

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR

)

TUESDAY, THE 15TH

JUSTICE SPURGEON

)

DAY OF APRIL, 2025

)

B E T W E E N:

**ROYAL BANK OF CANADA**

Plaintiff

- and -

**MARGARET LOIS MORRISON and JOHN ANTHONY MORRISON**

Defendants

**DISCHARGE ORDER**

THIS MOTION, made by msi Spergel inc. in its capacity as the Court-appointed receiver (the "Receiver") of the Real Property municipally known as 274 Army Camp Road, Hagersville, Ontario (the "Real Property"), for an order providing for the discharge of the Receiver, and for other associated relief was heard this day by way of judicial teleconference via Zoom at the Court House, 55 Munsee Street North, Cayuga, ON, N0A 1E0:

ON READING the Notice of Motion dated April 4, 2025, the First and Final Report of the Receiver dated April 2, 2025 (the "First Report"), the affidavits of the Receiver and its counsel as to fees (the "Fee Affidavits"), and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Affidavit of Sydney Inghelbrecht sworn April 4, 2025, filed;

1. THIS COURT ORDERS that the time for service, filing and confirmation of the Notice of Motion and the Motion Record be abridged so that this motion is properly returnable today and hereby dispensing with further service and confirmation hereof.
2. THIS COURT ORDERS that the First Report, and the activities and conduct of the Receiver, as set out in the First Report, are hereby approved, and that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the First Report, as detailed herein.
3. THIS COURT ORDERS AND DIRECTS that the Director of Land Titles for the Province of Ontario to delete the registration of the Appointment Order from title to the Real Property, municipally known as 274 Army Camp Road, Hagersville, Ontario, PIN 38244-0190 (LT) being Instrument No. CH130561.
4. THIS COURT ORDERS that the Statement of Receipts and Disbursements as at March 26, 2025, (as detailed in the First Report) be and is hereby approved.
5. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, and the Fee Accrual, as defined and set out in the First Report and the Fee Affidavits, and payment thereof, be and are hereby approved.
6. THIS COURT ORDERS that the Borrower Charge (as defined in the Appointment Order) be and is hereby increased from \$150,000.00 to \$250,000.00.
7. THIS COURT ORDERS that upon the Receiver's discharge, Royal Bank of Canada shall have the benefit of the Receiver's Borrower Charge (as defined in the Appointment Order) and that the Receiver's Borrower Charge be and is hereby assigned to Royal Bank of Canada.
8. THIS COURT ORDERS that upon payment of the amounts set out in paragraph 5 hereof and upon the Receiver filing a certificate certifying that it has completed the other activities described in the First Report, the Receiver shall be discharged as Receiver of the Real Property, provided however that notwithstanding its discharge 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 this proceeding, including all approvals, protections and stays of proceedings in favour of msi Spergel inc. in its capacity as Receiver.

9. THIS COURT ORDERS AND DECLARES that msi Spergel inc. is hereby released and discharged from any and all liability that msi Spergel inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of msi Spergel inc. while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, msi Spergel inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

*Andrew Spurgeon J.*

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Justice, Ontario Superior Court of Justice