**THE QUEEN'S BENCH
WINNIPEG CENTRE**

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| THE HONOURABLE      JUSTICE       | ))) | WEEKDAY, THE # DAY OF MONTH, 20YR |

B E T W E E N:

**PLAINTIFF**

Plaintiff,

- and –

**DEFENDANT**

Defendant.

**DISCHARGE ORDER**

THIS MOTION**,** made by [RECEIVER'S NAME] in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor"), for an Order discharging the Receiver and other relief was heard this day at \_\_\_\_\_\_\_\_\_, Manitoba.

 ON READING the Report of the Receiver dated \_\_\_\_\_\_\_\_\_ **[add any other supporting materials]**, and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Affidavit of [NAME] sworn [DATE], filed[[1]](#footnote-1):

1. THIS COURT ORDERS that the activities of the Receiver, as set out in the Report, are hereby approved.

2. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, as set out in the Report, are hereby approved.

3. THIS COURT ORDERS that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands to [NAME OF PARTY][[2]](#footnote-2).

4. THIS COURT ORDERS that upon payment of the amounts set out in paragraph 3 hereof and upon the Receiver filing a certificate substantially in the form attached hereto as Schedule A to this Order certifying that it has completed the other activities described in the Report, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, 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 [RECEIVER'S NAME] in its capacity as Receiver.

5. THIS COURT ORDERS AND DECLARES that [RECEIVER'S NAME] is hereby released and discharged from any and all liability that [RECEIVER'S NAME] now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of [RECEIVER'S NAME] 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, [RECEIVER'S NAME] 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[[3]](#footnote-3).

6. THIS COURT ORDERS AND DECLARES that no action or other proceeding shall be commenced against the Receiver, including its officers, directors, employees, solicitors and agents and assigns in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on notice to the Receiver, and upon such terms as this Court may direct.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 I, [NAME], of the firm of [NAME] hereby certify that I have received the consents as to form of the following parties:

 [INSERT]

 As directed by the Honourable [INSERT]

SCHEDULE A

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

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| --- | --- | --- |
|  |  |  |

 E T W E E N:

**PLAINTIFF**

Plaintiff,

- and –

**DEFENDANT**

Defendant,

**RECEIVER'S DISCHARGE CERTIFICATE**

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ was appointed Receiver ("Receiver") of all of the assets, property and undertaking of the Defendant [INSERT NAME OF DEBTOR] ("Debtor") pursuant to an Order of the Court of Queen's Bench dated \_\_\_\_\_\_\_\_\_\_\_\_ ("Receivership Order");

B. Pursuant to the Discharge Order of this Court pronounced \_\_\_\_\_\_\_\_\_\_\_\_ ("Discharge Order") the Receiver has paid out any net realizations as directed by the Discharge Order and completed the administration of the Debtor's estate;

C. Unless otherwise indicated the Receiver's Certificate shall have the same meaning as given to them in the Discharge Order.

 THE RECEIVER CERTIFIES the following:

1. The Receiver has paid the net proceeds in accordance with the Discharge Order and in particular:

 [INSERT PARTICULARS OF PAY OUT]

2. The Receiver has completed the outstanding activities described in the Report and completed its administration of the Debtor's estate.

 DATED at \_\_\_\_\_\_\_\_\_\_\_\_\_, Manitoba, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in its capacity as Receiver of

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. This model order assumes that the time for service does not need to be abridged. [↑](#footnote-ref-1)
2. This model order assumes that the material filed supports a distribution to a specific secured creditor or other party. [↑](#footnote-ref-2)
3. If this relief is being sought, stakeholders should be specifically advised, and given ample notice. [↑](#footnote-ref-3)