COURT FILE NUMBER	2603-15449
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	MCAP FINANCIAL CORPORATION as agent for and on behalf of COMPUTERSHARE TRUST COMPANY OF CANADA
DEFENDANTS	LUXOR LAND LTD., MESA WEST CAPITAL CORP, GSRI LTD., PACIFIC PLAZA LIMITED PARTNERSHIP and GEORGE SCHLUESSEL
	IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED
	IN THE MATTER OF THE RECEIVERSHIP OF LUXOR LAND LTD. and MESA WEST CAPITAL CORP.
DOCUMENT	**ORDER** **(Approval of Sale Process & Receiver's Activities)**

Clerk's Stamp:

JUDICIAL CENTRE OF EDMONTON
FILED DIGITALLY
2603 15449
Oct 23, 2026
10:08 AM
CLERK OF THE COURT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DLA Piper (Canada) LLP
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File No. 103454.00017

DATE ON WHICH ORDER WAS PRONOUNCED	October 16, 2026
LOCATION OF HEARING OR TRIAL	Edmonton, Alberta (Via Webex)
NAME OF JUDGE WHO MADE THIS ORDER	Justice M. Bourque

UPON THE APPLICATION of AlixPartners Restructuring, Inc. in its capacity as court-appointer receiver and manager (the "**Receiver**") of certain property of Luxor Land Ltd. ("**Luxor**") and Mesa West Capital Corp. ("**Mesa**" and together with Luxor, the "**Debtors**") described as follows:

the lands located at 10909 Jasper Avenue, Edmonton, Alberta; and legally described as follows (the "**Lands**"):

PLAN (B)
BLOCK NINE (9) LOT FORTY FOUR (44) AND THE NORTHERLY ONE HUNDRED AND TEN (110) FEET IN WIDTH THROUGHOUT OF LOTS FORTY FIVE (45) AND FORTY SIX (46)EXCEPTING THEREOUT :
ALL THAT PORTION OF LOT FORTY SIX (46) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT FORTY SIX (46) THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY THEREOF A DISTANCE OF THIRTY (30) FEET TO A POINT THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT, DISTANT THIRTY (30) FEET SOUTHERLY FROM THE SAID NORTH EAST CORNER THENCE NORTHERLY ALONG SAID EASTERLY BOUNDARY TO THE POINT OF COMMENCEMENT.
EXCEPTING THEREOUT ALL MINES AND MINERALS;

and

PLAN (B)
BLOCK NINE (9) LOTS FORTY FIVE (45) AND FORTY SIX (46) EXCEPTING THEREOUT THE MOST NORTHERLY ONE HUNDRED AND TEN (110) FEET THROUGHOUT OF SAID LOTS
EXCEPTING THEREOUT ALL MINES AND MINERALS

the twelve-storey office tower known as “WSP Place” located on the Lands;

all present and future rents and leases relating to the Lands and WSP Place; and

all property, assets, rights and undertaking of every nature and kind, which is personal property, located in or upon, arising out of or used in conjunction with the Lands or WSP Place (collectively, the “**Property**”)

AND UPON reading the First Report of the Receiver dated October 5, 2026 (the “**First Report**”) and the Affidavit of Service of Emily Nakogee dated October 14, 2026; **AND UPON** hearing the submissions of counsel for the Receiver, and the other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the Notice of Application for this Order is hereby validated and deemed good and sufficient, this application is properly returnable today, and no person other than those persons served is entitled to service of the Notice of Application.

LISTING AGREEMENT APPROVAL

2. The Receiver is hereby authorized and empowered to enter into the Listing Agreement dated September 17, 2026, between the Receiver and Avison Young Commercial Real Estate Services, LP (the "**Listing Agent**") in the form attached as **Appendix "B"** to the First Report,

with such minor amendments as may be acceptable to the Receiver and the Sales Agent (the "**Listing Agreement**"). The Receiver is hereby authorized and directed to make the payments contemplated under the Listing Agreement when earned and payable in accordance with its terms and conditions.

SALE PROCESS APPROVAL

3. The sale process, substantially as described in the First Report and the Listing Agreement (the "**Sale Process**") is hereby approved, and the Receiver and the Listing Agent are hereby authorized to carry out the Sale Process in accordance with its terms and the terms of this Order, and to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder.

4. The Receiver and the Listing Agent and each of their respective assistants, affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability or obligation with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of performing their duties under the Sale Process, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Receiver or the Listing Agent, as applicable, as determined by this Court.

GENERAL

5. The Receiver's conduct and activities as set out in the First Report is hereby ratified and approved.

6. The Receiver may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

7. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

8. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Michel Bourque
J.C.K.B.A.