PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

APPLICATION BY SEGRO PROPERTIES LIMITED FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF EAST MIDLANDS GATEWAY PHASE 2

SUMMARY OF DEADLINE 6 MAIN SUBMISSION

ON BEHALF OF

PROLOGIS UK LIMITED AND PROLOGIS UK 121 LIMITED

1 Statement of Reasons and the Non-Delivery Scenario

1.1 SEGRO has declined the ExP's request to update its Statement of Reasons in light of the delivery and non-delivery scenarios, leaving the ExP without the analysis it needs. Absent that analysis it is hard to see how the ExP could lawfully recommend the compulsory acquisition powers.

1.2 SEGRO's justification that it does not wish to "blur the lines" between the EIA and compelling case assessments is misconceived, as the CA Guidance (paragraph 15) recognises the overlap and socio-economic impacts are plainly germane to both.

1.3 SEGRO's "Scenario A / Scenario B" comparison implicitly accepts the additive/attributable distinction Prologis has advanced, but is too simplistic, ignoring the risk of non-delivery, partial delivery or delayed delivery.

1.4 Its position that there is "no material prospect" of development on the Southern Land absent the DCO is extreme and internally inconsistent, relying on a supportive policy position that applies equally to the Prologis/MAG land it assumes will come forward quickly.

2 Section 35 Direction

2.1 That SEGRO now seeks to downplay the description of development is itself indicative that the project has changed materially. Section 35ZA requires a qualifying request to "specify the development", so the description is central, not incidental.

2.2 SEGRO's suggested tests of a "fundamental" difference, or of the same "broad character" and "substantial physical size", are unsupported by authority. The correct question is whether the development applied for accords with the description, giving the words their ordinary meaning. If there is a material difference, the Secretary of State has no jurisdiction.

2.3 SEGRO faces a dilemma of its own making – maintain its line (in which case the application does not accord with the Direction) or amend it (in which case the altered development is unassessed). Given the limited time remaining, amendment may no longer be available.

3 Compelling Case

3.1 SEGRO's limited Deadline 5 response does not disturb the additive/attributable distinction (which it now appears to acknowledge) or the correct section 122(3) approach, which remain unrebutted.

4 Viability

4.1 The substance is addressed in Mr Roberts's Second Response Report; the salient point (paragraph 8.12) is that Mr Cottage no longer provides any evidence as to the viability of the Aldridge land and relies on an entirely hypothetical scheme that does not reflect the dDCO.

5 Applicant's Updates to the Environmental Statement

5.1 The ExP required SEGRO to amend the ES baseline to include the Joint Application and to assess both the "delivery" and "non-delivery" scenarios with a detailed assessment, not a summary exercise. SEGRO made only limited main-text changes and relegated the substance to two cursory new appendices (4B and 4C), reviewed by Spawforths at Appendix 1.

5.2 Appendix 4B (non-delivery) assumes all effects are temporary because sterilisation ceases on expiry of the CA powers, but glosses over the lengthy delay, ignores that the Joint Application permission would lapse, and makes no reference to the Freeport window – implying delivery within it is immaterial, which undermines SEGRO's own reliance on Freeport benefits.

5.3 Its assumption that a fresh permission would be granted and implemented quickly also contradicts both its attacks on the Joint Application and its "no material prospect" position on the Southern Land.

5.4 Appendix 4C (delivery) rests on the same unreliable assumption that nothing would happen on the Southern Land, and inconsistencies between the two Environmental Statements (including landscape and visual effects) make the reported "difference" unreliable and not like-for-like. The ExP cannot safely rely on either appendix.

6 dDCO

6.1 Article 5 now authorises "co-located office functions" but Schedule 1 is unchanged, so no separate non-ancillary office building is authorised and any non-ancillary office use remains unassessed.

6.2 Revised Requirement 27 strips out the drafting National Highways required, with a VISSIM sensitivity test still awaited, and does not adequately control mezzanine uses.

6.3 Requirement 32 requires only 10% of gross floorspace to "comprise a campus", removes all reference to a "headquarters" or "head office functions", leaves "co-located" undefined, imposes no minimum or maximum office proportion, and cannot secure the "substantial" campus the Direction requires.

7 Highways

7.1 On bus provision, SEGRO is in materially the same position as Prologis, with no firm service commitment, and its comparison of the two transport hubs is misleading and, in several respects, factually incorrect. Deliverability, not fine design detail (a matter for NWLDC at reserved matters), is what is relevant.

7.2 The mitigation packages are not comparable like-for-like, the Joint Application addressing Finger Farm roundabout and the EMG2 scheme M1 Junction 24 for schemes of differing impacts.

8 Further Matters

8.1 If, as SEGRO suggests, the Southern Land could be accessed via a reconfigured motorway service area (which Prologis disputes), that runs against SEGRO's own case by making development without the DCO more likely and removing its ransom and predetermination arguments.

8.2 SEGRO's further objection to the Joint Application of 3 July 2026 contains nothing materially new, and its contention that the grant of planning permission would prejudice the DCO does not withstand scrutiny.

9 Appendix 1 – Spawforths technical review of Environmental Statement Appendices 4B and 4C

9.1 Appendix 4B (Non-Delivery Scenario):

(a) The review reproduces SEGRO's assessment table and adds a Joint Applicant response column. The over-arching criticism is that the assessment is very high level and cursory, asserting conclusions unsupported by evidence (a summary exercise contrary to the Rule 17 request).

(b) SEGRO's "very low" probability of impact is neither justified nor reasonable, ignoring the viability and deliverability evidence showing a high probability the DCO will not be delivered, and its "temporary" characterisation is undefined. On Prologis's analysis, delivery of alternative development could be at least ten years beyond DCO approval (the five-year life of the CA powers plus up to five further years to prepare, consent and deliver a fresh scheme), with the Freeport benefits lost entirely.

(c) Throughout the table Prologis notes that the Joint Application methodology is broadly accurately reproduced, but the significance of the adverse effects of non-delivery is left unstated and understated, and it disputes the "very low" probability and "temporary" labels in each case.

9.2 Appendix 4C (Delivery Scenario):

(a) The same over-arching criticisms apply, and the review draws out where SEGRO's conclusions are counter-intuitive and demonstrate that the two Environmental Statements are not directly comparable, rather than adding a fresh assessment.

(b) There is no consideration of development coming forward on the Southern Land in a non-DCO scenario, so the evidential gap in the compulsory acquisition case is unfilled, and differences in method and judgement between the two Statements (particularly on landscape and visual effects, where the DCO ES treats only Major or Moderate/Major effects as significant) produce the counter-intuitive result that the larger DCO scheme is reported as having a neutral or lesser impact than the smaller Joint Application, making the comparison unreliable.

(c) Prologis also repeatedly notes that construction-stage effects have been mislabelled as "permanent".

DLA Piper UK LLP

28 July 2026

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SUMMARY OF RESPONSES TO EXQ3

ON BEHALF OF

PROLOGIS UK LIMITED AND PROLOGIS UK 121 LIMITED

1 **ExQ 1.0.1 – National Planning Policy Framework**. The draft NPPF (December 2025) is a material consideration, though of reduced weight given its draft status, and does not provide the primary policy context for DCO applications, which fall to be determined under the Planning Act 2008 and relevant national policy statements. The final NPPF will, however, be an obligatory material consideration of significant weight for any Town and Country Planning Act 1990 application, so the Secretary of State must have regard to it when assessing the likelihood of permission being granted for similar development on the Prologis/MAG and Southern Land. The draft NPPF makes that policy context even more supportive – through a presumption in favour of sustainable development (Policy S3), a positive presumption for certain development outside settlements including major storage and distribution addressing an evidenced unmet need (Policy S5), and new economic policies (E2 and E3) giving substantial weight to logistics and freight. This increases the prospects of permission, particularly as the Regulation 19 draft North West Leicestershire Local Plan includes the Order Land as an employment allocation.

2 **ExQ 7.0.2 – Revised guidance on the compulsory purchase process.** The Updated Guidance (17 June 2026) is directed to compulsory purchase orders under the Acquisition of Land Act 1981, not to CA requests under the Planning Act 2008; the CA Guidance that governs here is unchanged and not expected to be reviewed until 2027, so the changes are unlikely to make a material difference. Although the description of compulsory purchase as a "last resort" has been removed from paragraph 2.8, that phrase does not appear in the CA Guidance and the substantive requirements (a compelling case in the public interest and genuine efforts to acquire by agreement) are retained. The Updated Guidance's continued emphasis on early, genuine and sustained engagement, the proper consideration of alternatives, and deliverability reinforces the deficiencies Prologis has identified. Namely that SEGRO's engagement was not genuine, informed, open-minded or timely, and no substantive negotiation took place before the DCO Application. Prologis also draws attention to the new National Infrastructure Planning Guidance, which recognises that a compulsory acquisition hearing is "typically a more formal and structured event" allowing systematic consideration of objections (something the first two hearings did not afford) and invites the ExP to enable this at any further hearing.

3 **ExQ 7.0.3 – Possible takeover of SEGRO plc by Prologis Inc.** On 22 July 2026 Prologis announced a best and final offer for SEGRO, which the SEGRO board indicated it would be minded to recommend, and the Takeover Panel has extended the deadline for a firm intention (Rule 2.7) or a statement of no intention (Rule 2.8) to 12 August 2026. Any takeover would require CMA and European Commission clearance, expected to take some 7 to 9 months. The possible takeover does not change Prologis's position. It maintains its objection to compulsory acquisition, and unless and until any takeover completes and results in a change of control it has no bearing on the DCO Application, which should be determined on the parties as they presently stand. Prologis will update the ExP at Deadlines 7 and 8 and confirms the Joint Application is anticipated to reach NWLDC's Planning Committee in late summer subject to resolution with LCC and National Highways.

4 **ExQ 7.0.4 – Prologis Land.** The reference to "Prologis Land" requires clarification. Prologis's freehold land was acquired from the Jarrom family, not from EMA/EMIAL, while the MAG land was the subject of a structured process in which MAG selected Prologis as preferred development partner in May 2024, with contracts exchanged in October 2024. Prologis understands SEGRO was an unsuccessful bidder in that process, which is not properly reduced to a comparison of headline price alone but involved wider commercial terms and deliverability considerations.

5 **ExQ 7.0.5 – Viability.** The definitive explanation of the negotiation log entry is a matter for the Applicants. Prologis considers the entry has been misread. The reference to "landowner consent to release terms of its Option Agreement" means consent to disclose the existing terms to Prologis, not to vary or be released from them. Whilst meetings have taken place and limited information has been shared on a without prejudice basis, no copy of the Option Agreement has been provided. On this understanding, the premise of the question falls away and there is no implication for the £225,000 (with inflation) per acre figure; Prologis's position on viability is as set out in Mr Roberts's evidence.

6 **ExQ 19.0.1 – Co-located office functions.** This question raises the same issue Prologis addresses at Section 7 of its Deadline 6 Submission regarding Article 5 and Requirement 32 of the dDCO, to which the ExP is referred.

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