Electronically issued / Délivré par voie électronique : 27-May-2026 Court File No./N° du dossier du greffe: CV-25-00749244-00CL
Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

Court File No. CV-25-00749244-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 20TH DAY
	)	
JUSTICE W.D. BLACK	)	OF MAY, 2026

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SRX HEALTH SOLUTIONS (CANADA) INC. AND ALL OF THE ENTITIES LISTED AT **SCHEDULE "A"** HERETO

Applicants

ORDER
(Distribution, Discharge and Termination)

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**", and such proceeding, the "**CCAA Proceeding**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Michael Young, sworn May 11, 2026, and the Exhibits thereto (the "**Young Affidavit**"), the Seventh Report of Grant Thornton Limited ("**GT**") dated Mary 13, 2026 the ("**Seventh Report**") in its capacity as the court-appointed monitor (in such capacity, the "**Monitor**") and the Amended and Restated Initial Order of Justice Black dated August 21, 2025, as further amended or restated from time to time (the "**Initial Order**"), and on hearing the submissions of counsel for the Applicants and such other parties listed on the

Participant Sheet, and no one appearing for any other party although duly served as appears from the Affidavit of Service of Shallon Garrafa, filed,

DEFINITIONS

1. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Seventh Report or the Initial Order, as amended.

DISTRIBUTIONS

2. **THIS COURT ORDERS** that the Applicants and the Monitor are hereby authorized, without further order of this Court, to distribute the remaining proceeds of sale, being approximately $431,956.00 (the "**Remaining Proceeds**"), as follows:

(a) first, to satisfy any and all amounts payable under the Administration Charge, including the reasonable fees and disbursements of the Monitor, the Monitor's counsel, and counsel to the Applicants, to the extent not previously paid; and

(b) second, to the DIP Lender, in satisfaction of amounts secured by the DIP Lender's Charge.

3. **THIS COURT ORDERS** that any distributions made in accordance with this Order shall be final and binding upon all persons, and the Applicants and the Monitor shall have no liability for any such distributions made in good faith and in accordance with this Order,

4. **THIS COURT ORDERS** that the Monitor and/or any of the Applicants are hereby authorized to take all necessary steps and actions to effect the proposed distribution in accordance with the provisions of this Order.

APPROVAL OF MONITOR'S REPORTS

5. **THIS COURT ORDERS** that the Reports (as defined in the Young Affidavit) and the activities, conduct, and decisions of the Monitor described in the Reports are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals.

APPROVAL OF FEES OF MONITOR AND ITS COUNSEL

6. **THE COURT ORDERS** that the professional fees and disbursements of the Monitor and its counsel, Cozen O'Connor LLP, as set out in the Seventh Report, including the estimated professional fees and disbursements to the Termination Time as further set out in the Seventh Report, including the fee affidavit of Daniel Wootton sworn May 13, 2026, and the fee affidavit of Dilina Lallani sworn May 13, 2026, are hereby approved.

TERMINATION OF CCAA PROCEEDINGS

7. **THIS COURT ORDERS** that, upon service by the Monitor of an executed certificate substantially in the form attached hereto as **Schedule "B"** (the "**Termination Certificate**") on the Service List in these CCAA Proceedings certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with the CCAA Proceedings have been completed, these CCAA Proceedings shall be terminated without any other act or formality (the "**CCAA Termination Time**"), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA Proceedings or any action or steps taken by any Person in connection therewith.

8. **THIS COURT ORDERS** that the Monitor is hereby directed to file a copy of the Termination Certificate with the Court and post a copy of the Termination Certificate on the case website maintained by the Monitor as soon as practicable following the CCAA Termination Time.

TERMINATION OF THE CHARGES AND DISCHARGE OF MONITOR

9. **THIS COURT ORDERS** that the Administration Charge and the DIP Lender's Charge (collectively, the "**Charges**") shall be and are hereby terminated, released, and discharged as of the CCAA Termination Time without need for any further act or formality.

10. **THIS COURT ORDERS** that, effective at the CCAA Termination Time, GT shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations, or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, GT shall have the authority to carry out, complete, or address any matters in its role as Monitor that are ancillary or incidental to these CCAA Proceedings, following the CCAA Termination Time, as may be required or appropriate. Notwithstanding any provision of this Order or the Monitor's discharge and termination of these CCAA Proceedings, GT and its advisors shall continue to have the benefit of the provisions of all Orders made in these CCAA Proceedings and all protections under the CCAA, including all approvals, protections, and stays of proceedings in favour of GT in its capacity as Monitor, at law or pursuant to the CCAA or any Order of this Court, and nothing in this Order shall affect, vary, derogate from, or amend any of the protections in favour of the Monitor pursuant to any Order issued in these CCAA Proceedings, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with

any actions taken by GT following the CCAA Termination Time with respect to ResidualCo or these proceedings.

MONITOR RELEASES

11. **THIS COURT ORDERS** that, effective at the CCAA Termination Time, in addition to the protections in favour of the Monitor in any Order of this Court in the CCAA Proceedings or the CCAA, the Monitor (in its personal and corporate capacity and in its capacity as Monitor), its counsel, and each of their respective affiliates, officers, directors, partners, employees, and agents, as applicable (collectively, the "**Monitor Released Parties**"), shall be released and forever discharged from any and all claims or liability that may be made against the Monitor Released Parties whether direct, indirect, known or unknown, matured or unmatured, foreseen or unforeseen, relating to matters that were raised or that could have been raised in the within proceedings that relate to or arise out of any act, omission, transaction, dealing or other occurrence, on or before the date that the Termination Certificate is filed with the Court and in respect of these CCAA Proceedings, including in carrying out any incidental matters or carrying out the terms of any Order granted in the CCAA Proceedings (collectively, the "**Monitor Released Claims**"), and any such Monitor Released Claims are hereby irrevocably and permanently released, stayed, extinguished, and forever barred, and the Monitor Released Parties shall have no liability in respect thereof, save and except for any gross negligence or wilful misconduct on the part of the Monitor Released Party.

ASSIGNMENT IN BANKRUPTCY

12. **THIS COURT ORDERS** that, at any time prior to or following the Termination Time,

(a) the Applicants or GT are hereby authorized to make an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended; and

(b) GT is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of any of the Applicants.

RELEASES IN FAVOUR OF RELEASED PARTIES

13. **THIS COURT ORDERS** that effective upon the filing of the Termination Certificate, Michael Young, Nina Martinez, Kent Cunningham and Cynthia Grelik (collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims, liabilities, demands, actions, causes of action, damages and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, contingent or absolute) arising from, based upon, or relating to any act, omission, transaction, dealing or other occurrence existing or taking place on or after August 6, 2025, in each case solely to the extent arising from, relating to, or in connection with the commencement, conduct, administration, implementation or completion of these proceedings under the CCAA, including the exercise of any powers, rights, authorities, duties or responsibilities in connection therewith (collectively, the "**Released Claims**").

14. **THIS COURT ORDERS** that the Released Claims are hereby fully, finally, irrevocably and forever waived, discharged and barred against the Released Parties, provided that nothing in this Order shall release (a) any claim arising from the gross negligence or wilful misconduct of any Released Party or (b) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

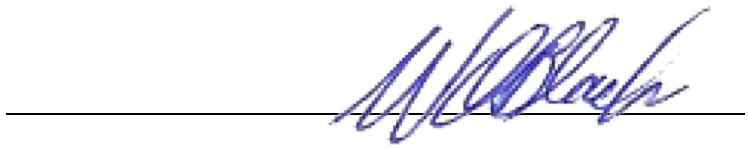
EXTENSON OF THE STAY OF PROCEEDINGS

15. **THIS COURT ORDERS** that the stay of proceedings granted in the Initial Order be and is hereby extended up to the earlier of (i) June 29, 2026 and (ii) the service of the Termination Certificate.

GENERAL

16. **THIS COURT ORDERS** that the Monitor is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside of Canada.

17. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.



SCHEDULE "A"

1. CONNECTRX INC.
2. TDDA SR SMO, INC.
3. TORONTO DIGESTIVE DISEASE ASSOCIATES, INC.
4. ALBERTA SPECIALTY RX INC.
5. EDMONTON SRX INC.
6. S. PARSONS PHARMACY LTD.
7. SRX 101 INC.
8. 0864009 B.C. LTD.
9. SRX-ISLAND HOLDINGS INC.
10. RX SOLUTIONS INC.
11. 3788602 MANITOBA LTD.
12. SRX-NS INC.
13. SRX PHARMA INC.
14. VAUGHAN ENDOSCOPY CLINIC INC.
15. 1001333161 Ontario Inc.
16. 1001333162 Ontario Inc.

SCHEDULE "B"

Court File No.: CV-25-00749244-00CL

ONTARIO
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TERMINATION CERTIFICATE

1. Pursuant to an Initial Order of the Ontario Superior Court of Justice (the "**Court**") dated August 12, 2026, the Applicants were granted creditor protection pursuant to the *Companies' Creditors Arrangement Act* R.S.C. 1985,c.C-36, as amended (the "**CCAA**") and Grant Thornton Limited ("**GT**") was appointed ascourt-appointed monitor of the Original Applicants (the "**Monitor**").

2. Pursuant to an Order of this Court dated May 20, 2026 (the "**Distribution and Termination Order**"), among other things, GT shall be discharged as the Monitor and these CCAA proceedings shall be terminated upon the service of this Termination Certificate on the service list in this CCAA proceeding, all in accordance with the terms of the CCAA Termination Order.

THE MONITOR HEREBY CERTIFIES that to the knowledge of the Monitor, all matters to be attended to in connection with the CCAA proceeding have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Order has occurred.

DATED at Toronto, Ontario this _____ day of _____, 2026.

GT., in its capacity as the Monitor of the Applicants, and not in its personal or corporate capacity

Per: _____
Name:
Title:

SCHEDULE "A"

1. CONNECTRX INC.
2. TDDA SR SMO, INC.
3. TORONTO DIGESTIVE DISEASE ASSOCIATES, INC.
4. ALBERTA SPECIALTY RX INC.
5. EDMONTON SRX INC.
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Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

ORDER
(MAY 20, 2026)

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