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Special conditions

The purpose of this Annex is, on the one hand, to set out the special conditions which will help POAB to achieve the ambitions it has set out for the development of Zones II and III. The general principle of these conditions is that they are translated by the concessionaire into concrete measures based on the BATNEEC principle (Best Available Technique Not Entailing Excessive Cost) and based on the feasibility within its own business case. Candidates must provide supporting documents for this when submitting their project proposal.

On the other hand, this Annex provides an overview of the conditions for the design of the concession, as in force – based on current insights – during its operation, and for the design of concessions granted within Zone II and Zone III. These design conditions will therefore be further contractually embedded (for this reason, these special conditions specifically refer to the ‘concessionaire’). By submitting a project proposal, the candidates are declaring their agreement.

In any event, POAB reserves the right – taking into account, among other things, the activities of the concessionaire with whom the concession agreement is concluded – to amend or supplement these special conditions.

1. Special conditions with regard to circular business operations

1.1 Prerequisites for the sustainable development of the grounds and sustainable construction

– POAB’s priority is the economical use of space. The candidate will substantiate the area of land requested in their project proposal by stating the intended programme for the layout and realisation on its grounds with the various surface areas for:

- the planned industrial structures
- the planned buildings (estimated in terms of both land area and floor area)
- the surface area for parking, with the waiting area for trucks, as well as parking spaces for cars and bikes, with the corresponding numbers anticipated,
- the surface area and numbers of loading and unloading zones
- circulation space on the grounds
- any parts of the grounds to be kept in reserve.

If the concessionaire plans to work in phases for the realisation of their project, these matters will be depicted with a distinction in these different realisation phases.

The concessionaire is free to display this programme in tabular form, a diagram or on an (illustrative) site plan for the grounds.

– Where development is carried out in phases, and within the limits of optimum functionality, the parts of the concession area that are kept in reserve will see as little fragmentation as possible and will be well thought-out.

– If the candidate wishes to erect buildings, they must indicate the measures they are taking in the context of sustainable construction (in terms of, among other things, compactness and future-proofing or circular design, energy efficiency, sustainable use of materials, etc.).

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- In their project proposal, the candidate must provide a quantitative estimate showing their need for low-calorific heat (<120°C) for building heating and process purposes, as well as the potential for residual heat with corresponding specifications (profile, temperature, etc.) from their process(es) for supply to the residual heat network.

Insofar as the outcome of this call for tenders offers the prospect of an economically acceptable business case for internal access to the residual heat network of the Antwerp North Heat Network, including a value proposal in respect of the concessionaires, the concessionaire must make use of this network. This involves:

- an obligation to connect to residual heat infrastructure for conditioning applications
- mandatory business case study for waste heat decoupling, in collaboration with the distribution system operator where there is a base load potential of at least 100kW at at least 90°C

- The candidate must provide a quantitative estimate of their total energy consumption (power/heat/transport), including total thermal requirements such as steam, and of their potential need or surplus of hydrogen in their project proposal. The applicant is obliged to communicate any substantial changes to this during the course of the project.

- The candidate must include a memorandum explaining their need for utilities and the way in which they are to be supplied.

- For the conditioning of buildings (or compartments thereof) comprising offices and social facilities (canteens, sanitary facilities, changing rooms, etc.), neither natural gas, bunker oil nor any other fossil fuel may be used. If the realisation of a residual heat network is not possible (see above), only an electrically driven heat pump may be used.

- Buildings (or compartments thereof) comprising offices and social facilities (canteens, sanitary facilities, changing rooms, etc.) will be operated on at least an annual energy-neutral basis, with or without the use of a residual heat network.

On the roofs of buildings or compartments comprising offices and social facilities (canteens, sanitary facilities, changing rooms, etc.), a PV installation will be fitted to cover the concessionaire's electricity consumption. If this turns out not to be possible, the roofs of buildings will be occupied to the maximum by a PV installation in order to cover as much of this as possible.

Areas of building roofs that are not used for technology or photovoltaic cells will, if possible, be realised as extensive green roofs or otherwise as light-coloured roofs.

The installation of PV panels on hazardous goods warehouse roofs is prohibited if the roof structure or roof elements do not have a fire resistance of at least Rf 1h or REI or R 60.

1.2 Conditions with regard to water use and consumption in business operations

- The candidate must focus as much as possible on internal water saving, smart use of water and closing water circuits between companies. The candidate will demonstrate what measures are being taken to this end. The candidate will describe their approach (targets and objectives) as to how they will deal with their water-related impact, in both their own business operations and as regards suppliers and consumers.

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- The candidate is asked to describe as part of its proposal, and will be asked during the concession period to describe annually their interaction with water, including how and where water is taken in, consumed and discharged, as well as the water-related impact caused by their business activities, products or services. In such an event, the following will need to be supplied:

- An inventory can/will be made of the available water sources and the extent to which these encounter water stress. A well-founded consideration must be made regarding the choice of using certain water sources as an input for business operations, whereby the proportion of water sources with water stress indicates how sensitive business operations are to drought.
- The total water consumption will be mapped out annually, based on a water scan/audit until process level
- The description of how the water-related impact is determined should at least include the scope, time span and methodology (e.g. water footprint assessment).
- The concessionaire will report on the volumes of discharged water and their impact on the receiving body of water. They will review the possibilities in terms of (internal or external) water sources and the valorisation of residues and heat.

- Without prejudice to the regional regulations and potential deviations from them, rainwater must be used as much as possible for operational purposes and/or sanitary purposes.

1.3 Conditions relating to waste and materials management

- The candidate's project proposal must include a quantitative estimate of the various waste and residue flows that will be produced. The candidate is obliged to communicate any substantial changes to this during the course of the project.

- The concessionaire must at all times ensure that the concession, in terms of image quality, supports the future-oriented ambitions of the site. In addition, the supply and removal of products must be in function of industrial activities and no private activities are allowed.

- The use of space for logistics areas (in function of related storage for both feedstock and finished products) must be directly related to and in reasonable proportion to the production capacity.

- The concessionaire must focus as much as possible on the reduction, reuse and recycling of the waste and residual/material flows they produce. Upon commencement of operations, the concessionaire will notify the authority granting the concession of its expected waste and residual flows/materials and the destination they will receive for treatment, processing, recycling, recovery and reuse.

- In order to guarantee as much continuity as possible with regard to the reduction, reuse and recycling of the residual waste streams produced, the concessionaire will carry out a materials scan of the waste/materials contained in its residual waste flows when periodically called upon to do so by POAB, as initiated by the concession-granting authority, in accordance with the regulations that will be provided by the concession-granting authority at the time of the call. The concessionaire will, at their own expense, implement the recommendations and improvement potential offered in the final report.

- The concessionaire must have a maximum focus on the reduction, reuse and recycling of their commercial packaging that is in circulation within its company and that is brought to market by the concessionaire. Upon commencement of operations, the concessionaire will notify the concession-granting authority of its expected commercial packaging, and the associated business/purchasing processes and waste/materials management.

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- In order to guarantee as much continuity as possible with regard to the reuse and recycling of the commercial packaging and to promote the use of secondary raw materials, the concessionaire will carry out a materials scan of their commercial packaging when periodically called upon to do so, as initiated by the concession-granting authority, in accordance with the regulations that will be provided by the concession-granting authority at the time of the call. The concessionaire will, at their own expense, implement the recommendations and improvement potential offered in the final report.
- If a collective waste collection/recycling point is set up for the NextGen District, the concessionaire will be obliged to make maximum use of it in accordance with the applicable VLAREMA obligations and in the context of maximum recovery of its commercial waste.
- In line with its sustainable waste and materials management, the concessionaire will conclude a joint IHM contract (collector, waste trader or broker) if this is offered to the concessionaires at NextGen District.

2. Special conditions relating to the layout of the grounds

The conditions below will apply – based on current insights – during the operation of the concession, and for the design of concessions granted within Zone II and Zone III. These design conditions will therefore be further contractually embedded (for this reason, these special conditions specifically refer to the 'concessionaire'). By submitting a project proposal, the candidates are declaring their agreement.

- In accordance with the General Terms and Conditions, the concessionaire may only erect, modify or expand the buildings to be realised or already realised and the layout of the grounds after obtaining a prior written building permit from POAB. Conditions may be attached to this building permit.
- The concessionaire is exclusively responsible for the timely and prior availability and validity of all necessary permits (including for urban development activities and operation of the establishment), both for existing and future constructions, acts, activities, etc., in the concession area. This obligation also applies in respect of the concessionaire as regards the constructions, acts, activities, etc. of any sub-concessionaires
- The concessionaire undertakes to take care, at its own expense, of the preliminary land registry of its concession site as well as the buildings erected/to be erected. The land registry plans shall be submitted in advance to POAB, which shall provide its reaction to them without delay. Any comments/suggestions from POAB shall be processed by the Concessionaire, subject to adequate justification by the latter.
- The concession area will be made available by POAB ready to build upon. In concrete terms, this means that the public sewerage system and a public road will be provided. Furthermore, the concession area will be made available without paving, buildings or other structures available.
 - The above-ground infrastructure has been completely demolished, but in some areas there are remnants of pile foundations. Indicative plans have been drawn up for this, which the concessionaire can request at a later stage of the tendering procedure if they are invited to this. POAB is striving for an optimum location of the different projects within the global site and cannot give any prior guarantees on the allocation of a site without underground infrastructure.
 - Consequently, depending on the allocated land, it is up to the concessionaire to verify the underground conditions in respect of:
 - remaining foundations of previous buildings and, if necessary for their own construction, to remove and/or modify these at their own expense.
 - to map out the archaeological potential and, on the basis of this, a possible future archaeological pathway in accordance with the legislation in force.

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- The activities and structures planned by the concessionaire in the concession area must be organised entirely within the boundaries of the concession, with the exception of collective facilities. They may not in any way interfere with adjacent concession sites or the public domain.
- Pavings will be limited to those necessary. The following applies with regard to the materials used for paving:
 - Pavings will always be laid in non-irrigating materials and, if not excluded due to environmental hygienic measures or technical requirements (e.g. very heavy load possible), in (semi) water-permeable pavings.
 - Pavings reserved for use as car parks must be constructed in permeable or semi-permeable materials or sited in such a manner that the rainwater falling on them can penetrate the ground in a natural way next to the pavement by constructing and/or maintaining an unpaved area of at least the same size as the pavement.
- Business activities such as feedstock storage and storage of finished products must take place indoors in order to minimize adverse effects on the environment. By using the right ventilation techniques, the odor and noise standards are met and there is less chance of spreading fine dust containing substances that can pose a risk to the environment and health.
- Prefabricated buildings with an unsustainable character (such as office containers, Romney sheds, etc.) and a surface area of more than 18m², which are in fact intended for temporary use at a particular location (site equipment, trial installation, etc.), can be erected for a maximum period of 8 years.
- In the case of new buildings, extensions and functional alterations, the spaces must have the following minimum clearance height:
 - technical spaces: no minimum height required
 - spaces in temporary (maximum 8 years) buildings or structures other than technical spaces: 2.30 metres
 - all other spaces (except spaces in buildings and technical spaces): 2.60 m
- Extension, reconstruction or new construction of office spaces, social spaces (refectories, sanitary changing rooms, etc.) with a gross floor area of more than 100m² must be realised in buildings or parts of buildings, consisting of at least 2 floors above ground.
- The offices must be at the service of their own staff.
- Wind turbines are located in the immediate vicinity of the concession area. New buildings to be erected must be designed in such a way that shadow sensitivity is avoided. The relevant impact shadow study can always be requested from the operator of the wind turbine.
- Façades will mainly be made of materials in a plain, light colour or as green façades. Colour accents are only permitted for indentations and strips, in particular for the external indication of fire compartmentation, the building's foyer, and the company logo.
- The areas of the roofs of buildings, which are not used for techniques or photovoltaic cells, can be realized as extensive green roofs if possible or else as light-colored roofs.
- In principle, the number of entrances to the concession area is limited to one entrance and one exit, preferably at the same location. The location and its width will be determined in consultation with POAB. POAB reserves the right to demand modifications in line with changes in the traffic flow. The entrance and exit will be located on a local road that feeds onto the Noorderlaan. On Noorderlaan itself, there are no direct entrances or exits, except with the agreement of the Roads and Traffic Agency in case of an emergency for the emergency services.

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- It is not permitted for the concession's local traffic (either passenger or freight traffic) to park or loiter outside of it. However, POAB is looking into the possibility of providing communal parking facilities for local passenger car traffic.

- The concessionaire must take operational and infrastructural measures to rule out waiting traffic on public property. The concessionaire must provide buffer parking for this local traffic. The capacity of this buffer parking will be determined by the concessionaire in a detailed mobility study that will also be updated by the concessionaire and will be assessed by POAB with each environmental permit application. Access control on the site must be arranged in such a way that waiting traffic on the site is buffered and must not be on public property. An ongoing study will demonstrate whether communal access control can be realised.

- For the infrastructural layout, the Concessionaire commits to at least the following measures:

- o (i) separate routes in situ for freight traffic on the one hand, and passenger and non-motorized traffic on the other;
- o (ii) traffic-safe routes for cyclists up to the bicycle sheds to be provided at the concession;
- o (iii) traffic-safe routes for pedestrians from the bicycle stands and parking lots to the entrances to the buildings;
- o (iv) all necessary infrastructural and organisational measures to ensure that traffic originating from or destined for the grounds of the Concessionaire, including emergency services such as the fire department, can stop, pull over, park, load and unload at its own concession and carry out any other necessary manoeuvres;
- o (v) Reduce the number of car trips by providing collective transportation or by giving benefits to persons who travel in a sustainable manner;
- o (vi) provide at least one bicycle parking space for every three car spaces, in a bicycle storage area equipped with electric charging points;
- o (vii) provide at least two electric vehicle charging stations and charging infrastructure for one in four parking spaces.

- The concessionaire will take note of the fact that, through further development of the zone, the concession area may be adjacent to newly established Seveso companies. The concessionaire undertakes to conclude a safety information plan (SIP) with surrounding Seveso companies when requested by the Seveso company concerned. If the concessionaire fails to comply with this obligation due to unreasonable inaction or unreasonable conduct, POAB may dissolve the concession agreement.

- The ground level of the concession site must be in line with the levels of the public domain or adjacent concession sites at the concession boundary, unless stipulated otherwise in the building permit.

· The concessionaire must take all measures to prevent run-off water from the concession site ending up directly in the public domain or on the adjacent concession site, except where this is specifically provided for run-off to a collective facility.

· When carrying out drainage works, the pumped-up groundwater must be returned to the soil via return injection, after purification where necessary.

· Without prejudice to regional regulations and potential deviations from these, the installation of a rainwater cistern for reuse with an accompanying pumping system is mandatory for buildings with sanitary facilities. The contents of the rainwater cistern must be adapted to the realistic possibilities for reuse.

· The overflow of rainwater from roof surfaces and the discharge of rainwater from paved surfaces must be infiltrated back into the soil to restore the groundwater level, except where this is not appropriate for environmental reasons, in particular where forced infiltration is not appropriate from soil surveys or where rainwater falling on the paved surface may be so polluted by contact with it that it must continue to be treated as wastewater.

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- The concessionaire will take note of the fact that the port area does not have a public sewerage system and is therefore equated with an individually optimisable outer area. The concessionaire will undertake to purify all domestic wastewater in accordance with the provisions of Vlare II or to collect and dispose of it for external processing. POAB is investigating the feasibility of providing a collective treatment plant (at least for zone II).
- For each (new) connection to the public drainage system (KAH) from the drainage system on its concession site (including the overflow of a wastewater treatment plant for the treatment of domestic wastewater), the concessionaire must provide a lockable inspection well with a non-return valve within the boundaries of the concession. The number of connections to the public drainage system will be kept to a minimum. In prior consultation with POAB, the technical implementation arrangements will be determined. POAB reserves the right to demand modifications.
- The concessionaire must take care of the application, connection and management of utility connections. All costs arising from the construction of (potential) utilities are at the expense of the concessionaire. During the concession period, the concessionaire will bear the full responsibility for any damage or accidents attributable to improper management of the utilities, including during execution of the works and the maintenance and/or management of the utilities.
- For its landscaping, the concessionaire must pursue a vegetation image in accordance with the Species Protection Programme for POAB, such as dry grasslands and brushwood or pioneer vegetation type II, or reeds and swamps. For upright plantings, only local shrubs and trees listed in the appendices will be used.
- In order to disturb the ecologically valuable areas on the other side of Noorderlaan as little as possible, light pollution must be avoided. In the case of lighting for publicity purposes, only downward lighting is permitted. Lighting should also never dazzle traffic.
- The concessionaire will take note of the fact that the concession site is located near a European Birds Directive area and that the provisions of Article 36ter of the Flemish Nature Decree must be complied with when applying for a permit for the furnishing and operation of the site. This means, among other things, that an appropriate assessment may be required.
- The concessionaire will take note of the fact that species protected by the Flemish Species Decree may be present on the grounds, such that any derogations from the prohibitions of the Flemish Species Decree (2009) must be applied for and obtained by the concessionaire.
- If commitments are entered into for the realisation of nesting facilities on new constructions, POAB is prepared to help meet the costs.
- POAB is investigating the possibility of joint publicity and signage at the entrance to NextGen District. Only subsequent publicity that guarantees the normal operation of the concessionaire and creates clarity for employees and visitors (exhaustive summary) is permitted:
 - o name and logo of the concessionaire;
 - o the name or number of a building;
 - o safety regulations, port numbers and data prescribed by regulatory provisions;
 - o signposts and signs that guide the visitor to different areas, buildings and installations in the concession area;
- Upon termination of the concession, all underground and above-ground structures must always be removed, unless otherwise agreed with POAB. Solely foundation piles must only be removed up to at least 2.00 metres below the pile head. Unused sewers, drainage pipes, cables and pipelines must also be removed from the subsurface. It is forbidden to add rubble or other waste on site. In the event of demolition of the site drainage system, this must be completely removed up to the last private inspection chimney. The holes in the inspection chimney thus created

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must be filled in with masonry. If there is no inspection chimney, the last part of the pipe connected to the main sewer must remain in place up to the concession boundary and be sealed with a concrete plug or masonry. POAB must be notified 5 working days before the start of the demolition works for the removal of underground structures.

- When the concession expires, the concessionaire must complete the takeover forms for utility connections in the presence of POAB. This will guarantee a correct transfer. All costs arising from incorrect handling of the utility contracts (e.g. termination and reconnection costs) will be borne by the concessionaire.

- Upon termination of the concession, the concessionaire must terminate the environmental permit for classified plants or activities at the latest before termination of the concession agreement, unless otherwise agreed with the new user of the site as accepted by POAB. When carrying out risk activities in accordance with the Vlarebo, the permit must be terminated before the date on which the exploratory soil survey (oriënterend bodemonderzoek - OBO) is signed by the recognised soil expert.