Kelowna
22-Sep-26
REGISTRY

Affidavit #4 of Nicole Pelcher
Made September 22 2026

No. KEL-S-S-127397
Kelowna Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALBERT WEISSTOCK

PETITIONER

AND:

WALTER WEISSTOCK, ANTONY WEISSTOCK, SILVIA RITA GERARD, WITMAR HOLDINGS LTD., DONALD JAMES RAMSAY (ADMINISTRATOR OF THE ESTATE OF MARIA CONCETTA WEISSTOCK), 1100748 B.C. LTD., ANTONY WEISSTOCK (TRUSTEE OF THE WILLY AND MARIA CONCETTA WEISSTOCK TRUST), and ISLANDVIEW COUNTRY ESTATES LTD.

RESPONDENTS

AFFIDAVIT

I, NICOLE PELCHER, of 300 – 350 Lansdowne Street, in Kamloops, British Columbia, MAKE OATH AND SAY THAT:

1. I am a Legal Administrative Assistant employed by Fulton & Company LLP, solicitor for the Applicant herein, and as such have personal knowledge of the matters and facts herein deposed to except where stated to be on information and belief and where so stated do verily believe the same to be true.

2. Attached hereto and marked together as **Exhibit "A"** are copies of the Title Searches for the subject properties located at 370 Meikle Ave, Kelowna, British Columbia V1W 3V3 ("**370 Meikle Ave**"); 3082 Meikle Ave, Kelowna, British Columbia V1W 3V4 ("**3082 Meikle Ave**"); and 3068 Meikle Ave, Kelowna, British Columbia V1W 3V4 ("**3068 Meikle Ave**", together with 370 Meikle Ave, and 3082 Meikle Ave, the "**Properties**").

3. The Applicant herein was granted exclusive conduct of sale of the Properties by Order of Associate Judge Schwartz made June 18, 2025.

4. Attached hereto and marked as **Exhibit "B"** is a copy of an appraisal report prepared by Lionel Hoffmann of NCA Commercial Real Estate Appraisers & Consultants

dated August 20, 2026 for the Properties, wherein the said appraiser indicates that, in the appraiser's opinion, the current market value of 370 Meikle Ave and 3082 Meikle Ave (as one assembled site) is $3,250,000 and of 3068 Meikle Ave is the sum of $1,200,000.

5. Attached hereto and marked together as **Exhibit "C"** is a copy of the Offer to Purchase and Contract of Purchase and Sale Agreement dated August 6, 2026 in the amount of $3,450,000 for the Properties, which is the subject matter of this application.

6. C. Cheveldave & Associates Ltd., in its sole capacity as liquidator for Witmar Holdings Ltd., has approved the purchase prices offered.

SWORN BEFORE ME at the City of Kamloops, in the Province of British Columbia, this September 21 2026.

A Commissioner for taking Affidavits in the Province of British Columbia.

NICOLE PELCHER

JUDE TARASENKO
BARRISTER & SOLICITOR
#300-350 LANSDOWNE STREET
KAMLOOPS, BC V2C 1Y1
Telephone: (250) 372-5542

TITLE SEARCH PRINT 2026-09-16, 14:59:36
File Reference: 077284-0002 Requestor: Denise Still
Declared Value $ 408000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

This is Exhibit "A" referred to in the affidavit of Nicole Pelcher sworn before me at Kamloops in the Province of British Columbia, the 27 day of September, 2026

A Commissioner for taking Affidavits for British Columbia

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA209732
From Title Number	KX180569
Application Received	2006-05-02
Application Entered	2006-05-08

Registered Owner in Fee Simple
Registered Owner/Mailing Address: WITMAR HOLDINGS LTD., INC.NO. 244659
1891 PARKINSON WAY
KELOWNA, BC
V1Y 7V6

Taxation Authority Kelowna, City of

Description of Land
Parcel Identifier: 008-068-577
Legal Description:
LOT 13 DISTRICT LOT 14 OSOYOOS DIVISION YALE DISTRICT PLAN 6069

Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

TITLE SEARCH PRINT 2026-09-16,[2] 14:59:36

File Reference: 077284-0002 Requestor: Denise Still

Declared Value $ 245000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	KV148495
From Title Number	X265815
Application Received	2003-12-01
Application Entered	2003-12-11
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	WITMAR HOLDINGS LTD., INC.NO. 244659 1891 PARKINSON WAY KELOWNA, BC V1Y 7V6
Taxation Authority	Kelowna, City of
Description of Land	
Parcel Identifier:	011-335-645
Legal Description:	

LOT C DISTRICT LOT 14 OSOYOOS DIVISION YALE DISTRICT PLAN 39755

Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

TITLE SEARCH PRINT 2026-09-16,[3] 14:59:36

File Reference: 077284-0002 Requestor: Denise Still

Declared Value $ 163500

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	KR112659
From Title Number	KK102783
Application Received	2001-11-29
Application Entered	2001-11-30
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	WITMAR HOLDINGS LTD., INC.NO. 244659 2973 PANORAMA DRIVE NORTH VANCOUVER, BC V7G 2A4
Taxation Authority	Kelowna, City of
Description of Land	
Parcel Identifier:	011-335-602
Legal Description:	

LOT A DISTRICT LOT 14 OSOYOOS DIVISION YALE DISTRICT PLAN 39755

Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

This is Exhibit "B" referred to in the affidavit of Nicole Pelcher sworn before me at Kamloops in the Province of British Columbia, the 22 day of September, 2026

A Commissioner for taking Affidavits for British Columbia

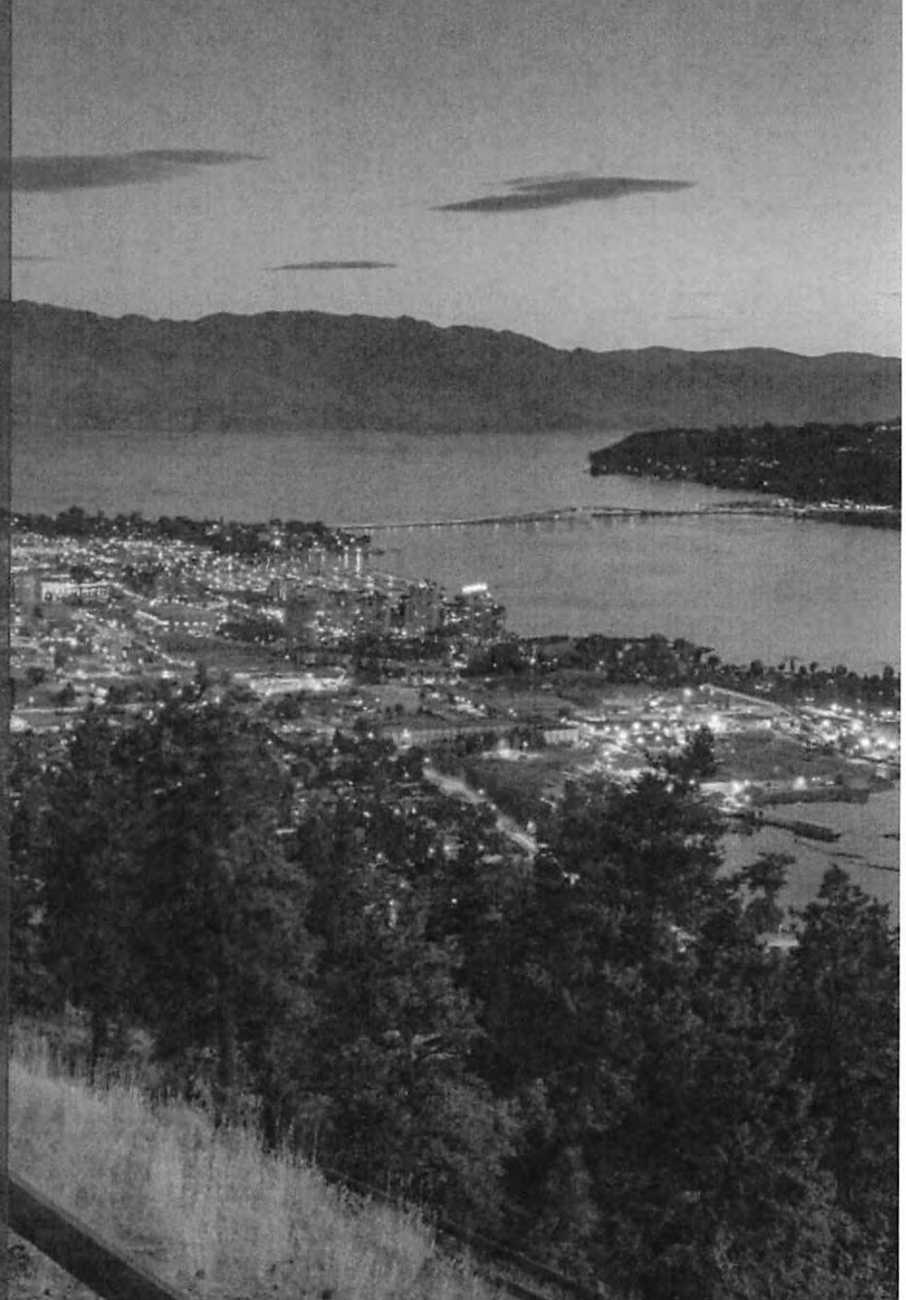
NCA COMMERCIAL

MARKET VALUE APPRAISAL

Development Properties

370, 3068 & 3082 Meikle Avenue
Kelowna, British Columbia

August 20, 2026



Prepared for:

C. Cheveldave & Associates Ltd.
Unit 2-1, 293 First Avenue
Kamloops, BC
V2C 3J3

Prepared by:

Lionel Hoffmann, AACI, P.App. BBA.
NCA Commercial Inc.
250-868-9244
lionel@ncacommercial.com

File 26-3288-LH

NCA
COMMERCIAL
REAL ESTATE APPRAISERS & CONSULTANTS

Suite 306 – 1824 Gordon Drive, Kelowna, BC V1Y 0E2
Tel: (250) 868-9244
Toll Free: 1-844-644-7815
www.ncacommercial.com
info@ncacommercial.com

File: 26-3288-LH

August 20, 2026

C. Cheveldave & Associates Ltd.
Unit 2-1, 293 First Avenue
Kamloops, BC
V2C 3J3

Attention: **C. Cheveldave CPA, CMA, CAFM, CMC, CIRP, LIT**

Re: **Market Value Appraisal**
Development Properties
370, 3068 & 3082 Meikle Avenue, Kelowna, BC

In response to your request, I have completed an inspection of the above captioned properties and an analysis of relevant data for the purpose of providing an opinion of the current market value.

Conditional to the qualifications, assumptions and limiting conditions expressed herein, it is concluded that the market value of the subject properties, as of August 20, 2026, is reflected in the Direct Comparison Approach derived estimate of:

- 370 & 3082 Meikle Avenue (as one assembled site) = **$3,250,000**

THREE MILLION TWO HUNDRED FIFTY THOUSAND ($3,250,000) DOLLARS

- 3068 Meikle Avenue (stand alone site) = **$1,200,000**

ONE MILLION TWO HUNDRED THOUSAND ($1,200,000) DOLLARS

Assemblage is the merging of adjacent properties into one common ownership or use. Assemblage can result in a value of the whole property that may be less than, equal to, or more than the sum of the components of the various estates or parcels. 370 & 3082 Meikle Avenue properties are valued as an assemblage to maximize development form and density, as the value of a single lot on its own, due to size and configuration constraints, may not be able to achieve this. 3068 Meikle Avenue is a stand alone site and is valued as such.

The attached update report, containing 63 pages of text and 3 exhibits in the Addenda, represents the basis for the opinions expressed herein.

Sincerely,

NCA Commercial Inc.

Per: ______________________________

Lionel Hoffmann, AACI, P. App, BBA

/lbh

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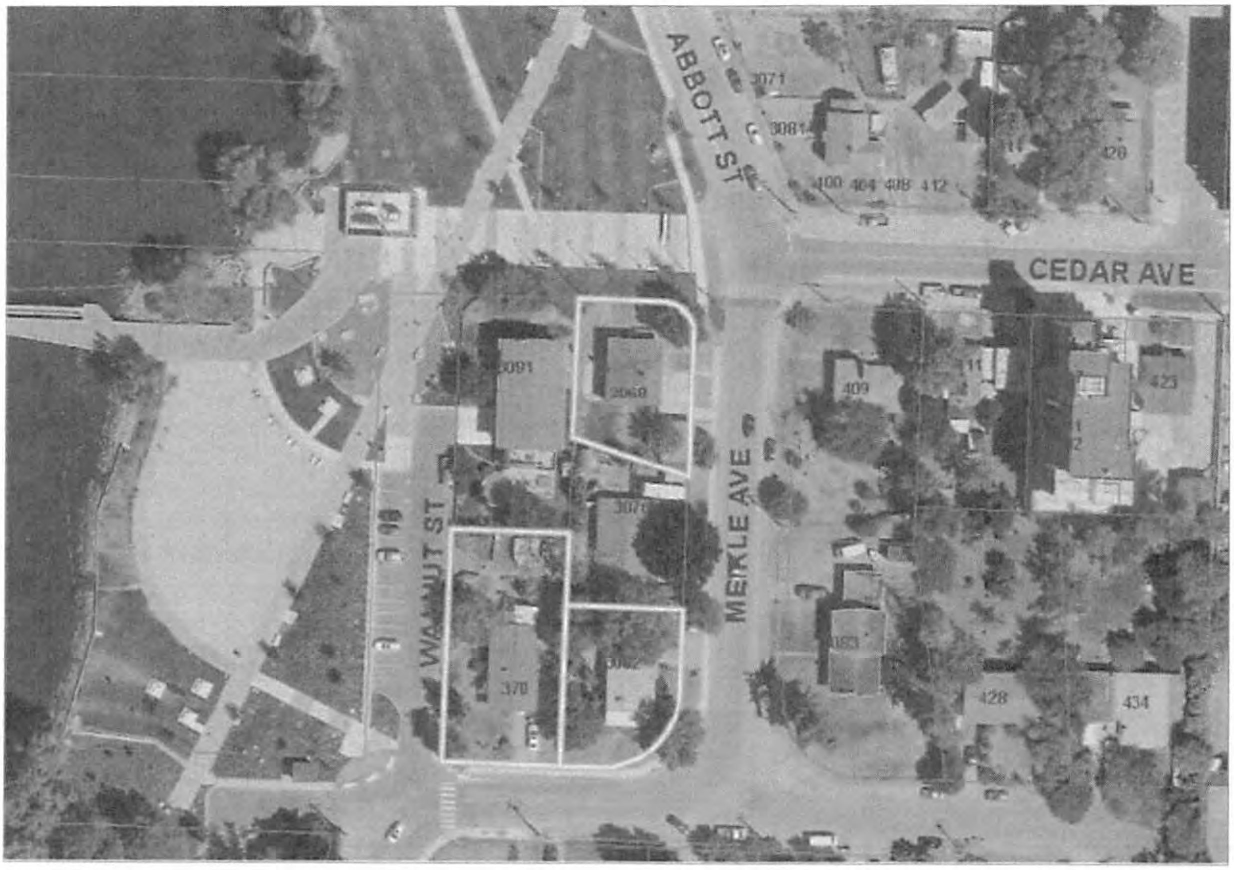
ADDENDA

Summary of Salient Facts and Important Conclusions



TYPE OF PROPERTY:	-	Development land.
CIVIC ADDRESSES:	-	370, 3068 & 3082 Meikle Avenue, Kelowna, British Columbia.
LEGAL DESCRIPTIONS:		
370 Meikle Avenue	-	Lot 13, District Lot 14, Osoyoos Division Yale District, Plan KAP6069
3068 Meikle Avenue	-	Lot A, District Lot 14, Osoyoos Division Yale District, Plan KAP39755
3082 Meikle Avenue	-	Lot C, District Lot 14, Osoyoos Division Yale District, Plan KAP39755
EFFECTIVE DATE OF VALUATION:	-	August 20, 2026

SITE AREAS:

370 Meikle Avenue	-	0.260 acre; 11,115 square feet
3082 Meikle Avenue	-	0.163 acre; 7,100 square feet
Total Assembly:	-	0.418 acre; 18,215 square feet
3068 Meikle Avenue	-	0.169 acre; 7,358 square feet

ZONING:	-	UC5 - Pandosy Urban Centre
OFFICIAL COMMUNITY PLAN:	-	Park
HIGHEST AND BEST USE:	-	Continuation of the existing interim residential use pending approval for commercial and residential development when appropriate market conditions exist.

ESTIMATE OF MARKET VALUE
BY DIRECT COMPARISON APPROACH:

370 & 3082 MEIKLE AVENUE	-	$3,250,000 (as one assembled site)
3068 MEIKLE AVENUE	-	$1,200,000 (stand alone site)

Definition of the Appraisal and Property Identification

Purpose, Use and Scope

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the current market value of the subject properties, conditional to the qualifications, assumptions and limiting conditions contained herein.

AUTHORIZED USE AND AUTHORIZED USERS

This report is prepared for the exclusive use of **C. Cheveldave & Associates Ltd** (the "authorized client and user") in its sole capacity as the Court Appointed Liquidator of Witmar Holdings Ltd.

This report and its contents are considered confidential between the client and the appraiser and will not be conveyed or disclosed to any other party without the client's permission. It is not reasonable for any person to rely on this appraisal without first obtaining written authorization from the client and the appraiser as there may be qualifications, assumptions or limiting conditions in addition to those set out in each section relevant to that person's identity or his/her authorized use. No other person or party, other than the identified authorized users, should rely on this report for any other purpose or use and liability to all such persons or parties is denied.

This document is for the sole use of the client and NCA Commercial Inc. The document contains proprietary and confidential information that shall not be reproduced in any manner or disclosed to or discussed with any other parties without the express written permission of NCA Commercial Inc. Information in this document is to be considered the intellectual property of NCA Commercial Inc. in accordance with Canadian copyright law.

SCOPE OF WORK

The scope of work utilized in this appraisal assignment is in conformance with the **Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP 2026") Standard 7.5** and is specific to the needs and requirements of the authorized users and purpose as defined herein.

All relevant material is contained within this report including discussion and reasoning of appropriate data and analyses utilized in the appraisal process to develop an opinion of value. There were no limitations with respect to accessing the subject property and obtaining market data unless otherwise stated in this report. Additional documentation has been retained on file if required for future reference.

The scope work carried out to complete this assignment includes, but is not necessarily limited to, the following:

- This report has been prepared under **CUSPAP Standard 8 – Real Property Appraisal Standard Rules.** This standard outlines the procedures for the development and communication of a formal opinion of value for Real Property (section 8.2) and in conjunction with the Reporting Standard (sections 6 and 7), incorporates the minimum content necessary to produce a credible report that is not misleading.
- This appraisal report is prepared as a **Concise Report** – a brief report in a narrative format that includes all relevant information for an assignment. The information is analyzed and explained with supporting data in the work file.
- The appraiser completed **exterior inspections** only of the subject properties.
- The Multiple Listing Service, Google Earth, ParcelMap BC, and/or on-line GIS mapping websites were used to review **locations and property attributes** of the subject and comparables. Where possible, cursory inspections of the comparables from the adjoining street were also completed.
- **Data collection** with respect to market transactions, lease data, expense information, and other market evidence were obtained from and verified where possible with listing/selling realtors, purchasers, and property owners via telephone discussions and/or email communication and verified where possible by other data sources including Land Title Office, Landcor Data Corporation, the local real estate board and real estate professionals knowledgeable in the local market, the local municipality (discussions with various departments, if necessary), and our NCA Commercial Inc. data bank. Additional information was obtained through BC Assessment including current and historical assessed land and improvement values, property identifier numbers and civic addresses.
- Compilation of **geographic and economic factors** relating to the region and subject location form municipal and provincial sources.
- Conducted independent research to verify statistical market and economic data, market transactions, land use regulations, highest and best use as well as the servicing and physical attributes of the subject property.
- Applied the **Direct Comparison valuation methodology** and analysis to conclude values of the subject and comparables.
- Reviewed and considered any information provided by the property owners in relation to the subject properties' physical attributes, tenancies/leases and etcetera.

EFFECTIVE DATE OF THE VALUATION

The Effective Date of the valuation is defined in Section 3.27 of CUSPAP 2026 as **"The date at which the analyses, opinions, and conclusions in an assignment apply."**

The effective date, August 20, 2026, may be different from the inspection date, August 18, 2026.

Property Identification

CIVIC ADDRESSES AND LEGAL DESCRIPTIONS

Address	Legal Description	PID
370 Meikle Ave, Kelowna	Lot 13, District Lot 14, Osoyoos Division Yale District, Plan KAP6069	008-068-577
3068 Meikle Ave, Kelowna	Lot A, District Lot 14, Osoyoos Division Yale District, Plan KAP39755	011-335-602
3082 Meikle Ave, Kelowna	Lot C, District Lot 14, Osoyoos Division Yale District, Plan KAP39755	011-335-645

The appraiser did not obtain current property title documents as it is assumed for this appraisal that there are no measurable changes in the titles relative to 2025 titles which are included in the Addenda. Copies of the 2025 property title documents outline the registered owner, Certificate Title Number and encumbrances.

Property Rights Appraised and Definitions

PROPERTY RIGHTS APPRAISED

Property rights appraised are typically either the Fee Simple Interest or the Leased Fee Interest (see definitions below – source: *Appraisal of Real Estate*, Fourth Canadian Edition, 2023).

Fee Simple Interest:

> **"...absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."**

Leased Fee Interest:

> **"The ownership interest held by the lessor, which includes the right to the contract rent specified in the lease plus the reversionary right when the lease expires."**

Although the subject residential properties are leased on an interim basis, the subject rights appraised are the fee simple interest.

MARKET VALUE

The definition of market value accepted by the Appraisal Institute of Canada, as stated in CUSPAP 2026 section 3.50 is:

> **"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."**

EXPOSURE TIME

The Appraisal Institute of Canada defines exposure time as per CUSPAP 2026 section 3.27 as:

> **"The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the Effective Date."**

The *Appraisal of Real Estate,* Fourth Canadian Edition, 2023, defines exposure time as:

> **"the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."**

And further clarified:

> **"The overall concept of reasonable exposure time encompasses not only adequate, sufficient and reasonable time, but also adequate, sufficient and reasonable marketing effort. The reasonable exposure period is a function of price, time and use, not an isolated opinion of time alone."**

Single family residential properties analyzed within the comparables sales schedule of this report and a review of other recent sales on the multiple listing service indicates a selling range of ±1 month to ±9 months. Marketing periods are influenced by market conditions, price, location, improvement scope and condition and motivation. Considering location and investment magnitude, it is concluded that an exposure period linked to the estimate of market value contained herein is estimated at ±3 – ±6 months as of the effective date of appraisal.

ASSEMBLAGE

Assemblage is the merging of adjacent properties into one common ownership or use. Assemblage can result in a value of the whole property that may be less than, equal to, or more than the sum of the components of the various estates or parcels. 370 & 3082 Meikle Avenue properties are valued as an assemblage to maximize development form and density, as the value of a single lot on its own, due to size and configuration constraints, may not be able to achieve this. 3068 Meikle Avenue is a stand alone site and is valued as such.

Assumptions and Limiting Conditions

CONFIDENTIALITY AND USE PARAMETERS

This report is prepared at the request of the client and for the specific use referred to herein. The client has agreed that the performance of this appraisal and the report format are appropriate for the authorized use. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the author and any supervisory appraiser. Liability is expressly denied to any other party that does not obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by the client and all authorized users is assumed.

The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the Canadian Uniform Standards of Professional Appraisal Practice ("The Standards") and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the Canadian Uniform Standards of Professional Appraisal Practice (the "Standards") and in accordance with the appraiser's privacy policy. The client and any authorized user agree that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents and in accordance of the appraiser's privacy policy and with the Personal Information Protection and Electronic Documents Act (PIPEDA).

This appraisal report, its content and all attachments/addendums and are the property of the author who has signed this report. The client, authorized users and any other party are strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.

If transmitted electronically, this report will have been digitally signed and may be secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.

Where the authorized use of this report is for financing or mortgage lending, it is the lender's responsibility to complete thorough due diligence which reasonably concludes that the borrower has the intention and capacity to repay the loan. We assume no responsibility for loans made where the borrower lacks the ability or motivation to repay the loan, or where the lender has not followed prudent lending practices.

Because market conditions, including economic, social and political factors change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.

This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.

ACCURACY OF GATHERED INFORMATION

Any/all exhibits presented are for illustration purposes only. A survey of the property has not been completed by the appraiser. Any sketch in the appraisal report shows approximate dimensions and is included only to assist the reader of the report in visualizing the property. It is assumed that the utilization of land and improvements is within the boundaries of the subject property.

The analysis set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Except as noted herein, a reasonable attempt has been made to verify all such information.

The term "inspection" refers to our observation and reporting of site characteristics and the general material finishing, and conditions seen for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only, in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP).

LEGAL AND ENVIRONMENTAL PARAMETERS

The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it doesn't comply, its non-compliance may affect market value.

The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership and/or professional management.

Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater, or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present, or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues, then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the subject property.

Extraordinary Assumptions and Hypothetical Conditions

With reference to CUSPAP 2026 section 3.29, **Extraordinary Assumption** is defined as:

> **"An assumption, directly related to a specific assignment, which, if not assumed to be true, could materially alter the opinions or conclusions."**

Extraordinary Assumptions presume uncertain information about or anticipated changes in the physical, legal or economic characteristics of the subject property, or about: conditions external to the subject property such as market conditions or trends, or the integrity of data used in an analysis to be fact.

There are no extraordinary assumptions in the appraisal.

According to CUSPAP 2026 section 3.37, **Hypothetical Conditions** are a specific type of an Extraordinary Assumption that presumes, as fact, simulated but untrue information about physical, legal or economic characteristics of the subject property or external conditions, and are imposed for purposes of reasonable analysis.

There are no hypothetical conditions invoked in the appraisal.

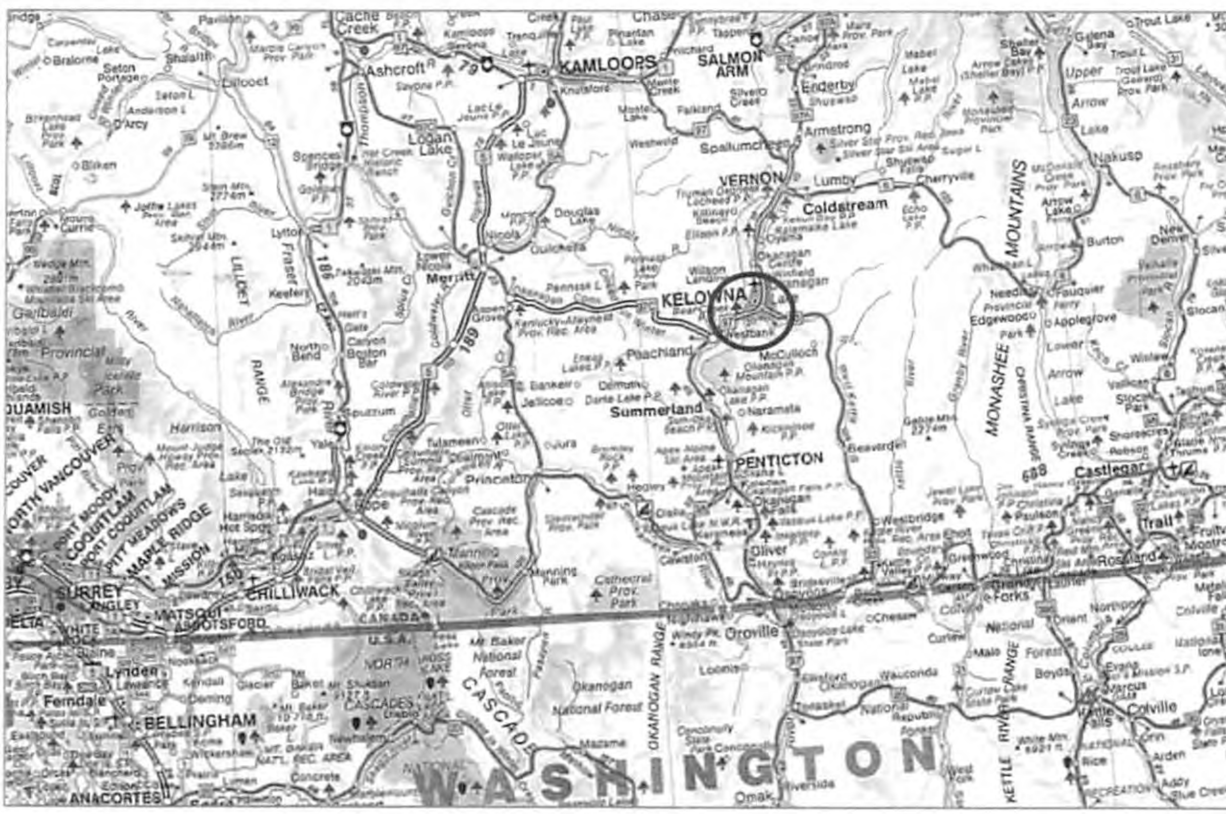
Figure 1 - Kelowna Map

Overview

LOCATION

The subject property is in the City of Kelowna, within the Regional District of the Central Okanagan (RDCO) which encompasses the City of Kelowna, the City of West Kelowna, the District of Lake Country, the District of Peachland and East and West Electoral Areas.

Kelowna is the largest urban community within the interior of British Columbia. Kelowna is located on the east side of Okanagan Lake between Vernon and Penticton, 385 km northeast of Vancouver via the Coquihalla and Okanagan Connector, and 600 km southwest of Calgary, Alberta.



NCA COMMERCIAL

POPULATION

Kelowna is the province's third-largest metropolitan area (after Vancouver and Victoria), the seventh-largest city overall, and the largest in the Interior. The following table summarizes population estimates for the Kelowna CMA produced by Census Canada. The Kelowna CMA (Central Metropolitan Area) includes Lake Country, the Central Okanagan Regional District, West Kelowna, Peachland, Electoral areas and First Nation Reserves.

Statistics Canada Census Estimates						
Jurisdiction	**2001**	**2006**	**2011**	**2016**	**2021**	**2016 - 2021 % Growth**
City of Kelowna	96,288	106,707	117,312	127,390	144,576	13.5%
City of West Kelowna*	---	---	30,902	32,655	36,078	10.5%
District of Lake Country	9,267	9,606	11,708	12,922	15,817	22.4%
District of Peachland	4,654	4,883	5,200	5,428	5,789	6.7%
Electoral Areas & Reserves	37,530	41,080	14,717	16,497	19,902	12.1%
RDCO Population	**147,739**	**162,276**	**179,839**	**194,882**	**222,162**	**14.0%**

*West Kelowna was formerly part of the Regional District Electoral Area until 2007 when it was incorporated as a district municipality. In June 2015, West Kelowna was officially designated a city.

The 2021 Kelowna census population was 144,576, an 13.5% increase over the 2016 population and is now the fastest growing city in Canada. The District of Lake Country increased 22.4% between 2016 and 2021 and was reported as one of the fastest growing municipalities in BC. According to 2021 information from Statistics Canada, the Kelowna CMA (Central Metropolitan Area) was the fourth fastest growing region in Canada at 14%.

BC Stats, which tracks population on an annual basis utilizing slightly different criteria, provides the following population estimates for the 5-year period 2021 to 2025.

British Columbia Regional District & Municipal Population Estimates							
Jurisdiction	**2021**	**2022**	**2023**	**2024**	**2025**	**2023-24 % Change**	**2024-25 % Change**
Kelowna	151,516	156,077	160,320	164,947	167,654	2.9%	1.6%
Lake Country	16,513	17,034	17,396	17,563	17,637	1.0%	0.4%
Peachland	5,953	6,113	6,145	6,173	6,302	0.5%	2.1%
West Kelowna	37,568	38,874	39,873	40,279	40,274	1.0%	0.0%
Unincorporated Areas	20,609	21,658	22,308	22,648	22,768	1.5%	0.5%
Central Okanagan Total	**232,159**	**239,756**	**246,042**	**251,610**	**254,635**	**2.3%**	**1.2%**

The 2025 Kelowna population was 167,654, reflecting a 1.6% increase over 2024. By contrast, Lake Country, Peachland and West Kelowna grew by 0.4%, 2.1% and 0.0% respectively. Year-over-year annual growth rates have decreased from 2.8% and 2.9% in 2022 and 2023 to 2.4% and 1.2% in 2024 and 2025 respectively. Overall, the Central Okanagan region grew 9.7% between 2021 and 2025.

ECONOMIC OVERVIEW

Kelowna and the Central Okanagan is the largest trading centre between greater Vancouver and Alberta. The Okanagan has a diverse economy with prime industry sectors including agriculture, tourism, retail trade, manufacturing, forestry, and construction. Key growth industries for the Valley include information and high technology, film, viticulture, and wine production as well as aviation and health care. With much in the way of available business resources, the Valley is an ideal destination for business start-ups, expansion, and relocation. The Okanagan has become a prime destination for residential and small business relocations due to the exceptionally moderate climate, strong transportation, trained labour force and availability of diverse recreational opportunities.

Key economic drivers in the region include the University of British Columbia, Okanagan Campus (UBCO) with an annual economic impact of $1.5 billion and YLW Kelowna International Airport with an annual economic output of $2.04 billion. Kelowna General Hospital and Okanagan College are also major contributors to employment and economic impact in the region.

The Kelowna International Airport (YLW) served 2.13 million passengers in 2024, representing an increase of 4.9% over 2023 (2.03 million passengers). As one of the top 10 busiest airports in Canada, YLW's total economic output in 2024 was $2.04 billion. Between 2023 and 2032, YLW will invest over $355 million in upgrades to airport infrastructure including the largest terminal expansion to date, fully serviced lots for light industrial and commercial business, new parking options, and safety and sustainability upgrades.

The Kelowna General Hospital's $250 million expansion in 2009 included a 360,000 square foot, 6 storey patient care tower, a 34,000 square foot clinical academic campus, an expanded emergency department and a new parking structure. The $450 million Interior Heart and Surgical Centre (IHSC) and the 140,000 square foot clinical support building on the east side of Pandosy Street were completed in 2015.

The region's positive economic activity has been buoyed by large scale projects including the RCMP services building, the Ellis Street Parkade expansion, the Okanagan College Trades building, the Interior Health Authority Community Health and Services Centre building, the Center for Innovation building and Landmark 6 and 7 office towers. Large scale residential strata projects include Bernard Block, Live at Ella, 1151 Sunset, One Water Street, Brooklyn, Urbana, Green Square, and U buildings. Large scale rental apartment projects recently completed comprise Harvey Heights, Akin, Kovo, Central Green, Noble, 1110 Lawson, The Amrosi, Midtown, Parkview Valley, Lavida, and the Ledge.

BUILDING PERMIT STATISTICS

Regional Overview:

The following table summarizes Central Okanagan Regional District building permit construction values for the five-year period, January 1, 2021 - December 31, 2025.

Jurisdiction	2021	2022	2023	2024	2025
District of Lake Country	$ 92,075,742	$ 86,293,667	$ 95,340,531	$110,892,993	$ 89,537,840
District of Peachland	$ 23,849,416	$ 28,086,943	$ 19,407,491	$ 53,710,238	$ 21,194,534
Westbank First Nation	$ 98,768,200	$ 20,281,600	$ 111,354,480	$ 53,705,254	$ 42,222,515
West & East Electoral Areas	$ 46,403,645	$ 72,259,282	$ 45,835,074	$ 59,784,806	$ 43,784,422
City of West Kelowna	$ 213,181,233	$ 218,809,199	$ 137,374,346	$225,303,024	$ 107,262,512
RDCO Subtotal	$ 474,278,236	$ 425,730,691	$ 409,311,922	$503,396,315	$ 304,001,823
City of Kelowna	$1,187,722,011	$1,211,273,694	$1,798,114,128	$646,913,119	$1,029,031,042
Total:	**$1,662,000,247**	**$1,637,004,385**	**$2,207,426,050**	**$1,150,309,434**	**$1,333,032,865**

Construction values trended upward between 2013 and 2019, from $485.4 to $1.24 billion, and then declined in 2020 to $789 million due to the impacts of the Covid-19 pandemic. Construction rebounded in 2021 and 2022 hitting new highs at $1.662 and 1.637 billion, respectively. 2023 set a new high, despite the slowdown in market activity, due to a rush of permit applications prior to increases in DCC rates. Construction values for 2024 were roughly half of 2023 overall and down in most jurisdictions except for those with one-off large scale multi-family and/or institutional projects. Permit values rebounded slightly in 2025 to $1.33 billion due to increases to the City of Kelowna, despite decreases in all jurisdictions.

The following Commercial & Industrial permit values are derived from BC Stats.

Year	Kelowna	West Kelowna	Lake Country	Peachland	Unincorporated Areas	RDCO Total
COMMERCIAL BUILDING PERMIT VALUES						
2018	$133,605,000	$ 1,949,000	$ 803,000	---	$ 6,703,000	$151,942,000
2019	$212,910,000	$14,019,000	$ 315,000	---	$12,453,000	$242,463,000
2020	$101,070,000	$ 3,961,000	---	---	$ 445,000	$115,947,000
2021	$185,839,000	$27,877,000	$ 467,000	---	$ 2,401,000	$220,394,000
2022	$220,727,000	$ 4,427,000	$ 3,069,000	---	$ 815,000	$234,762,000
2023	$369,487,000	$ 8,177,000	---	---	---	$380,078,000
2024	$138,226,000	$ 2,411,000	$15,768,000	$200,000	$ 2,100,000	$158,705,000
2025	$372,133,000	$ 4,175,000	$ 4,930,000	$ 28,000	$ 2,950,000	$384,216,000

Year	Kelowna	West Kelowna	Lake Country	Peachland	Unincorporated Areas	RDCO Total
INDUSTRIAL BUILDING PERMIT VALUES						
2018	$ 19,029,000	---	$ 200,000	---	$ 277,000	$ 21,909,000
2019	$ 48,878,000	$ 1,604,000	$7,660,000	---	$5,763,000	$ 71,083,000
2020	$ 31,738,000	$ 7,015,000	$1,903,000	---	$1,574,000	$ 54,233,000
2021	$ 32,874,000	$ 8,248,000	$1,037,000	---	$ 95,000	$ 43,936,000
2022	$ 49,386,000	$ 4,769,000	---	---	---	$ 56,113,000
2023	$118,888,000	$ 9,000	---	---	---	$121,051,000
2024	$ 36,256,000	$24,028,000	$5,546,000	---	$1,398,000	$ 67,228,000
2025	$ 8,956,000	$ 1,470,000	$1,751,000	$50,000	$ 871,000	$ 13,098,000

City of Kelowna:

Year	Residential Units*	Percent Change	Building Permit Construction Values	Percent Change
2016	1,688	33%	$ 537,797,311	16%
2017	2,319	37%	$ 696,770,032	30%
2018	2,301	-1%	$ 912,817,993	31%
2019	1,920	-17%	$ 887,549,237	-3%
2020	972	-49%	$ 492,443,749	-45%
2021	3,167	226%	$1,187,772,011	141%
2022	3,072	-2%	$1,211,273,694	2%
2023	3,924	28%	$1,796,507,741	48%
2024	1,599**	---	$ 646,913,119	-64%
2025	---	----	$1,029,031,042	59%

* Single family dwellings, residential suites, apartments, congregate care, carriage homes, townhomes, duplex, triplex &4plex
** City of Kelowna does not provide breakdown of housing units as of 2024

Year-to date December 31, 2023, permit values at $1.79 billion and housing starts at 3,924 units represent the peak during the past decade. Permit values and housing starts have exceeded the $1 billion threshold and 3,000 units, respectively, in three consecutive years, 2021 – 2023. Values and starts plummeted in 2024 but 2025 indicates a rebound in permit value which exceeded $1.0 billion, the fourth highest level in the past 10 years. Housing starts are not yet available for 2025.

The following City of Kelowna residential permit values are derived from BC Stats.

Year	Single Family	Apartments	Row	Total Residential Units	Percent Change	Building Permit Construction Values	Percent Change
2020	162	668	84	914	---	$ 488,585,000	---
2021	315	2,249	380	2,944	+222%	$1,176,942,000	+141%
2022	166	1,928	182	2,276	-23%	$1,188,540,000	+1%
2023	92	3,295	83	3,470	+52%	$1,776,391,000	+49%
2024	57	1,552	16	1,625	-53%	$ 610,868,000	-66%
2025	85	1,536	44	1,665	+2%	$ 983,199,000	+61%

BC Statistics' permit values closely mirror the values published by the City of Kelowna. BC Statistics' housing starts are generally lower as they only include three major categories whereas the city starts include additional categories.

REAL ESTATE OVERVIEW

Market Rental Survey:

The following rental market data for apartments and townhouses was extracted from the Canada Mortgage and Housing Corporation's (CMHC) Fall 2021 – 2025 Rental Market Reports for the Kelowna Census Metropolitan Area (CMA). Data relating to strata apartments held by individuals is limited. The chart below summarizes the statistics for privately initiated rental structures with at least 3 units (purpose-built rental buildings).

Category (Apartment)	2021	2022	2023	2024	2025
Bachelor Rent (Table 4.1.2)	$1,020	$1,106	$1,140	$1,370	$1,395
1 Bedroom Rent (Table 4.1.2)	$1,191	$1,306	$1,477	$1,509	$1,596
2 Bedroom Rent (Table 4.1.2)	$1,475	$1,690	$1,805	$1,935	$2,118
3+ Bedroom Rent (Table 4.1.2)	$1,709	$2,188	$2,113	$2,374	$2,895
Total Vacancy Rate (Table 4.1.1)	0.6%	1.2%	1.3%	3.8%	6.4%

Rent increases in 2025 over 2024 were 1.8% for bachelor, 5.7% for 1-bedroom, 9.5% for 2-bedroom and 21.9% for 3-bedroom suites and increases for each unit category over the 5-year period from 2021 to 2025 were 36%, 34%, 44% and 69%. Vacancy rates for the 5-year period, 2021 to 2025 has varied between 0.6% and 6.4%; averaging 2.7%. The vacancy rate of 6.4% in 2025 is the highest since the 2024 vacancy rate of 3.8% and 2.7% in 2019.

Category (Townhouse)	2021	2022	2023	2024	2025
1 Bedroom Rent (Table 2.1.2)	$1,364	$1,441	$1,686	---	$1,644
2 Bedroom Rent (Table 2.1.2)	$1,322	$1,362	$1,613	$1,640	$1,731
3+ Bedroom Rent (Table 2.1.2)	$2,076	$2,199	$2,423	$2,199	$2,310
Total Average Rent (Table 2.1.2)	$1,615	$1,680	$1,990	$1,844	$1,948
Total Vacancy Rate (Table 2.1.1)	0.0%	1.5%	0.9%	1.0%	5.5%

Townhouse rents were increasing year-over-year through 2023. In 2024, 2-bedroom rents increased 1.7% relative to 2023, however, 3-bedroom rents decreased 9.2% over the same period. The overall total average rent decreased 7.3% in 2024 but rebounded 5.6% in 2025. With respect to the 5-year period, 2021 - 2025, 2-bedroom rents increased 31% while 3-bedroom rents increased 11%. Vacancy rates were consistently low from 2021 through, spiking in 2025 at 5.5%; the 5-year average vacancy rate equates to 1.78%.

Multiple Listing Service Statistics:

The Association of Interior Realtors of the Central Okanagan includes the area between the District of Lake Country in the north to the District of Peachland in the south. Central Okanagan Division MLS sales for the 10-year period, 2016 to 2025, are summarized on the following table.

Year Ending December 31	Total Listings	Units Sold	Sales Ratio	Sales Dollars	Average Unit Price	Percent Change
2016	10,329	7,314	70.8%	$3,575,400,106	$488,843	14.4%
2017	10,573	6,574	62.2%	$3,487,045,327	$530,430	8.5%
2018	11,060	5,020	45.4%	$2,825,159,490	$562,781	6.1%
2019	10,729	4,940	46.0%	$2,758,271,349	$558,355	-0.6%
2020	10,229	6,311	61.7%	$4,099,680,146	$649,609	16.3%
2021	10,562	8,217	77.8%	$6,369,013,845	$775,102	19.3%
2022	11,254	5,286	47.0%	$4,663,968,808	$882,325	13.8%
2023	11,185	4,386	39.2%	$3,538,102,151	$806,865	-8.6%
2024	12,587	4,243	33.8%	$3,348,009,257	$790,184	-2.0%
2025	12,826	4,538	7.0%	$3,792,564,830	$836,657	5.9%

The real estate market peaked in 2021 at $6.37 billion and 8,217 units sold and then down trended for three consecutive years, 2022 to 2024, bottoming at $3.35 billion and 4,243 units sold. The market showed improvement in 2025 recording $3.8 billion in sales and 4,538 units sold. The average sale price peaked in 2022 at $882,325 and then declined in 2023 and 2024 to a low of $790,184 before rebounding to $836,657 in 2025.

The following table summarizes year-to-date December 31, 2025, Association of Interior Realtors Market Statistics for the Central Okanagan relative to the 2024 period.

Category	Year-to-Date December 31		% Change
	2025	2024	
ALL CATEGORY			
Total Sold Units	4,538	4,243	7.0%
Total Listings	12,826	12,587	1.9%
Sale-to-List Ratio	34.4%	33.7%	2.1%
Total Sales Volume	$3,792,564,830	$3,348,009,257	13.3%
Average Unit Price	$836,657	$790,184	5.9%
ALL RESIDENTIAL			
Total Sold Units	4,165	3,896	6.9%
Total Listings	11,136	10,852	2.6%
Sale-to-List Ratio	37.4%	35.9%	4.2%
Total Sales Volume	$3,571,789,435	$3,151,428,452	13.3%
Average Unit Price	$857,984	$809,512	6.0%
SINGLE FAMILY DWELLING			
Total Sold Units	1,945	1,722	13.0%
Total Listings	5,073	5,014	1.2%
Sale-to-List Ratio	38.3%	34.3%	11.7%

Category	Year-to-Date December 31		% Change
	2025	2024	
Total Sales Volume	$2,105,820,606	$1,789,322,431	17.7%
Median Unit Price	$953,500	$940,000	1.4%
Average Unit Price	$1,082,684	$1,039,699	4.1%
TOWNHOUSE			
Total Sold Units	648	634	2.2%
Total Listings	1,638	1,640	-0.1%
Sale-to-List Ratio	39.6%	38.7%	2.3%
Total Sales Volume	$462,458,409	$444,227,085	4.1%
Median Unit Price	$675,000	$672,750	0.3%
Average Unit Price	$713,670	$700,674	1.9%
APARTMENT			
Total Sold Units	1,047	1,070	-2.2%
Total Listings	2,890	2,731	5.8%
Sale-to-List Ratio	36.2%	39.2%	-7.7%
Total Sales Volume	$507,258,696	$514,296,559	-1.4%
Median Unit Price	$430,000	$449,000	-4.2%
Average Unit Price	$484,488	$480,651	0.8%
RESIDENTIAL LOT			
Total Sold Units	94	84	11.9%
Total Listings	490	599	-18.2%
Sale-to-List Ratio	19.2%	14.0%	37.1%
Total Sales Volume	$36,638,150	$39,648,100	-7.6%
Median Unit Price	$337,500	$372,500	-9.4%
Average Unit Price	$389,768	$472,001	-17.4%

The All-Category year-to-date December 31, 2025, recorded increases relative to the previous year in unit sales, dollar sales volumes and an average price for most categories except for apartments which showed small declines. The statistical sampling for residential lots is too small to be reliable. Listings increased in all residential categories but for townhomes which remained virtually the same.

The following table summarizes year-to-date July 31, 2026, Association of Interior Realtors Market Statistics for the Central Okanagan relative to the 2025 period.

Category	Year-to-Date July 31		% Change
	2026	2025	
ALL CATEGORY			
Total Sold Units	2,770	2,804	-1.2%
Total Listings	7,602	8,656	-12.2%
Sale-to-List Ratio	36.4%	32.4%	12.3%
Total Sales Volume	$2,317,545,218	$2,310,890,648	0.3%
Average Unit Price	$837,566	$824,729	1.6%
ALL RESIDENTIAL			
Total Sold Units	2,565	2,573	-0.3%
Total Listings	6,541	7,569	-13.6%
Sale-to-List Ratio	39.2%	34.0%	15.3%
Total Sales Volume	$2,203,663,966	$2,177,062,416	1.2%
Average Unit Price	$859,463	$846,447	1.5%

Category	Year-to-Date July 31		% Change
	2026	2025	
SINGLE FAMILY DWELLING			
Total Sold Units	1,182	1,208	-2.2%
Total Listings	2,894	3,508	-17.5%
Sale-to-List Ratio	40.8%	34.4%	18.6%
Total Sales Volume	$1,304,490,050	$1,318,335,887	-1.1%
Median Unit Price	$940,000	$975,000	-3.6%
Average Unit Price	$1,103,629	$1,091,338	1.1%
TOWNHOUSE			
Total Sold Units	397	411	-3.4%
Total Listings	996	1,088	-8.5%
Sale-to-List Ratio	39.9%	37.8%	5.6%
Total Sales Volume	$285,117,665	$294,039,557	-3.0%
Median Unit Price	$675,000	$685,000	-1.5%
Average Unit Price	$718,181	$715,425	0.4%
APARTMENT			
Total Sold Units	676	638	6.0%
Total Listings	1,680	1,931	-13.0%
Sale-to-List Ratio	40.2%	33.0%	21.8%
Total Sales Volume	$334,068,835	$312,042,051	7.1%
Median Unit Price	$438,000	$437,000	0.2%
Average Unit Price	$494,185	$489,094	1.0%
RESIDENTIAL LOT			
Total Sold Units	48	61	-21.3%
Total Listings	311	319	-2.5%
Sale-to-List Ratio	15.4%	19.1%	-19.4%
Total Sales Volume	$19,692,600	$22,735,750	-13.4%
Median Unit Price	$322,000	$324,900	-0.9%
Average Unit Price	$410,263	$372,717	10.1%

The All-Category year-to-date July 31, 2026, recorded a decrease relative to the previous year in unit sales, however, dollar sales volumes and average price were significantly positive. Average unit prices for single family, townhouse and apartments were relatively stable year-over-year. The statistical sampling for residential lots is too small to be reliable. Listings decreased significantly in all residential categories which improved the sale-to-list ratio except in the townhouse category.

COMMERCIAL MARKET OVERVIEW

The following information is extracted from the HM Commercial Realty Annual report (Tenth Edition).

Land and Development:

"The previous boom years of rapid construction created a hyper-supply of industrial, office and residential inventory. This created a buyer's market which slowed absorption and new development.

As a result, new projects have been temporarily shelved until conditions improve. Project developers face a litany of challenges including access to affordable capital, high construction costs, radical changes to bylaws on short-term rentals, and weakened consumer confidence.

Private and government investment into infrastructure projects like the YLW terminal expansion ($108M), new airport hotel and parkade ($155M), Okanagan College and UBC-Okanagan campus expansions and Parkinson Recreation Centre ($262M) are just a few of the projects stimulating economic development and creating valuable amenities for future generations Local and Provincial governments are trying to tap into Mark Carney's Build Canada Homes (BCH) plan with up to $13 billion in funding, intended to subsidize the cost of new housing.

So, although there is short-term pain, smart developers are recognizing the opportunity to acquire land as a value proposition with eyes on the future."

PRE CONSTRUCTION CONCRETE CONDO SALE PRICE PSF	NEW COMPLETED CONCRETE CONDO SALE PRICE PSF	PRE CONSTRUCTION CONCRETE CONDO LIST PRICE PSF
2025: $812 2024: $820	**2025: $986** 2024: $1,045	**2025: $833** 2024: $1,221
PRE CONSTRUCTION WOOD FRAME CONDO SALE PRICE PSF	NEW COMPLETED WOOD FRAME CONDO SALE PRICE PSF	MULTI-FAMILY BUILDING PERMITS (BY UNIT)
2025: $601 2024: $867	**2025: $576** 2024: $630 2023: $683	**2025: 1,001** 2024: 1,148 2023: 2,547
AVG LAND $ PSF (MED DENSITY)	AVG LAND $ PSF (LOW DENSITY)	PURPOSE BUILT RENTAL UNITS IN STREAM (NOT COMPLETED)
2025: $99 2024: $141 2023: $128	**2025: N/A** 2024: $13 2023: $8	**2025: 409** 2024: 1,112 2023: 1,105

Investment:

"Investor sentiment is often tied to yields, cap rates and financing costs, but strategies are increasingly shifting toward asset class selection as a primary way to mitigate risk. While interest rates have been relatively stable over the past 24 months, cap rates have remained relatively steady over the past three years. Transaction volume has remained low, and that stability may be influenced by limited price discovery as sellers hold firm on pricing expectations. In some cases, assets that would trade at wider cap rates are simply not transacting, particularly in higher-risk segments.

In the Okanagan, retail has increasingly become a flight to safety, supported by resilient demand and stable tenancy. While vacancy has increased, it has largely been driven by a small number of large format spaces becoming available. Retail also continues to benefit from limited opportunities for affordable land to develop new centres, keeping new supply constrained. By contrast, office is being perceived as the highest risk, with elevated vacancy rates and continued doubts around demand for space in the near term.

Investors are navigating a shift in the rental apartment segment as vacancy has increased and rent growth has moderated. As a result, activity has been more limited as buyers reassess evolving market conditions. By contrast, mobile home parks continue to see strong demand, supported by the underlying land component and sustained demand for affordable housing options.

Overall, investors are placing greater emphasis on capital preservation & long-term fundamentals rather than simply chasing yield. As price discovery continues to evolve, opportunity may exist in segments that are currently out of favour, particularly where distress creates motivated sellers."

RETAIL CAP RATES

2025: 4.20% - 6.40%

2024: 4.50% - 5.41%
2023: 4.00% - 5.65%

MULTI-FAMILY CAP RATES

2025: 4.50% - 5.24%

2024: 4.50% - 5.40%
2023: 4.25% - 5.25%

INDUSTRIAL CAP RATES

2025: 4.88% - 4.90%

2024: 4.00% - 5.25%
2023: 4.04% - 5.25%

NEW APARTMENT RENTS PSF (AVG)

2025: $2.99

2024: $2.99
2023: $3.01

OFFICE CAP RATES

2025: 4.20% - 6.42%

2024: 5.30% - 6.62%
2023: 4.85% - 7.66%

RENTAL APARTMENT VACANCY RATES

2025: 6.30%

2024: 3.60%
2023: 1.30%

Retail:

"While the broader market has softened, tenant demand in Kelowna's retail sector remains active, though increasingly cautious and selective. Much of today's activity is being driven by first-time business owners and local, independent operators rather than expansion-focused or national tenants. We continue to see strong interest from food, beverage, and coffee concepts, often paired with high- end gyms, wellness studios, and fitness facilities, where built-in customer traffic helps support higher occupancy costs.

That said, rising lease rates, triple-net costs, and limited new retail supply are significantly filtering demand. Many available spaces are delivered as shell units, and escalating build-out costs are forcing tenants to rethink both location and format. As a result, operators who initially envisioned small, full-service restaurants are increasingly pivoting toward grab-and- go or simplified service models to reduce upfront capital requirements. Even so, many deals begin to break down once tenants fully understand the combined cost of rent, taxes, maintenance and insurance, and tenant improvements—particularly for first-time operators who may underestimate the true cost of entry.

Retailers are also adapting by exploring alternative locations and formats. Industrial spaces with retail exposure or zoning flexibility are being repositioned for customer-facing uses due to the lack of traditional retail availability. While this approach can work in certain cases, it often introduces challenges around visibility, parking, and long-term functionality, which can limit viability for some businesses.

Mixed-use developments remain attractive for their built-in density and foot traffic, but higher rents and operating costs are testing the limits of smaller-format and independent retailers. At the same time, leasing conversations increasingly reflect concern around the downtown core, where issues related to safety and crime are pushing some tenants to prioritize suburban and neighbourhood retail nodes instead.

Overall, today's retail market is less about expansion and more about execution. Well-capitalized tenants with efficient layouts, adaptable business models, and a clear understanding of total occupancy costs are moving forward, while others are delaying decisions, downsizing plans, or exiting negotiations altogether."

VACANCY RATES

2025: 4.13%
2024: 1.78%
2023: 1.65%

PANDOSY/MISSION LEASE RATES

CLASS A: $32 - $41
CLASS B: $27 - $31

DOWNTOWN LEASE RATES

CLASS A: $29 - $42
CLASS B: $18 - $28

ABSORPTION

2025: 148,756 SF
2024: 41,357 SF
2023: 99,514 SF

HARVEY AVE LEASE RATES

CLASS A: $27 - $32
CLASS B: $20 - $24

NOTABLE TRANSACTIONS

Chipotle	Bright Jenny
Obsidian Fitness	Popeye's Chicken
McDonald's - Downtown	NEW Canadian Tire
Lagree - Pandosy	Homes Alive Pets
Sandrine - Lakeshore	

NEW CONSTRUCTION

2025: 60,455 SF
2024: 444,094 SF
2023: 408,184 SF

RETAIL STRATA SALE $ PSF (AVG)

New Shell Product: $855
Existing Class A: $663

Office:

"With hybrid and flexible work models now firmly embedded, the office market in Kelowna and the Okanagan continues to redefine itself.

The most significant shift occurred between 2023 and 2024, when vacancy increased over 2% (from 6.61% to 8.81%), largely driven by the delivery of new Class A inventory that is still working through the absorption cycle. In 2025, vacancy stabilized, suggesting the market may be finding a short-term equilibrium. However, net absorption continued to decline in 2025 – just 4,567 sq. ft., compared to 42,898 sq. ft. in 2024 and 102,677 sq. ft. in 2023. This sharp reduction in absorption displays a more cautious tenant environment, where many are delaying expansion decisions and taking additional time to evaluate long-term space requirements.

Beyond the headline vacancy rate, we are closely watching how tenant decision- making is evolving. Many occupiers are prioritizing quality over quantity—downsizing overall footprints while upgrading to newer, more efficient buildings that offer better amenities, natural light, parking, and technology.

Class A and well-located Class B properties with modern improvements continue to outperform, while older, and non-elevatored buildings, face longer lease-up periods and increased pressure to reinvest or reposition.

Another key indicator is the slowdown in new office construction. With no meaningful new office space currently under construction, future supply constraints could emerge once the current inventory is absorbed. This development lull reflects higher construction and financing costs nationally, but it also sets the stage for a tighter market in the medium term if demand stabilizes or accelerates.

We are also seeing increased owner-user interest, but limited supply continues to restrict opportunities. Additionally, tenants are increasingly sensitive to total occupancy costs, favouring spaces with existing build-outs to reduce capital expenditures and shorten decision timelines.

Overall, while the office market is experiencing a period of adjustment, Kelowna's continued population growth, expanding professional services sector, and reputation as a regional business hub, support long-term fundamentals. The market is not contracting, just recalibrating toward flexibility, efficiency, and higher-quality environments that better support today's evolving workplace strategies."

VACANCY RATES

2025: 8.72%

2024: 8.81%
2023: 6.61%

DOWNTOWN LEASE RATES

CLASS A: $28 - $38
CLASS B: $14 - $22

LANDMARK CENTRE LEASE RATES

CLASS A: $24 - $30
CLASS B: $17 - $24

NEW CONSTRUCTION

2025: 0 SF

2024: 503 SF
2023: 154,727 SF

PANDOSY/MISSION LEASE RATES

CLASS A: $20 - $25
CLASS B: $15 - $20

ABSORPTION

2025: 4,567 SF

2024: 42,898 SF
2023: 102,677 SF

NOTABLE TRANSACTIONS

Gen 7 Fuels Ltd.
Sutton Centre Realty
Willowbrae Child Academy
High Street Ventures

OFFICE STRATA SALE $ PSF (AVG)

New Shell Product: N/A
Existing Class A: $622

Industrial:

"In the last real estate cycle, industrial strata emerged as an outlier of performance, sparking a "gold rush" to deliver as much product to market as possible. That rapid acceleration in development resulted in a wave of new inventory, fundamentally reshaping market dynamics.

Today, this oversupply has created meaningful opportunity for tenants and owner-users, many of whom are now able to trade up into well-located, well-constructed, and more functional industrial assets.

Where the market has not yet absorbed all available inventory—or where strata units suffer from inefficient layouts or functional limitations—pricing has remained under pressure, with values in some cases trading at or below developer cost.

Industrial land continues to attract strong interest, particularly for highway- adjacent sites, which command a consistent premium. While industrial land transactions have become less frequent, pricing in central Kelowna has remained resilient.

In Beaver Lake and Lake Country, pricing pressure has emerged, establishing a new market floor.

The sustained increase in industrial land values over the past decade, coupled with ongoing demand for industrial space, has driven redevelopment activity and a push to bring larger, more efficient industrial parcels to market.

Looking ahead, tenants and buyers are expected to benefit from a broader range of options as new supply comes online to meet evolving facility requirements into the near future."

VACANCY RATES

2025: 5.10%
2024: 5.58%
2023: 2.91%

EXISTING LARGE FORMAT LEASE RATES

CLASS A: $15 - $18
CLASS B: $11 - $14

EXISTING SMALL FORMAT LEASE RATES

CLASS A: $19 - $28
CLASS B: $16 - $25

ABSORPTION

2025: 113,106 SF
2024: 220,498 SF
2023: 62,432 SF

BUILD TO SUIT LEASE RATES

2025: $18 - $20
2024: $16 - $21
2023: $18 - $23

NOTABLE TRANSACTIONS

Stewart Winery
Arpies
Taem Fitness
Kawartha Dairy
Martin Motorsports

NEW CONSTRUCTION

2025: 190,459 SF
2024: 65,312 SF
2023: 426,300 SF

INDUSTRIAL STRATA SALE $ PSF (AVG)

New Shell Product: $330
Existing Class A: $387

CONCLUSION

While the BoC rate cuts through 2025 improved the slower economy from the previous 2 years, the economy continues to struggle. Real GDP is projected to stay muted, around 1.1% to 1.6%, as the economy adjusts to a lower-growth environment. Consumer Price Index (CPI) inflation is expected to remain near the 2% target. Going forward, the primary risk for 2026 is the uncertainty regarding the renegotiation or extension of CUSMA (USMCA), which could further impact trade relations.

Although construction value in Kelowna plummeted 64% in 2024, it rebounded by 59% in 2025. For the rest of the region, construction values were down 40% collectively in 2025, however.

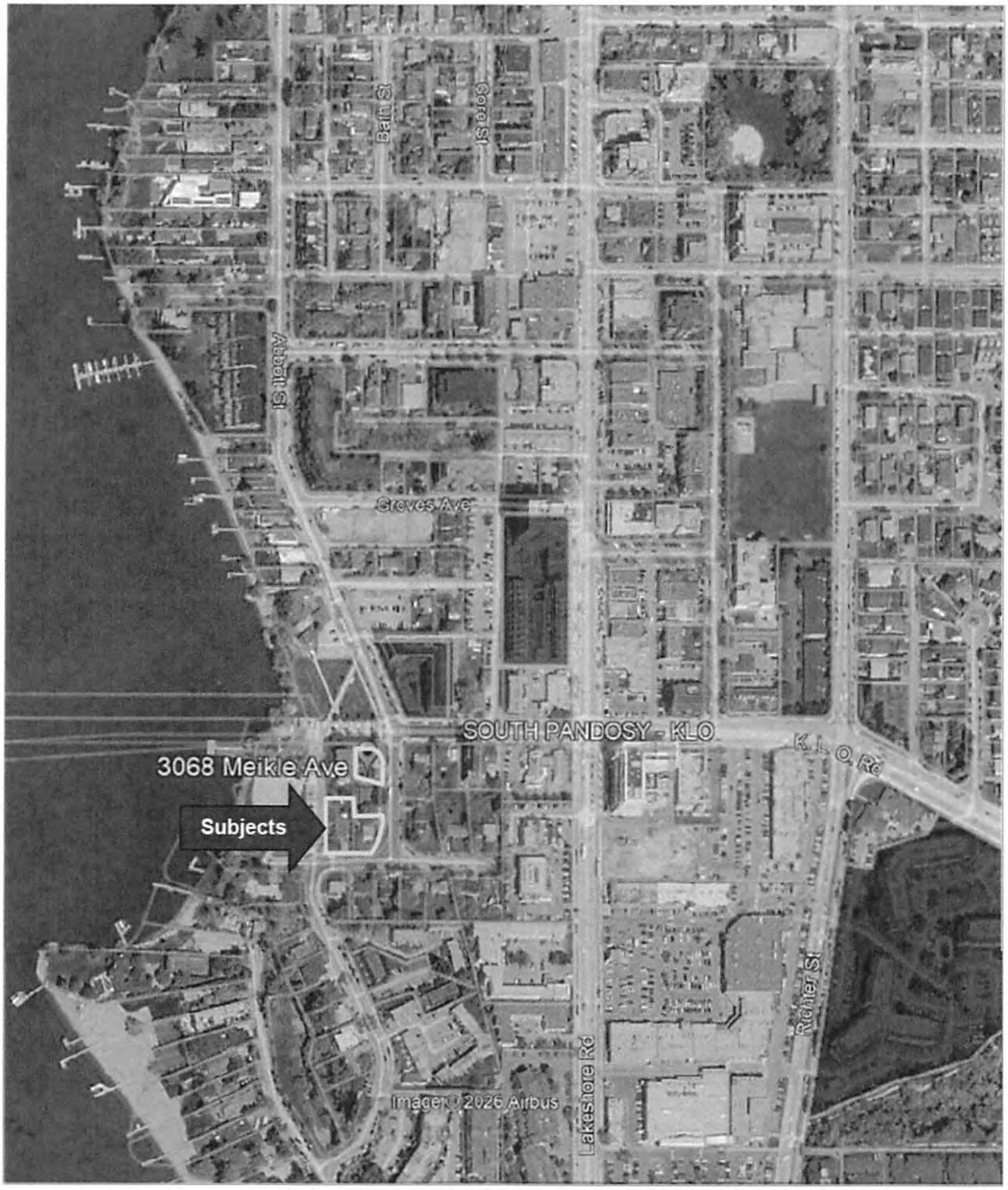
Year-over-year home sales improved through year-end 2025 largely driven by interest rate cuts. Despite rate cuts, high housing costs remain a significant challenge, although a gradual improvement in affordability is projected through 2026.

Year-to-date June 2026 statistics show decreases in unit sales, listings, dollar volume and average pricing for the overall market relative to the previous year. However, listings declined more sharply than sales, resulting in an improved sale-to-list ratio for the all-category and all-residential markets. Most residential property types experienced lower sales activity and reduced listing inventory, while the apartment sector was an exception, showing increased unit sales and dollar volume. Overall, the data suggests softer pricing and sales volumes, but continued support from reduced supply as sellers appear to wait out market uncertainty.

The industrial, commercial and investment real estate market has seen mixed results. Demand for income-producing assets is strong, and capitalization rates are holding steady. Industrial land has seen a softening in price amid lower demand due to economic uncertainty. Multi-family land prices have also softened due to profitability challenges, limited available financing and decreased demand for end-product as well as increased vacancy and moderated rent growth.

While the market is recalibrating, the long-term outlook of the Okanagan real estate market is positive due to the Okanagan Valley's diverse and growing economic sectors, continued improvements to hospitals, expansion to the Kelowna International Airport, and the desirability of the region as a recreation and retirement destination.

Figure 2 - Neighbourhood Map



NCA COMMERCIAL

Location

OVERVIEW

The subject properties are located on Meikle Avenue, one block west of the South Pandosy/North Lakeshore business district of Kelowna. Pandosy Street and Lakeshore Road are the primary commercial arterial corridor within the neighbourhood.

The subject neighbourhood is served by two community shopping centres, Lakeshore Centre and Mission Park community shopping centre, both located between Lakeshore Road and Richter Street. Mission Plaza is on the south side of KLO Road bounded by Richter Street to the east. There are numerous professional office buildings on Lakeshore Road, Pandosy Street, KLO Road, Richter Street and Tutt Street. Okanagan College, KLO Campus is situated two blocks east of Pandosy Street/KLO Road.

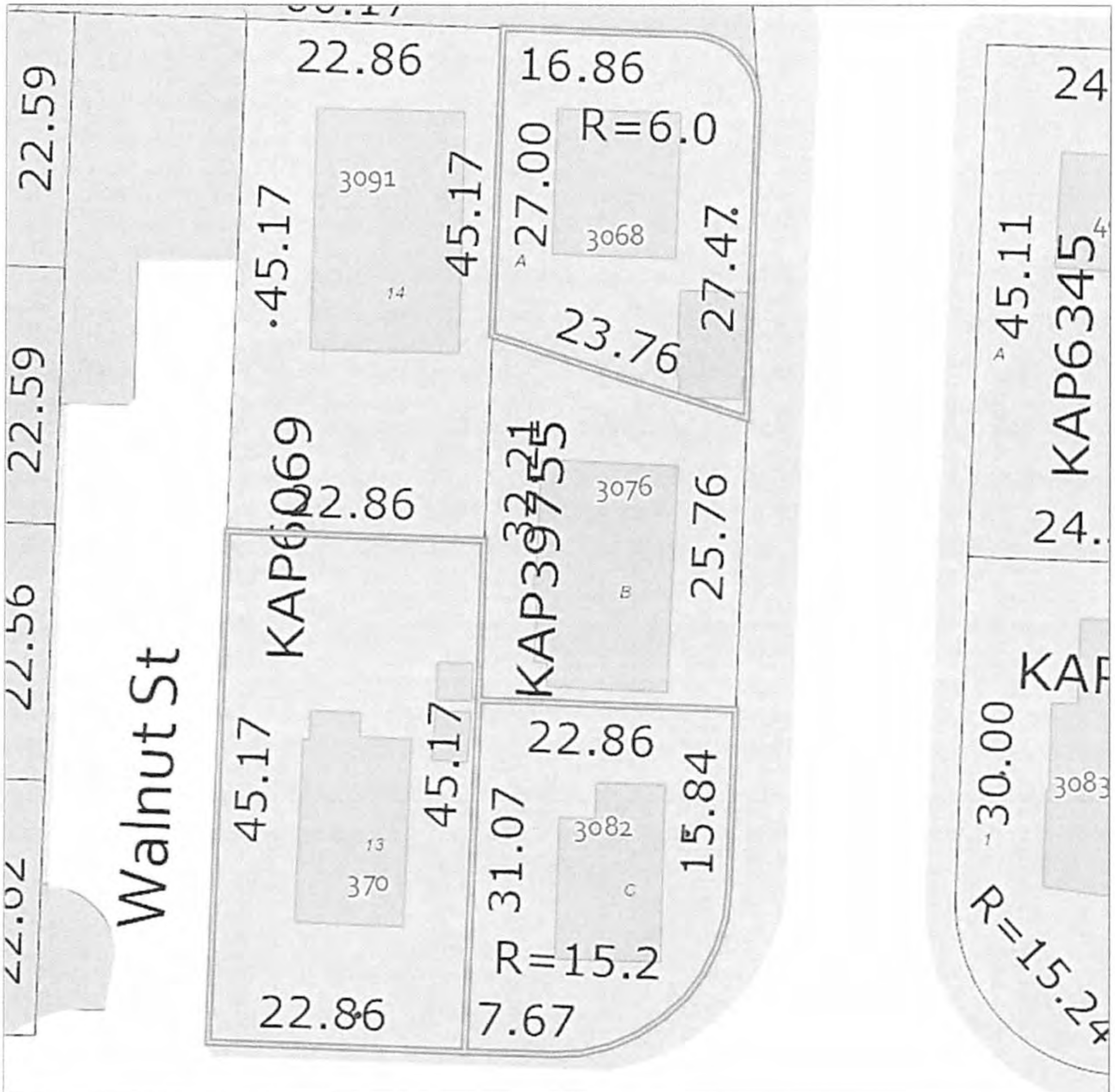
The North Lakeshore Road business district and South Pandosy Village are rapidly transitioning to multi-storey mixed use and multiple family residential developments. Sopa Square is the largest mixed-use project occupying the prominent location on the west side of Pandosy Street, between Groves Avenue and the Royal Bank building at the northwest corner of Pandosy Street and Cedar Avenue. Recently completed mixed-use developments include The Shores, 4 stories of rental apartment on top of 2 levels of commercial space, and Caban by Cressy, a 6 storey 120 unit apartment building with commercial space on the main floor, are both located on the corner of Richter Street and Lakeshore Road, opposite Gyro Beach Gyro Beach. Parc 450, an upscale 6 storey, concrete residential tower, located on the north side of Groves Avenue between Abbott Street and Pandosy Street, was also recently completed. Completed in 2026, Movala comprises 10 and 14 storey towers on top of a podium with a total of 345 homes and 22,000 square feet of retail and restaurant space located on the west side of Lakeshore Road opposite LanFranco Road and Shoppers Drug Mart. Alma at Abbott, a six storey residential project, was also completed in 2026 and is situated on the corner of Cedar Avenue and Abbot Street.

The neighbourhood includes full urban services. Public bus transportation is available along the Pandosy Street/Lakeshore Road corridor, to the downtown core, Okanagan College, KLO Campus, and the Mission Park Shopping Centre as well as connections and transfer to public bus transportation accessing the Orchard Park Regional Shopping Centre and UBC Okanagan.

Figure 3 - 2026 Aerial Photograph

40

Figure 4 - City Composite Map (metric)



NCA COMMERCIAL

SITE DATA

Size, Frontage & Shape:

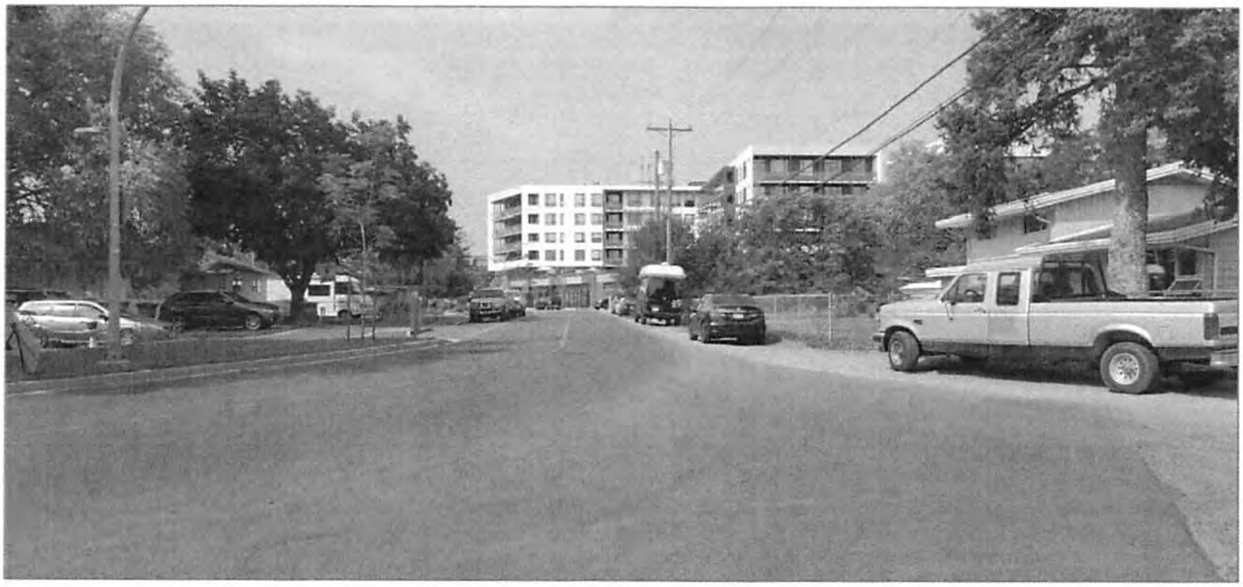
370 Meikle Avenue:	-	0.26 acre; 11,115 square feet (75' x 148.2'). 223.2 feet of road frontage.
3082 Meikle Avenue:	-	0.163 acre; 7,100 square feet (75' x 148.2' less corner rounding). 155.4 feet of road frontage.
370 & 3082 Meikle Avenue Assembly:	-	0.423 acre. Semi-rectangular. 378.6 feet of road frontage.
3068 Meikle Avenue:	-	0.169 acre; 7,358 square feet
	-	176.4 feet of road frontage.
	-	Semi-rectangular.
Topography:	-	Level and lies at grade with adjacent roadways.
Access:	-	Vehicular access is available from Cedar & Meikle Avenues, both two-lane paved right of ways with gravel shoulders.
Services:	-	Meikle Avenue frontage is not urbanized. Services available include overhead electrical and telecommunications, domestic water, community sanitary and storm sewer, and natural gas. Redevelopment of the subject properties will require frontage urbanization inclusive of concrete curb, gutter and sidewalk and ornamental street lighting and potential servicing upgrades.
Soils:	-	The valuation assumes the soils have good load bearing capability requiring typical site preparation to support multi-storey commercial and/or residential development. The neighbourhood is developed with buildings indicating soils have adequate load bearing capability.
Environmental	-	NCA Commercial Inc. is not aware of any environmental audit pertaining to the possible presence of contaminants and hazardous material, either within the boundaries of the property or in proximity to the property. The value estimate herein assumes without verification that there are no hazardous materials or conditions on, in or near the property that would cause a loss in value.
Non-Financial Encumbrances:	-	None.
Improvements:	-	Each lot is improved with an older single-family residence. These structures represent an interim use pending redevelopment.

Subject Photography

3082 Meikle Avenue.

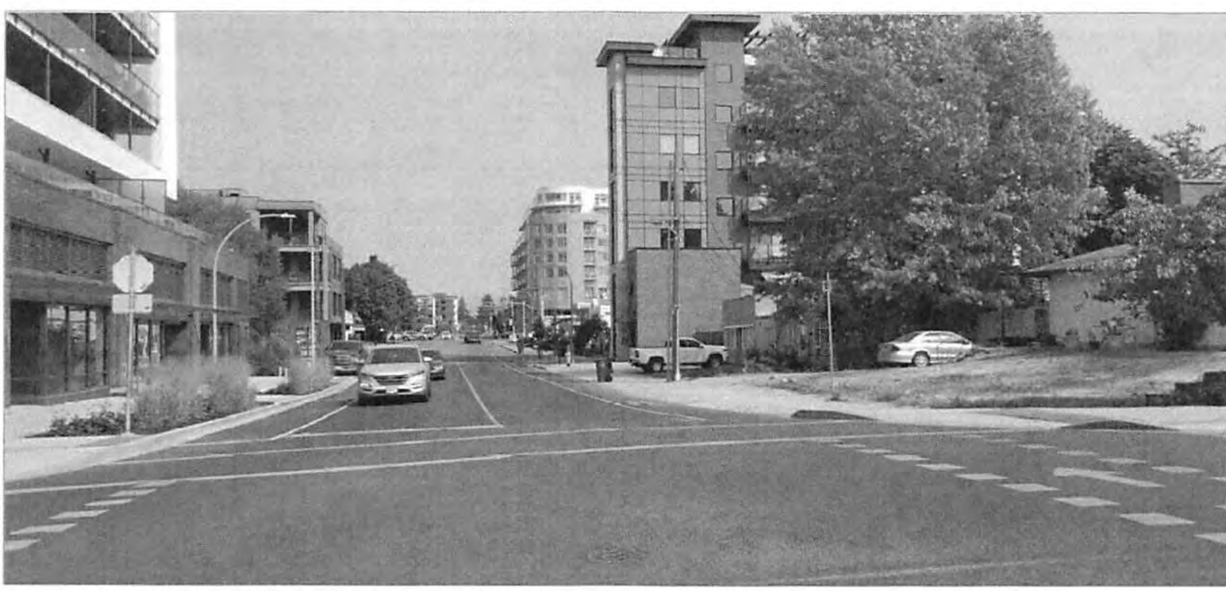
370 Meikle Avenue.

3068 Meikle Avenue.



Meikle Avenue north perspective.

Meikle Avenue west perspective.



Cedar Avenue east perspective from Meikle Avenue/Cedar Avenue intersection.

Land Use Controls

ZONING

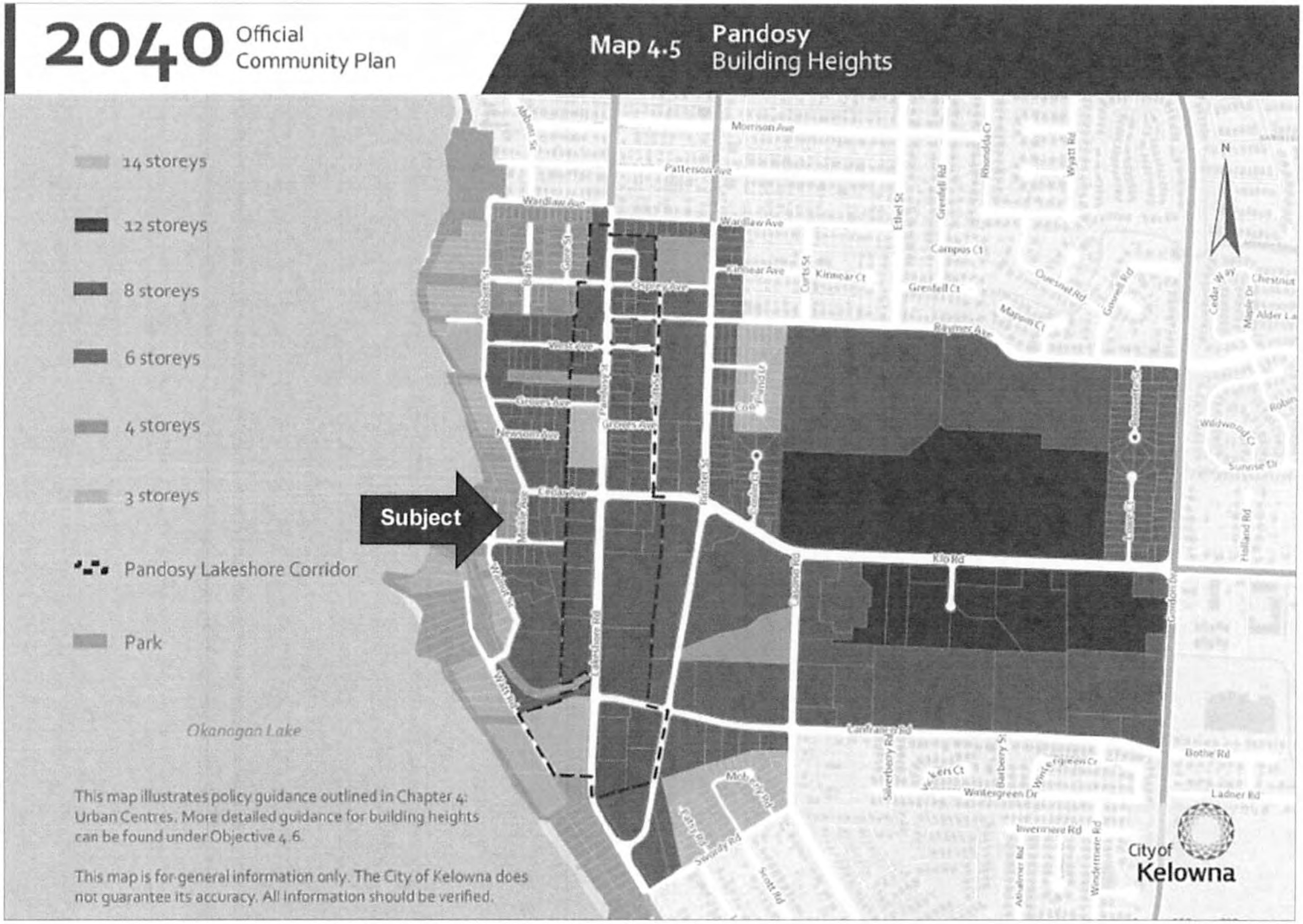
The subject properties are zoned **UC5 - Pandosy Urban Centre** pursuant to the City of Kelowna Zoning Bylaw No. 12375, updated March 31, 2026.

Zoning Map

With reference to the City of Kelowna Zoning Bylaw, the purpose of this zone is "to provide a mixed commercial and residential zone for developments within the Pandosy Urban Centre."

The UC5 zone permits 6 storeys and a floor area ratio (FAR) of 1.80, without regard to density bonusing. Bonus density provisions include Public Amenity and Streetscape bonus of 0.25 FAR and rental or affordable Housing bonus of 0.30 FAR and the maximum building height with bonusing is 8 storeys. The subject properties are designated Park on the Official Community Plan Future Land use map. Assuming the city does not approve any development because of their intention to create park space, the valuation of the subject properties would still be based on the UC5 Zone.

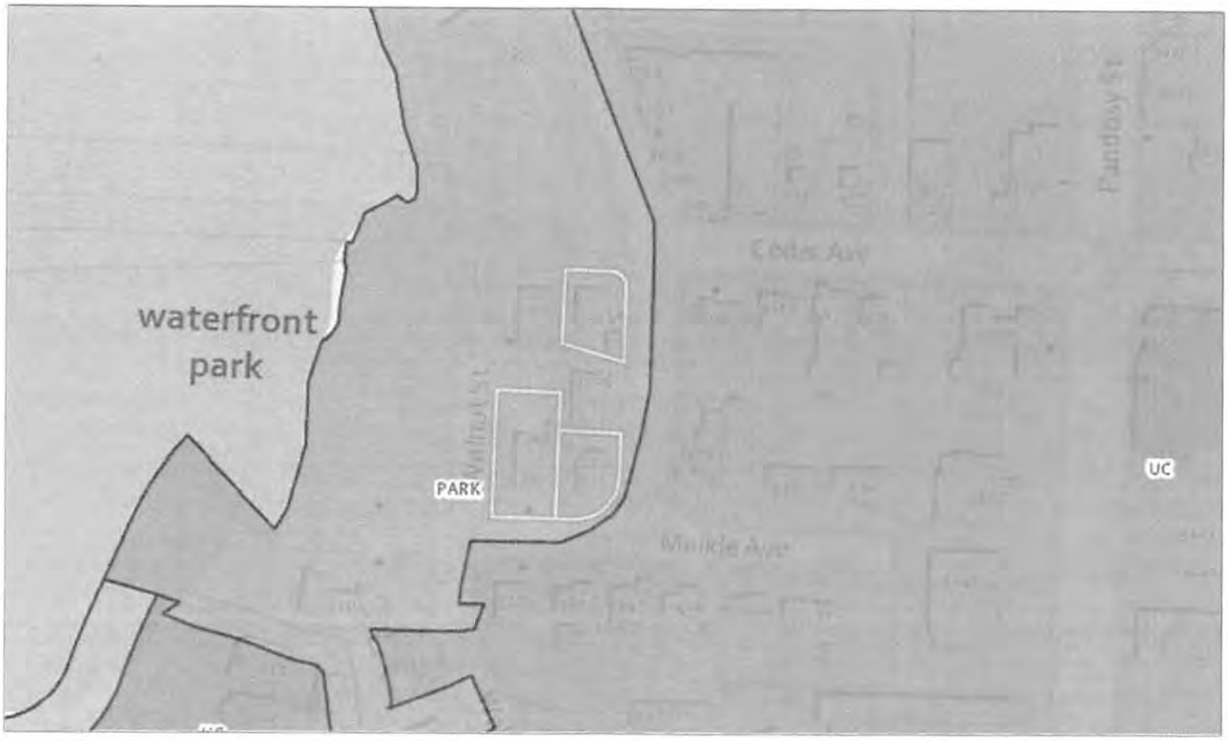
For a complete list of subdivision, development and other regulations pertaining to the UC5 zone, reference is directed to pertinent section of the zoning bylaw attached in the Addenda.



NCA COMMERCIAL

OFFICIAL COMMUNITY PLAN

The subject properties are designated **Park** on the City of Kelowna 2040 Official Community Plan Bylaw 12300, Future Land Use Map 4.3.



OCP Future Land Use Map

Prior to the adoption of the new Official Community Plan, the subject properties were designated MXR, Mixed Use (Residential/Commercial) on Kelowna's former OCP Generalized Future Land Use Map 4.1. Mixed Use development provided for commercial floor space on the ground floor or above, with additional potential for residential units above the ground floor. Maximum density at the centre of the core would have been consistent with the former zoning as follows: City Centre - C7 zone; Rutland - C7 zone; Pandosy - C4 zone; Midtown - C6 zone; Capri/Landmark - C4 zone.

The subject properties are currently designated Park on the Official Community Plan future land use map but are zoned UC5 – Pandosy Urban Centre which permits the urban centre development. Assuming the city does not approve any development because of their intention to create park space, the valuation of the subject properties would still be based on the UC5 Zone.

Assessment and Market History

PROPERTY ASSESSMENT

The property assessment is intended to reflect the market value of the subject land and improvements as determined by the British Columbia Assessment Authority as of July 1 of the previous year.

2026 Assessment	370 Meikle Ave	3068 Meikle Ave	3082 Meikle Ave	Totals
Land:	$ 855,000	$678,000	$678,000	$2,211,000
Improvements:	$ 174,000	$247,000	$247,000	$ 668,000
Total:	$1,029,000	$925,000	$925,000	$2,879,000

"Market Value" assessments determined by BC Assessment are carried out via statistically generated mass appraisal techniques. Mass appraisal, as it is entirely dependent on the availability of sufficient market sales evidence, works well enough for common or relatively simple property types such as residential housing; particularly in urban areas. However, for industrial, commercial and investment properties, unique properties, or in instances where BC Assessment records on property inventory/condition/income are out of date, the assessed values can differ significantly from actual market value. This is primarily due to the lack of BC Assessment resources/expertise and/or the property not having been recently inspected.

MARKET HISTORY

The Canadian Uniform Standards of Professional Appraisal Practice requires the sales history of the subject properties to be reported within the most recent three year period. According to public records, the subject properties have not sold during the past three years.

Reportedly, offers to purchase have been made on the subject properties. The appraiser has not been provided with copies of the offers and therefore cannot provide commentary.

Highest and Best Use

PREAMBLE

With reference to the *Appraisal of Real Estate*, Fourth Canadian Edition, 2023, highest and best use may be defined as follows:

> **"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value."**

Highest and best use is influenced by the following criteria:

- **Legally Permissible:** The use must be legal and must comply with land use classifications or zoning regulations or probable zoning and with building regulations applicable to the land. The use must be within the realm of probability and not speculative or conjectural.

- **Physically Possible**: The most probable future use should be selected from among the alternatives that the site can reasonably support – considering the characteristics of its location, access, size and shape, services and load bearing capacity.

- **Financially Feasible:** There must be a demand for the use selected and economic conditions which make it probable that such use will take place.

- **Maximally Productive:** While closely associated with financially feasible, this criterion would distinguish between two equally probable uses where one can be shown to provide a higher return, or one that is more durable than the other. This concept does not imply that maximum productivity is only to be considered in monetary terms, however, that is the most common methods of measuring productive use.

These criteria are often considered sequentially, because if a use is not legally permissible or physically possible, it is irrelevant as to whether or not it is financially feasible or maximally productive.

Highest and Best Use of the properties *as if vacant and unimproved* is considered separately from the Highest and Best Use *as improved* because the Highest and Best Use of the site as if vacant and available for development determines the value of the land relative to its overall value with improvements. The underlying concept is that any parcel of land can be made vacant by demolishing improvements. The analysis of highest and best use of land as though vacant focuses on testing each probable use for the above criteria.

For improved properties the four tests above are applied but the focus is not on alternative uses but on three possibilities: continuation of the existing use, modification of the existing use, or demolition and redevelopment of the land.

In general, if the value of a property as improved is greater than the value of the land as though vacant, the highest and best use is the use of the property as improved. However, a property's existing use may represent an interim use, which begins with the land value for the new highest and best use and adds the contributory value of the current improvements until the new highest and best use can be achieved.

ANALYSIS AND CONCLUSION

Highest and Best Use as Though Vacant and Unimproved:

- **Legally Permissible** - UC5 - Pandosy Urban Centre zone designation supports a wide variety commercial and residential uses. Considering the extraordinarily high land values, location across from Cedar Park and development trends within the past 15 years in the subject neighbourhood, retail and/or professional commercial uses and residential apartments contained within a multi-storey building is the most likely use/development for this site. There are no restrictive covenants, easements, statutory rights-of-way, development agreements, or other land-use controls that could limit or impede this type of development. However, the Official Community Plan designation is Park. Given the City's intention to create park space, they may not approve a UC5 development. If that is the case, the City would have to compensate the landowner based on the UC5 zone.

- **Physically Possible** - Site attributes including size, dimensions, access, exposure, services, topography and soils support UC5 development. The subject neighbourhood includes numerous multi-storey buildings indicating development is physically possible. Assemblage is the merging of adjacent properties into one common ownership or use. Assemblage can result in a value of the whole property that may be less than, equal to, or more than the sum of the components of the various estates or parcels. 370 & 3082 Meikle Avenue properties are valued as an assemblage to maximize development form and density, as the value of a single lot on its own, due to size and configuration constraints, may not be able to achieve this. 3068 Meikle Avenue is a stand alone site and will require consolidation with the adjacent property to the south and/or west.

- **Financially Feasible** - the South Pandosy Village/North Lakeshore Road districts have been rapidly transitioning to medium and high density multiple family, commercial and mixed use developments over the past 15 years. The neighbourhood is highly desirable due to its proximity to numerous commercial, institutional and recreational amenities. While demand and economic conditions have softened over the past four years resulting in a slow down in new developments or developments not proceeding, the medium to long term forecast is for continued redevelopment within the neighbourhood.

- **Maximally Productive:** While closely associated with financially feasible, this criterion would distinguish between two equally probable uses where one can be shown to provide a higher return, or one that is more durable than the other. Recent developments within the neighbourhood indicate developers desire to maximize floor area ratio due to high land values. Most recent developments are 6 storey wood frame construction with at grade parking such as the subject development. There are two recent developments in the neighbourhood that are of concrete construction including an eight storey retirement residence built for their going concern operation and a mixed use 15 storey strata development. The zoning for both sites offers greater building heights relative to the subject which has a maximum permitted storey height of 6 storeys. Considering the foregoing, the maximally productive use of 370 & 3082 Meikle Avenue, as though vacant and unimproved, is mixed use development to 6 storeys. 3068 Meikle Avenue is a stand alone site and will require consolidation with the adjacent property to the south and/or west to achieve higher densities. Notwithstanding the appraiser's conclusion, a feasibility analysis could be completed on other potential development schemes to ascertain which option produces the highest return.

Highest and Best Use as Improved:

The highest and best use of the subject land assembly, as improved, considering:

- the existing older single family improvements are at the end of their economic lives providing interim use pending redevelopment, and
- the conversion, redevelopment or adaptation of the existing improvements for an alternate use is not appropriate in this case given the building scope, quality and condition, the neighbourhood development trends and the higher densities offered by the UC5 zone,

is the current interim single family residential use pending mixed use redevelopment.

Land Valuation

METHODOLOGY

Valuation techniques for vacant land comprise four methodologies including:

- Direct Comparison
- Market Extraction
- Allocation
- Income Capitalization Techniques:
  a) Direct Capitalization: Land Residual Technique
  b) Direct Capitalization: Ground Rent Capitalization
  c) Yield Capitalization: Discounted Cash Flow – Subdivision Development Analysis

The **Direct Comparison Approach** is the most common technique for valuing land and it is the preferred method when comparable sales are available. To apply this method, data on sales of similar parcels of land is collected, analyzed, compared, and adjusted to provide a value indication for the site being appraised. In the comparison process the similarity or dissimilarity of the parcels is considered. The basis of this valuation approach is the principle of substitution and the influences of the concepts of anticipation and change, supply and demand, balance and externalities. The principle of substitution holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time.

The **Market Extraction** is a technique in which land value is extracted from the sale price of an improved property by deducting the value contribution of the improvements, estimated at their depreciated cost. The remaining value represents the value of the land. Extraction is used to estimate the land value of improved properties in rural areas and properties in which the improvement contribution is typically small and relatively easy to identify.

The **Allocation Approach** is based on typical ratios of land value to improvement value for specific categories of real estate in specific locations. Allocation is useful when transactional data on comparable sites in the immediate area is not available. The typical land value can be inferred by the price range of improved properties in the immediate area if an appropriate allocation ratio can be established in the community for a specific property type.

The **Land Residual Technique** is used to estimate land value when sales data on similar parcels of vacant land is not available. The Land Residual Technique is used almost exclusively in Highest and Best Use analysis to test the productivity of alternate uses of land as though vacant. The Land Residual Technique requires more data than any other valuation technique. The following conditions must be met: 1) Building value is known or can be accurately estimated, 2)-Net operating income to the property is known or can be estimated, and 3) both building and land capitalization rates can be extracted from the market.

Ground Rent Capitalization is the amount paid for the right to use and occupy the land according to the terms of the ground lease. It can be used in estimating the value of the landlord's interest in the land, i.e., the leased fee interest. Market derived capitalization rates are used to convert ground rent into market value. The ground rent capitalization procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and capitalization rates. If the current rent corresponds to market rent, the value indication obtained will be equivalent to the market value of the fee simple interest in the land.

Subdivision Development Analysis is applied when subdivision and development represent the Highest and Best Use of the land and when sales data on finished lots is available. The number and size of the finished lots, their likely sale price, the length of development and marketing periods, and the absorption rate are estimated. Gross income and expenses are projected when they are expected to occur. The resulting net sales proceeds are then discounted back to arrive at an indication of land value.

In view of the quantity of comparative sales data, the Direct Comparison Approach represents the most reliable technique to estimating the market value of the subject properties.

COMPARABLE LAND SALES SCHEDULE

The following comparative sales data have been researched and analyzed for the purpose of estimating the market value of the subject properties.

Index 1

Civic Address:	-	2340 Pandosy Street, Kelowna
Legal Description:	-	Lot 2, District Lot 14, ODYD, Plan 12868
Zoning:	-	MF4 - Transit Oriented Areas
Official Community Plan:	-	C-HTH – Core Area - District Health
Lot Area:	-	0.2376 acres; 10,350 square feet (100' x 103.5')
Projected FAR:	-	2.50
Projected Floor Area:	-	25,875 square feet
Sale Date:	-	July 8, 2026 (MLS date)
Sale Price:	-	$1,620,000
Rate/Sq. Ft. (Land):	-	$157
Rate/Sq. Ft. (Saleable):	-	$63

Index 1 is on the northwest corner of Pandosy Street and Christleton Avenue, one half block south of the Kelowna General Hospital, in the Kelowna south district. Pandosy Street is a primary north-south arterial road accessing Harvey Avenue and downtown Kelowna to the north and Pandosy Village, North Lakeshore Road business and Lower Mission Districts to the south. The 1917 constructed, 1,885 square foot, single family home converted to medical office use offers minimal value in view of interior and exterior deficiencies and considering the property's redevelopment prospects. The MF4 zoning provides a maximum density of 2.50 floor area ratio and building height of 22 m (6 storeys). The property was listed for sale on the MLS on November 25, 2025, for $2,399,000 as a court ordered sale. The price was reduced on March 25, 2026, to $2,050,000 and sold 84 days later at the 21% discounted price of $1,620,000.

Index 2

Address:	-	2343 Pandosy Street, Kelowna
Legal Description:	-	Lot A, District Lot 14, ODYD, Plan EPP16149
Zoning:	-	MF4, Transit Oriented Areas & P2, Education and Minor Institutional
Official Community Plan:	-	C-HTH – Core Area - District Health
Lot Size:	-	11,625 sq. ft (0.2669 ac); 10,019 sq. ft (0.230 ac) after road dedication
Projected FAR:	-	2.26 (gross land area); 2.63 (after road dedication)
Projected Floor Area:	-	26,329 square feet
Sale Date:	-	January 16, 2025 (LTO transfer date)
Sale Price:	-	$2,780,000
Rate/Sq. Ft. (Land):	-	$277
Rate/Sq. Ft. (Saleable):	-	$106

Index 2 is located on the southeast corner of Pandosy Street and Christleton Avenue, one block south of Kelowna General Hospital. The consolidated lots include 214 feet of road frontage in addition to 97 feet of rear lane frontage. The International Hostel property was zoned P2, Education and Minor Institutional, while the single family residence was MF4, Transit Oriented Areas. The MF4 zone permits 6 storey development with a base floor area ratio of 2.50 while the P2 zone permits a 1.0 FAR. The property, located within the Transit Oriented Development Area, was recently rezoned to MF4r to permit construction of a 6 storey mixed use building with a net floor area to 26,329 square feet. A Pandosy Road widening dedication of 10 feet was required, reducing the site area to 10,019 square feet (0.230 acre). The property was listed on the MLS between March 6, 2024 and October 2, 2024 for $3,095,000 with the listing shown as expired. Land Titles indicate the property was legally transferred on January 16, 2025 for $2,780,000. The improvements have been demolished and removed and construction of the 6 storey development is currently underway.

Index 3

Civic Address:	-	2154 Pandosy Street, Kelowna
Legal Description:	-	Lot 2, District Lot 14, ODYD, Plan 3820
Zoning:	-	MF4 - Transit Oriented Areas
Official Community Plan:	-	C-HTH – Core Area - District Health
Lot Area:	-	0.170 acres; 7,410 square feet (57' x 130')
Projected FAR:	-	2.50
Projected Floor Area:	-	18,525 square feet
Sale Date:	-	April 20, 2026 (LTO date)
Sale Price:	-	$1,325,000
Rate/Sq. Ft. (Land):	-	$179
Rate/Sq. Ft. (Saleable):	-	$72

Index 3 is on the southwest corner of Pandosy Street and Glenwood Avenue, one half block north of the Kelowna General Hospital, in the Kelowna south district, and features lane access off Glenwood Avenue. Pandosy Street is a primary north-south arterial road accessing Harvey Avenue and downtown Kelowna to the north and Pandosy Village, North Lakeshore Road business and Lower Mission Districts to the south. The property is improved with a 1948 constructed, 932 square foot, single family home residence and a single detached garage. The MF4 zoning provides a maximum density of 2.50 Floor Area Ratio and building height of 22 m (6 storeys). The property sold privately. Land Title Office transfer document indicates a declared value of $1,325,000. The transferors were Nav Vancouver Contracting Ltd and 1163340 B.C. Ltd and the transferee was KGH Pandosy Rentals Inc.

Index 4

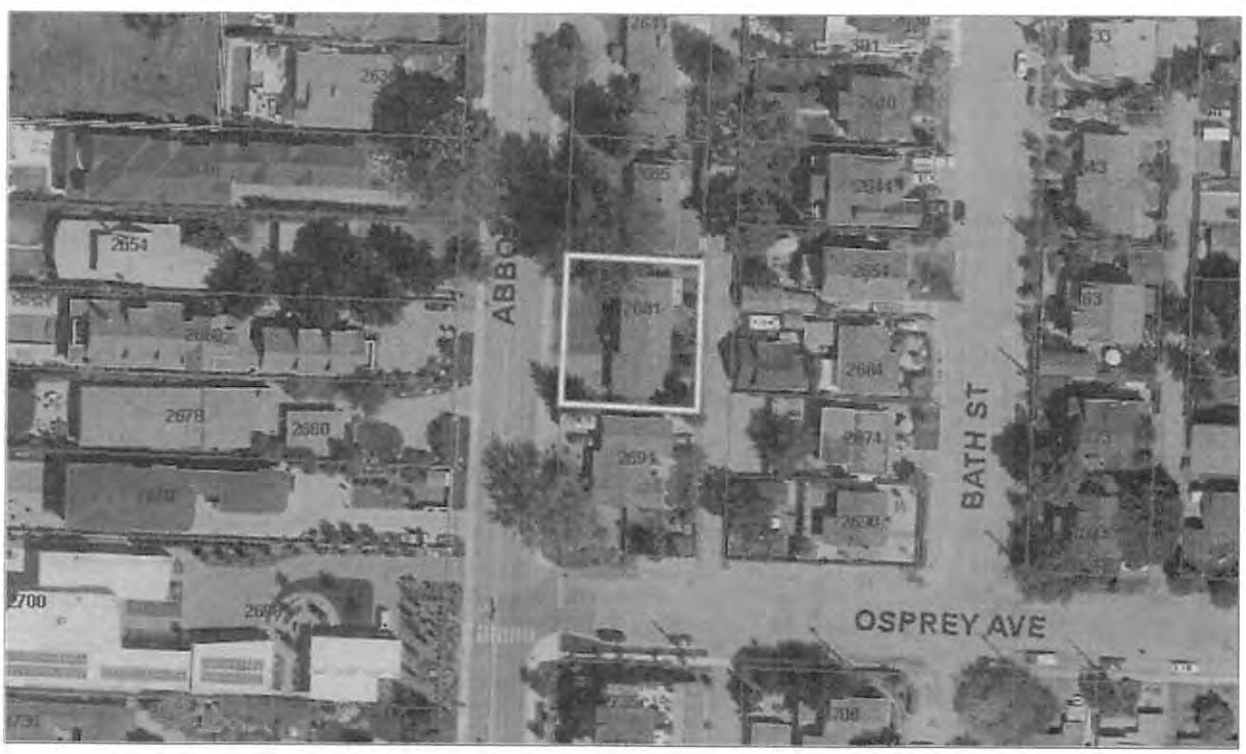
Civic Address:	-	2056 Pandosy Street, Kelowna
Legal Description:	-	Lot 2, Blk 8, District Lot 14, ODYD, Plan 348 except Plan KAP77340
Zoning:	-	MF4 - Transit Oriented Areas
Official Community Plan:	-	C-HTH – Core Area - District Health
Lot Area:	-	0.450 acres; 19,602 square feet (74.8' x 249.8')
Projected FAR:	-	2.50
Projected Floor Area:	-	48,005 square feet
Sale Date:	-	April 24, 2026 (MLS date)
Sale Price:	-	$2,660,000
Rate/Sq. Ft. (Land):	-	$136
Rate/Sq. Ft. (Saleable):	-	$54

Index 4 is on the west of Pandosy Street two blocks north of the Kelowna General Hospital, in the Kelowna south district. Pandosy Street is a primary north-south arterial road accessing Harvey Avenue and downtown Kelowna to the north and Pandosy Village, North Lakeshore Road business and Lower Mission Districts to the south. Improvements comprise a 1968 constructed, single family residence with a main floor area of 1,382 square feet and a mostly finished at grade basement. The MF4 zoning provides a maximum density of 2.50 floor area ratio and building height of 22 m (6 storeys). Listed for sale on the MLS on March 3, 2026, for $2,770,000, the property sold in 52 days at the 4% discounted price of $2,660,000.

Index 5

Address:	-	2681 Abbott Street, Kelowna
Legal Description:	-	Lot 1, District Lot 14, ODYD, Plan 4019
Zoning:	-	UC5, Urban Centre
Official Community Plan:	-	UC, Urban Centre
Lot Size:	-	0.172 acres; 7,512 square feet (90.5' x 83')
Projected FAR:	-	1.60
Projected Floor Area:	-	12,019 square feet
List Date:	-	Active since September 30, 2025
List Price:	-	$1,650,000
Rate/Sq. Ft. (Land):	-	$223
Rate/Sq. Ft. (Saleable):	-	$137

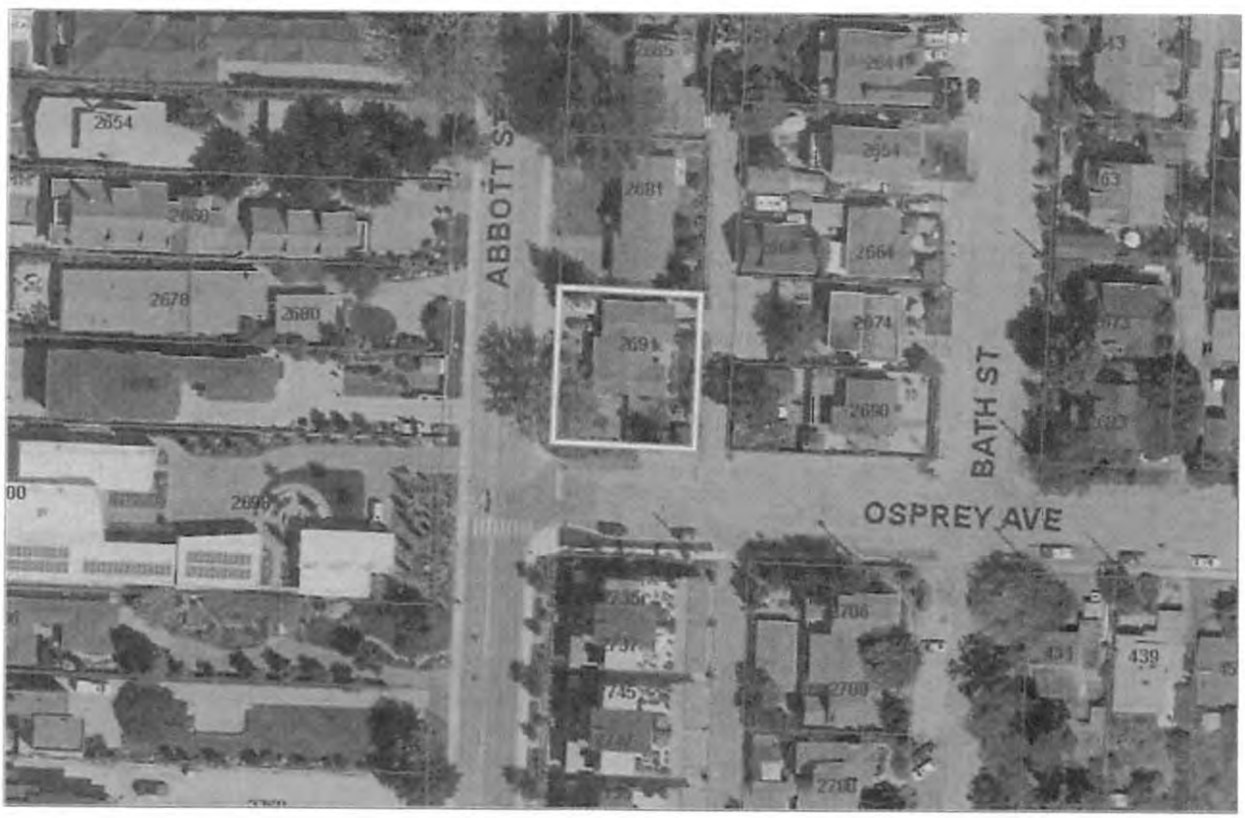
Index 5 is located on the east corner of Abbott Street, one property north of Osprey Avenue, south of Kinsmen Park, immediately north of the South Pandosy Village Centre. The level site features 173.5 feet of road frontage in addition to 90.5 of rear lane frontage. The 1979 constructed, two storey single family residence includes a 1,304 square foot main floor above an at grade basement and features an attached double garage. Although well maintained, finishing is original. The Urban Centre designation permits 4 storey development with a floor area ratio of 1.60. Initially listed for sale on September 30, 2025, for $2,000,000, the list price was reduced on March 9, 2026 to $1,800,000 followed by another reduction on June 20, 2026, to $1,650,000.



Index 6

Address:	-	2691 Abbott Street, Kelowna
Legal Description:	-	Lot 2, District Lot 14, ODYD, Plan 4019
Zoning:	-	UC5, Urban Centre
Official Community Plan:	-	UC, Urban Centre
Lot Size:	-	0.172 acres; 7,512 square feet (90.5' x 83')
Projected FAR:	-	1.60
Projected Floor Area:	-	12,019 square feet
Sale Date:	-	September 2024
Sale Price:	-	$1,785,000
Rate/Sq. Ft. (Land):	-	$238
Rate/Sq. Ft. (Saleable):	-	$149

Index 6 is located on the northeast corner of Abbott Street and Osprey Avenue, south of Kinsmen Park, immediately north of the South Pandosy Village Centre. The level site features 173.5 feet of road frontage in addition to 90.5 of rear lane frontage. The 1948 constructed, 1,528 square foot single family residence is renovated but represents an interim use considering the Urban Centre designation permitting 4 storey development with a floor area ratio of 1.60. Listed in September 2024 at $1,850,000, the property sold for the discounted price of $1,785,000.



Index 7

Civic Address:	-	408 Royal Avenue, Kelowna
Legal Description:	-	Lot 21, District Lot 14, ODYD, Plan 3393
Zoning:	-	MF4 - Transit Oriented Areas
Official Community Plan:	-	C-HTH – Core Area - District Health
Lot Area:	-	0.2035 acres; 8,866 square feet (68.2' x 130')
Projected FAR:	-	2.50
Projected Floor Area:	-	22,165 square feet
List Date:	-	Active since February 20, 2026
List Price:	-	$1,575,000
Rate/Sq. Ft. (Land):	-	$178
Rate/Sq. Ft. (Saleable):	-	$71

Index 7 is on the northwest of corner of Long Street and Royal Avenue, immediately across from the Kelowna General Hospital, one block west of Pandosy Street in the Kelowna south district. Pandosy Street is a primary north-south arterial road accessing Harvey Avenue and downtown Kelowna to the north and Pandosy Village, North Lakeshore Road business and Lower Mission Districts to the south. The site includes rear lane access off Long Street and is developed with a 1956 constructed single storey residence above a partially below grade basement. The MF4 zoning provides a maximum density of 2.50 floor area ratio and building height of 22 m (6 storeys). Listed for sale on the MLS on February 20, 2026, for $1,675,000, the price was reduced on July 29, 2026, to $1,575,000.

Index 8

Civic Address:	-	2065 Long Street, Kelowna
Legal Description:	-	Lot B, District Lot 14, ODYD, Plan KAP69518
Zoning:	-	MF4 - Transit Oriented Areas
Official Community Plan:	-	C-HTH – Core Area - District Health
Lot Area:	-	0.442 acres; 19,267 square feet (96.1' x 198.6')
Projected FAR:	-	2.50
Projected Floor Area:	-	48,168 square feet
List Date:	-	Active since June 19, 2026
List Price:	-	$2,799,999
Rate/Sq. Ft. (Land):	-	$145
Rate/Sq. Ft. (Saleable):	-	$58

Index 8 is on the east side of Long Street and Royal Avenue, between Burne Avenue and Cadder Avenue, 2.5 blocks north of the Kelowna General Hospital and one block west of Pandosy Street, in the Kelowna south district. Pandosy Street is a primary north-south arterial road accessing Harvey Avenue and downtown Kelowna to the north and Pandosy Village, North Lakeshore Road business and Lower Mission Districts to the south. Improvements include a 1924, semi-custom, 2,817 square foot rancher and detached double garage with a studio above. The MF4 zoning provides a maximum density of 2.50 floor area ratio and building height of 22 m (6 storeys). This property has been listed for sale on the MLS since January 21, 2026, for $2,799,999.

Index 9

Civic Address:	-	3061, 3075 and 3095 Abbott Street, Kelowna
Legal Description.:	-	Lot4, 5 & 6, Block 2, District Lot 14, ODYD, Plan 4743
Zoning:	-	RU1 - Large Lot Housing
Official Community Plan:	-	UC, Urban Centre
Lot Area:	-	0.85 acre; 37,026 square feet
Projected FAR:	-	1.80
Projected Floor Area:	-	66,647 square feet
Sale Date:	-	Late 2021 (negotiated); March 2022 (LTO date)
Sale Price:	-	$9,500,000
Rate/Sq. Ft. (Land):	-	$257
Rate/Sq. Ft. (Saleable):	-	$143

Index 9 comprises three contiguous sites located on the east side of Abbott Street, bounded by Cedar Avenue to the south and a public lane way to the north, one block west of Pandosy Street, in the South Pandosy Urban Centre. Each lot was improved with 1940's residences. The Land Tile Transfer date was March 1, 2022, but the acquisitions were reportedly negotiated in the fall/winter of 2021. The new Official Community Plan, adopted by the City in January 2022, designated the properties as Urban Centre which permits 6 stories offering a potential density of 1.80 FAR. This site is located across from the Pandosy Waterfront Park, unobstructed Okanagan Lake views are available from a multi-storey development. All road frontages require urbanization. Index 9 was subsequently approved for Alma on Abbott, a 6 storey, mixed use development comprising four at grade commercial units and 87 residential suites on five floors above.

COMPARABLE LAND SALES SUMMARY

Index No.	Address	Zone	OCP	Land Area Sq. Ft.	BASE FAR	Net Floor Area Sq. Ft.	Sale Date	Sale Price	Price /Sq. Ft. Land
1	2340 Pandosy Street	MF4	CHTH	10,350 (0.238 ac)	2.50	25,875	7/26	$1,620,000	$157
2	2343 Pandosy Street	P2/MF4	CHTH	10,019 (0.230)	2.67	25,048	1/25	$2,780,000	$277
3	2154 Pandosy Street	MF4	CHTH	7,410 (0.170 ac)	2.50	18,525	7/26	$1,325,000	$179
4	2056 Pandosy Street	MF4	CHTH	19,602 (0.450 ac)	2.5	49,005	4/26	$2,660,000	$136
5	2681 Abbott Street	UC5	UC	7,512 (0.172 ac)	1.60	12,019	Listing	$1,650,000	$223
6	2691 Abbott Street	UC5	UC	7,512 (0.172 ac)	1.60	12,019	9/24	$1,785,000	$238
7	408 Royal Avenue	MF4	CHTH	8,866 (0.204 ac)	2.5	22,165	Listing	$1,575,000	$178
8	2065 Long Street	MF4	CHTH	19,267 (0442 ac)	2.5	48,168	Listing	$2,799,999	$145
9	3061-3075 Abbott Street	RU1	UC	37,026 (0.85 ac)	1.80	66,647	3/22	$9,500,000	$257
Subj.	370 & 3082 Meikle Avenue	UC5	Park	**Total** 18,215 (0.418 ac) **Average** 9,108/lot (0.209 ac)	1.80	32,787	---	---	---
Subj.	3068 Meikle Avenue	UC5	Park	7,358 (0.169 ac)	1.80	13,244	---	---	---

ANALYSIS

With reference to the comparable land sales summary table, per square foot land rates range from $136 to $277, a function of market conditions, site characteristics, Okanagan Lake view and zoning differences. All indices are situated between Pandosy Street and Abbott Street, within the South Pandosy Village or the hospital districts.

Indices 1 and 2 comprise similar properties on Pandosy Street, catercorner from each other. Index 1 is a recent court ordered sale at $157 per square foot, reflecting a market condition decline of 42% relative to Index 2, a January 2025 sale. Index 1 is on Pandosy Street which is less desirable for residential use and offers limited to no views. Considering the foregoing, a subject rate above $157 is warranted.

Index 3 is a recent corner located sale on Pandosy Street indicating a higher per square foot rate of $179, a function of its smaller lot size relative to Index 1. Given this was a private sale with little details known, less weight is given to the sale.

Index 4 is a larger property, 0.45 acre, on Pandosy Street and is internally located exhibiting the lowest rate, $136 per square foot. Index 4 is a vastly inferior indicator considering size, location and orientation differences.

Indices 5 and 6 are similar adjacent properties. Index 5 is a listing at $223 per square foot whereas Index 6 sold in September 2024 for $238 per square foot. Assuming Index 5 sells at a 10% discount, the indicated per square foot rate is $223 x 0.90 = $201. Index 6 is corner located, a superior site characteristic for multiple family development. Allowing for another 10% downward adjustment, Index 5's per square foot rate is $201 x 0.90 = $181. Based on the foregoing, the market condition adjustment between Indices 5 and 6 is estimated at 24%. Index 5 establishes an upper limit subject rate based on this adjustment.

Index 7 has been listed since February 20, 2026, at $178 per square foot. Assuming a 10% discounted sale price, the potential per square foot rate is $178 x 0.90 = $160. Considering the location and view differences a higher subject rate is indicated.

Index 8 is a recent listing at $145. A lower discount of 5% is applied suggesting a potential rate of $145 x 0.95 = $138 per square foot. This is a large, internal parcel at 0.442 acre like Index 4 and is a vastly inferior subject indicator.

Index 9 is the dated sale of a three lot assembly acquired for redevelopment. The January 2022 purchase price was $257 per square foot. Based on the Indices 1 and 2 and Indices 5 and 6 paired sales analysis, the market conditions adjustments were estimated at 24% to 42%. Applying these adjustments to Index 9 suggests potential rates of $257 x 0.76 = $195 and $257 x 0.58 = $149 with a midpoint per square foot rate of $172 equating to 33% adjustment. Given the soft market conditions, Index 9's adjusted rate likely lies between $149 and $172. Index 9 is similar to the subject.

Excluding Indices 2 and 6 which were included in the data set to measure market conditions adjustments, the remaining 7 indices support a refined adjusted range from $136 to $181 per square foot.

Index No.	Address	Zone	OCP	Land Area Sq. Ft.	Adjusted /Sq. Ft. Land
1	2340 Pandosy Street	MF4	CHTH	10,350 (0.238 ac)	$157
3	2154 Pandosy Street	MF4	CHTH	7,410 (0.170 ac)	$179
4	2056 Pandosy Street	MF4	CHTH	19,602 (0.450 ac)	$137
5	2681 Abbott Street	UC5	UC	7,512 (0.172 ac)	$181
7	408 Royal Avenue	MF4	CHTH	8,866 (0.204 ac)	$160
8	2065 Long Street	MF4	CHTH	19,267 (0442 ac)	$138
9	3061-3075 Abbott Street	RU1	UC	37,026 (0.85 ac)	$149 - $172
Subj.	370 & 3082 Meikle Avenue	UC5	Park	**Total** 18,215 (0.418 ac) **Average** 9,108/lot (0.209 ac)	---
Subj.	3068 Meikle Avenue	UC5	Park	7,358 (0.169 ac)	---

CONCLUSION

370 & 3082 Meikle Avenue:

This two lot assembly offers a larger development site (0.423 acres; 18,215 square feet) with three road frontages and enhanced development flexibility and density. As this development site directly fronts the Pandosy Waterfront Park, unobstructed Okanagan Lake views to the west and northwest will be provided. Based on the foregoing, the market value of 370 & 3082 Meikle Avenue is therefore concluded in the per square foot rate of $179.

- 370 & 3082 Meikle Avenue: 18,215 square feet x $179 = $3,260,485
- Rounded to: = **$3,250,000**

3068 Meikle Avenue:

This stand alone parcel is relatively small (0.169; 7,358 square feet) but offers park frontage to the north with views to the northwest. The parcel will require consolidation with the adjacent property to the south and/or west to achieve higher densities. Based on the foregoing, the market value of 3068 Meikle Avenue is therefore concluded in the 10% discounted per square foot rate of $161.

- 3068 Meikle Avenue: 7,358 square feet x $161 = $1,184,638
- Rounded to: = **$1,200,000**

Certification

I certify that, to the best of my knowledge and belief that:

1. The statements of fact contained in this report are true and correct,
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions,
3. I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict with respect to the parties involved with this assignment,
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment,
5. My engagement in and compensation is not contingent upon developing or reporting predetermined results, the amount of value estimate, a conclusion favouring the client, or the occurrence of a subsequent event,
6. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the CUSPAP,
7. I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with CUSPAP,
8. Except as herein disclosed, no one has provided significant professional assistance to the person(s) signing this report,
9. As of the date of this report the undersigned has fulfilled the requirements of the AIC's Continuing Professional Development Program,
10. The undersigned is (are all) members in good standing of the Appraisal Institute of Canada. Where a report bears two signatures, both the signing appraiser and co-signing appraiser assume full responsibility for this report.

Based upon the data, analyses and conclusions contained herein, it is my opinion that the current market value of the subject properties, as of August 20, 2026, conditional to the qualifications, assumptions and contingent and limiting conditions expressed herein, is reflected in the Direct Comparison Approach derived estimate of:

- **370 & 3082 Meikle Avenue** = **$3,250,000**
- **3068 Meikle Avenue** = **$1,200,000**

The Appraisal Institute of Canada has a Mandatory Recertification Program for designated members. As of the date of this report, Lionel Hoffmann, AACI, P.App, BBA, has fulfilled the requirements of this program.

Certified this 20th day of August 2026.

NCA Commercial Inc.

Per: ____________________________

Lionel Hoffmann, AACI, P.App. BBA

Addenda

Exhibit A – 2025 Title Documents
Exhibit B – Zoning Regulations
Exhibit C – Appraiser's Qualifications

EXHIBIT A

2025 Title Documents

TITLE SEARCH PRINT 2025-02-26, 15:20:18

File Reference: 25-2981-LH

Declared Value $ 408000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA209732
From Title Number	KX180569
Application Received	2006-05-02
Application Entered	2006-05-08
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	WITMAR HOLDINGS LTD., INC.NO. 244659 1891 PARKINSON WAY KELOWNA, BC V1Y 7V6
Taxation Authority	Kelowna, City of
Description of Land	
Parcel Identifier:	008-068-577
Legal Description:	

LOT 13 DISTRICT LOT 14 OSOYOOS DIVISION YALE DISTRICT PLAN 6069

Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

TITLE SEARCH PRINT 2025-02-26, 15:20:18

File Reference: 25-2981-LH

Declared Value $ 163500

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	KR112659
From Title Number	KK102783
Application Received	2001-11-29
Application Entered	2001-11-30
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	WITMAR HOLDINGS LTD., INC.NO. 244659 2973 PANORAMA DRIVE NORTH VANCOUVER, BC V7G 2A4
Taxation Authority	Kelowna, City of
Description of Land	
Parcel Identifier:	011-335-602
Legal Description:	

LOT A DISTRICT LOT 14 OSOYOOS DIVISION YALE DISTRICT PLAN 39755

Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

TITLE SEARCH PRINT 2025-02-26, 15:20:18

File Reference: 25-2981-LH

Declared Value $ 245000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	KV148495
From Title Number	X265815
Application Received	2003-12-01
Application Entered	2003-12-11
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	WITMAR HOLDINGS LTD., INC.NO. 244659 1891 PARKINSON WAY KELOWNA, BC V1Y 7V6
Taxation Authority	Kelowna, City of
Description of Land	
Parcel Identifier:	011-335-645
Legal Description:	

LOT C DISTRICT LOT 14 OSOYOOS DIVISION YALE DISTRICT PLAN 39755

Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

EXHIBIT B

Zoning Regulations

SECTION 14 – Core Area & Other Zones

Section 14.1 – Core Area and Other Zone Categories	
Category	Zones
Commercial Zones	C1 – Local & Neighbourhood Commercial C2 – Vehicle Oriented Commercial
Core Area Zones	CA1 – Core Area Mixed Use
Village Centre Zones	VC1- Village Centre
Urban Centre Zones	UC1 – Downtown Urban Centre UC2 – Capri-Landmark Urban Centre UC3 – Midtown Urban Centre UC4 – Rutland Urban Centre UC5 – Pandosy Urban Centre
Industrial Zones	I1 – Business Industrial I2 – General Industrial I3 – Heavy Industrial I4 – Natural Resource Extraction
Institutional Zones	P1 – Major Institutional P2 – Education and Minor Institutional P3 – Parks and Open Space P4 – Utilities P5 – Municipal District Park
Health District Zones	HD1 – Kelowna General Hospital
Water Zones	W1 – Recreational Water Use W2 – Intensive Water Use

Section 14.3 – Urban Centre Zone Purposes	
Zones	Purpose
UC1 – Downtown Urban Centre	The purpose of this zone is to designate and to preserve land for developments of the financial, retail and entertainment, governmental, cultural and civic core of the downtown while also encouraging high density mixed-use buildings.
UC2 – Capri-Landmark Urban Centre	The purpose is to provide a mixed commercial and residential zone for developments within the Capri-Landmark Urban Centre that is consistent with and follows the Capri-Landmark Urban Centre Plan.
UC3 – Midtown Urban Centre	The purpose is to provide a mixed commercial and residential zone for developments within the Midtown Urban Centre.
UC4 – Rutland Urban Centre	The purpose is to provide a mixed commercial and residential zone for developments within the Rutland Urban Centre.
UC5 –Pandosy Urban Centre	The purpose is to provide a mixed commercial and residential zone for developments within the Pandosy Urban Centre.

Section 14.8 – Core Area and Other Sub-Zones Categories		
Category	Zones and Sub-Zones	Sub-Zone Purposes
	• r – Rental Only	The purpose is to provide a sub-zone that restricts the dwelling units to a rental only tenure and to prohibit any building or bareland stratification.
	• rcs – Retail Cannabis Sales	The purpose is to provide a sub-zone that allows Retail Cannabis Sales on selective lots.
	UC4 – Rutland Urban Centre	
	• dt – Drive Through	The purpose is to provide a sub-zone that allows Drive Throughs on selective lots.
	• fg – Fueling and Gas Stations	The purpose is to provide a sub-zone that allows Gas Bars within Urban Centres or Village Centres on selective lots.
	• r – Rental Only	The purpose is to provide a sub-zone that restricts the dwelling units to a rental only tenure and to prohibit any building or bareland stratification.
	• rcs – Retail Cannabis Sales	The purpose is to provide a sub-zone that allows Retail Cannabis Sales on selective lots.
	UC5 – Pandosy Urban Centre	
	• dt – Drive Through	The purpose is to provide a sub-zone that allows Drive Throughs on selective lots.
	• fg – Fueling and Gas Stations	The purpose is to provide a sub-zone that allows Gas Bars within Urban Centres or Village Centres on selective lots.
	• r – Rental Only	The purpose is to provide a sub-zone that restricts the dwelling units to a rental only tenure and to prohibit any building or bareland stratification.
	• rcs – Retail Cannabis Sales	The purpose is to provide a sub-zone that allows Retail Cannabis Sales on selective lots.
Industrial	I1 – Business Industrial	
	• rcs – Retail Cannabis Sales	The purpose is to provide a sub-zone that allows Retail Cannabis Sales on selective lots.
	I2 – General Industrial	
	• rcs – Retail Cannabis Sales	The purpose is to provide a sub-zone that allows Retail Cannabis Sales on selective lots.
	I3 – Heavy Industrial	n/a
	I4 – Natural Resource Extraction	n/a
Institutional	P1 – Major Institutional	n/a
	P2 – Education and Minor Institutional	n/a
	P3 – Parks and Open Space	n/a

Section 14.9 – Principal and Secondary Land Uses

	Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)													
		C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5	I1	I2	I3	I4	P1
1	Accessory Buildings or Structures	S	S	S	S	S	S	S	S	S	S	S	S	S	S
2	Agriculture, Urban	S	S	S	S	S	S	S	S	S	S	S	S	S	P
3	Alcohol Production Facility	-	P[1]	P[1]	P[1]	P[1]	P[1]	P[1]	P[1]	P[1]	P[1]	P[1]	P[2]	-	-
4	Animal Clinics, Major	-	P	P	P	P	P	P	P	P	P	P	P	-	-
5	Animal Clinics, Minor	P	P	P	P	P	P	P	P	P	P	P	P	-	-
6	Apartment Housing	P[6]	P[6]	P	P	P	P	P	P	P	-	-	-	-	S
7	Auctioneering Establishments	-	P	-	-	-	-	-	-	-	-	P	-	-	-
8	Automotive & Equipment	-	P	-	-	-	-	-	-	-	-	P	-	-	-
9	Automotive & Equipment, Industrial	-	-	-	-	-	-	-	-	-	-	P	P	-	-
10	Boat Launches	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Boat Storage	-	-	-	S[13]	-	-	-	-	-	P	P	-	-	-
12	Bulk Fuel Depot	-	-	-	-	-	-	-	-	-	-	P	P	-	-
13	Cannabis Production Facilities	-	-	-	-	-	-	-	-	-	P	P	P	-	-
14	Cemeteries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	Child Care Centre, Major	P	P	P	P	P	P	P	P	P	P	-	-	-	P
16	Child Care Centre, Minor	S	S	S	S	S	S	S	S	S	-	-	-	-	-
17	Commercial Storage	-	P	-	-	-	-	-	-	-	P	P	-	-	-
18	Concrete and Asphalt Plants	-	-	-	-	-	-	-	-	-	-	-	P	S	-
19	Cultural and Recreation Services	P	P	P	P	P	P	P	P	P	P	-	-	-	P
20	Detention and Correction Services	-	-	-	-	-	-	-	-	-	-	-	-	-	P
21	Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	Drive Throughs	-	P[14]	P[14]	P[14]	P[14]	P[14]	P[14]	P[14]	P[14]	-	-	-	-	-

Section 14.9 – Principal and Secondary Land Uses

	Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)													
		C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5	I1	I2	I3	I4	P1
23	Duplex Housing	-	-	-	-	P	P	P	P	P	-	-	-	-	-
24	Education Services	-	P	P	P	P	P	P	P	P	P[16]	-	-	-	-
25	Emergency and Protective Services	P	P	P	P	P	P	P	P	P	P	P	-	-	P
26	Exhibition and Convention Facilities	-	-	-	-	P	P	P	P	P	-	-	-	-	P
27	Fleet Services	-	P	-	-	-	-	-	-	-	-	P	-	-	-
28	Food Primary Establishment	P[5]	P	P	P	P	P	P	P	P	P[5]	P[5]	-	-	P
29	Gaming Facilities	-	-	-	-	P[8]	P[8]	-	-	-	-	-	-	-	-
30	Gas Bar	P[12]	P[12]	-	P[12]	P[12]	P[12]	P[12]	P[12]	P[12]	-	P[12]	-	-	-
31	General Industrial Use	-	-	-	-	-	-	-	-	-	P	P	P	-	-
32	Greenhouses and Plant Nurseries	P	P	-	-	-	-	-	-	-	-	-	-	-	-
33	Group Home	-	-	-	-	-	-	-	-	-	-	-	-	-	-
34	Health Services	P	P	P	P	P	P	P	P	P	-	-	-	-	P
35	Home-Based Business, Major	-	-	S[10]	S[10]	S[10]	S[10]	S[10]	S[10]	S[10]	-	-	-	-	-
36	Home-Based Business, Minor	-	-	S	S	S	S	S	S	S	-	-	-	-	-
37	Hospitals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
38	Hotels / Motels	-	P	P	P	P	P	P	P	P	-	-	-	-	-
39	Liquor Primary Establishment	P[4,5]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[5]	P[5]	-	-	S[4]
40	Marinas	-	-	-	-	-	-	-	-	-	-	-	-	-	-
41	Moorage, Permanent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
42	Moorage, Temporary	-	-	-	-	-	-	-	-	-	-	-	-	-	-
43	Natural Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	P	-
44	Non-Accessory Parking	-	P	P	P	P	P	P	P	P	-	P	-	-	P
45	Offices	P[6]	P[6]	P	S	P	P	P	P	P	P[6,16]	-	-	S	-

	Section 14.9 – Principal and Secondary Land Uses														
	Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)													
		C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5	I1	I2	I3	I4	P1
46	Outdoor Storage	-	-	-	-	-	-	-	-	-	-	P	P	S	-
47	Parks	-	-	S	S	S	S	S	S	S	-	-	-	-	S
48	Participant Recreation Services, Indoor	P	P	P	P	P	P	P	P	P	P	P	-	-	P
49	Participant Recreation Services, Outdoor	-	-	-	P	-	-	-	-	-	-	-	-	-	-
50	Personal Service Establishment	P	P	P	P	P	P	P	P	P	P	-	-	-	-
51	Professional Services	P	P	P	P	P	P	P	P	P	P	-	-	-	-
52	Recreational Water Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53	Recycling Depots	-	-	-	-	-	-	-	-	-	-	P	P	-	-
54	Recycling Drop-Offs	P	P	P	P	P	P	P	P	P	P	P	P	-	P
55	Recycling Plants	-	-	-	-	-	-	-	-	-	-	-	P	S	-
56	Religious Assemblies	P	P	P	P	P	P	P	P	P	-	-	-	-	P
57	Residential Security / Operator Unit	S	S	-	-	-	-	-	-	-	S	S	S	S	-
58	Retail	P	P	P	P	P	P	P	P	P	P [16]		-	-	S
59	Retail Cannabis Sales	P [9]	P [9]	P [9]	P [9]	P [9]	P [9]	P [9]	P [9]	P [9]	S [9]	S [9]	-	-	-
60	Secondary Suite	-	-	-	-	S [15]	S [15]	S [15]	S [15]	S [15]	-	-	-	-	-
61	Semi-Detached Housing	-	-	-	-	P	P	P	P	P	-	-	-	-	-
62	Single Detached Housing	-	-	-	-	P	P	P	P	P	-	-	-	-	-
63	Spectator Sports Establishments	-	-	-	-	P	P	P	P	-	-	-	-	-	P
64	Stacked Townhouses	-	-	P	P	P [11]	P [11]	P [11]	P [11]	P [11]	-	-	-	-	-
65	Temporary Shelter Services	-	P	P	P	P	P	P	P	P	-	P	-	-	P
66	Townhouses	-	-	P	P	P [11]	P [11]	P [11]	P [11]	P [11]	-	-	-	-	-
67	Utility Services, Infrastructure	-	-	-	-	-	-	-	-	-	-	-	P	P	-
68	Warehousing	-	P	-	-	-	-	-	-	-	P	P	-	-	-

Section 14.14 – Density and Height FAR = floor area ratio / GFA = gross floor area / m = metres / m² = square metres					
Zones	Min. Density (if applicable) & Max. Base Density FAR [1, 3]	Max. Public Amenity & Streetscape Bonus FAR	Max. Rental or Affordable Housing Bonus FAR	Max. Base Height [3, 7, 14]	Max. Height with Bonus FAR
	For areas identified as PARK = 0.5 FAR [3, 15] For areas identified as 6 storeys = 1.8 FAR [3, 13] For areas identified as 12 storeys = 3.5 FAR [3] For areas identified as 18 storeys = 4.9 FAR [3] For site specific areas = See Section 14.15 Site Specific Parcels See Underground Parking Base FAR Adjustments [12]	For areas identified as PARK = no bonus [3] For areas identified as 6 storeys = 0.25 additional FAR [3] For areas identified as 12 storeys = 0.5 additional FAR [3] For areas identified as 18 storeys = 0.5 additional FAR [3] For site specific areas = See Section 14.15 Site Specific Parcels [11]	An additional 0.3 FAR for rental only projects or affordable housing [3] For rental only projects or projects with affordable housing [3] that are 12 storeys and taller the FAR bonus rate is 0.05 FAR per storey [10, 11]	For areas identified as PARK = 2 storeys For areas identified as 6 storeys = 6 storeys & 22.0 m For areas identified as 12 storeys = 12 storeys & 44.0 m For areas identified as 18 storeys = 18 storeys & 66.0 m For site specific areas = See Section 14.15 Site Specific Parcels	For areas identified as PARK = No additional height For Areas identified as 6 storeys = No additional height For areas identified as 12 storeys = 3 additional storeys & 12.0 m [3] For areas identified as 18 storeys = 4 additional storeys & 16.0 m [3] For site specific areas = See Section 14.15 Site Specific Parcels [11]
UC4 (Rutland)	The areas are identified in Map 4.7 within the OCP (UC4 Rutland) 				
	For areas identified as PARK = 0.5 FAR [3, 15] For areas identified as 4 storeys = 1.6 FAR [3] For areas identified as 6 storeys = 1.8 FAR [3, 13] For areas identified as 12 storeys = 3.5 FAR [3] See Underground Parking Base FAR Adjustments [12]	For areas identified as PARK = no bonus [3] For areas identified as 4 storeys = 0.5 additional FAR [3] For areas identified as 6 storeys = 0.5 additional FAR [3] For areas identified as 12 storeys = 0.5 additional FAR [3]	An additional 0.3 FAR for rental only projects or affordable housing [3] For rental only projects or projects with affordable housing [3] that are 12 storeys and taller the FAR bonus rate is 0.05 FAR per storey [10]	For areas identified as PARK = 2 storeys For areas identified as 4 storeys = 4 storeys & 18.0 m For areas identified as 6 storeys = 6 storeys & 22.0 m For areas identified as 12 storeys = 12 storeys & 44.0 m	For areas identified as PARK = No additional height For areas identified as 4 storeys = 2 additional storeys & 8.0 m [3] For areas identified as 6 storeys = 3 additional storeys & 12.0 m [3] For areas identified as 12 storeys = 3 additional storeys & 12.0 m [3]
UC5 (Pandosy)	The areas are identified in Map 4.5 within the OCP (UC5 Pandosy) 				
	For areas identified as PARK = 0.5 FAR [3, 15] For areas identified as 3 storeys = 1.5 FAR [3] For areas identified as 4 storeys = 1.6 FAR [3] For areas identified as 6 storeys = 1.8 FAR [3, 13] For areas identified as 8 storeys = 2.35 FAR [3] For areas identified as 12 storeys = 3.5 FAR [3] For areas identified as 14 storeys = 3.9 FAR [3]	For areas identified as PARK = no bonus [3] For areas identified as 3 storeys = no bonus [3] For areas identified as 4 storeys = 0.1 additional FAR [3] For areas identified as 6 storeys = 0.25 additional FAR [3] For areas identified as 8 storeys = 0.3 additional FAR [3] For areas identified as 14 storeys = 0.5 additional FAR [3]	An additional 0.3 FAR for rental only projects or affordable housing [3] For rental only projects or projects with affordable housing [3] that are 12 storeys and taller the FAR bonus rate is 0.05 FAR per storey [10]	For areas identified as PARK = 2 storeys For areas identified as 3 storeys = 3 storeys & 12.0 m For areas identified as 4 storeys = 4 storeys & 18.0 m For areas identified as 6 storeys = 6 storeys & 22.0 m For areas identified as 8 storeys = 8 storeys & 31.0 m For areas identified as 12 storeys = 12 storeys & 44.0 m	For areas identified as PARK = No additional height For areas identified as 3 storeys = No additional height For areas identified as 4 storeys = No additional height For areas identified as 6 storeys = 2 additional storeys & 8.0 m [3] For areas identified as 8 storeys = 3 additional storeys & 12.0 m [3]

Section 14.10 – Subdivision Regulations m = metres / m^2 = square metres				
Zones	Minimum Lot Width	Minimum Lot Depth	Minimum Lot Area [1]	Maximum Lot Area
C1	40.0 m except 18.0 m if site abuts a lane.	30.0 m	830 m^2	1,500 m^2
C2	40.0 m except 30.0 m if site abuts a lane.	30.0 m	1,000 m^2	n/a
CA1	40.0 m except 13.0 m if site abuts a lane.	30.0 m	1,200 m^2 except 460 m^2 if site abuts a lane.	n/a
VC1 Village Centre	25.0 m	30.0 m	750 m^2	n/a
UC1 (Downtown)	6.0 m	30.0 m	200 m^2	n/a
UC2 (Capri /Landmark)	40.0 m except 13.0 m if site abuts a lane.	30.0 m	1,200 m^2 except 460 m^2 if site abuts a lane.	n/a
UC3 (Midtown)				
UC4 (Rutland)				
UC5 (Pandosy)				
I1	40.0 m	35.0 m	2,000 m^2	n/a
I2			4,000 m^2	n/a
I3			8,000 m^2	n/a
I4	100.0 m	1000.0 m	10,000 m^2	n/a
P1	13.0 m	30.0 m	460 m^2	n/a
P2	18.0 m	30.0 m	660 m^2	n/a
P3	n/a	n/a	n/a	
P4	n/a	n/a	n/a	
P5	13.0 m	30.0 m	460 m^2	n/a
HD1	30.0 m	30.0 m	n/a	
W1	n/a	n/a	n/a	
W2	n/a	n/a	n/a	

Section 14.11 – Commercial and Urban Centre Zone Development Regulations m = metres / m² = square metres									
Criteria	Zones								
	C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5
Max. Site Coverage of all Buildings	50%	65%	75%	75%	100% .15	100% or 85% .13, .15	100% or 85% .13, .15	100% or 85% .13, .15	100% or 85% .13, .15
Max. Site Coverage of all Buildings, Structures, and Impermeable Surfaces	70%	85%	85%	85%	100% .15	100% or 90% .9, .15	100% or 90% .9, .15	100% or 90% .9, .15	100% or 90% .9, .15
Max. Density and **Max.** Height	See Section 14.14 for Density and Height Regulations								
Min. Front Yard and Flanking Side Yard Setback for all portions of a building that are not Ground-Oriented	2.0 m .12	2.0 m .12	4.5 m .12	3.0 m .12	0.0 m .2, .12, .15	3.0 m .2, .12, .15	3.0 m .2, .12, .15	3.0 m .2, .12, .15	3.0 m .2, .12, .15
Min. Front Yard and Flanking Side Yard Setback for Ground-Oriented, Residential	2.0 m .12	2.0 m .12	3.0 m .1, .12	3.0 m .1, .12	0.0 m .12, .15	3.0 m .1, .12, .15	3.0 m .1, .12, .15	3.0 m .1, .12, .15	3.0 m .1, .12, .15
Min. Front Yard and Flanking Side Yard Setback for Ground-	2.0 m .12	2.0 m .12	2.0 m .12	2.0 m .12	0.0 m .2, .12, .15	2.0 m .2, .12, .15	2.0 m .2, .12, .15	2.0 m .2, .12, .15	2.0 m .2, .12, .15

Section 14.11 – Commercial and Urban Centre Zone Development Regulations m = metres / m² = square metres									
Criteria	Zones								
	C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5
Oriented, Commercial									
Min. Building Stepback from Front Yard and Flanking Side Yard	n/a	n/a	3.0 m [.14]	3.0 m [.14]	3.0 m [.14]	3.0 m [.14]	3.0 m [.14]	3.0 m [.14]	3.0 m [.14]
Min. Side Yard Setback	3.0 m	0.0 m [.3]	3.0 m	3.0 m [.6, .8]	0.0 m [.2, .3, .15]	0.0 m [.2, .3, .15]	3.0 m [.2, .3, .15]	0.0 m [.2, .3, .15]	0.0 m [.2, .3, .15]
Min. Rear Yard Setback	3.0 m [.4]	0.0 m [.4]	4.5 m [.5, .7]	4.5 m [.7, .8]	0.0 m [.2, .15]	0.0 m [.2, .4, .15]	3.0 m [.2, .4, .15]	0.0 m [.2, .4, .15]	0.0 m [.2, .4, .15]
Min. Common and Private Amenity Space	7.5 m^2 per bachelor dwelling unit 15.0 m^2 per 1-bedroom dwelling unit 25 m^2 per dwelling unit with more than 1-bedroom [.11]				6.0 m^2 per bachelor dwelling unit 10.0 m^2 per 1-bedroom dwelling unit 15 m^2 per dwelling unit with more than 1-bedroom [.11]				
Min. Accessory Buildings / Structures Setbacks	An accessory building or structure shall follow the setbacks within that zone except the setback shall not be less than 1.6 m when abutting a urban residential or rural residential zone.								
Upper Floor Setbacks	For any portion of a building abutting a street or abutting another property, a 3.0 m setback is required for any portion of the building above the lesser of 16.0 m or four storeys.								
Corner Lots	For any building greater than 18.0 m or 4 storeys and located on a corner lot, there shall be a triangular setback 4.5 m in length along the lot lines that meet at each corner of an intersection. This setback will only be required at the first storey. See Visual Example of Corner Lot Setbacks.								
Urban Plazas	Any site within an urban centre larger than 4,000 m^2 with a building length larger than 100 m shall provide an urban plaza at grade.								
Tall Building Regulations	For tower and podium regulations refer to Section 9.11 Tall Building Regulations.								
Min. and **Max.** Commercial or Residential Floor Area based on Fronting Street Type	The commercial and residential principal use floor area restriction is based on street type as defined in the City of Kelowna's Official Community Plan (See Maps: 4.2 Downtown, 4.4 Capri-Landmark, 4.6 Pandosy, 4.8 Rutland, & 4.10 Midtown). Secondary uses are permitted in accordance with Section 14.9. Any building on streets classified as a: • High Streets or Retail Streets shall provide ground-floor commercial principal uses, which must occupy a minimum of 90% of the street frontages. Access driveways or other portions of the street frontage not used as a building will not be considered for the purpose of this calculation. Any combination of commercial and residential principal uses is permitted above the ground-floor.								

Section 14.11 – Commercial and Urban Centre Zone Development Regulations

m = metres / m^2 = square metres

Criteria	Zones								
	C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5
	• Mixed Streets can contain any combination of commercial and residential principal uses at the ground floor and above. • Mixed Residential Streets can contain any combination of ground-floor commercial or residential principal uses. One hundred percent (100%) of the floor area above the ground-floor shall be residential principal uses. • Residential Streets shall contain one hundred percent (100%) of the floor area as residential principal uses.								
Max. Parkade Exposure	On the first floor, there shall be no parkade exposure to the primary street and the secondary street may have up to 25% of that frontage (access driveways will not be considered as exposure).								
Min. Riparian Management Area and Trail width	Any lot with three or more dwelling units that is abutting a watercourse or a riparian area must have the Minimum Riparian Management Area (RMA), as described in Table 21.1 of the OCP dedicated to the City. If the lot is abutting a trail identified in Map 10.1 of the OCP then five additional metres must be dedicated to the City for trail connections in addition to the minimum RMA.								

FOOTNOTES (Section 14.11):

[.1] The minimum setback for ground-oriented, residential units can be reduced to 2.0 metres if both criteria are met:

a) The maximum height of the first storey floor above adjacent curb level for ground-oriented residential units is 1.2 m. Height is measured from the grade at the sidewalk directly from a fronting publicly accessible street, walkway, open space or applicable lot line. See Example Diagram Figure 5.12.

b) The minimum net floor area for ground-oriented, residential units on the first floor is 11 m^2. See Example Diagram Figure 5.13.

[.2] The minimum setback can be reduced from 3.0 m to 0.0 m for any portion of a building below 16.0 m in height if the ground floor setback (measured from back-of-curb or edge of road pavement in situations without curb to building face) of at least 6.0 m in the UC2, UC3, UC4 zones and 4.5 m in the UC5 zone.

[.3] Except it is 3.0 m when the lot is on Conlin Ct, Lowe Ct, or Bouvette St. The side yard setback is 3.0 metres when the lot is abutting a Core Area Neighbourhood (C-NHD), Suburban - Residential (S-RES), Suburban - Multiple Unit (S-MU), or an Education / Institutional (EDINST) future land use designation as outlined in the Official Community Plan.

[.4] Except it is 6.0 m when abutting a core area neighbourhood (C-NHD) or an education / institutional (EDINST) future land use designation as outlined in the Official Community Plan.

[.5] Except the rear setback is: 3.0 m when abutting a rear lane, 6.0 m when abutting a single & two dwelling zone or rural residential zone, and it is 6.0 m for hotels or motels.

[.6] The minimum side yard is 4.0 m when abutting a single & two dwelling zone or rural residential zone.

[.7] For portions of a parkade with lane access which do not project more than 2.3 m above finished grade, the rear yard setback for the parkade is 1.5 m. The site rear yard for carport structures is 1.5 m.

EXHIBIT C

Appraiser's Qualifications

Qualifications and Affiliations

Lionel Hoffmann, AACI, P. App, BBA

EDUCATION

- **Accreditation** - Appraisal Institute of Canada - 2000
- **Diploma in Real Estate Appraisal** - Langara College - 1996 (Honours)
- **Bachelor of Business Administration** - Simon Fraser University - 1987

DESIGNATIONS

- **AACI, P. App** - (Accredited Appraiser Canadian Institute) Appraisal Institute of Canada
- **BBA** - Simon Fraser University, British Columbia
- **DIPL.RA** - Langara College, British Columbia

PROFESSIONAL BACKGROUND

- **Appraiser (Associate)** - NCA Commercial Inc., Kelowna, British Columbia - 2015 to present
- **Appraiser (Associate)** - Kent-Macpherson, Kelowna, British Columbia - 1998 to 2015
- **Appraiser** - Okanagan Appraisals Ltd., Kelowna, British Columbia - 1996 to 1998
- **Property Agent Assistant** - Ministry of Transportation and Highways, Nanaimo, British Columbia - 1995

MEMBERSHIP AND AFFILIATIONS

- Member of the Appraisal Institute of Canada
- Member of the Okanagan Chapter of the Appraisal Institute of Canada
- Member of the British Columbia Expropriation Association

EXPERT QUALIFICATIONS

- Qualified as an expert witness (Real Estate Valuation) - Supreme Court of British Columbia

QUALIFICATIONS

Extensive real estate valuation and consultation for financing, purchase and sale, due diligence, and litigation support regarding:

- Office buildings
- Shopping centres and retail plazas
- Mixed use developments
- Light and heavy industrial properties
- Service commercial properties
- Multiple family properties (rental and strata-title)
- Modular/mobile home parks
- Development land (residential, commercial and industrial)
- Waterfront land (acreage and development)
- Agricultural and acreage land
- Institutional properties
- Claimant and authority partial and full takings pursuant to the British Columbia Expropriation Act
- road and utility rights-of-way
- Appraisal review
- Commercial lease analysis and market rent estimates
- Market studies

Appraisal assignments completed throughout the Okanagan, Similkameen, Columbia-Shuswap, and Kootenay regions.

OFFER TO PURCHASE AND CONTRACT OF PURCHASE AND SALE AGREEMENT

KELOWNA, BRITISH COLUMBIA

THIS AGREEMENT dated for reference the 6th day of August, 2026 is made

BETWEEN:

CITY OF KELOWNA
1435 Water Street
Kelowna, B.C. V1Y 1J4

(hereinafter called the "**Purchaser**")

OF THE FIRST PART

AND:

WITMAR HOLDINGS LTD.,
by **C. CHEVELDAVE & ASSOCIATES LTD.**,
in its sole capacity as liquidator WITMAR HOLDINGS LTD., and not in its personal or corporate capacity.
Unit 2 – I, 293 First Avenue, Kamloops B.C. V2J 3J3

(hereinafter called the "**Vendor**")

OF THE SECOND PART

WHEREAS:

A. The Vendor is the registered and beneficial owner of the lands and certain buildings, improvements, and chattels located in Kelowna, British Columbia, as such lands are legally described at Part 1 of Schedule "A" attached hereto; and

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchased Assets (as defined below) on the terms and conditions set forth in this Offer to Purchase.

This is Exhibit "C" referred to in the affidavit of Nicole Pelcher sworn before me at Kamloops in the Province of British Columbia, the 22 day of September, 2026

A Commissioner for taking Affidavits for British Columbia

WITNESS as follows:

1. **INTERPRETATION**

1.1. **Definitions**

In this Offer to Purchase:

1.1.1. "**Approved Service Contracts**" has the meaning set out at Section 3.1;

1.1.2. "**Buildings**" means the buildings and other improvements on the Lands owned by the Vendor including, without limitation, mechanical and electrical systems;

1.1.3. "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in British Columbia;

1.1.4. "**Chattels**" means any and all of the personal property used in the operation of the Buildings, owned by the Vendor and situate at and used in the operation of the Property, including without limitation the Chattels listed at Schedule "B";

1.1.5. "**Claims**" means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgements, costs, expenses, fines, disbursements, legal fees (on a substantial indemnity basis) and other professional fees and disbursements, interest, demands and actions of any kind or any nature whatsoever;

1.1.6. "**Closing**" has the meaning set out at Section 8.1;

1.1.7. "**Closing Date**" means the day that is 21 days following approval of this Offer to Purchase by the Supreme Court of British Columbia;

1.1.8. "**Contaminants**" means, without limitation, asbestos, poly-chlorinated biphenyls and any substance or material which falls within the definition of "waste", "special waste", "hazardous chemicals", "hazardous waste", "dangerous goods", "toxic substances", any variation of such terms or any terms of similar import in the *Canadian Environmental Protection Act* SC 1999, c 33 , the *Environmental Management Act* SBC 2003, c 53, each as at the date hereof, or in any other applicable Environmental Laws;

1.1.9. "**Deposit**" means the Initial Deposit;

1.1.10. "**Environmental Laws**" means any and all federal, provincial, municipal or other governmental or regulatory laws and rules in effect from time to time relating to the environment, occupational safety, health or transportation;

1.1.11. "**Execution Date**" means the date on which Vendor and the Purchaser have each executed and delivered this Offer to Purchase;

1.1.12. "**GST Certificate**" has the meaning set out in Section 9.5.2;

1.1.13. "**Initial Deposit**" has the meaning set out in Section 2.3.1;

1.1.14. "**Lands**" means the lands and premises legally described in Part 1 of Schedule "A" attached hereto;

1.1.15. "**Land Title Office**" means the Kamloops Land Title Office;

1.1.16. "**Leases**" means those certain residential leases of the Property, the particulars of which shall be provided to the Purchaser as Project Documents, and shall include all amendments, renewals, assignments and notices in connection therewith in accordance with Section 4.1.2, and "Lease" means any one of the Leases;

1.1.17. "**Liquidator**" means **C. CHEVELDAVE & ASSOCIATES LTD.**, in its sole capacity as liquidator of WITMAR HOLDINGS LTD. and not in its personal or corporate capacity;

1.1.18. "**Liquidation Proceedings**" means the proceedings in the Supreme Court of British Columbia under Action No. KEL-S-S-127397;

1.1.19. "**Permitted Encumbrances**" means:

1.1.19.1. the notations and encumbrances set forth in Part 2 of Schedule "A" attached hereto;

1.1.19.2. the Leases;

1.1.19.3. any leases or agreements to lease, or modifications or extensions to the Leases entered into by the Vendor in accordance with Section 4.1.2; and

1.1.19.4. any other leases, agreements, liens, charges or encumbrances expressly permitted in writing by the Purchaser;

1.1.20. "**Project Documents**" means:

1.1.20.1. the Vendor's most current rent roll and copies of each of the Leases;

1.1.20.2. financial statements pertaining to the Vendor's operation of the Property in respect of the two (2) complete operating years immediately past and its most recent statement for the current operating year;

1.1.20.3. copies of plans, specifications, and surveys for and relating to the Property, including mechanical, architectural, electrical final design drawings and building specifications all if in the Vendor's possession;

1.1.20.4. copies of any permits or warranties relating to the Purchased Assets;

1.1.20.5. copies of all Service Contracts;

1.1.20.6. copies of the most currently available property assessment and realty tax notices/statements, and utilities invoices for the Lands; and

1.1.20.7. a list of the Chattels (to the extent not listed in Schedule "B");

1.1.21. "**Property**" means the Lands and the Buildings;

1.1.22. "**Purchase Price**" means $3,450,000 ;

Property Price Allocation:

Civic Address:	**Price ($CAD):**
3068 Meikle Ave.	$977,500
3082 Meikle Ave.	$937,500
370 Meikle Ave.	$1,535,000

1.1.23. "**Purchased Assets**" means:

1.1.23.1. the Property;

1.1.23.2. the Chattels; and

1.1.23.3. the benefits of the Leases and Service Contracts arising from and after the Closing Date;

1.1.24. "**Purchaser's Solicitors**" means Young Anderson

1.1.25. "**Service Contracts**" means all currently existing service contracts made by or on behalf of the Vendor relating to the Property;

1.1.26. "**Tenants**" means the residential tenants under the Leases;

1.1.27. "**Transfer**" means a transfer of the Lands in the form prescribed by the *Land Title Act* RSBC 1996, c 250 conveying the Lands to the Purchaser; and

1.1.28. "**Vendor's Solicitors**" means Fulton & Company LLP.

1.2. Currency

All dollar amounts referred to are Canadian dollars.

1.3. Construction

The division and headings of this Offer to Purchase are for reference only and are not to affect construction or interpretation.

1.4. Governing Law

This Offer to Purchase shall be governed by the laws of British Columbia.

2. PURCHASE AND SALE

2.1. Offer to Purchase of Purchase and Sale

Upon acceptance of this Offer to Purchase, the Purchaser agrees to purchase and the Vendor agrees to sell the Purchased Assets on the Closing Date free and clear of all encumbrances other than Permitted Encumbrances for the Purchase Price and on the terms and conditions of this Offer to Purchase subject to the court approval process set out in section 2.2.

2.2. Court Approval

The acceptance of this offer by the Vendor must be approved by the Supreme Court of British Columbia before it may become effective. The Purchaser acknowledges and agrees that the date of the application for the Order for Approval of Sale will be at the sole discretion of the Vendor and the Vendor's Solicitors. The Vendor hereby advises the Purchaser that the Vendor's obligations in connection with this Offer, until it is approved by the Court, are limited to putting this Offer before the Court. Thereafter, the Vendor is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further orders the Court may make regarding the Property. Given the Vendor's position, and the Vendor's relationship to other parties in the Liquidation Proceedings, the Vendor may be compelled to advocate for the Court to consider other offers in order to obtain the best offer for the Property. The Vendor gives no undertaking to advocate the approval of this Offer in Court. If the Court declines to approve this Offer, or subsequently vacates, sets aside or varies an Order approving this Offer for any reason whatsoever, then the Vendor shall not be liable to the Purchaser or any other person in any way whatsoever, in connection with this Offer.

2.3. Payment of Purchase Price

The Purchase Price for the Purchased Assets shall be paid by the Purchaser as follows:

2.3.1. Within 10 Business Days of following the Execution Date, the Purchaser will make a $500,000 CAD (Five Hundred Thousand Dollars) deposit to the Purchaser's Solicitors, in trust. ("**Initial Deposit**");

2.3.2. the Purchase Price shall be paid to the Vendor's Solicitors on the Closing Date by solicitor's certified trust cheque, certified cheque, bank draft or wire and/or the Large Value Transfer System as required, drawn on one of the five largest Canadian chartered banks as provided in Article 8 of this Offer to Purchase.

2.4. Deposit

The Purchaser's Solicitor will hold the Deposit (or portion thereof) without liability for interest, provided it may, in its sole discretion, invest the Deposit (or portion thereof). The Vendor and the Purchaser agree that the Deposit and interest as may accrue thereon will be paid as follows:

2.4.1. to the Vendor on account of the Purchase Price contemporaneously with the completion of the sale and purchase contemplated by this Offer to Purchase;

2.4.2. to the Purchaser, if the Purchaser is not required to complete the purchase contemplated by this Offer to Purchase, on the date this Offer to Purchase becomes null and void (including under Section 1) or on the Purchaser's election not to complete;

2.4.3. to the Vendor if the purchase and sale contemplated by this Offer to Purchase is not completed by reason of the Purchaser's default as liquidated damages to the Vendor, without prejudice to any other remedy the Vendor may have at law or equity; and

2.4.4. if there is any dispute as to the disposition of the Deposit or interest thereon or any portion of either:

2.4.4.1. the monies in dispute shall be disbursed only in accordance with a joint written direction of the Vendor and the Purchaser, failing which such monies in dispute shall be held pending final judgment or order of a court of competent jurisdiction, which judgment is not appealed in the time limited for appeal, and shall be paid in accordance with such judgment; or

2.4.4.2. the monies shall be deposited with a court of competent jurisdiction by way of interpleader,

and the parties irrevocably direct and authorize the Vendor in the above regard.

The Purchaser and the Vendor agree that the provisions of this Section 2.4 shall survive the lapse or termination of the obligations of the parties hereunder regarding the sale and purchase of the Purchased Assets.

2.5. Allocation of Purchase Price

2.5.1. The Vendor and the Purchaser hereby agree that for the purpose of this Offer to Purchase, the Purchase Price set out above shall be allocated among the Purchased Assets as agreed upon between the parties prior to the

Closing Date (the "**Allocated Purchase Price**"). The parties will use commercially reasonable efforts to agree upon an allocation of the Purchase Price among the Purchased Assets prior to the Closing Date, provided that a failure to reach an agreement prior to the Closing Date will not be a condition to the Vendor's or the Purchaser's obligation to complete the purchase and sale contemplated by this Offer to Purchase or affect or impair any of the rights or obligations of the parties under this Offer to Purchase. If, despite the commercially reasonable efforts of the Vendor and the Purchaser, the parties fail to agree upon the allocation of the Purchase Price among the Purchased Assets, then the Vendor and the Purchaser will be entitled to allocate the amount of the Purchase Price among the Purchased Assets as each such party may so choose.

2.5.2. Provided that the parties agree upon an Allocated Purchase Price prior to the Closing Date, the Vendor and the Purchaser will each complete all tax returns, designations and elections in a manner consistent with the Allocated Purchase Price and otherwise follow such allocation for all tax purposes on and subsequent to the Closing and not take any position inconsistent with such allocation. If such allocation is disputed by any governmental authorities, the party receiving notice of such dispute will promptly notify the other party and the parties will use commercially reasonable efforts to sustain such allocation. The parties will share information and cooperate to the extent reasonably necessary to permit the transactions contemplated by this Offer to Purchase to be properly, timely and consistently reported.

3. DOCUMENTS AND INSPECTION

3.1. Project Documents

If this Offer to Purchase becomes null and void (including under Section 1), the Purchaser shall thereupon return or destroy all Project Documents and all other material in its possession without retaining any copies thereof.

The Purchaser must indicate which Service Contracts it wishes to assume, if any (collectively, the "**Approved Service Contracts**") by written notice to the Vendor.

3.2. Inspection

The Purchaser shall be entitled upon reasonable notice to the Vendor to enter the Property (subject to the rights of the Tenants) and carry out tests and inspections of the Property provided that a representative of the Vendor shall be provided the opportunity and shall be entitled to accompany the Purchaser during tests and inspection of the Property, and the Vendor shall have the right to approve invasive or intrusive inspections, tests and audits, if any are proposed by the Purchaser, prior to such inspections, tests and audits being undertaken. The Purchaser agrees to indemnify and hold the Vendor harmless from any physical damage to the Property or to the Vendor, its agents or employees, arising out of such entry. In carrying out such tests and inspections and entry the Purchaser shall not disrupt or unduly interfere with the Tenants.

3.3. **Authorization**

The Vendor will give the Purchaser such authorizations to meet with or correspond with appropriate governmental authorities for the purpose of conducting its tests and inspections of the Property as the Purchaser may reasonably require in that regard, provided that no such authorizations shall authorize or request any such authority to conduct any inspections or investigations with respect to the Property.

4. **GENERAL COVENANTS**

4.1. **Covenants of the Vendor**

The Vendor:

4.1.1. will from the date of execution and delivery of this Offer to Purchase by all parties hereto and until the Closing Date operate the Property as a prudent owner would do;

4.1.2. will not, , enter into any lease agreement or contract which will affect any of the Purchased Assets other than in the ordinary course of business. The Vendor shall not enter into any of the foregoing without the prior written approval of the Purchaser, which approval may be withheld in the Purchaser's sole discretion; and

4.1.3. shall at its own cost and expense, as of the Closing Date, cancel or terminate all Service Contracts other than Approved Service Contracts.

5. **ADJUSTMENTS AND RELATED MATTERS**

5.1. **Adjustments**

All adjustments, both incoming and outgoing, with respect to the Property, including taxes, utilities, rents, operating expenses, fuel, licences and other items normally adjusted between a vendor and purchaser in the sale of similar properties shall be adjusted as of the Closing Date so that the Vendor will bear and pay all expenses and receive all income related to the Property for the period prior to the Closing Date and, from and including the Closing Date, the Purchaser will bear and pay all expenses and receive all income related to the Property.

5.2. **Adjustment Determination**

Before the Closing Date, the Vendor and Purchaser will use their best efforts to determine all adjustments at Closing. Following the Closing Date, the Vendor and the Purchase agree that there shall be no further readjustments unless otherwise agreed to in writing by the parties. For additional clarity, the Vendor will not be credited with arrears of rent and other charges and amounts owed to the Vendor by the Tenants prior to Closing (collectively the "**Arrears**"), but the parties agree to co-operate with each other in respect of the collection of the Arrears. The Vendor's sole remedies, in any event, will be to sue the Tenants for default in a debt action for recovery of Arrears. Payments received by the Purchaser after the Closing Date from the Tenants will be applied firstly to current rents and charges and the excess to the most recent Arrears.

6. POSSESSION

6.1. Possession Date

The Purchaser shall, upon completion of the sale and purchase, and subject to the Permitted Encumbrances, have possession of the Property as of the Closing Date.

7. REPRESENTATIONS AND WARRANTIES

7.1. Vendor's Representations and Warranties

The Vendor hereby represents and warrants to the Purchaser, that:

7.1.1. the Vendor has all necessary authority to execute and deliver this Agreement and all other documents and instruments contemplated herein or therein to which it is or will be party and to perform its obligations hereunder and thereunder; and

7.1.2. the Vendor is the owner of the Purchased Assets and is selling them free and clear of all encumbrances other than the Permitted Encumbrances listed in Appendix A.

7.2. As Is Where Is

The Purchaser acknowledges, covenants and agrees that:

7.2.1. except as expressly set forth herein, it is purchasing the Purchased Assets on a strictly "as is, where is" basis and the Vendor is making no representations or warranties with respect to the Purchased Assets;

7.2.2. it enters into this Offer to Purchase relying solely on its own inspections, it has not relied on any documents or information provided by the Vendor or any representation or warranty given by or on behalf of the Vendor concerning the Purchased Assets except as otherwise expressly set out herein and it is the obligation of the Purchaser to satisfy itself (at the Purchaser's sole cost and expense) on all matters relating to or affecting the Purchased Assets, including the following:

7.2.2.1. the latent or patent defects, state of repair or condition of the Purchased Assets, environmental, soils, surface and ground water, physical or otherwise, including the presence or absence of Contaminants on, in, under or about the Property or any surrounding or neighbouring property;

7.2.2.2. the development potential or the fitness of the Purchased Assets for the intended use of it by the Purchaser;

7.2.2.3. the general condition and state of any improvements, equipment, utilities or other facilities or systems in, on, under or servicing the Purchased Assets;

7.2.2.4. the boundaries and dimensions of the Property; and

7.2.2.5. the access to and egress from, or past, present or future permitted uses or zoning of the Property and the bylaws of the municipality or any other governing authority which relate to any of the Property;

7.2.3. the Purchaser understands and agrees that the Vendor has no obligation to conduct any investigations, tests or studies or any due diligence review of any kind whatsoever with respect to the any matter relating to the Purchased Assets;

7.2.4. the Purchaser agrees and acknowledges that the Vendor is providing the Project Documents for purposes of notice only and delivery of such materials does not constitute a warranty or representation of any kind as to the quality or condition (whether environmental or otherwise) of the Property or the suitability or fitness of the Purchased Assets for any of the Purchaser's purposes or intended uses whatsoever. The Vendor makes no representation or warranty as to the accuracy or completeness of any reports or information provided to the Purchaser hereunder;

7.2.5. the Purchaser forever releases the Vendor and the Liquidator and their directors, officers, shareholders, agents and employees from any and all Claims relating to any of the matters set out above in this Section 7.2 and the Purchaser further covenants and agrees that the Vendor and the Liquidator and their directors, officers, shareholders, agents and employees shall have no liability or obligation with respect to any of the matters described in this Section 7.2 any and all of which shall, on the Closing Date, be accepted and assumed by the Purchaser;

7.2.6. upon completion of the Purchaser's acquisition of the Purchased Assets, the Purchaser shall be deemed to have unconditionally and irrevocably waived and released the Vendor and the Liquidator and their officers, directors, shareholders, agents, consultants and representatives from any Claims relating to the environmental condition of the Property or neighbouring properties including any Claims related to the presence of any contaminants on, under or within the Property or neighbouring Property or the non-compliance of the Property or neighbouring properties with any Environmental Laws;

7.2.7. if on the Closing Date the Vendor is in default in any material respect under any of the covenants and agreements to be observed or performed by the

Vendor under this Offer to Purchase, the Purchaser may elect not to complete the purchase of the Purchased Assets under this Offer to Purchase. Upon completion of the purchase and sale of the Purchased Assets on the Closing Date as herein provided, each party shall be deemed to have waived, to the extent it has actual knowledge of, any non-compliance with any term, covenant or condition by, or any inaccurate representation and warranty of, any other party; and

7.2.8. the provisions of this Section 7.2 shall survive the Closing.

7.3. <u>Purchaser's Representations and Warranties</u>

The Purchaser hereby represents and warrants to the Vendor, regardless of any independent investigations that the Vendor may cause to be made, that as at the date of this Offer to Purchase:

7.3.1. the Purchaser has the power, authority and capacity to purchase the Purchased Assets;

7.3.2. the execution and delivery of this Offer to Purchase does not conflict with any other agreement binding on the Purchaser and has been and the completion of this Offer to Purchase will have been by the Closing Date duly authorized by all necessary corporate action on the part of the Purchaser;

7.3.3. it is not, and will not be on the Closing Date, a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* SC 2022, c 10, s. 235 and will provide a statutory declaration to that effect prior to the Closing Date.

8. <u>CLOSING</u>

8.1. <u>Closing</u>

The closing of the purchase and sale of the Purchased Assets (the "**Closing**") shall commence at 9:00 a.m. on the Closing Date in the offices of the Vendor's Solicitors and the parties shall co-operate to arrange submission of registrable documents to the Land Title Office early on the Closing Date.

8.2. <u>Vendor's Closing Documents</u>

At the Closing, the Vendor will deliver to the Purchaser's Solicitors in trust to be held in escrow as hereinafter provided the following, duly executed as appropriate and applicable:

8.2.1. the Transfer in registrable form;

8.2.2. a statement of adjustments approved by the Vendor;

8.2.3. an assignment and assumption agreement in respect of the Leases;

8.2.4. an assignment and assumption agreement in respect of any Approved Service Contracts;

8.2.5. letters addressed by the Vendor to the Tenants giving notice of the sale of the Property and directing that rent be paid to the Purchaser or as the Purchaser may direct;

8.2.6. if applicable, either:

8.2.6.1. registrable releases of any liens, charges and encumbrances against all or any part of the Purchased Assets other than Permitted Encumbrances; or

8.2.6.2. solicitor's undertakings in favour of the Purchaser's Solicitors and satisfactory to the Vendor's Solicitors and the Purchaser's Solicitors, each acting reasonably, providing for delivery and registration of such releases after completion upon receipt of the adjusted Purchase Price due to the Vendor on the Closing Date;

8.2.7. all keys and master keys to all units and facilities of the Property in the Vendor's possession;

8.2.8. copies of Leases as executed and leases entered into after the date of the Offer to Purchase to the extent not previously delivered to the Purchaser;

8.2.9. copies of the Service Contracts as executed to the extent not previously delivered to the Purchaser; and

8.2.10. such other documents as the Vendor's Solicitors may reasonably require to document the sale and purchase contemplated herein.

8.3. **Purchaser's Closing Documents**

At the Closing, following delivery into escrow by the Vendor of those documents described in Section 8.2, the Purchaser will execute and deliver to the Purchaser's Solicitors in escrow as hereinafter provided the following:

8.3.1. a wire transfer, payable through the Large Value Transfer System, payable to the Vendor or as the Vendor may direct, in an amount equal to the adjusted Purchase Price due to the Vendor on the Closing Date;

8.3.2. a statement of adjustments approved by the Purchaser;

8.3.3. an assignment and assumption agreement in respect of the Leases;

8.3.4. an assignment and assumption agreement in respect of any Approved Service Contracts;

8.3.5. the statutory declaration referred to in Section 7.3.3;

8.3.6. the GST Certificate; and

8.3.7. such other documents as the Purchaser's Solicitors may reasonably require to document the sale and purchase herein.

8.4. Form of Documents

All documents referred to in Sections 8.2 and 8.3 and not scheduled to this Offer to Purchase shall be prepared by the Purchaser's Solicitors (and delivered to the Vendor's Solicitors for review no later than five (5) Business Days prior to the Closing Date) and shall be in form and substance approved by the Purchaser's Solicitors and the Vendor's Solicitors, each acting reasonably. Certificates of officers of parties shall be on behalf of the party and not personally.

8.5. Closing Escrow

All documents, funds and cheques or bank drafts delivered by the Purchaser and the Vendor, except the Transfer, and any releases delivered pursuant to paragraph 8.2.6.1 shall be held in trust by the Purchaser's Solicitors in the Purchaser's Solicitor's offices until the Transfer, and any releases delivered pursuant to paragraph 8.2.6.1 have been accepted for registration in the Land Title Office and a satisfactory post index check search has been received showing that title to the Lands will be registered in the name of the Purchaser subject only to the Permitted Encumbrances and any encumbrances granted by or claimed through the Purchaser at which time all documents and monies will be released to the appropriate parties.

It will be a condition of the Closing that all matters of payment, execution and delivery of documents by each party to the other and the acceptance for registration of documents in the Land Title Office, all pursuant to the terms hereof, shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required as a condition precedent at the Closing has been paid, executed and delivered and until title in and to the Lands will be registered in the name of the Purchaser as aforesaid.

8.6. Purchaser's Financing

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Vendor until after the new mortgage documents have been submitted for registration in the Land Title Office, but only if, before such submission, the Purchaser has:

8.6.1. deposited with the Purchaser's Solicitors that portion of the Purchase Price not secured by the new mortgage;

8.6.2. fulfilled all the new mortgagee's conditions for funding except submitting the mortgage for registration; and

8.6.3. made available to the Vendor, a lawyer's undertaking to pay the Purchase Price upon the submission for registration of the new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

8.7. Vendor's Financing

If the Vendor has existing financial charges to be cleared from title the Vendor, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Purchaser shall pay the Purchase Price to the Vendor's Solicitors, in trust, on undertakings to pay and discharge the financial charges and remit the balance, if any to the Vendor.

9. GENERAL

9.1. Further Assurances

Each of the parties shall execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Offer to Purchase.

9.2. No Merger

The parties agree that the execution and delivery of the closing documents according to Article 8 is not intended to and shall not in any way merge or otherwise restrict the terms, covenants, conditions, representations, warranties or provisions made or to be performed or observed by the parties contained in this Offer to Purchase other than their respective obligations to deliver the said closing documents.

9.3. Entire Offer to Purchase

This Offer to Purchase constitutes the entire agreement between the Vendor and the Purchaser pertaining to the purchase and sale of the Purchased Assets and supersedes all prior agreements and undertakings, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser and there are no warranties, representations, covenants or agreements between the Vendor and Purchaser except as set forth herein.

9.4. Notices

Any notice, document or communication required or permitted to be given hereunder shall be in writing and delivered by hand or electronic transmission to the party to which it is to be given as follows:

To the Vendor:

WITMAR HOLDINGS LTD.
c/o **C. CHEVELDAVE & ASSOCIATES LTD.**, in its sole capacity as liquidator

of WITMAR HOLDINGS LTD., and not in its personal or corporate capacity.Unit 2 – I, 293 First Avenue, Kamloops, B.C. V2J 3J3

Attention: Cecil Cheveldave
Email: ctcheveldave@telus.net

with a copy to:

Vendor's Lawyer
Fulton & Company LLP300 – 350 Lansdowne Street, Kamloops, B.C. V2C 1Y1
Attention: Hal Hicks
Email: hhicks@fultonco.com and adorion@fultonco.com

To the Purchaser:

CITY OF KELOWNA
1435 Water Street Kelowna, B.C. V1Y 1J4
Attention: Corey Wicks
Email: cwicks@kelowna.ca

or to such other address in the province of British Columbia as either party may in writing advise. Any notice, document or communication will be deemed to have been given when delivered or when transmitted by electronic means and received.

9.5. **Fees and Taxes**

9.5.1. Each of the parties will pay its own legal fees and fees of its consultants. The Purchaser shall pay all registration and property transfer taxes payable in connection with its purchase of the Purchased Assets.

9.5.2. The Purchaser shall be responsible for and pay all federal and provincial sales and other taxes payable by a purchaser upon or in connection with the conveyance or transfer of the Purchased Assets, including GST, PST or provincial retail sales tax, provided, however, that the Purchaser shall not be required to pay GST to the Vendor on Closing if it delivers a certificate containing an undertaking and indemnity (the "**GST Certificate**") certifying, *inter alia*, that it is purchasing the Purchased Assets on its own behalf and not as trustee or agent for any third parties, confirming the Purchaser's GST registration number (which registration number shall be provided to the Vendor's Solicitors no later than two (2) Business Days before the Closing Date) and confirming that its registration is in full force and effect on Closing and has not been revoked or waived and that the Purchaser will indemnify and save harmless the Vendor and their shareholders, directors, officers, employees, advisors and agents from all Claims incurred, suffered or sustained as a result of a failure by the Purchaser:

9.5.2.1. to pay any federal, provincial or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Purchased Assets whether arising from a reassessment or otherwise, including GST, PST and provincial retail sales tax, if applicable; and/or

9.5.2.2. to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Purchased Assets.

9.5.3. This Section 9.5 shall survive and not merge on Closing.

9.6. Real Estate Commissions

The Vendor acknowledges and agrees that it is the Vendor's obligation to pay any real estate commissions, agent's fees or other payments to CBRE Limited and William Wright Commercial Inc. in connection with the sale of the Purchased Assets.

9.7. Time

Time shall be of the essence of this Offer to Purchase, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

If the time limited for the performance or completion of any matter under this Offer to Purchase expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day.

9.8. Tender

Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by wire transfer (including by way of the Large Value Transfer System as required), solicitor's certified trust cheque, certified cheque or bank draft drawn on one of the five largest Canadian chartered banks.

9.9. Enurement

This Offer to Purchase shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns and reference to any party includes reference to its successors and permitted assigns.

9.10. Assignment

The parties hereto expressly acknowledge and agree that the rights of the Purchaser under this Offer to Purchase may not be assigned without the prior written consent of the Vendor.

9.11. **Counterparts**

This Offer to Purchase may be executed in counterparts and when each party has executed a counterpart each of such counterparts shall be deemed to be an original and all of such counterparts when taken together shall constitute one and the same agreement.

9.12. **Execution Electronically**

This Offer to Purchase or a counterpart hereof may be executed by a party hereto and transmitted electronically and if so executed and transmitted this Offer to Purchase will be for all purposes as effective and binding upon such party as if such party had delivered an originally executed document.

9.13. **Confidentiality**

The parties shall keep confidential all information provided to them respectively by any other party hereto pursuant to this Offer to Purchase and shall keep confidential the terms of this Offer to Purchase, except:

9.13.1. for the purposes of any litigation which ensues relating to this Offer to Purchase;

9.13.2. for the purposes of any reports required to be made by them respectively under any statute or by law;

9.13.3. for the purpose of dealings with their accountants, lawyers and other professionals in the administration of their respective business; and

9.13.4. for the purpose of anything required under this Offer to Purchase.

9.14. **Delivery of Appraisal**

The Purchaser shall, at its sole cost and expense, provide the Vendor with a complete copy of any appraisal of the Property obtained by or on behalf of the Purchaser in connection with this transaction. The appraisal shall be delivered to the Vendor upon the application for the Order of Approval of Sale at no cost to the Vendor.

10. **SCHEDULES**

The following Schedules are incorporated into and form an integral part of this Offer to Purchase:

Schedule "A" – Legal Description and Permitted Encumbrances

Schedule "B" – Chattels

[***the next page is the signature page***]

This Offer to Purchase is irrevocable and is open for acceptance by the Vendor up to 2:00 p.m. PST on the 10th day of August, 2026 and, upon acceptance by the Vendor, will constitute a binding agreement for the purchase and sale of the Purchased Assets on the terms and conditions contained herein. In the event that this Offer to Purchase is not accepted by the Vendor on or before the aforesaid time and date, then this Offer to Purchase shall be null and void.

IN WITNESS WHEREOF this Offer to Purchase has been executed as of the day and year first above written.

PURCHASER

CITY OF KELOWNA

Signed by:
Tyler Armstrong
4E834F30D011443...

Per: ______________________________
Authorized Signatory
Tyler Armstrong
Real Estate Services Manager

This Offer to Purchase is accepted by the Vendor this _____ day of
8/7/2026 ________________, 2026

VENDOR

WITMAR HOLDINGS LTD.,
by **C. CHEVELDAVE & ASSOCIATES LTD.**, in its sole capacity as liquidator of WITMAR HOLDINGS LTD., and not in its personal or corporate capacity.

DocuSigned by:

Per: ______________________________
Authorized Signatory

SCHEDULE "A"

PART 1 - LEGAL DESCRIPTION OF THE LANDS

Cluster "A":

PID: 008-068-577 Lot 13 District Lot 14 Osoyoos Division Yale District Plan 6069 ("370 Meikle")

PID: 011-335-645 Lot C District Lot 14 Osoyoos Division Yale District Plan 39755 ("3082 Meikle")

PID: 011-335-602 Lot A District Lot 14 Osoyoos Division Yale District Plan 39755 ("3068 Meikle")

PART 2 - PERMITTED ENCUMBRANCES

Those exceptions and limitations set out in Section 23(2) of the *Land Title Act* (British Columbia), including those exceptions and reservations contained in the original Crown grant or contained in any other grant or disposition from the Crown.

The Leases.

Legal Notations and Charges, Liens and Interests:

Cluster "A":

370 Meikle

Legal Notations: None

Charges, Liens and Interests: None

3082 Meikle

Legal Notations: None

Charges, Liens and Interests: None

3068 Meikle

Legal Notations: None

Charges, Liens and Interests: None

SCHEDULE "B"

DESCRIPTION OF CHATTELS

None.

No. KEL-S-S-127397
Kelowna Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALBERT WEISSTOCK

PETITIONER

AND:

WALTER WEISSTOCK, ANTONY WEISSTOCK, SILVIA RITA GERARD, WITMAR HOLDINGS LTD., DONALD JAMES RAMSAY (ADMINISTRATOR OF THE ESTATE OF MARIA CONCETTA WEISSTOCK), 1100748 B.C. LTD., ANTONY WEISSTOCK (TRUSTEE OF THE WILLY AND MARIA CONCETTA WEISSTOCK TRUST), and ISLANDVIEW COUNTRY ESTATES LTD.

RESPONDENTS

AFFIDAVIT
APPROVAL OF SALE OF
(370 MEIKLE AVE; 3082 MEIKLE AVE; &
3068 MEIKLE AVE - LAND ASSEMBLY CLUSTER A))

FILE NO. 077284-0002 HRH/dns
Revised: Sep 21/26 14:52

FULTON & COMPANY LLP
Lawyers & Trade-mark Agents
300 – 350 Lansdowne Street
Kamloops, B.C.
V2C 1Y1
Phone: (250) 372-5542