Emphyteutic leasing of land:
general terms and conditions and siting requirements

1. Reservation and siting

1.1. Conditions for the provision of a plot

By providing land, SPI supports the development of economic activities and the creation of jobs. Land is provided to operating companies or companies with a shareholding link with the operating company.
The terms under which the plot is made available may differ if there is no shareholding link between the purchaser and the operator of the plot.

1.2. Plot reservation procedure

1.2.1. Free reservation.

Any prospective emphyteutic lessee wishing to reserve a plot shall express an interest in writing (post or email), specifying the location and approximate surface area. SPI shall acknowledge receipt of the request without delay. This response correspondence shall mark the starting point of a two-month free reservation period.
This period shall be used by the prospective emphyteutic lessee to complete the "application for a site on a plot in a SPI business park" form, which shall be provided by SPI. The form must be duly completed, dated and signed by a person with the authority to bind the company in accordance with the articles of association in the case of a legal entity, or by the prospective emphyteutic lessee in the case of a natural person. The information contained therein shall be included in full in the deed. It shall be accompanied by these general terms and conditions, signed to denote agreement.

1.2.2. Reservation fee (non-refundable)

The application for a site shall be deemed "formal" upon receipt by SPI of the duly completed form. Except in special cases, SPI Executive Bureau shall issue its decision within one month of receipt of the formal application. It is understood that the free reservation period shall be extended until the decision of the Executive Bureau, even if the said one-month period is exceeded. In the event of a positive outcome, approval in principle shall be given. However, this does not constitute a preliminary agreement.
The approval shall remain valid for a maximum period of six months from notification of the decision of the Executive Bureau, after which it shall automatically become null and void.
The prospective emphyteutic lessee undertakes to pay, within one month of notification of the decision by SPI, a reservation fee corresponding to 10% of the value of the land. If this reservation fee is not received within the set period, the land shall become automatically available again, without compensation from SPI. If the prospective emphyteutic lessee is still interested, it is required to start the procedure from the beginning again.
Upon receipt of payment of the reservation fee, SPI shall order the measurement plan and placing of the boundary markers from an independent chartered surveyor chosen by it or the prospective emphyteutic lessee, subject to contact with the services of SPI.
If the deed is executed in accordance with section 1.3., the cost of the reservation fee shall be charged to the ground rent.
If the deed is not executed within six months from the sending of notification of the approval of the Executive Bureau, regardless of the reason excluding a case of force majeure making it completely impossible to execute the deed or fault on the part of SPI, the reservation fee shall become null and void and the 10% paid shall be definitively retained by SPI.

1.2.3. Transfer of title (right in rem), possession and risks

By way of derogation from the general regime, the creation of the emphyteutic right shall only be finalised by the signing of the notarised deed. The title, possession and risks associated with the property shall therefore be transferred upon signature of the deed.

1.2.4. Price - conditions for maintenance

The price of the ground rent shall be set independently by SPI Executive Bureau. It shall be reviewed each year, in principle on 1 January. The price of the ground rent shall be that in force at the time of the reservation application. If the price is changed in the period between this reservation application and the execution of the deed, the initial price shall be maintained provided that the prospective emphyteutic lessee has followed all the steps, in particular with regard to the reservation fee.

1.2.5. Assessment committee

SPI reserves the right to establish a committee to assess applications for the provision of a site by bringing together the various stakeholders concerned by the development of the proposed site.

1.3. Execution and costs of the deed

SPI shall start the formalities relating to the signature of the notarised deed upon receipt of the reservation fee. Signing shall take place within three months of the sending of the draft deed and within six months of approval by SPI Executive Bureau.
The following costs shall be added to the ground rent:

- Provisions for costs of the deed (5% registration fee and approximately €500 for transcription fees);
- Measuring and boundary marking costs;
- Half of the costs of the initial schedule of condition (up to €412 (depending on the business park and the surface area of the plot) payable by the prospective emphyteutic lessee, and not to be confused with a soil condition inventory as recommended in Article 8);
- Any notary fees.

Unless otherwise specified, the deed shall be executed by the Property Acquisition Committee (PSW - Public Service of Wallonia) free of charge or by a notary.

2. Activities permitted in business parks

Not all activities are permitted in business parks. The prospective emphyteutic lessee is invited to check with the delegated Official of PSW - Territory Housing Heritage Energy - Land Use and Urban Planning Department (tel. 04/224.54.11 for French-speaking municipalities or 087/59.85.30 for German-speaking municipalities) that its activity complies with the requirements of the regional development plan.
SPI expressly declines any liability where permission is refused by the competent authority.
As any land may be subject to archaeological excavations based on its history after a planning application is submitted, SPI also declines all liability in the event of the application of Walloon legislation on archaeological excavations that could lead to a delay in the granting of the planning permission.

3. Integration into the park

3.1 Setback zones

Subject to special urban planning requirements, the setback zone for structures is 10 metres from the front boundary of the property (bordered by a public highway) and 6 metres from the boundaries of neighbouring properties, subject to approval by the Regional Fire Service based on the prospective emphyteutic lessee's specific project, in particular in terms of fire resistance of materials.
The setback zones shall be planted and may not under any circumstances be used for storage purposes. The setback zones may be used to provide parking spaces or access paths, and may also be subject to easements for the benefit of public utility companies. External storage areas must not be visible from the roadway and neighbouring plots.

3.2 Landscaping measures

To ensure the visual appearance of the project or avoid or reduce any nuisance, special siting conditions (landscaping measures) shall be imposed and determined on a case-by-case basis based on a specific survey ordered by SPI and approved by the prospective emphyteutic lessee. They shall be contained in the deed and shall include the creation of a guarantee in the form of a bond payable on demand or a deposit to SPI's bank account. The amount shall be paid after verification of proper completion of the developments. For certain cases, the terms of release may be adapted to the specific circumstances. The emphyteutic lessee shall have a period of 3 years from the signing of the deed to carry out the developments. These must also be included in your planning application file.

3.3 Urban planning requirements or specific restrictions

Certain parks are subject to specific urban planning requirements, contained in an urban planning charter drawn up in consultation with the municipality and the PSW, with which the emphyteutic lessee undertakes to strictly comply. These urban planning charters are available on request.
Certain parks are subject to specific encumbrances imposed on emphyteutic lessees in terms of management of buffer zones and in this case shall be communicated to the emphyteutic lessee by SPI.

Some parks are created in the form of co-ownership, in respect of buffer zones, green spaces and any other properties. The emphyteutic lessee of a plot shall be required to adhere to such co-ownership by acceptance of the deed of subdivision (*acte de base*), a copy of which shall be provided to it.

4. Connection to utilities

When developing the road networks in business parks, SPI ensures that the necessary infrastructure is in place. Connections to this infrastructure are the responsibility of the purchaser, who must contact the relevant utility providers directly. A list of utility providers can be provided on request.

With regard to electricity, SPI cannot be held liable for any insufficiency, unavailability or interruption in the power supply.

5. Gas lines and high voltage lines:

The existence of gas pipes on the emphyteutic lessee's plot or in the immediate vicinity necessitates compliance with the strict requirements imposed by FLUXYS. This company should be contacted at least fifteen days before the start of the works (Royal Decree of 21 September 1988). The full procedure is described on the website http://www.fluxys.com, in the "Works near a Fluxys pipeline" section.

Similarly, the presence of high voltage lines on the emphyteutic lessee's plot or in the immediate vicinity necessitates compliance with the strict requirements imposed by the operator of this infrastructure (ELIA, RESA, ORES, etc.). You should contact the company operating in the territory concerned.

6. Road or motorway network

Roadside plots are subject to statutory setback rules. The relevant municipal, regional or provincial authorities should be contacted.

7. Selection Committee

Siting in certain parks is submitted to a selection committee composed of SPI and other organisations. Where applicable, SPI shall inform the prospective emphyteutic lessee of this in the initial correspondence.

8. Nature and load-bearing capacity of the soil

The land is provided as-is. If SPI has specific information on this subject, it shall communicate it to the prospective emphyteutic lessee before payment of the reservation fee. The emphyteutic lessee, provided it gives prior notice to SPI, may carry out soil surveys or tests, at its own expense, with a view to verifying the quality or condition thereof. SPI strongly recommends doing so.

9. Soil pollution and bond

The land is provided as-is. If SPI has specific information on this subject, it shall communicate it to the prospective emphyteutic lessee before payment of the reservation fee. The emphyteutic lessee, provided it gives prior notice to SPI, may conduct soil analyses, at its own expense, with a view to verifying the risk of pollution.

The Walloon Decree of 01/03/2018 on the management and decontamination of soil, as well as any amendments thereto, is applicable to any problem of soil pollution relating to the plot that is the subject of this lease. The deed shall refer to it and include all mandatory information in accordance with the Decree.

In some cases, depending on the activity of the emphyteutic lessee or its project, SPI reserves the right to request a bond to cover the risk of soil pollution. Each occupant is always responsible for any pollution it generates.

10. Special conditions - Decree of 02/02/2017 and administrative fees

The creation of an emphyteutic right over an SPI-owned plot of land in a business park is subject to compliance with several special conditions imposed on any emphyteutic lessee in accordance with the obligations of the Decree of 02/02/2017 on the development of business parks (Articles 82 and 84) which shall be reproduced in the deed. This involves, among other things, the inclusion of provisions relating to:

- the activity and compensation claimed from the purchaser in the event of misuse of the property,
- the 2-year time limit for construction and implementation of the activity from the signing of the project deed approved by SPI,

- compliance with the environmental regulations in force,
- the minimum usage planned for the plot and the minimum investment amount indicated by the purchaser,
- any leasing of all or part of the property that is subject to the prior agreement of SPI. Provision is made for the costs of examining the application,
- the transfer or assignment in whole or in part of the property or the company without change of activity, subject to the prior agreement of SPI. Provision is made for the costs of examining the application,
- the transfer or assignment, in whole or in part, of the property or company with a change in activity, subject to the prior agreement of SPI and for which specific financial and availability conditions may be imposed. Provision is made for the costs of examining the application,
- penalties, the right of resolution/termination, including, where applicable, the repurchase of constructions, and its conditions..

These special terms and conditions may be communicated at any time upon request.

11. Territorial jurisdiction in the event of disputes

The courts within the judicial district of LIÈGE shall have sole jurisdiction to hear disputes relating to this agreement.

12. Personal data

In connection with the reservation, processing, sale and follow-up of a plot of land situated in a business park, SPI processes personal data in accordance with the information clause relating to the processing of personal data appended to these general terms and conditions.

This clause specifies, in particular, the categories of data processed, the purposes for which the data is processed, the applicable legal bases, the recipients of the data, the retention periods and the rights of data subjects.

The prospective purchaser acknowledges having received this information and undertakes, when providing SPI with data relating to representatives, authorised agents, directors, shareholders, beneficial owners, operators, staff members or partners, to bring this information to their attention.

Date: .....

Name and capacity of signatory: .....

Signature:

(The signature should be preceded
by the handwritten words “read and approved”)

APPENDIX A – Processing of personal data

Within the scope of reserving, managing, selling and conducting after sales management of a plot of land situated in a business park, SPI processes personal data relating to the prospective purchaser, purchaser, operator of the plot of land, their representatives, agents, directors, shareholders, actual beneficiaries and contact persons as well as any other person involved in the case.

Such processed data may in particular include identification and contact details, details of powers of representation and authorisation to sign, professional details, details relating to the company and its business, information contained in the establishment application form, the data relating to the development project, its planned purpose, announced investments, intended use of the property, administrative authorisations, contractual commitments, payments, guarantees or sureties, as well as the information necessary for preparing, signing and performing the notarised deed.

This data is processed for the following purposes:

1. Managing applications for reserving and purchasing land.
2. Analysing the eligibility of the prospective purchaser and the compliance of the development project with SPI's objectives, the regulations applicable to the business park and the conditions under which plots are made available.
3. Enabling the case to be examined by SPI's departments, Executive Board and, where appropriate, an analysis or selection committee as well as any other authorities or bodies called upon to be involved in the case.
4. Preparing, finalising and performing the sale, including commissioning the measurement plan, boundary demarcation, preparing the notarised deed and collection of the price, reservation fees, guarantees or deposits.
5. Ensuring the compliance with and fulfilment of the special clauses applicable to the purchaser, particularly those concerning the activity carried out on the plot, the construction deadline and activity establishment lead-time, minimum employment numbers, minimum investment amounts, leases, disposals, transfers, changes in business activity, penalties, termination / cancellation rights and any possible buy-back arrangements.
6. Respecting the legal, regulatory, accounting, fiscal, urban planning, environmental, notarial, archiving or administrative regulations applicable to SPI.
7. Handling disputes, collecting payable sums and establishing, exercising or defending SPI's rights in court or before any competent authority.

This data processing is based, as appropriate, on the following legal grounds:

- Article 6, paragraph 1, point b), of the GDPR, when processing is necessary for the performance of pre-contractual measures taken at the request of the prospective purchaser or for the performance of a contract to which the data subject is a party, particularly for reserving the plot, managing the case, preparing the sale, carrying out the notarised deed and performing the commitments related to the plot.
- Article 6, paragraph 1, point c), of the GDPR, when processing is necessary for compliance with a legal obligation to which SPI is subjected, particularly in accounting, fiscal, notarial, environmental, urban planning, land management, archiving and administrative oversight terms or for transparency of public operations.
- Article 6, paragraph 1, point e), of the GDPR, when processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in SPI, particularly as part of its remit to promote regional development, provide infrastructure, carry out planning and make premises available for businesses to establish themselves.
- Article 6, paragraph 1, point f), of the GDPR, when processing is necessary for the purposes of the legitimate interests pursued by SPI or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, particularly for handling disputes, defending SPI's rights, ensuring the legal certainty of

transactions, retaining evidence of communications, decisions and contractual commitments, as well as the collection of sums due.

The data may be disclosed, to the extent required for managing the case, to SPI's in-house departments, members of the relevant decision-making bodies, members of any possible analysis or selection committee, the municipalities concerned, Wallonia public services, the Property Acquisitions Committee, notaries, land surveyors, experts, design offices, administrative authorities, concessionaries or infrastructure operators, legal advisers, bailiffs, courts, tax authorities, supervisory authorities, IT service providers and any other service providers acting on behalf of SPI.

When some data is disclosed by the prospective purchaser or purchaser concerning its representatives, directors, shareholders, actual beneficiaries, personnel members, agents, operators, tenants or partners, it shall undertake to inform these people that their data has been disclosed to SPI and to notify them of the existence of this clause.

The data is retained for as long as is necessary to process the case, finalise and perform the sale, fulfil the special clauses mentioned in the deed, as well as for fulfilling the applicable legal, accounting, fiscal, administrative and archiving obligations. In the case of a dispute, the necessary data may be retained during the entire duration of the proceedings and until all legal recourse has been exhausted and the applicable limitation periods have expired. Accounting records and supporting documents are retained in accordance with the applicable legal time limits. Notarised deeds, contractual documents and documents relating to real rights or obligations attached to the property may be retained for a longer period when such retention is necessary in order to prove SPI's rights and obligations or is required by applicable regulations.

In accordance with the provisions of the GDPR, the data subjects have the rights of access, rectification, deletion, limitation, opposition and, when the necessary conditions are met, portability of the data concerning them. When the processing is based on a legal obligation, a task of public interest or the need to retain evidence of a right, certain requests may be refused or restricted in the cases provided for by the applicable regulations.

SPI implements appropriate technical and organisational measures in order to ensure a level of security adapted to the risk posed by the processing of personal data carried out within the scope of reserving, managing and selling the plots as well as follow-up formalities regarding them. These measures include, in particular, restricting access to authorised persons only in accordance with the 'need-to-know' principle, managing access rights, securing IT systems, protecting documentation and records, ensuring reasonable traceability of operations, raising awareness amongst those required to process data, and the contractual framework governing service providers acting on behalf of SPI. SPI also ensures confidentiality and makes sure that information can only be accessed by the departments, bodies, authorities, service providers or consultants whose involvement is necessary for handling the case.

Absence of transfers outside of the European Economic Area: the personal data processed within the scope of these general terms are in principle not transferred outside the European Economic Area (EEA). In exceptional circumstances, should such a transfer prove necessary, SPI shall ensure that it takes place exclusively under the conditions set out in the GDPR, particularly on the basis of an adequacy decision by the European Commission, standard contractual clauses or any other appropriate safeguard stipulated by articles 44 and following of the GDPR.

Requests by data subjects to exercise their rights should be made to SPI's data protection officer at the e-mail address dpo@spi.be, or in writing to SPI, Rue du Vertbois 11, 4000 Liège, Belgium.

The data subjects also have the right to lodge a complaint with the Belgian Data Protection Authority at Rue de la Presse 35, 1000 Bruxelles, Belgium, or via the e-mail address contact@apd-gba.be.