these proceedings.
15. No action or other proceeding shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the Receiver.

GENERAL

16. Any party affected by this order may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Petitioner, Purchaser or the Receiver and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioner, Purchaser or to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioner, Purchaser, or the Receiver and their respective agents in carrying out the terms of this Order.

18. Endorsement of this Order by counsel or any unrepresented party appearing on this application, other than counsel to the Receiver, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of ☒ lawyer for the Receiver
DLA Piper (Canada) LLP (Holly Yuen)

BY THE COURT

REGISTRAR

SCHEDULE "A"

LIST OF COUNSEL

NAME OF COUNSEL	PARTY REPRESENTING

SCHEDULE "B"

RECEIVER'S TERMINATION CERTIFICATE

No. S-234092
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

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POLYCAN HEALTH CENTRE (CANADA) INC., ANQI MAI, ALSO
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RESPONDENTS

RECEIVER'S TERMINATION CERTIFICATE

- A. By Order pronounced on October 26, 2022, (the "**Receivership Order**") by the Supreme Court of British Columbia, Deloitte Restructuring Inc. was appointed as the Receiver of the assets, undertakings and property of PolyCan Healthcare (Canada) Inc. (and in such capacity, the "**Receiver**").
- B. Pursuant to an order of the Court dated March 28, 2025 (the "**Termination Order**"), the Court authorized these within proceedings be terminated by delivery of a Receiver's Termination Certificate, the Receiver shall be released and discharged, and these proceedings will be terminated and shall be of no further force or effect.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Termination Order.

THE RECEIVER HEREBY CERTIFIES the following:

1. The Receiver is hereby released and discharged; and
2. The within proceedings are terminated.

This Certificate was delivered by the Receiver at [TIME] on _____, 2025.

Deloitte Restructuring Inc., in its capacity
as the Receiver of PolyCan Health Care
Centre (Canada) Inc. and not in its personal
capacity:

Per: _____

Name

No. S-234092
Vancouver Registry

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WILLIAM ZHU, SUI ZHANG
AND HUA XU

RESPONDENTS

ORDER MADE AFTER APPLICATION

DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 036474-00005

HY7803/nk7621

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ oral matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☐ none of the above

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IN THE SUPREME COURT OF BRITISH COLUMBIA

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PETITIONER

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AND HUA XU

RESPONDENTS

NOTICE OF APPLICATION

DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5
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