



WINGS PARK (PTY) LTD

Shareholder's Rules & Guidelines Manual

Version 2.0

November 2013

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This document once signed into acceptance by the Wings Park Executive, replaces the “Airfield Rules Annexure B” of the Wings Park Shareholder’s agreement and supersedes some of the content as found in the Shareholder’s agreement. (Should any content herein be contradictory to content in the Shareholder’s agreement, then the content contained in this document overrules content in the shareholder’s agreement.)

Information is subject to change without notice. Wings Park (Pty) Ltd and/or its representative executive body reserves the right to make changes rules, protocol and guidelines as deemed fit and such changes would take effect with immediate effect.



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INTRODUCTION

(INCLUDING THE VISION AND MISSION STATEMENT OF WINGS PARK)

During the latter part of 2006, several individuals came to the conclusion that the East London area and Border region was being stifled from an aviation facility perspective and after exhaustive attempts to discuss additional facilities with ACSA at the local airport, it was realized that future growth would be curtailed as ACSA seemed to have no intention of nurturing or growing general aviation at their airport facility. At the time, there was only the East London airport available for general aviation as well as a leased private strip facility at Kwalega which was used mainly by the Microlight fraternity (Weight shift trikes) and very light conventional aircraft. Several individuals met informally and decided that it was time to locate and secure a new airport venue which would serve the purposes of all general aviation interests and would allow for growth. Several different sites were looked at, but dismissed either due to huge purchase costs or not suitable location / access, etc. After some time, the farm which comprised of three portions was located and negotiations were under way by the pioneering team. (The pioneering team comprised of: Patrick Hill, Willie Pieterse, James Wardle, Roger Roskilly & Steve Onions)

The objective was clearly outlined that all parties involved wished to create an air field facility which would be to the benefit of the greater aviation community and that this would not be undertaken as developers, but rather by like minded individuals who wished to share facilities at the same costs with others without profiteering off them. Marketing material, business plan and a presentation was put together and an open invitation went out to the wider aviation community to invite any interested parties to attend the presentation and to later submit an expression of interest application to be part of this venture. The pioneering team put together the founding vision in the form of a document and titled it: "Border Recreational Flight Park Vision" and just before the invitation to invest presentation, named the proposed facility "Wings Park".

The actual Flight Park Vision as discussed at the time was as recorded below:-

To locate and secure a suitable location that will become home to general aviation and related activities that will be accessible to the wider aviation community encompassing the various forms of flying from powered fixed

wing, through VLA and microlight to helicopter and even model aircraft pilots.

The ideal will facilitate at least one long runway with a length in excess of 800m and a secondary runway with a length in excess of 600m. The facility should also be able to facilitate sufficient hangerage for present and future needs. There should be facilities for use as a club house and entertainment area as well as sufficient toilet facilities and facilities to host visiting pilots and the general public.

It is envisaged that flight training schools for all aspects of aviation training, supporting the local community be invited to operate from this facility as well as AMO or AP facilities and aircraft manufacturers (VLA) be invited to operate and locate their business to this facility.

In order to stimulate aviation in the wider community, it is envisaged that facilities could be extended to attract the greater community by creating additional attractions like a quad/bike track, paintball course, tea garden, flea market and of course flips being offered to the general public on open days and week-ends.

The vision is to create a self governing facility that attracts all parties interested in aviation to operate and function or visit this facility and to make this as affordable as possible across the spectrum of general aviation. It is also pertinent that this vision is dictated to by the greater interests of the aviation majority and not to just the desires of a select few.

Several local, national and even some international individuals signed up and the farm was purchased and extensive civil work was undertaken to create the runways, taxiways, roadways and other facilities. At the time of purchase, a registered company was put in place and all parties buying in were issued shares and an exclusive use of a portion of land on which they could erect their hanger and facilities.

A shareholder's agreement was also put in place which was agreed to by all parties and the basic rules were defined and auditor's were appointed. Part of that agreement covered the governance of the facility and company going forward and this governance is in the form of an "Executive" committee – the function and operational aspect will be outlined later in this document.

Several years have passed since the inception of Wings Park and a huge amount of improvements have taken place.

In 2007, the vision was consolidated with the following statement:-

Wings Park is the resulting development after an extensive search by several individuals to find a suitable airfield that could accommodate the present and future needs of general aviation in the East London region. The vision is for an air park that will allow individuals to erect their hanger on an exclusive use piece of ground with sufficient common runway and security facilities to accommodate the majority of general aviation aircraft requirements in this region.

The vision also allows for significant growth of facilities forming part of this estate, but the idea is to keep the operating cost to the shareholders and pilots as low as practically possible and using supplemental income from renting out the farm house and grazing land to subsidize the estate maintenance costs.

It was envisioned that separate tracks of land could further be leased out to entrepreneurial parties to conduct entertainment services for the greater community like quad bike riding, paintball games, flea market, tea garden and many other such activities, the location venue being conducive for such.

The primary focus for Wings Park is that of an airfield and aviation activities are to be encouraged from not only the shareholders, but also invited commercial operators, aviation clubs and the general public.

As mentioned many times in the Executive meetings, “Noise has the right of way”. It is therefore fair to interpret the venue as a family oriented venue that caters not only for general aviation, but also the outdoor needs of our shareholder’s families. With safety of prime concern, current and future developments will focus on enhancing the shareholder’s pleasure and enjoyment of this magnificent facility. It is important that we have preservation of the initial vision, for that is what the bulk of early shareholders bought into and that is their expectation.

1. Governance & the Executive

1.1. HISTORICAL

In terms of the signed shareholder’s agreement, Wings Park (Pty) Ltd was to be run by an appointed board of Directors. During each annual AGM, the shareholders would vote in a new board which could comprise of existing

directors or other shareholders as directors. (See Shareholder's agreement clause 6.1)

The board was mandated the responsibility as per clause 6.2 of the shareholder's agreement to be responsible for all material, policy and long term decisions affecting the Company and business.

The Company Chairman was then to be appointed by the board with the mandate as outlined in section 7 of the shareholder's agreement.

1.2. CURRENT OPERATIONS

During the early stages, our auditor's pointed out that to have an annual change of registered directors was not so desirable from a cost and documentation perspective. This was explained to the shareholders during the first AGM and it was agreed upon to implement an "Executive" as a management level and leave the board of directors as static as possible and to retain up to three shareholders on the board of directors.

1.2.1. During 2008, it was agreed that the board of directors needed to have more than one director and it was agreed to increase the number of directors to three. The executive will appoint the additional two directors in addition to Mr Patrick Hill. The shareholders naturally have a right to request a change in one of more directors at a shareholders AGM and any such change will be put to a shareholder vote.

1.2.2. The function of a director on the board of Wings Park is purely as a legal post to sign off any required documents and legal letters on behalf of Wings Park (Pty) Ltd and only on the request / instruction of the Executive. As the directorship position requires legal accountability, any director is entitled to view or discuss or call for review any pertinent matter relating to the Wings Park registered company.

1.2.3. It is not mandatory for any director on the board to be part of the executive team, but should an existing director not stand for re-election on the exec team, then they have the right to resign as a director and the exec team will appoint an alternate director. Notwithstanding the above, it always remains the responsibility of the shareholders to appoint and remove directors and should the need arise, any shareholder has the right in terms of the Companies act, to call a special

shareholders meeting for this purpose or raise the matter for consideration during any AGM.

- 1.2.4. The executive team therefore will comprise of eight members. Six of the members will be shareholders and the remaining two posts are permanent positions, one seat being held by the company's auditor representative and one seat by the companies employed secretary. The six shareholder seats will be occupied by shareholders that are nominated and voted in by the shareholders at each AGM and only these seats will participate in any vote taken by the executive.
- 1.2.5. A shareholder may be elected to the Executive for no more than four consecutive years, where after they are required to take a 1 year break. They may be re-elected annually thereafter for another four consecutive years and this model will repeat indefinitely.
- 1.2.6. To provide continuity to the Executive, it would be undesirable to replace more than three of the six shareholders in any given year (unless of course the shareholders at the AGM decide to vote in alternates by decision). Therefore if more than three exec members reach the four year limit at the same time, the exec member(s) who have been on the exec for the shortest time will remain on the exec if voted in for another term, allowing only three exec members to retire.
- 1.2.7. The Executive will therefore carry out the responsibilities re-assigned as per section 8 of the shareholder's agreement and the exec will appoint a chairman of the Executive with the same process and having the same responsibilities as represented in section 7 of the shareholder's agreement.
- 1.2.8. The Executive has therefore been issued with definitive powers and their mandate is to manage the day to day operation and maintenance of Wings Park as well as to run with various development projects pertaining to the facility.
- 1.2.9. The Executive will also determine the levies imposed on shareholders and membership fees, etc for non shareholders.
- 1.2.10. The Executive will facilitate the annual AGM and/or any special shareholder's meeting in terms of Section 9 of the shareholder's agreement.

- 1.2.11. The Executive will also be mindful of the Minority Protection section 10 of the shareholder's agreement and will conduct all matters in the spirit and intent of the shareholder's agreement in its entirety.
- 1.2.12. Any shareholder who wishes to make a suggestion, recommendation or lodge a complaint is welcome to do so by lodging the matter in writing to the Wings Park Administrator. (Via e-mail: admin@wingspark.co.za)
- 1.2.13. Attendance of the Executive meetings is exclusive to individuals who reside on the Executive. Other shareholder's may only attend upon individual invitation of the Executive and only in circumstances where such shareholders have specialized expertise, etc... Any guest to the Executive does not have the right to express an opinion unless requested by the chairman and must refrain from any participation in voting at Executive level.

1.3. RULE VARIANCE & INTRODUCTION PROTOCOL

In order for the rules to be amended and changes implemented, the following protocol must be followed:

- A. A shareholder will table the suggestion or request to the Executive Committee.
- B. The suggestion or request will be circulated via e-mail to all shareholders, inviting them to comment and/or object.
- C. After at least 7 days has passed, the committee will discuss and vote on the suggested rule change.
- D. An Executive majority vote will decide in favor or against implementation.
- E. If in favor, the new rule or change will be circulated to all shareholders in the form of an e-mail advisory notice along with a specified date that it will take effect.
- F. No rule change or implementation may be effected that contravenes the vision of Wings Park as outlined in the Introduction section above. All changes must therefore reflect the spirit of intent in accordance and any deviance to the vision specified will require a special vote to be taken by all shareholders along with the required percentage vote relating to such resolutions in accordance with the shareholder's agreement.



- G. Any rule changes will automatically be subject to review at the next AGM after introduction for review as per clause 20.5 of the shareholder's agreement

2. Shareholder's Global Responsibilities

It is expected that all shareholders conduct themselves in a friendly and supportive manner for the betterment of Wings Park and the collective interests of all shareholders.

2.1. UNLAWFUL CONDUCT

No shareholder will conduct themselves or allow any of their family or visitors to conduct themselves in such a fashion that would result in a breach of law.

No shareholder will infringe upon the constitutional right of any other shareholder.

No aggression, violence or infringement of rights towards any individual, shareholder or their property will be tolerated and the offending party will be immediately suspended from access to Wings Park by the Executive. (Even if the perpetrator is a shareholder themselves). The Executive has the mandate to take the necessary steps to legally impose such restraint on any offending individual and to decide on a reasonable course of action to remedy the situation to bring about restitution or resolve. It must be understood that shareholders collectively own the Company and the company has the right to look after the interests of the majority.

2.2. PROPERTY DAMAGE, INJURIES OR DETRIMENTAL ACTIVITIES, PAYMENT FOR DAMAGES

No person shall destroy, deface, injure or disturb in any way any Wings Park common area or conduct in the airpark, activities that are injurious, detrimental or damaging to an airpark taxiway area or to activities and business of the airpark. Any person causing or liable for any damage shall be required to pay Wings Park, on demand, the full cost of repairs. Any person failing to comply with this section shall be in violation of these regulations and may be refused the use of airpark facilities until Wings Park has been fully reimbursed for the damage done.

All shareholders function and enjoy the facilities at Wings Park at their own risk. Should they wish to invite guests or family to the facility, then it is that

shareholder's responsibility to educate those individuals as to the rules of Wings Park as well as the global indemnity imposed by the Company.

Any community property damage caused by any individual will revert to the responsible shareholder for their account. Should the shareholder accountable not be willing to effect such repairs at their expense timorously, then the Executive will carry out the repairs and recover the costs from that shareholder.

Shareholders should ensure that their activities and facilities deployed at Wings Park take into account the possibility of injury.

2.3. DISORDERLY CONDUCT, INTOXICATING LIQUORS, ETC.

No person shall:

- 2.3.1. Commit any disorderly, obscene or unlawful act or commit any nuisance in an airpark communal or public area.
- 2.3.2. Drink any intoxicating liquor upon any portion of an airpark except in a private hanger, the boma including balconies and any area designated by the Executive as acceptable.
- 2.3.3. No intoxicated person shall enter upon or loiter on or about airpark taxiway areas, refueling areas and any airside area.

3. Building Code, Terms & Conditions

The building code rules may be amended, substituted or added to by the Executive from time to time.

All buildings and hangers must conform to the building code. All shareholders are advised that a previous allowance in standard does not constitute a precedent and that the design standards might need to be changed due to the growth and safety dynamics of Wings Park.

No building or construction may commence before the full proposed Architectural Plans / Drawings are submitted to the Executive who will authorise their designated "building committee" to inspect the plans and offer approval after following the process as described later in this document.

- 3.1. The building boundary will allow for use of the shareholder's allocated plot measuring 25m x 25m. The front 5m section facing the taxiway must be clear



without any building structure, but can be used as a driveway with minor supporting walls (Low enough as to not obstruct the wings of any aircraft). There is a 1m servitude at the rear of the plot separating it from the next hanger behind that must remain clear. The building may be extended to zero lateral boundary lines, but provision for opening doors must be contained within the 25m width span.

- 3.2. Any hanger structure must have the aesthetic appearance of a “hanger” – even if other rooms, workshops, storage facilities and rest facilities are designed into the structure.
- 3.3. All building Structures must comply with Municipal Regulations.
- 3.4. Steel Frame hangers need to be constructed from an approved design and must be certified by an engineer who is registered with the Engineering Council of South Africa.
- 3.5. All brickwork and foundations must be done in accordance with South African building regulations.
- 3.6. Electrically the building needs to comply with Municipal Regulations and the electrical plan needs to show the routing from the Wings supplied meter box to the Electrical Distribution Board in the Hanger.
- 3.7. Plumbing / Septic sewerage must be an approved type drainage either from a constructed plastered tank or approved plastic tank – shared use with neighbors of septic tanks is allowed.
- 3.8. Visible water tanks must be brown in color and located within the plot boundaries.
- 3.9. Storm water needs to be channeled as per the storm water guidelines discussed later in this document.
- 3.10. All hangers must have gutters draining water to storage tanks and excess water diverted off the site – shared use of water storage tanks with neighbors is allowed.
- 3.11. Sufficient storm water infrastructure needs to be installed to minimize risks to sites below your site.
- 3.12. Hanger door openings may only be onto facing taxiways running between hanger rows.

- 3.13. The authentic look of Wings Park must be upheld, with walls being plastered and painted with colors to blend in and or face brick including IBR Sheeting.
- 3.14. Energy conservation and environmental sensitivity should be considered in the planning of the hanger design.
- 3.15. Car Parking must be shown on the plans.
- 3.16. The hanger design must allow for access to the taxiway and allowance for water drainage running in front of the plot. The hanger construction must therefore include the water pipes under the taxiway access area.
- 3.17. Each hanger owner must install adequate fire protection.

4. New Buildings, Structures & Legal matters

Hangers are to be completed within 6 months of the start of construction. If construction starts more than 12 months after the plans are approved by the committee then the plans are to be resubmitted for approval.

4.1. *Terms & Conditions*

- 4.1.1. Any structure erected on any allocated plot of ground is done so entirely at the risk of the respective shareholder who is allocated that plot. It is entirely up to that shareholder to ensure that all government and municipal regulations are complied with and that at all times, the rules as well as terms and conditions pertaining to Wings Park are adhered to. The respective shareholder is effectively leasing that portion of ground from Wings Park (Pty) Ltd.
- 4.1.2. By mutual agreement and consent of all shareholders in Wings Park, it is hereby recorded that any improvement made or structure erected or any asset contained within the boundary of an assigned plot, be hereby the exclusive asset of that respective shareholder. The respective shareholder is entitled to remove any such structure if desired. Should a shareholder wish to sell their share in Wings Park, then it is mandatory to sell any asset or improvement erected on the plot associated with their share to the share purchasing individual or entity.
- 4.1.3. A shareholder may not sub-lease the portion of ground and allow a third party to erect a structure. All structures and the ownership thereof



must belong to the shareholder who is responsible for all aspects of the buildings.

4.2. ***Acceptable Standards***

All structures are to be designed and constructed in accordance with the relevant design codes and guidelines of the Republic of South Africa. Where necessary the hanger owner is to provide Wings Park with a certificate from a Professional Engineer stating that this is the case.

4.3. ***Rain / Storm Water Management***

4.3.1. Wings Park has a master storm water plan which in summary allows for open drainage channels along taxi ways which discharge into the veld. The installation and maintenance of this infrastructure is an ongoing exercise. The intention is for the developer of each hanger to pipe this channeled water across the frontage of the hanger to the extent that the developer sees fit. Details of how this is to be done is shown on the master storm water plan which is available on request. The cost of this is for the hanger owner's account.

4.3.2. In addition to the above it will be expected from all hanger owners of lower lying properties to accommodate the excess storm water runoff from higher lying areas, which cannot be directed to the storm water channels as provided, where applicable.

4.3.3. Hanger owners are advised to discuss their storm water plans with the plan approval committee while preparing their plans in order to better understand the requirements and the particular challenges that their specific site may face. The specific requirements for each site may well be different and hanger owners are not to consider it unfair or punitive should their specific site require more storm water infrastructure than another.

4.3.4. The plan approval committee's decision regarding the required storm water infrastructure for any specific site is final and binding on the hanger developer.

4.4. ***Design Approval***

The Executive appoints a "building committee" who are individuals that are collectively tasked to ensure that all buildings comply with the design manual as well as being in accordance with the vision of Wings Park.

The approval process is therefore as follows:-

- 4.4.1. The shareholder submits a full set of plans to the building committee for approval. These plans must include the finish detail for the entire project. The plans must also include electrical drawings, septic tank installation, storm water treatment, rain water collection and water tank storage. Vehicle parking must also be detailed on the plan.
- 4.4.2. The building committee will revert to the shareholder in writing within 14 days with either plan approval or a list of concerns / compliance that needs to be addressed.
- 4.4.3. Once the shareholder has complied or resolved the issues raised, they will once again provide the building committee with a written request to approve the plans. The building committee will provide a written response within 7 days. This cycle will repeat until the plans are signed off and the building committee will issue an approval letter to proceed.
- 4.4.4. At any stage, should the shareholder be dissatisfied with the building committee's actions, they are free to address their concerns in writing to the Executive, who will intervene to resolve any such matter. The final decision of the Executive will be final and binding.
- 4.4.5. No construction work other than site leveling may begin until such time as written approval of the plans is given to the shareholder.
- 4.4.6. Once the building is complete, the shareholder will submit to the Executive a copy of the engineer's certificate for any structure as well as a final set of plans which will be stored by Wings Park.

4.5. **CONTRACTOR'S RULES & GUIDELINES**

- 4.5.1. Contractors may only enter the Wings Park premises through the designated contractor's gate and must travel the shortest route internally directly to the work site. Contractors should only allow their vehicles to drive to the side of any Taxiway and extra caution taken in wet ground so as to avoid making tracks in the soil.
- 4.5.2. Contractors must ensure their employees do not roam around the Wings Park grounds and remain localized to the designated building site

and all contractors are to wear contractor clothing or branding and / or identification tags.

- 4.5.3. No open fires are allowed in and around the building site.
- 4.5.4. No building materials and equipment is allowed to be left on the taxi ways. No sand, stone or concrete may be mixed or located on any taxiway and must be contained within the building site.
- 4.5.5. The Building site must be kept clean and tidy.
- 4.5.6. Contractors are to ensure that suppliers delivering materials comply with the same standards.
- 4.5.7. Once the building is complete, the Contractor must remove all rubble, excess sand and stone, waste materials and clean up the building site.
- 4.5.8. Contractors allowing their staff to camp on the building site must ensure that their staff remain located within the designated building site.
- 4.5.9. Contractors must provide an onsite portable toilet facility for their staff.
- 4.5.10. All required health and safety equipment needs to be on hand to ensure Wings Park and contractors are safe in accordance with the relevant operational health and safety act of South Africa.

5. MAINTENANCE OF PRIVATE BUILDINGS AND STRUCTURES

- 5.1. All private building and structures and the allocated plot grounds must be maintained sufficiently to provide Wings Park with an acceptable aesthetic appearance. Should the Executive in their discretion determine that any such structure or the grounds become aesthetically unacceptable, they will notify the shareholder involved in writing to remedy the situation.
- 5.2. Should the respective shareholder not remedy the situation within 14 days of notification or be granted a written extension of time by the Executive, the Executive will have the necessary actions / maintenance done by outsourcing to an independent contractor and the shareholder will be held liable for the costs.

6. SHAREHOLDER'S ALLOCATED SITES

- 6.1. Each shareholder will lease a designated portion of the land as depicted on Annexure "C" of the shareholder's agreement which annexure is updated from time to time as shares might change hands, and the shareholder may erect a hanger thereon according to the following terms and conditions:
- 6.2. The monthly rental payable will be specified by the Executive and will escalate on an annual basis at their discretion and is tabled in the levy section later in this document.
- 6.3. Any improvements erected on the leased portion, shall be subject to the Executive's pre-approving the building plans as per the describe process outlined earlier in this document. Any construction or building shall comply with the Municipal bye-laws. It remains the responsibility of the shareholder to ensure that there is no contravention of any municipal by-laws. It must be expressly stated that the purpose of the leased land is to erect a hanger containing recreational facilities and not residential accommodation.
- 6.4. The materials, type and design of the building / construction shall be subject to the pre-approval of the Executive, who shall be required to ensure an acceptable standard of construction and design.
- 6.5. Due to the statutory laws governing South Africa, a lease must be less than ten years. The leased period shall therefore be nine (9) years and eleven (11) months and such lease will be renewed at the discretion of the Executive with right of first refusal given to the incumbent tenant.
- 6.6. Any improvements erected by the shareholder on their allocated leased portion will remain their asset. Should the shareholder wish to sell their shares in the Company, any improvements done by the shareholder on the leased portion of ground will be attached to those share(s) and accrue to the benefit of the new party buying the associated share(s).
- 6.7. The rent shall be payable on the 1st day of each month or within 7 days of being presented an invoice. In the event of the member failing to pay the rent, and failing to rectify the member's default after thirty (30) days written notice from the Company, the Company shall be entitled to terminate the Lease Agreement and require the member to vacate the leased premises. The Company will then have the right to sell of the improvements to recover



any costs and will re-imburse the shareholder fair market value for the improvements minus any monies outstanding and other costs incurred.

- 6.8. The leased portion is leased "voetstoots" and the member is required to provide his own services to the site, which services are to comply with the requirements of the Executive. Electricity connection will be supplied to each site, but the consumption cost will be for the shareholder's account.
- 6.9. The shareholder indemnifies the Company against any claim which the shareholder may have, relating to the leased portion and the improvements erected thereon, howsoever caused, and whether by the negligence of the Company and/or its employees and/or its agents. The shareholder shall ensure that his use of the leased portion does not interfere with or constitute a nuisance to other shareholders of the Company.
- 6.10. Conditions of use for aircraft - Based aircraft storage requirements:
- 6.10.1. An Airpark-based aircraft shall only park at its based location hanger, its "slot".
- 6.10.2. The maximum number of aircraft that may be lawfully based at an airpark hangar is calculated by the number of aircraft that can physically and operationally fit into the hangar area at any one time if all based aircraft were present.
- 6.10.3. A slot is considered occupied by a based aircraft for a minimum of two weeks.
- 6.10.4. Replacement aircraft may be substituted for a slot aircraft only if the Executive approves a replacement aircraft.

7. MAINTENANCE STANDARDS

7.1. Maintenance of property:

- 7.1.1. Persons owning, occupying, leasing, managing or otherwise controlling airpark property shall maintain that portion of said property in a condition of repair, cleanliness and general maintenance of a high standard.
- 7.1.2. Any person desiring to perform new construction, demolition, or excavation near an airpark taxiway area shall notify the Executive and coordinate safety-related items at least forty-eight (48) hours prior to commencing any work.

7.1.3. Except in accordance with subsection (a), no person shall make any alterations to any airpark taxiway area or other property located in, on, under or about any airpark taxiway safety area without prior notification to the Executive and obtaining any other required permission

7.1.4. Wings Park Executive may remove and impose storage, removal and transfer charges upon any property unlawfully located in an airpark taxiway area or any other area not specifically assigned to a shareholder. Wings Park may clean up any material unlawfully spilled, placed or otherwise deposited in an any airpark area and may charge the responsible person(s) for the cost of the cleanup, and/or any required environmental remediation.

7.2. Wings Park Facilities maintenance

The Executive is responsible for all facilities maintenance within Wings Park in accordance with their assigned mandate.

8. PARK RULES

Right of admission to the Company premises is reserved and the Executive have the final decision on who may or may not be admitted to the Company premises.

8.1. CONFLICTING LAWS, ORDINANCES, REGULATIONS AND CONTRACTS.

8.1.1. In any case where a provision of these regulations are found to be in conflict with any other provision of these regulations adopted hereunder or in conflict with a provision of any zoning, building, fire, safety, health or other ordinance or code of the City, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

8.1.2. In cases where two (2) or more provisions of these regulations are in conflict, the most stringent or restrictive shall prevail.

8.1.3. It is not intended by these regulations to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws or ordinances, except those specifically repealed by these regulations, or to excuse any person from performing obligations to the City under any lease or other contract.

8.1.4. No existing contract, lease agreement, or other contractual arrangement, nor any payment or performance hereunder, shall excuse full and complete compliance with these rules or regulations. Compliance with these regulations shall not excuse full and complete compliance with any obligations to the City under any existing or future contract, lease, agreement or other contractual arrangement.

8.1.5. Compliance with these regulations does not excuse failure to comply with any other law.

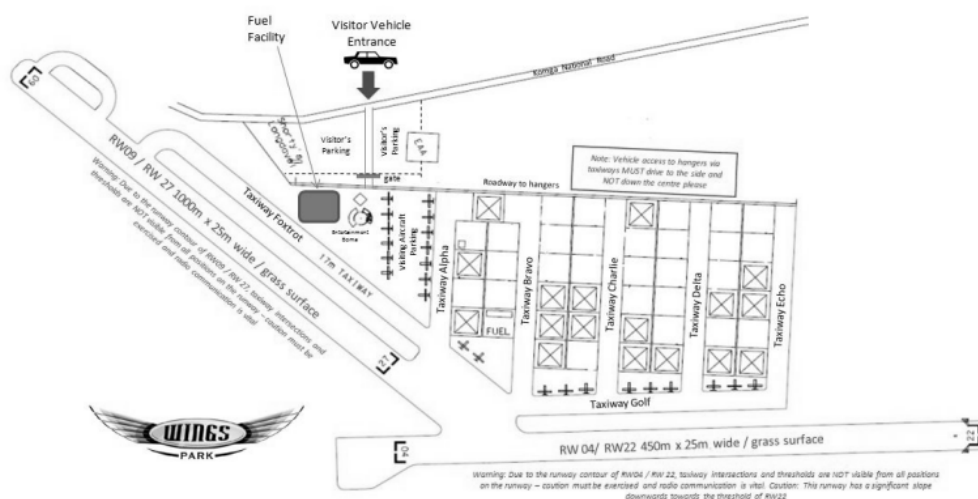
8.1.6. Any rule found in this document is not exclusively applicable to the heading under which it may be found, but may also apply to any other heading where it may be applicable, even though it is not expressed as such.

8.2. COMPLIANCE WITH LAW.

All persons engaged in any aeronautical activities or commercial aeronautical activities in the airpark shall comply with all applicable requirements concerning such activities. Any commercial operation that functions in any way or form at Wings Park, requires the written approval of the Executive. Such approval will outline the terms and conditions of such approval.

8.3. AIRSIDE

The highest standard of vigilance must be maintained by all parties in the airside area.



8.3.1. Airside Definition

The runways (RW09 / RW27 and RW04 / RW 22) are considered as airside along with Taxiways Foxtrot and Golf.

Only aircraft are permitted in these areas. No vehicles may access or use these areas without the written permission of the Executive with the exception of the Wings Park maintenance vehicles and emergency vehicles. (Under emergency conditions, normal vehicles may be used in such instances)

8.3.2. Pedestrian Access to Airside

No pedestrians are allowed in the airside area. Certain individuals may be authorized on foot inside of the airside area if mandated by the Executive, but these individuals must wear a dayglo vest. Flight Instructor's during solo check rides are allowed pedestrian access to the airside area, but must wear a dayglo vest. For special occasions like spot landing conditions, the executive may approve more liberal pedestrian access to airside areas, but only on condition that the event organizers assume full responsibility of managing the airside area and safety. Under certain conditions, model aircraft pilots may access airside areas, but subject to the conditions as described later in this document under the heading "Model Aircraft"

8.4. INDEMNITY PROTOCOL

Any person entering Wings Park must familiarize themselves with the disclaimers and indemnity boards that appear at the entrance. All pilots must download the indemnity form from the "web site" which may be found here: <http://www.wingspark.co.za/wings/downloads/INDEMNITY.pdf>

This indemnity form must be completed, signed and submitted to Wings Park before any pilot may fly to or from Wings Park.

8.5. RIGHT OF WAY

Aircraft have the right of way under all circumstances, followed by pedestrians and lastly motor vehicles or recreational vehicles.

8.6. TAXIING & AIRCRAFT MOVEMENT PROTOCOL

8.6.1. Taxiway wingspan restrictions and indemnification:

Wings Park recommends that aircraft operators only operate aircraft in areas of the airpark taxiways that are suited to the wing span of the aircraft being operated. Wings Park assumes no liability for damage or

loss, including aircraft operation in areas where aircraft wingspan exceeds a suitable maximum wingspan. Any such operation or resulting damage is solely at the risk of the aircraft operator, and said aircraft operator, shall defend, indemnify and hold harmless Wings Park from any damages or losses resulting from said operation.

8.6.2. Running of aircraft engines:

Aircraft engines shall only be run at idle except as may be necessary for safe taxiing operations or minimal preflight testing. All engine run-ups for maintenance testing purposes shall be performed in a designated engine run-up area.

8.6.3. Exhaust and propeller blast:

No aircraft engine shall be started or aircraft taxied in an airpark taxiway area or at any location where the exhaust or propeller blast may cause injury to persons or do damage to property or parked aircraft.

8.6.4. Taxiing of aircraft.

No person shall taxi an aircraft without first taking all necessary precautions to prevent a collision with other aircraft, persons, or objects. No person shall taxi an aircraft except on areas designated for taxiing and all taxiing shall be done in a safe manner. If it is impossible to taxi aircraft in compliance with this section, then the engine shall be shut off and the aircraft towed to the required location.

8.6.5. Advisory prior to taxiing.

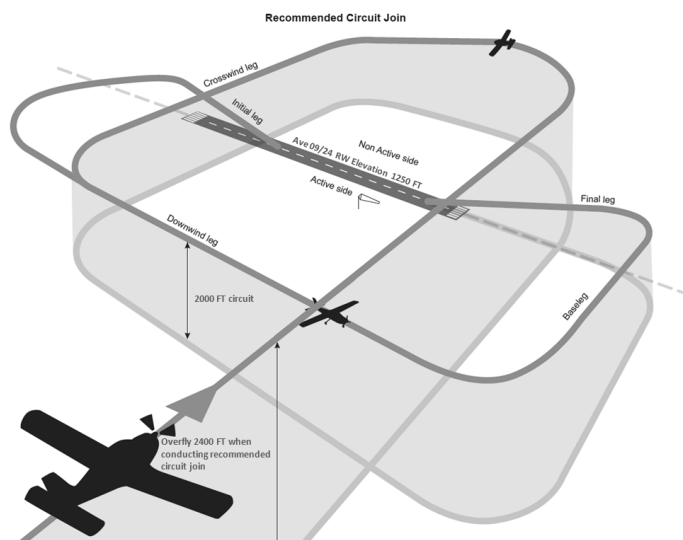
Prior to aircraft taxiing in an airpark taxiway area, the operator shall broadcast on the correct frequency (Presently being 125.2 MHz) their intentions whilst maintaining a listening watch for any other aircraft movements. Aircraft may NOT enter any runway unless the pilot / operator has ensured that there is no active traffic on that runway.

Aircraft with faulty or without radio equipment may NOT operate or function at Wings Park.

8.7. FIELD JOINING PROCEDURES & TRAFFIC PATTERNS

8.7.1. All aircraft are required to follow the unmanned VFR joining procedure for Wings Park which is illustrated below:- *(Note: Application is being made to ATNS to prescribe the correct altitudes to be used in the*

special rules area – until then, altitudes used must be on instruction of ATC or at the pilot's own discretion)



8.7.2. Aircraft must call at least 5 miles before overhead the airfield and state their intentions.

8.7.3. Should ATC require the pilot to remain below the TMA, then the overhead height will need to be adjusted to the highest possible height while maintaining compliance.

8.7.4. Wings Park prefers the use of standard left hand circuits, except in the case where wind conditions require lighter aircraft to use right hand circuits due to terrain induced turbulence. In such cases, once an individual has established a right hand circuit, all aircraft are to follow the same pattern until the circuit area is clear of all aircraft. (Simultaneous use of left and right hand circuits is not allowed). It is also imperative to use radio communication to separate faster and slower traffic in circuit.

8.8. PROXIMITY AIRSPACE AND COMMUNICATION

The mandated radio procedure and operation as prescribed in air law must be observed at all times. It must be understood that although Wings Park falls within the special rules area below FAEL TMA, there is a likelihood that visiting aircraft could be on TIBA 124.8 Mhz and therefore a careful visual watch is required. Approaching aircraft must call at least 5 miles before overhead the airfield and state their intentions.

8.9. HELICOPTER ACTIVITY

- 8.9.1. No helicopter landing or taking-off in the airpark shall obstruct the taxiway area at any location where the exhaust or rotor down wash may cause injury to persons or do damage to property or spread debris on an airpark taxiway safety area, aircraft parking and/or staging area.
- 8.9.2. No helicopters are permitted to hover over any section of the runways as this causes damage to the top soil.
- 8.9.3. Visiting helicopters and Wings Park helicopters must make use of the designated helipad area for all activities.
- 8.9.4. Wings Park based helicopters may only transition over the hanger area in a fashion as to cause minimal down wash to hanger properties and should avoid such areas wherever possible in the course of flying to/from their home hanger.
- 8.9.5. Helicopters moved into a taxiway from their home hanger may not stay on the taxiway for longer than 10 minutes.
- 8.9.6. No helicopter may be operated from or stored in any hanger without the written permission of the Executive. Such permission will take into account the surrounding construction and neighbor hangers and the effect that rotor wash will have on them and will outline the terms and conditions where permission is given. The Executive reserves the right to withdraw any such permission.
- 8.9.7. It is preferred for any helicopter operator to use a mobile helipad that will allow the helicopter to land away from the hanger area and to be towed to and from the hanger.
- 8.9.8. Helicopters may land on the refueling hard stand for the express purpose of refueling their aircraft. Visiting helicopters or any helicopter used for frequent flights once removed from a hanger must use the demarcated helicopter landing pad areas.

8.10. LANDING AIRCRAFT REQUIREMENTS

- 8.10.1. Any landing aircraft must be airworthy and the pilot in command needs to have first completed the prescribed indemnity form before attempting to land at Wings Park. (A blanket indemnity form is available for pilot's who wish to make frequent use of Wings Park)

8.10.2. The pilot in command is entirely responsible to determine the suitability of the runway and Taxiways and effects that wind and weather and whether or not the runways are waterlogged, etc... The pilot in command is also responsible for their passengers on board their aircraft and must ensure that all passengers stay within the rules of the park at all times.

8.10.3. As Wings Park is a private airfield facility, pilots who have signed and submitted their indemnity form may use the runways and taxiways, but indemnifies Wings Park, it's management and shareholders from any responsibility and liability in the case of an incident or accident.

8.11. NIGHT FLYING

No night flying facilities exist at present at Wings Park. Any aircraft operating using night flying rules do so at their own discretion and only in the case of aircraft and pilots who are night rated and familiar with the airfield and surrounds. (For example, an early departure prior to legal sunrise)

8.12. FLYING CLUBS & FLIGHT INSTRUCTION

8.12.1. Only flying schools who have written approval from the executive may operate from Wings Park. The written approval will prescribe the manner in which training is to be conducted and will impose any restrictions if required. All students being trained by a resident flight school are mandated to join the "Wings Park Membership" scheme.

8.12.2. Flight instruction must be done with the utmost of safety at all times. Instructor's should also be mindful that this airfield serves the interests of the shareholders and therefore apply sensitivity to not hog the circuit pattern area, etc... At present, full training is allowed at Wings Park, but should the traffic movement increase considerably, then the executive reserves the right to restrict training movements by banning "touch 'n goes" at the airfield.

8.13. ACCIDENT / INCIDENT REPORTING & PROCEDURES

Any persons involved in an aircraft accident or incident occurring in an airpark taxiway area or any airside area shall make a full report thereof to the Executive as soon after the accident as possible but in no event later than the time required for reporting the accident to the SACAA or to any other governmental agency, or within forty-eight (48) hours of the accident, whichever is sooner. The report shall include the names



and addresses of the persons involved, and a description of the accident/incident and its cause. When a written report of an accident/incident is required by state law, regulation, or agency, a copy of such report shall also be submitted to the Executive.

8.14. SAFETY OFFICER AND MANDATE

The appointed safety officer at Wings Park has the assigned powers to make any decision or take any action that is deemed in the express interests of safety which will include the right to deny an aircraft from landing, operating or departing at Wings Park. Any decision made by the safety officer may be challenged by a written application to the Executive, whereby the ruling will be examined and a final decision to enforce or overrule will be imposed. Any contravention by any individual to blatantly ignore an instruction from the safety officer, will be immediately suspended from having access to Wings Park and asked to leave the premises, irrespective of whether they are a shareholder, member or visitor.

8.15. MODEL AIRCRAFT

No model aircraft may be operated from Wings Park without the prior approval of the safety officer, which consent will only be granted where a vigilant radio listening and visual watch is kept for approaching traffic. In any case, full size aircraft have the immediate right of way and once it is established that an aircraft is approaching the airfield, or an aircraft on the airfield has started their engine, all model aircraft must be immediately grounded and removed from the landing and taxiway areas. All model aircraft pilots and assistants must wear dayglo vests before entering any airside areas.

8.16. GROUNDS

8.16.1. Self-services

8.16.1.1. Persons are permitted to fuel, wash, repair, paint, or otherwise service their own based aircraft, provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with these regulations and all applicable laws. (Any service provided to others is deemed commercial and requires Executive approval in writing)

8.16.1.2. Airpark aviation operators may hire an individual to provide, under the direction and supervision of the airpark aviation operator, services only on their based aircraft.

8.16.1.3. Aircraft maintenance.

Maintenance of aircraft in the airpark shall only be conducted on based aircraft parked at their respective based location.

8.16.2. Explosives and radioactive substances.

8.16.3. No person, except a sworn law enforcement officer, a security officer contracted by a government agency, or member of the Armed Forces of South Africa on official duty, shall possess any explosives in the airpark.

8.16.4. Without the Executives prior written approval, no person (other than those in the above-expected classes) shall store, keep, handle, use, dispense or transport at, in, or upon Wings Park any:

8.16.4.1. Explosives, other than those approved by the Civil Aviation Authority as necessary for air craft operation and maintenance, or

8.16.4.2. Radioactive substance or material (except for minimum amounts of radioactive sub-stances, such as radioactive paint illuminating instrument dials).

8.16.5. Only licensed guns and hand guns owned by shareholders may be brought onto the premises and are restricted to being on their person or in a suitable safe facility within their hanger as mandated by law.

8.16.6. No firearm may be discharged on Wings Park premises except in any specific area designated for that purpose.

8.16.7. Pellet guns may only be used in vermin control around hanger areas, otherwise they may only be used in any specific area designated for that purpose.

8.17. **OBSTACLES.**

8.17.1. No vehicles, aircraft or other objects may be parked, temporarily stored or left standing on any airpark taxiway area.

8.17.2. The Wings Park Executive or Safety Officer may cause to be removed from any airpark taxiway area any vehicle or aircraft which is disabled, abandoned, parked in violation of these regulations, or any and all objects or other obstacles which present a hazard to aircraft, at the

owner's or operator's expense and without liability for damage which may result in the course of such removal.

8.18. **AIRFIELD SECURITY.**

Any person who accesses the airpark area shall be responsible for their actions and all actions of any person to whom they provide access, whether directly or indirectly, and shall defend, indemnify and hold harmless Wings Park from any damages

8.19. **GATE ACCESS DEVICES.**

8.19.1. Only those persons who have been provided a gate access device to obtain access to the park shall use said device and shall not divulge, duplicate or other-wise distribute the same to any other person, unless said persons are authorized by the aircraft owner to operate the registered aircraft with the assigned gate access device.

8.19.2. If a gate access device is found in the possession of an unauthorized person, the device shall be confiscated by the Executive.

8.19.3. The Executive may deny the issuance of, or demand the return of, a gate access device for violations of the Airfield Rules and Regulations, and/or these regulations.

8.19.4. Aircraft owners/operators shall not store their gate access device in an aircraft if parked overnight outside of a locked hanger, unless the gate access device is stored within a locked and/or concealed location within the aircraft.

8.20. **ROADWAYS**

8.20.1. Control of vehicles.

No person shall operate or park a vehicle in an airpark taxiway area in a manner prohibited by signs, pavement markings, or other signals posted by Wings Park or by rule and regulations established under this article. The Wings Park Executive has plenary power to regulate or prohibit any class or type of vehicle or any other type or class of wheeled vehicle or other form of transport that operates at Wings Park.

8.20.2. Travel in airpark taxiway areas.

Travel through the access gate by a vehicle or pedestrian not authorized by the Executive shall be prohibited. All vehicles,

pedestrians and any other persons in an airpark taxiway area shall yield the right-of-way to aircraft and will immediately exit the taxiway area to allow aircraft to pass unimpeded. No person shall enter any Wings Park airpark area posted as being closed to the public, except with the consent of the Executive. Air-park taxiway areas shall only be used by authorized vehicles, which include all Wings Park maintenance vehicles, fuel trucks, and other vehicles as authorized by the Executive and shall only be used by shareholders, invited guests and members under the following conditions:-

- 8.20.3. To transit to or from a shareholder's hanger using the shortest route from the access road and the vehicle will only be driven to the side of the taxiway – NOT DOWN THE CENTRE.
- 8.20.4. Only shareholders, members or pilots that need to pick up / offload or park their vehicles overnight are to drive directly to the hangers. Where possible, day pilots, members and visitors are to park in the designated parking area and walk to the hanger destination.
- 8.20.5. Quad bikes, motor cycles, people movers and recreational vehicles are to use the taxiways only where necessary to commute between hangers and to avoid the middle section of taxiways as much as possible.
- 8.20.6. Individuals using any type of vehicle for "pleasure rides" must avoid taxiways all together and keep only to the service roads and designated riding areas.
- 8.20.7. Visitors vehicle are to park in the allocated visitor's parking area outside the controlled entrance gates. Should a shareholder wish to allow a visitor's vehicle to drive to their private hanger, then such shareholder must escort the visitor from the entrance gate via the allocated roadway to the respective taxiway feeding their hanger and all vehicles to remain to the side of the taxiway. Visitor's vehicles may not park in the taxiways. Should a visitor's vehicle not be able to be parked within the allocated shareholders plot area or inside their hanger, then the vehicle must be returned immediately to the designated visitors parking area.

8.21. SPEED LIMITS

- 8.21.1. All vehicles in an airpark taxiway area shall be operated in strict compliance with all posted or advised speed limits. The maximum speed limit for all vehicles in an airpark taxiway area is fifteen (15) Kilometers per hour, or less if required to ensure safe operation.
- 8.21.2. The speed limit on all other roadways within the airpark is Thirty (30) Kilometers per hour, or less if required to ensure safe operation.

8.22. TAXIWAYS

- 8.22.1. The speed limit for any motor or recreational vehicle is described in the paragraphs above. Taxiways are designed primarily for aircraft movements and as such, aircraft have the absolute right of way. Pedestrians must be aware of the fact that aircraft have the right of way. It is the responsibility of shareholders and members to ensure that any person including visitors and children are aware that aircraft will not be looking out for them.
- 8.22.2. Any pilot or operator of an aircraft must use discretion when operating an aircraft on a taxiway. No aircraft may be parked on any part of a taxiway and an aircraft that is positioned on a taxiway ready for start must be moved within 5 minutes and may only be located on the taxiway should there be no blockage provided to other traffic that require immediate use or use in the short term. Aircraft with their engines on have the right of way.
- 8.22.3. No aircraft movements with propeller's rotating may be performed unless the pilot is suitably qualified and type rated and has first communicated intentions by radio and it has been determined that it is safe to proceed.

8.23. PARKING

- 8.23.1. General and public parking areas are available for motor vehicles and such vehicles are to be either parked at these locations, or on shareholder's allocated grounds / hangers.
- 8.23.2. Aircraft that are parked at Wings Park may only be parked in designated areas and if the pilot / operator leave the venue, then the aircraft must be tied down and wind considerations taken into account. All parking is done so entirely at the aircraft owner / pilot or operator's risk and the Executive will hold responsible aircraft owner / pilot or

operator should their aircraft cause any damage to any other aircraft or property at Wings Park, including damage caused by their aircraft being blown into other assets.

8.24. NATURE RESERVE SECTIONS AND GATES

8.24.1. The nature reserve is reserved for shareholder's use only and may only be accessed by shareholders and their invited guests. The reserve section gates must remain closed at all times as the gates and fence provide a form of animal control for the airside section.

8.24.2. Any individual who enters the nature reserve section must do so in such a manner as to conserve nature and the environment as much as possible.

8.24.3. Wherever possible the gates must remain locked.

8.25. QUAD BIKES, MOTORCYCLES AND OTHER POWERED VEHICLES

8.25.1. Recreational vehicles may only be operated by individuals who are capable and familiar with their operation and in the case of guests and minors, have been adequately trained and have the necessary experience to operate them.

8.25.2. The maximum speed limit for all vehicles in an airpark taxiway area is fifteen (15) Kilometers per hour, or less if required to ensure safe operation. (Use of the taxiway area is described in an earlier paragraph)

8.25.3. The speed limit on all other roadways within the airpark is Thirty (30) Kilometers per hour, or less if required to ensure safe operation.

8.25.4. Any individual or passenger operating or being transported on a recreational vehicle does so entirely at their own risk.

8.25.5. Any motorized vehicle activity within the nature reserve section must be done in such a way as to preserve nature and the environment.

8.26. DOGS & ANIMALS

8.26.1. No person shall enter the airpark common / public areas with a dog or other animal unless restrained by a leash or properly confined as determined by the Executive. Any animal that is left on a permanent basis at Wings Park must first receive permission from the Executive in writing. Such permission will outline the terms and conditions of the allowance as well as the degree of confinement and will not diminish



the animal owner's responsibility and liability for the animal. The Executive reserves the right to revoke any such permission at any stage in the interests of safety.

8.26.2. Any individual who is in control of an animal at Wings Park must take into account that aircraft have the right of way and that animals present a huge risk to the safety of aircraft movements.

8.26.3. No dangerous, aggressive or vicious animals are allowed at Wings Park – even if they are restrained.

8.26.4. The owner of any dog or animal will be held responsible for any harm / damage to individuals, assets or aircraft involving the animal no matter how the damage was caused.

8.27. ADVERTISEMENTS

No person shall post, distribute or display signs, advertisements, circulars, printed or written matter at Wings Park without written permission from the Executive.

8.28. COMMERCIAL PHOTOGRAPHY

No person shall take still, motion or sound pictures of or on the airpark for commercial purposes without first receiving duly authorized written permission from the Executive.

8.29. DAMS & SWIMMING

Only dams that are designated swim areas may be used for this purpose. Some dams are provided only for the use of cattle and therefore swimming is discouraged.

8.30. FISHING & HUNTING

Hunting is prohibited at Wings Park. Only dams that are designated for fishing may be used for this purpose

8.31. CAMPING

8.31.1. Camping will only be allowed in the designated camping areas. No fires may be made for any purpose whatsoever aside from designated braai areas.

8.31.2. Camping will only be allowed by permission of the Executive and based on terms and conditions for any respective camping site. The camping fees involved as well as terms and conditions of camping will be dictated by the Executive.

8.32. DESIGNATED RECREATIONAL AREAS

Recreation activities of type or sorts will only be allowed in the designated recreation areas. The Executive will assign and demarcate these areas.

8.33. SMOKING & FIRES

8.33.1. No smoking shall be permitted:

8.33.1.1. Within fifteen (15) meters of aircraft, fuel truck, and/or fuel storage areas; and

8.33.1.2. Where specifically prohibited by Wings Park.

8.33.1.3. In any area or place that could pose as a fire hazard.

8.33.1.4. Inside the boma area.

8.33.2. No fires are to be lit, except in designated braai areas or personal hanger braai facilities. No bonfires may be lit without the express permission of the Executive and only after due care is taken to contain the fire from spreading.

8.34. DISPOSAL OF GARBAGE, WASTE AND MATERIALS

Airpark property owners, airpark aviation operators, employees, tenants, users, or visitors in the airpark shall dispose of all waste in the appropriate waste containers. Waste water shall not be disposed of in storm water drainage or dirt/grass areas under any circumstances. Waste water may be disposed of in septic / sanitary sewer or sink drains, unless the waste water contains petroleum or hazardous materials or hazardous waste. No petroleum products, industrial waste matter, batteries, or other hazardous material shall be dumped or otherwise disposed of at Wings Park.

9. VISITORS

9.1. SHAREHOLDER'S RESPONSIBILITY

9.1.1. Any person other than a shareholder or their immediate family shall be considered a visitor to Wings Park. In the case of Wings Park members under the membership scheme, their conduct and responsibilities will be prescribed by the membership guide and they will be bound to the terms and conditions thereupon.

9.1.2. Any other visitor to Wings Park is as per invite of a member or shareholder to accompany them at all times and as such, the relevant member / shareholder will be held responsible for the visitor's conduct and needs to brief each visitor on the safety and rules prescribed by Wings Park and the executive.

9.2. VISITOR'S ACCESS & PARKING

Wherever possible, visitors are to park in the visitor's designated parking area and escorted by a member / shareholder to their relevant destination. No visitor may wander on their own around Wings Park.

9.3. SAFETY CONSIDERATIONS

At all times, safety for persons and property is of key concern. If any person (Shareholder / member or visitor) observes any act by another individual that is deemed unsafe or could result in damage to property, irrespective of who that individual might be, they need to immediately confront that individual and if necessary report the matter to the Wings Park safety officer.

9.4. VISITING AIRCRAFT

9.4.1. Non-facility based aircraft (i.e. transient or visiting aircraft based in another location) may only access the airpark upon the prior submission of a signed indemnity form. (The form may be downloaded from the Wings Park web site.)

9.4.2. Only designated airpark facilities with aircraft staging / parking areas located outside of the taxiway area may receive visiting aircraft unless the aircraft can be immediately placed in a vacant hangar and not cause another based aircraft at that location to park in the taxiway area.

9.4.3. Visiting aircraft may not remain overnight more than five (5) consecutive calendar days without the written permission of the Executive. The airpark aviation operator / shareholder receiving the visitor must notify the Executive in writing via email in advance of the visiting aircraft's arrival and length of stay if it exceeds a two night stay.

9.4.4. Full compliance by the visiting aircraft and their crew/passengers and the airpark aviation operator is required with these regulations and all other regulation pertaining to Wings Park as outlined in this document.

9.4.5. Wings Park imposes a landing fee on all visiting aircraft. Such landing fees will be waived upon one of the following conditions:-

9.4.5.1. The visiting aircraft purchases fuel from the Wings Park fuel station.

9.4.5.2. Wings Park is hosting an open day or club related function and the Executive has authorized the waiver of all landing fees.

9.4.5.3. The Executive provides the pilot / operator with a written indemnity from landing fees.

9.5. PARKING AND TIE-DOWNS

9.5.1. Visiting aircraft may only park in designated parking areas. Visiting pilots / operators must take into account wind speed and direction in parking their aircraft as well as potential wind conditions for the duration of their stay.

9.5.2. Any visiting aircraft that will overnight at Wings Park that is not parking inside a shareholder's hanger must be tied down with suitable equipment. All parking is done solely at the risk of the visiting aircraft pilot / operator / owner.

10. THE BOMA

10.1. SHAREHOLDER'S RIGHTS

All shareholders and their immediate families have access to use the Boma facility on a "shared basis", meaning that any shareholder or invited guest has simultaneous access. The Boma facility is therefore open to any shareholder and their invited guests. In the case of "shared basis" use, Wings Park will provide the cleaning services at the end of a week-end. If the facility is used prior to the Sunday, then the shareholders using it must clean up after themselves.

10.2. FAMILY FUNCTIONS

10.2.1. Family functions are reserved for functions pertaining Shareholders and their immediate families. (e.g. Birthday Parties). In such instances, application to reserve the facility for a specific date must be made in writing to the executive, who will consider any other activities /requests and will provide permission in writing. Friday evening and Sunday bookings will be reserved wherever possible for "shared basis" use to the benefit of all shareholders.

10.2.2. Shareholders reserving the Boma must be aware that they are fully responsible for the conduct of any persons visiting the facility as well as thoroughly cleaning the facility afterwards.

10.2.3. Visitors must be limited to the boma and immediate surrounds. Smoking is not allowed in the boma and smoking is only allowed on the boma decks and outside braai areas. Visitors are prohibited from wandering towards the refuel bay facility.

10.2.4. In the case of a children's party, sufficient adult supervision must be present at all times to contain the visitor's to the boma and designated areas.

10.3. ORGANISED EVENTS

10.3.1. The organizers of any organized event needs to put their proposal in writing to the Executive, who will respond in writing with the necessary consent as well as specific terms and conditions that will be imposed. The organizers are responsible for the cleaning of the boma and related facilities during and after the event.

10.3.2. In the case that an event involves use of taxiways and runways, then the entire defined applicable facility will be "handed over" to the organizers for the duration of that event (a start and end time will be stipulated by the executive). Safety considerations will therefore be carried by the organizers of the event and their safety officials will be responsible to ensure that the Wings Park rules are abided by and any relaxation of any rule will be controlled by the organizers who assume full responsibility.

10.3.3. The Executive reserves the right to cancel any event before or during the event if it is deemed in the interests of protecting the shareholders interests.

10.4. VENUE FOR HIRE

No Wings Park facility is available for hire at the present time.

11. NOISE CONSIDERATIONS

11.1. AIRCRAFT

Aircraft have the right of way and use of Wings Park. Aircraft noise is therefore permissible at all times for the purpose of flight and pre-flight.

11.2. RECREATIONAL VEHICLES

All recreational vehicles should have reasonable mufflers fitted to reduce ambient noise. General noise should be kept to a minimum after dark.

11.3. MUSIC & PARTIES

11.3.1. Organised events at the Boma will be allowed unlimited noise of music or public address for the duration thereof. (These hours will be specified in the terms and conditions letter issued by the Executive). “Shared use” parties at the Boma will restrict noise to the rest of the park to a minimum after 11pm in the evenings.

11.3.2. Any music or noise created by any individual in any hanger facility must be done in such a way as to be sensitive to the co-existence of neighboring hangers and other facilities.

12. HANGERS

12.1. SANCTIONED USE AND MUNICIPAL ADHERENCE

12.1.1. Hangers and the activity contained therein must be aviation related or for approved storage (The Executive must issue written permission to use the hanger for purposes other than aviation related activity)

12.1.2. All Hangers and activities therein must not be in contravention to any municipal law or bylaw. The area on which the hangers currently exist is covered by a “departure consent” and application is in place to rezone the space to “Transport”. Wings Park is therefore not a residential facility and shareholders must be mindful of this aspect at all times. It is the responsibility of each shareholder to ensure adherence in this regard.

12.2. INSURANCE CONSIDERATIONS

The Executive will arrange suitable insurance cover for communal facilities where applicable as well as 3rd Party liability cover. It is up to each shareholder to arrange their own insurance for their assets and structures that can be found on their “allocated plots” as well as any liability for damaged caused to a neighboring hanger or building in the event of a fire or explosion.

12.3. RENTING OUT HANGER SPACE

12.3.1. Shareholders may rent out hanger space to other parties, but on the following terms and conditions:-

12.3.2. Any renting party is mandated to join and remain active on the Wings Park membership scheme.

12.3.3. Any levy pertaining to an aircraft in the rented hanger space is subject to the aircraft levy as imposed by the Executive. The hanger owner (shareholder) is responsible for this levy and in turn must collect it from the lessee.

12.3.4. The shareholder leasing / renting out any hanger space remains responsible for the conduct and actions of their tenant(s) and must ensure that their tenant is familiar with the Wings Park rules.

12.3.5. The Wings Park executive reserves the right to “force terminate” any such rental / lease agreement with any party in the interests of safety and/or protecting the interests of the collective majority of shareholders at Wings Park. Such decisions will be binding and this consideration must be written into all / any rental / lease agreements made between hanger owners and their tenants.

12.4. COMMERCIAL USE OF HANGERS

No commercial activity may take place at Wings Park or within any hanger without the prior written permission of the Executive. Such permission will be reduced to writing and will prescribe the relevant terms and conditions.

13. WINGS PARK EQUIPMENT

13.1. PERSONAL USE BY SHAREHOLDER'S

Certain assets owned by Wings Park may be used by individuals at Wings Park, but subject to the Executive’s approval. The Executive will also assign the prescribed rental rate / fee and terms and conditions as applicable. (e.g: The petrol water pump for building operations)

13.2. USE FOR ORGANISED EVENTS

Certain assets owned by Wings Park may be used by organizers for organized events at Wings Park, but subject to the Executive’s approval. The Executive will also assign the prescribed rental rate / fee and terms and conditions as applicable. (e.g: The tractor / trailer to offer children rides)

14. LEVIES AND FEES

This section is used to table the levies and fees which might change from time to time. The Executive reserves the right to make changes to these fees and to issue a minimum of 30 days notice of the changes.

14.1. **SHAREHOLDER'S LEVY**

This levy covers the lease of the exclusive piece of ground as well as the shared costs of the maintenance of the shared facilities and grounds. The current levy is **R300 per month** per share (Excl VAT)

14.2. **MEMBERSHIP LEVY**

This levy covers the use of Wings Park facilities as prescribed in the Wings Park Membership Scheme. The current levy is **R150 per month** per member (Excl VAT)

14.3. **LANDING FEES**

Free to Shareholders and Members. The current landing fee for visitors is **R50 per aircraft per instance** (Inclusive of VAT). Note that should a visitor purchase fuel from Wings Park fueling facility, then the landing fees are waived.

14.4. **ELECTRICITY USAGE**

Electricity usage is metered per allocated plot and Wings Park will bill each shareholder on their consumption use accordingly.

14.5. **PLOT GRASS CUTTING FACILITY**

Free at this stage.

14.6. **PAYMENT TERMS & CONDITIONS**

Fees due and invoiced are due for immediate payment.

15. **FUEL FACILITY**

15.1. **FUEL SAFETY.**

All transportation, storage and other handling of aircraft and vehicle fuel within the airpark shall be done safely and with minimal risk.

15.2. **AIRCRAFT FUEL SERVICING LOCATIONS.**

All aircraft fueling/defueling wherever possible shall be performed outdoors and away from hangers and other aircraft.

15.3. **REMOVAL OF GAS, OIL, GREASE, AIRCRAFT WASHING EFFLUENT, ETC.**

If there is a spill of gasoline, oil, grease, aircraft washing effluent or any material that may be unsightly or detrimental to an airpark taxiway area, the operator and owner of the equipment causing the spill shall immediately remove the spill and report it to the Executive. In addition, the tenant and

concessionaire are responsible for the spill and any remedial costs resulting there from.

15.4. OPERATIONAL PROTOCOL

15.4.1. The Executive will appoint “key holders”, who will be individuals trained to manage the refueling process. In due course, the Executive may appoint a full time person to perform the line function.

15.4.2. Fuel is available to all shareholders, members and visiting aircraft at reasonable times and by prior arrangement with a nominated key holder.

15.4.3. Wings Park reserves the right to refuse the sale of fuel to any person(s) without the need for a reason to be given.

15.5. FUEL PRICE CONTROL

The Wings Park Executive reserves the right to control and change the price of all fuels and oils and to do so within the legal framework of Government mandated price control if applicable. All price changes will be with immediate effect without Prior notice being given. The per liter unit price displayed on the pump at time of dispensing is the price to be paid.

15.6. SHAREHOLDER'S PRIVILEGES

Shareholders pay the same price for fuel at the indicated pump price as anyone else. Once the cost of the infrastructure has been recovered, the Executive may impose a rebate scheme for shareholders on the basis of a rebate on actual fuel purchased. Any type of scheme will be at the sole discretion of the Executive and will affect all shareholders equally.

15.7. PAYMENT TERMS & CONDITIONS

Fuel will only be pumped upon proof of an EFT deposited for large amounts. (Over 100 litres) Any amount under 100 Liters must be paid for by credit card upon fuel supply. Shareholders have the right to pump fuel and to EFT the funds within 3 days after transaction on their own cognizance. (The refueling slip to be marked with “F” before the fuel slip number and this number used in the EFT information field.

16. WINGS PARK MEMBERSHIP SCHEME

16.1. GENERAL

In terms of the founding vision for Wings Park, the provision of aviation related facilities was intended for a wider group than just the shareholders. In terms of good governance and the “users pays” principle, a membership

scheme is in operation which allows non-shareholders access under a defined set of terms and conditions to the use of facilities at Wings Park.

16.2. MEMBERSHIP CRITERIA

16.2.1. All shareholders and their immediate families are entitled to free membership. For the purposes of shareholders membership, syndicated shares will be limited to free membership for up to four part shareholders and their immediate families. (a part shareholder must be a bona fide part shareholder of a purchased share and their shareholding will be recorded by the Wings Park auditors)

16.2.2. Any individual who wishes to use the runways / taxiways at Wings Park needs to be a member of Wings Park to be exempt from landing fees.

16.2.3. Any student registered with a resident flying school at Wings Park is required to be a member.

16.2.4. Any individual who operates an aircraft or part share in an aircraft based at Wings Park is required to be a member.

16.2.5. Any individual who is part of the EAA chapter at Wings Park is required to be a member.

16.2.6. Any individual who wishes to make regular or frequent use of Wings Park aviation related facilities is required to be a member.

16.2.7. Any individual or their staff who operate a business / or offer services for profit at Wings Park is required to be a member.

16.2.8. The Wings Park Executive reserves the right to waiver the membership levy in respect of licensed flight Instructors who are active in the aviation community.

16.3. USE OF FACILITIES

16.3.1. Shareholders and their families enjoy the privileges outlined hereunder for members, but also have entitlement and further privileges that exceed those for members and those are described elsewhere in this document.

16.3.2. The use of facilities for members is as follows:-

- 16.3.2.1. Parking access in the parking lot (Vehicles may only be driven inside the Wings Park premises if the individual is driving to a hanger where their vehicle can be contained and they have shared use of that hanger)
- 16.3.2.2. Pedestrian access within Wings Park, covering all communal areas.
- 16.3.2.3. Full use of runways and taxiways in accordance with the rules as specified by Wings Park.
- 16.3.2.4. Use of the refueling facility in accordance with the rules as specified by Wings Park.
- 16.3.2.5. Access and use of the designated guest toilet and shower facility located at the rear of the boma.
- 16.3.2.6. Access to the boma and braai facilities during open events and whenever invited to join in by a shareholder. (A member cannot use or reserve the boma for a private event and cannot initiate use of the boma – a shareholder must always be present and initiate the boma's use)
- 16.3.2.7. Members immediate families are also entitled to accompany them to any of the access areas as described above.

16.4. RESTRICTED AREAS

- 16.4.1. The nature /game reserve section.
- 16.4.2. All non-communal designated area including shareholders hangers (unless invited by a respective shareholder)
- 16.4.3. Any special leased out area.

16.5. TERMS AND CONDITIONS

- 16.5.1. All members are subject to a monthly membership levy as prescribed in the schedule of levies, unless they are exempt as described in the membership criteria section above.
- 16.5.2. Membership fees are based on an annual subscription which may be paid either annually or quarterly in advance.

16.5.3. Membership is at the discretion of the Executive who reserve the right to withdraw membership or not grant membership at their sole discretion.

16.5.4. All members are to observe the rules for Wings Park as outlined in this document.

17. VISITING AIRCRAFT & PILOTS

17.1. MINIMUM COMPLIANCE REQUIREMENTS

17.1.1. The aircraft visiting must be legally airworthy.

17.1.2. The visiting pilot must be suitable licensed, current and holding the correct type ratings for the aircraft being operated.

17.1.3. All passengers must be looked after by the pilot in command at all times.

17.1.4. Any visiting pilot must familiarize himself / herself with the Wings Park rules and terms and conditions of use.

17.1.5. Any visiting pilot must at all times show exemplary airmanship.

17.1.6. No aircraft may be operated at Wings Park without a fully operational radio.

17.2. INDEMNITY

17.2.1. Non-facility based aircraft (i.e. transient or visiting aircraft based in another location) may only access the airpark upon the prior submission of a signed indemnity form. (The form may be downloaded from the Wings Park web site.)

17.2.2. Only designated airpark facilities with aircraft staging / parking areas located outside of the taxiway area may receive visiting aircraft unless the aircraft can be immediately placed in a vacant hangar and not cause another based aircraft at that location to park in the taxiway area.

17.2.3. Visiting aircraft may not remain overnight more than five (5) consecutive calendar days without the written permission of the Executive. The airpark aviation operator / shareholder receiving the visitor must notify the Executive in writing via email in advance of the visiting aircraft's arrival and length of stay if it exceeds a two night stay.

17.2.4. Full compliance by the visiting aircraft and their crew/passengers and the airpark aviation operator is required with these regulations and all other regulation pertaining to Wings Park as outlined in this document.

17.3. USE OF FACILITIES

17.3.1. Any access to Wings Park requires prior submission of the mandatory signed and completed indemnity form.

17.3.2. Wings Park imposes a landing fee on all visiting aircraft. Such landing fees will be waived upon one of the following conditions:-

17.3.3. The visiting aircraft purchases fuel from the Wings Park fuel station.

17.3.4. Wings Park is hosting an open day or club related function and the executive has authorized the waiver of all landing fees.

17.3.5. The Executive provides the pilot / operator with a written indemnity from landing fees.

17.3.6. Visiting persons and aircraft may only access Wings Park communal facilities upon the invitation of a Shareholder. (Reference to Boma)

18. ORGANISED EVENTS

18.1. GETTING PERMISSION TO HOST & PROTOCOL

18.1.1. All organizers that wish to host an event at Wings Park must submit their request to the Executive in writing and should include detail on the nature of the event, the start and finish dates and times and estimates of the quantity of people who will be attending. The request must also cater for which facilities and or sections of Wings Park will be required to host the event.

18.1.2. The Executive will respond acknowledging whether or not consent is granted along with the relevant terms and conditions.

18.1.3. Wings Park is sympathetic to aviation related events and will be willing to host them where possible. Non-aviation related events will be decided on their merit and in the interests of the shareholders.

18.1.4. The executive will determine what fees will be charged to the organizers in respect of each specific event.

18.2. SAFETY CONSIDERATIONS

Any organized event will be done in such a manner that all the relevant rules and terms and conditions of Wings Park are observed. The organizers will

ensure that any persons entering Wings Park will do so and function within the same rules as applicable to members and shareholders.

18.3. USE OF FACILITIES

The Executive will specify which facilities may be used during the event. The organizers must agree to clean / tidy any facility or area after use. Any damage caused by any individual attending the event will be for the organizers account. The event organizers must return Wings Park facilities to the same condition as found before the event.

18.4. RESPONSIBILITIES

Should the event involve an aviation related function whereby the runways / taxiways are involved, then the executive will hand over operational control and responsibility to the organizers for the specified duration times of the event. The organizers will appoint a safety officer who will liaise with the Wings Park safety officer, but the organizers will be responsible for all activity within Wings Park in and around the areas that is agreed upon in the consent letter. This will include the use of any temporary air traffic control facility or advisory during the event. The organizers will also agree to be sensitive to aircraft movements relating to shareholders, members and other visiting aircraft not involved in the organized event.

19. DISCIPLINARY PROCEDURES

19.1. REPORTING PROTOCOL

Any shareholder, member or visitor may report a shareholder, member or visitor who is acting in contradiction of the shareholders agreement and rules manual. This report must be in writing and addressed to the Executive.

19.2. PROCESS

The Executive will follow a due diligence process to determine the validity of the report and will determine what actions need to be taken, bearing in mind any process that is described in the shareholders agreement including the clause on informal arbitration.

19.3. WARNINGS, FINES AND SERIOUS OFFENCES

The Executive will notify the shareholder or individual concerned as to their findings and will issue any related warning or fine in the form of damage costs. Serious offences that constitute a breach of law will be filed with the police or the civil aviation authority.

19.4. DISPUTES & PROCESS

An individual may dispute the finding or ruling, but then will need to follow the arbitration process as defined in the shareholders agreement.

20. SHAREHOLDER'S SELLING OF SHARES

Shareholders are free to sell their shares along with privileges, but need to follow the guidelines and protocol that is mandated below:-

20.1. LEGAL REQUIREMENTS

A shareholder may not sell a plot, but may sell their share(s) in the Company [Wings Park (Pty) Ltd] and therefore there is a specific procedure that needs to be followed.

The process is defined by the Companies act and is prescribed hereunder:-

20.1.1. You need to conclude a written sale agreement with the prospective purchaser. You need to stipulate that they agree to be bound to the terms and conditions of the company's articles of association as well as the shareholders agreement and all subsequent resolutions. You also need to include a clause that reflects the sale is subject to the companies act in terms of other shareholders exercising their rights of purchase of shares.

20.1.2. The Shareholder selling needs to advise the other shareholders that they have a firm offer in writing to buy their share (s), along with the associated exclusive use of a portion of ground. The notification HAS to include the details of the potential purchaser, ie. Full name and the negotiated sale price, etc... a copy of the signed sale agreement would suffice.

20.1.3. This information is circulated to the existing shareholders who, in terms of the companies act, have the right to match that offer and purchase instead of the intended interested party.

20.1.4. The executive will circulate the details as in clause 1 above to all shareholders and once they have been submitted and give the shareholders time to lodge any objection or indicate whether they wish to exercise their rights in terms of a matched purchase.

20.1.5. If no objections are lodged, then after the notification period has expired, you may proceed with the sale and once you are in receipt of the funds, you need to notify the Wings Park accountants/auditors in writing and they will do the necessary change in the share certificate.

20.2. WINGS PARK PROTOCOL

20.2.1. The Wings Park Executive reserves the right to veto any sale of shares if suitable grounds to do so are established.

20.2.2. Any improvements/assets that a shareholder has done or erected on their allocated and leased portion of ground, must be sold to the purchaser of the share(s) in question.

20.2.3. A shareholder may not sub-rent their allocated portion of ground to a third party and may not allow a third party to erect any structure or improvements on the allocated and leased portion of ground without the written permission of the Executive.

