MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on this ___ day of _____, 2026, by and between:

xxxxxx (the "Developer"),

AND

Canmore Community Housing Corporation, with principal offices at 729-10 Street #100, Canmore, Alberta (the "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 below market housing units within a multi-family residential development (the "Project") developed by the Developer, located at xxx in xxx as outlined in Schedule "A". Upon the mutual execution of this MOU, the Developer will prepare a formal below market housing operating agreement (the "Agreement") based on the terms outlined in the MOU.

2. Below Market Unit Allocation
Developer agrees to allocate 10% of the total multifamily rental units in the Project (the "Below Market Units") to be leased to tenants recommended by CCH for below market housing purposes (the "Tenants").

- The current total number of units in the Project is xxx, making the number of Below Market Units xxx.
- The Below Market Units will be distributed proportionally across xxx units

The Developer retains ownership and management of all housing units, including the Below Market Units.

3. Tenant Selection
CCH shall provide recommendations to the Developer of Tenants for the Below Market Units. The Developer shall provide the Tenants with its standard property tour of the Project. The approval of each Tenant will be subject to the Developer's standard tenant background review. Upon acceptance of the Tenant by the Developer, a one (1) year lease based on the Developer's standard lease (the "Lease") will be entered into by the Tenant and Developer. The Tenants in the Below Market Units will have the same privileges and responsibilities as all the Developer's tenants in the Project.

4. Rental Rate Structure
The Below Market units shall be leased at a minimum of 10% below CCH Market Rates. The CCH Market Rates in Canmore are the posted annual market rental rates for a unit

with similar configuration (having regard to the number of bedrooms and bathrooms), as may be updated on a yearly basis.

In the event the Developer utilizes CMHC financing for the Project, the Below Market Units shall be leased at a discounted rental rate based on CMHC regulated rental rates. If CMHC is not utilized by the Developer, the Below Market Units shall be leased at 10% below market rental rates in Canmore, as provided by CCH. The CCH market rates in Canmore will be reviewed annually.

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.

For clarity, the Below Market Value Units are intended to be protected as such in perpetuity, and to remain so for as long as the building exists. These units are not intended to ever revert to market rent units.

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.

In the event that the MOU is terminated, and there are occupants of the Below Market Value Units, the termination will not affect the Lease terms or condition between the Developer and the Tenants.

7. Compliance and Enforcement

On a bi-annual basis, the Developer will report to CCH on compliance with respect to the Agreement.

CCH will register an instrument, most likely a Restrictive Covenant, on the land title of the Project that protects the perpetual existence of the Below Market Units. Any registered instrument will be subordinate to CMHC's interest on title, and will be postponed to any lender who may register security on title.

8. Confidentiality

The Parties shall keep the existence of, and any deal term 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 desirable parties necessary to evaluate or consummate the Agreement contemplated hereby.

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9. Agreement
Subsequent to mutual execution of the MOU, the Parties agree to negotiate an operating agreement (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), 8 (Confidentiality), 9 (Agreement) and 10 (Miscellaneous), which shall survive until replaced by the Agreement.

10. 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.

Xxx	Canmore Community Housing Corporation
By: _____	By: _____
Name:	Name: Therese Rogers
Title:	Title: Executive Director
Date:	Date:

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SCHEDULE "A"
THE PROJECT

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