



# **Fritidslandsbyen Gammalstorp Ekonomisk Förening**

**Membership agreement**

# § 1 Background

§ 1.1

Almenr has acquired a major natural site in Sweden in order for a number of people to become co-owners and co-creators of the forest village Gammalstorp (the "Project").

§ 1.2

The Co-owner has indicated that the Co-owner wants to be a project participant in the Project. This is done by signing this agreement in the first instance and by becoming a member of Fritidslandsbyen Gammalstorp Ekonomisk förening.

§ 1.3

Prior to signing the Agreement, the co-owner has received information about the Project. Reference is made to the list of project documents listed in the end of this document, which the Co-Owner, by signing the Agreement, confirms to have received and reviewed to assess the Project, including its risks.

§ 1.4

This agreement is established as an agreement between the members of Fritidslandsbyen Gammalstorp Ekonomisk förening. The intention is to clarify their rights and obligations.

Should there be any contradictions the Swedish law, the statutes or other documents apply in the following order:

- 1) Swedish legislation
- 2) This agreement
- 3) The statutes of the association
- 4) Other documents

# § 2 Explanation of concepts

Association

Fritidslandsbyen Gammalstorp Ekonomisk Förening

Member

The private or legal person who has been granted membership in the Association and payed the full membership entry fee.

Co-founder

Someone who became a member before April 1st, 2022, and a part of the design community.

Share

The membership share in the Association which comes with rights and obligations. Members that intend to share one share decide among themselves how to divide the rights and responsibilities.

Membership fee

Monthly payment to the Association from its Members intended to cover the Association's ongoing costs.

Membership entry fee

The member's basic capital contribution to the Association, the basis for co-ownership in the Association. The entry fee is paid back at withdrawal from the association in accordance with the statutes.

General meeting	Annually, or according to other agreements, meeting in which all Members have the right to participate and in which representatives of all shares participate in decision-making in accordance with the statutes.
The Design Phase	The time period from beginning of year 2021 where the entry fee for becoming a part of the design community as a co-founder was 5000 DKK.
The Building Phase	The time period that begins with start of construction and ends with a final notice.
The Living Phase	The time period that begins after the Building Phase is finished.

## §3 Project phases

The agreement applies to two project phases and start once the Design Phase is over and the Building Phase begins. The Building Phase, which ends after final notice and inspection, and the Living Phase starts once the Building phase is completed. During the Building Phase a new General Meeting is held, and the community takes over the association and elect its own board.

## §4 Conditions for the project

The association has signed an agreement with the construction company, a Swedish AB (Aktiebolag), see Appendix "002 - Development agreement between Fritidslandsbyen Gammalstorp EF and Almenr Gammalstorp AB".

The agreement gives the Association the exclusive right to acquire the land no later than 2022-12-31. The agreement can be extended.

The detailed plan includes 18 plots of 56 000 m<sup>2</sup>. In phase 1 it allows the construction of at least 12 buildings for 70 co-owners, additional 8 buildings for phase 2 and additional 6 buildings for phase 3. This is excluding the common facilities.

The Association has Almenr Aps as advisors and non-investing members of the Association during the Building phase. Almenr Aps also handles the construction company, contracts and partnership agreements with suppliers, contractors, architects and other partners during this phase.

## §5 Conditions for the validity of the agreement

In order for the members to be bound by the terms of this agreement the following conditions apply:

- Co-founders (Phase 1)
  - Pay the 5 000 DKK co-founder fee
  - Pay a partial membership entry fee of 50 000 DKK

- Pay the remaining membership entry fee of 345 000 DKK before March 25th and allow these funds to be used until the construction is finished.
  - Sign this membership and purchase agreement and the Dogmas
- New members during the Building Phase (Phase 2)
  - Pay deposit of 50 000 DKK
  - Sign this membership, purchase agreement and Dogmas
  - Pay the remaining membership entry fee of 445 000 DKK and allow these funds to be used until the construction is finished.
- New members during the Living Phase
  - Apply for membership according to the statutes
  - Pay the full membership entry fee decided by the General Assembly.
  - Sign this membership and purchase agreement and the Dogmas

## § 6 The Project

The goal of the project is for the members to work together with Almenr Aps to plan, build and then live in a sustainable forest village with shared houses of different sizes and common areas for, among other things, social interaction. The community wants to build houses that are social, economically and ecologically sustainable. The association want to create something new and show the way for future projects. The association also wants to contribute to a greater diversity of construction and housing forms and become part of a green, smart, sustainable village.

The ambition is for the houses to be turnkey houses built with a wooden frame and also in other respects in a resource-efficient and environmentally friendly manner in accordance with the association's vision. The completed construction and associated budget is taken care of and approved by Almenr Aps.

For the different phases and number of co-owners, the following number of houses applies:

- Phase 1 – 70 co-owners  
The 7 main houses are planned to have a total gross area of about 425m<sup>2</sup>. The village will also contain 5 forest shelters as well as a common house, common facilities and outdoor areas adapted to the Members' wishes and needs.
- Phase 2 – 90 co-owners  
The total 12 main houses are planned to have a total gross area of about 850 m<sup>2</sup>. The village will also contain 8 forest shelters in total as well as one common house, common facilities and outdoor areas adapted to the Members' wishes and needs.
- Phase 3 – 120 co-owners  
The total 16 main houses are planned to have a total gross area of about 1275m<sup>2</sup>. The village will also contain 10 forest shelters in total as well as additional common facilities adapted to the Member's wishes and needs.

## **§ 7 Organization**

The association's internal organization and decision-making processes are described in the association's statutes (Appendix "008 - Statutes"). One share, and one membership, can only be obtained by one individual. If the individual wants to share their points and their vote this must be agreed on internally.

## **§ 8 Budget**

Before the building process and in connection with the procurement of contracts and deliveries, the budget will be refined and ensured. It is the Project's stated goal to under the design phase to reduce the cost as far as possible without reducing the quality. The final budget should be attached to this Agreement before construction starts.

## **§ 9 Savings and investments**

All Members participate in a joint saving in accordance with the association's statutes and decisions at the General Assembly. Once the association is set up each member pay a monthly fee in accordance with the association's statutes. The basis for the Association's financial commitments is that the membership contributions are equal for each member.

## **§ 10 Financing**

The project's financing is divided into two phases.

- a) During the Design Phase (Jan 2021 – Feb 2022), the Co-founders has provided 50 000 DKK. The Co-founders has undertaken the tasks of co-designing The Project through workshops and to recruit more members.
- b) At the start of the Building Phase, the full membership entry fee will be payed to Almenr Aps. 345 000 DKK for co-founders and 495 000 DKK for new members.  
The paid amount must remain with the Project until completion.

By signing this agreement, the Member undertakes to account for the share of the required financing of the project.

## **§ 11 Shares**

The members' relationship to the Association is organized via Shares. Each share represents the same Member contribution and has the same voting rights. Each investing member must individually sign this agreement. A Share can only be held by one private or legal person. If the share is shared with others these should have an internal

agreement. This should include how they would exercise the right to vote and right to book and other benefits that come with membership.

## **§ 12 New members**

The association will set a maximum amount of members according to number of houses. New members are elected by the Board in accordance with the association's statutes. Elected members subsequently enter into this agreement by signing the agreement. Parties who has not first been elected as members cannot enter into this agreement. Upon entry, new members must pay a membership fee and a membership entry fee according to the statutes. The above payments must be made within 15 days of the member's signing of this agreement if there is no other agreement.

## **§ 13 Exit**

After signing the agreement, if a Member want to exit the project and leave the Association they must provide a new Member who is willing to take over the Share and they must be accepted as a new Member of the Association. For a rejection of one such membership application, the Association must formulate objective reasons. The decision cannot be appealed. A new member who takes over one former member's Share simultaneously takes over all rights and obligations under this Agreement.

## **§ 14 Transfer of shares**

The new Member who takes over a share shall enter into a written agreement with the resigning Member who regulates the compensation for the takeover. The agreement must be submitted to the Association. Upon entry into this Membership Agreement, the Member shall within 15 days ensure that a Membership entry fee is payed and that it corresponds to the amount regulated in the statutes. The membership entry fee is paid back once the new Member's membership entry fee has been payed.

Date:

For Almenr:

Name:

Signature:

Date:

For Member:

Name:

Signature:

Address:

Phone:

Email:

Usage rights are given to:

**User 1:**

Name:

Phone:

Email:

**User 2:**

Name:

Phone:

Email:

**User 3:**

Name:

Phone:

Email:

# Overview of project documents

## A - Main document' contains:

1. About the organization of Gammalstorp: Description of economics and formality
2. What am I supposed to do now? Guide to the process of buying a share
3. Architecture
4. Drawings
5. Masterplan

## B - Appendices

1. Construction budget
2. Development Agreement between Fritidslandsbyen Gammalstorp EF and Almenr Gammalstorp AB
3. Gammalstorp phases
4. Operating budget
5. What is an economic association?
6. Detailed plan
7. Shared agreement
8. Our statutes

## D - For signature

9. Membership Agreement
10. Dogmas

