

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	)
	)	JUSTICE	)
	)	<i>Hori</i>	)

March 28, 2025

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 1<sup>st</sup> 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 1<sup>st</sup> 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 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.

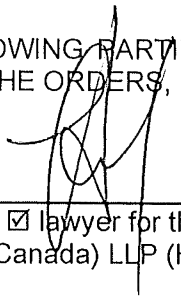
## GENERAL

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

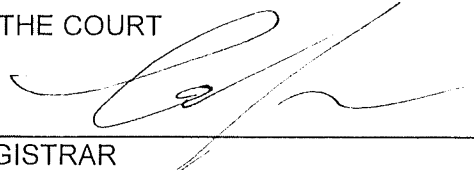
requested to make such orders and to provide such assistance to the Petitioner, Purchaser or to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioner, Purchaser, or the Receiver and their respective agents in carrying out 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**

<b>NAME OF COUNSEL</b>	<b>PARTY REPRESENTING</b>

**SCHEDULE "B"**

**RECEIVER'S TERMINATION CERTIFICATE**

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

**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

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**

---

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