

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (referred to as "MOU") is entered into on this ____ day of _____, 202__, by and between:

_____, with principal offices at _____
(referred to as "the Developer"),

AND

Canmore Community Housing Corporation, with principal offices at 729-10 Street #100,
Canmore, Alberta
(referred to as "CCH").

Collectively referred to as the "Parties".

1. Purpose

The purpose of this MOU is to establish a mutual understanding between the Parties concerning the allocation and management of affordable housing units within a multi-family residential development (the "Project") developed by the Developer, as identified in Schedule "A". Upon the mutual execution of this MOU, the Developer will prepare a formal Below Market Housing Agreement (the "Agreement") based on the terms outlined in the MOU.

2. Below Market Value Unit Allocation

The Developer agrees to sell 10% of the total multifamily units in the Project (the "Under Market Value Units") to CCH for inclusion into the Vital Homes Program, administered by CCH.

- The current total number of units in the Project is _____, making the number of Below Market Value Units _____, based on the initial calculations.
- The Below Market Value Units will be distributed proportionally across 1-bedroom, 2-bedroom, and 3-bedroom units where feasible, and the final units will be determined by agreement between Developer and CCH.

In the event that units in the Project are not suitable for the Vital Homes Program, then the terms of this MOU shall be amended to contemplate cash in lieu of units, as contemplated in

3. Vital Homes Owner Selection

- The Developer acknowledges that as part of the Vital Homes Program, CCH will purchase the Below Market Value Units from the Developer and will sell leasehold interests in those units to prospective owners on the Vital Homes wait list.
- The Developer agrees to facilitate CCH's sale of the Below Market Value Units to prospective owners on the Vital Homes waiting list by providing its standard property tour of the Project at the request of CCH.

- The Below Market Value Units will have the same privileges and responsibilities as all the Developer's market based units in the Project.

4. Vital Homes Costing Structure

The Project adheres to CCH Policy "No. SPP3.04 – CCH Acceptance of Developer Initiated Units" which outlines a costing structure based on the targeted build form for the development noted herein, attached as Schedule "B".

5. Term

This MOU and the subsequent Agreement shall have an initial term of "in perpetuity", commencing on the date of initial occupancy of the Below Market Value Units or a mutually agreed project completion date.

6. Termination

CCH may terminate the MOU, subject to one (1) month written notice. The Developer may terminate the MOU, subject to one (1) month written notice in the event that the Project does not continue.

Early termination provisions respecting the Agreement will be detailed in the Agreement. It shall be noted that formal termination of the Agreement by the Developer may constitute a default of the Development Agreement and corresponding Development Permit with the Town of Canmore that the Developer applies for.

7. Confidentiality

The Parties shall keep the existence of this MOU, and all terms contained in this MOU, in confidence and no announcements will be made in respect thereof, except as required by law and except on a need-to-know basis with investors, directors, officers, employees, agents, accountants, legal counsel, advisors, partners, consultants, financing sources, and other reasonable parties necessary to evaluate or consummate the Agreement contemplated hereby.

8. Agreement

Subsequent to mutual execution of the MOU, the Parties agree to negotiate the Agreement in good faith and subject to commercially reasonable efforts, consistent with the terms outlined in this MOU. This MOU is non-binding except for Sections 6 (Termination), 7 (Confidentiality), 8 (Agreement) and 9 (Miscellaneous), which shall survive until replaced by the Agreement.

9. Miscellaneous

- **Governing Law:** This MOU shall be governed by the laws of the Province of Alberta.
- **Non-Binding Nature:** Except where expressly stated, this MOU does not create a legally binding obligation and is intended to guide the preparation of the Agreement.

- Amendments: This MOU may be amended only by written agreement signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the day and year first written above.

Canmore Community Housing Corporation

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

DRAFT

SCHEDULE A

Name of Project: _____

Current Legal Address: _____

Municipal Address: _____, Canmore, AB

Estimated (and non-binding) date of completion: _____

DRAFT