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

DEADLINE 7 SIGNPOSTING SUBMISSION

ON BEHALF OF

PROLOGIS UK LIMITED AND PROLOGIS UK 121 LIMITED

1 Introduction

1.1 This document is submitted on behalf of Prologis UK Limited and Prologis UK 121 Limited (together, "**Prologis**") in connection with the application by SEGRO Properties Limited ("**SEGRO**") for a Development Consent Order ("**DCO**") in respect of East Midlands Gateway Phase 2 ("**EMG2**") ("the **DCO Application**"). It is submitted at Deadline 7, and follows the sequence of submissions previously made on behalf of Prologis in this Examination: Prologis' Relevant Representation dated 9 January 2026 ("**PRR**"), Prologis' letter to the Planning Inspectorate dated 2 February 2026, Prologis' Procedural Deadline A submission dated 24 February 2026, Prologis' Written Representation dated 7 April 2026 ("**WR**"), the written summaries of Prologis' oral cases at CAH1, ISH1, ISH2, CAH2 and ISH3, Prologis' Responses to ExQ1, ExQ2 and ExQ3, and Prologis' submissions at Deadlines 2 to 6a (together, "the **Submissions**").

1.2 Terms and abbreviations used in this document have the meanings given in the glossary set out at the end of this section.

1.3 This document is submitted in response to the Examining Panel's ("ExP") letter of 10 August 2026 and provides the requested brief summary of Prologis' case as it stands at the close of the Examination, signposting and cross-referring to Prologis' relevant previous submissions. For each issue it briefly outlines the main areas of disagreement between Prologis and SEGRO, identifies where Prologis' submissions on each of those disputed issues are set out more fully, and states whether the point has now been resolved or whether it falls to be addressed by the ExP and the Secretary of State in the reporting and decision-making processes.

1.4 The ExP's letter of 10 August 2026 confirmed that the summary and signposting documents should not repeat representations already made but should instead signpost them by examination library reference, and by specific location within the relevant document, so that the ExP and the Secretary of State are able to find the point. Consistent with that direction, this document does not seek to rehearse the points already put before the ExP in the Submissions, save where it is necessary to summarise a point in brief for clarity, and it is not, and is not intended to be, closing submissions.

1.5 Prologis reserves the right to supplement this submission at Deadline 8 to reflect any change in position following the material received at Deadline 7.

1.6 As with each of the Submissions, the submissions summarised in this document have been made on behalf of both Prologis UK Limited and Prologis UK 121 Limited, and each has therefore been filed twice and carries two examination library references – by way of example, the PRR appears at RR-024D for Prologis UK Limited and at RR-028D for Prologis UK 121 Limited. For the purposes of this cross-referencing exercise, and for ease of reference, the references given in the table below are to the documents submitted on behalf of Prologis UK Limited only. The same documents were submitted on behalf of Prologis UK 121 Limited and are equally applicable to it.

1.7 Prologis' case against the making of the Order as applied for has two main independent limbs. First, there is no jurisdiction to make the Order as applied for. Second, even if there were, no compelling case in the public interest has been made out for the compulsory acquisition of the Prologis/MAG Land. This document addresses both limbs, and takes the jurisdictional issue first, since if there is no jurisdiction, the remaining issues fall away.

2 Glossary

AP means an action point arising from a hearing in the Examination.

CA means compulsory acquisition.

CA Guidance means the Government's guidance related to procedures for the compulsory acquisition of land under the Planning Act 2008.

CAH1, **CAH2** and **CAH3** mean the first, second and third compulsory acquisition hearings in the Examination respectively.

D2 to **D7** mean Prologis' submissions at Deadlines 2 to 7 of the Examination respectively, and **D6a** means Prologis' submission at Deadline 6a.

dDCO means the draft Development Consent Order submitted with the DCO Application.

Direction means the direction given under section 35 of the Planning Act 2008 in respect of EMG2.

DWD Report means the Expert Financial Viability Assessment of Mr Peter Roberts FRICS CEnv at Annex A to the Deadline 3 Submission.

EIA means environmental impact assessment.

EMA/EMIAL means East Midlands Airport Limited and East Midlands Airport Property Investments (Industrial) Limited.

ES means the Environmental Statement submitted with the DCO Application, as updated during the Examination.

Examination means the examination of the DCO Application.

ExQ1, **ExQ2** and **ExQ3** mean the ExP's first, second and third written questions respectively.

Freeport Window means the period during which the reliefs available within the East Midlands Freeport tax site may be accessed.

GVA means gross value added.

ISH1, **ISH2** and **ISH3** mean the first, second and third issue specific hearings in the Examination respectively.

Joint Application or **JA** means the planning application promoted by Prologis and MAG in respect of the Prologis/MAG Land.

LCC means Leicestershire County Council.

LPA means the local planning authority.

MAG means Manchester Airports Group.

Moto MSA means the Moto Donington Park motorway service area.

NPS means a National Policy Statement designated under the Planning Act 2008.

NSIP means a nationally significant infrastructure project.

PINS means the Planning Inspectorate.

Prologis/MAG Land means the land in the ownership or control of Prologis and MAG over which compulsory acquisition powers are sought under the DCO Application.

PRR means Prologis' Relevant Representation dated 9 January 2026.

Rule 17 means rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010.

SoCG means a Statement of Common Ground.

SoR means the Statement of Reasons submitted with the DCO Application.

SoS means the Secretary of State.

Southern Land means the land within the DCO Application site lying to the south of Hyam's Lane, and **Northern Land** means the land within that site lying to the north of Hyam's Lane.

TA means the Transport Assessment submitted with the DCO Application.

WR means Prologis' Written Representation dated 7 April 2026.

3 Summary and signposting table

1. Section 35 Direction and vires

Area of disagreement	Prologis' position	SEGRO's position	Where Prologis' case is made	Status
Legal status and effect of the Direction	The NSIP procedure is available for a business and commercial project only by direction; a s.35 direction enables use of the procedure for the development specified within it. Interpretation of the meaning and thus scope of a direction is a matter of law, not planning judgement. The development to which the application relates must correspond with the project specified in the direction, failing which any decision to make the Order would be ultra vires.	SEGRO says there is "no material divergence", the process being high level and tying development only to a broad description, and advances an implied "fundamental change" test.	WR [REP1-267D] 3.1–3.17; D2 [REP2-050D] section 2 (paras 2.1–2.38, in particular 2.21–2.33); D4 [REP4-084D] section 3 (including 3.7–3.28 and 3.34–3.35) and Appendix 5; Responses to ExQ2 [REP4-082D] at 1.0.5.	Not agreed; falls to be determined by the ExP and SoS.
Legal meaning of "substantial carbon neutral campus/headquarters including co-located head office functions"	Properly construed, "substantial" governs the campus as a whole, "campus" connotes multiple buildings in a landscaped setting, and both "headquarters" and "co-located head office functions" denote a primary E(g)(i) use. There is no discretion to allow the DCO development to deviate from the wording of the Direction on the basis that it would be "sufficiently similar in nature and scale to remain nationally significant".	SEGRO's Deadline 6 clarification is that "co-located office function" means ancillary office only.	Responses to ExQ2 [REP4-082D] at 1.0.5; D4 [REP4-084D] section 3; D6 [REP6-107] section 3.	Not agreed; for determination.
Non-correspondence of the application with the Direction	Standalone offices, hub and sports facilities have been stripped out of the development as described in the qualifying request, leaving a single unit labelled "Plot 1 – Campus Development" identical in function	SEGRO relies on its Post Hearing Submission (REP4-034) and its responses to Deadline 2 and 3 submissions (REP4-	D2 [REP2-050D] section 2 (2.21–2.33); D4 [REP4-084D] section 3 and Appendix 5; D6 [REP6-107] sections 3 and 7 (Article 5 and Requirement 32). See also	Not agreed; for determination.

	to every other unit; "campus" is defined at Requirement 33(4)(a) in a way that would be satisfied by any part of the development; R33(1) fixes only a floor of 10% of total gross floorspace to "comprise a campus" with no control over composition; all reference to "headquarters" and "head office functions" has been removed from the operative text, surviving only in the requirement heading; and no substantial carbon neutral headquarters campus including co-located head office functions has been assessed in the ES or TA. The proposed requirement and Article 5 do not and cannot cure the inconsistency.	033), rejecting any legal difficulty.	Responses to ExQ3 [REP6-105D] Q19.0.1, which refers the ExP to D6 [REP6-107] paras 7.1–7.13.	
Consequences of divergence	Unless and until the divergence is resolved there is no jurisdiction to grant consent, and none to authorise the CA which depends on it; separately, national significance cannot be assumed for a development other than that to which the Direction applies, so the benefits carry no greater weight than a comparable B2/B8 scheme, diminishing the s.122(3) case. SEGRO faces a dilemma: maintain its line, in which case the application does not accord with the Direction, or amend, in which case the altered development is unassessed and amendment is likely no longer available given the time remaining. Further, once the headquarters and head office element is stripped away, what remains on the Prologis/MAG Land is a standard B2/B8 scheme, and there is nothing to differentiate the DCO proposals from the development Prologis is itself promoting on that land. So far as that land is concerned, the s.35 route would then have been used	SEGRO maintains there is no legal difficulty.	D6 [REP6-107] 3.6; Responses to ExQ2 [REP4-082D] Q1.0.5.	Not agreed; for determination.

	merely to supplant one developer with another.			

2. Compulsory acquisition

Area of disagreement	Prologis' position	SEGRO's position	Where Prologis' case is made	Status
The relevant test	Both limbs must be satisfied – s.122(2) and s.122(3) – and the first does not satisfy the second. CA Guidance paragraph 13 requires compelling evidence that public benefits outweigh private loss, "compelling" setting a deliberately high threshold reflecting the draconian nature of the powers. The test is all-embracing, not a simple balance, and includes alternatives explored or which ought to have been, attempts to avoid CA by scheme change or negotiation, benefits against public interest harms, and proportionality. Public interest must decisively demand acquisition and reasonable doubt is resolved in favour of the citizen, with a higher burden on a private-to-private acquisition. Consent and CA are separate and separable tests. SEGRO has moved away from its earlier statements as the Examination has evolved. The ExP and Secretary of State are entitled to conclude that the position SEGRO initially articulated informed the preparation of its application for compulsory acquisition powers,	SEGRO says the Guidance does not qualify "outweigh" and there is no requirement that benefits significantly outweigh private loss, and that the grant of such powers is commonplace.	WR [REP1-267D] 5.3, 5.5, 5.6; D2 [REP2-050D] 4.2–4.3, 4.4–4.6, 4.7–4.8, 4.12–4.13.	Not agreed; a point of law for the ExP and SoS.

	including its approach to alternatives and the articulation of its case in the Statement of Reasons, and that it helps to explain the gaps in that case. Despite belatedly walking back from those statements, SEGRO has not undone the consequences that flowed from them.			
Additive versus attributable benefits	Applying the dictum in *R v Secretary of State for Transport Ex p. De Rothschild* [1989] 1 All ER 933 ("**De Rothschild**"), only benefits attributable to the exercise of the powers – those that could not be achieved without them – can properly be given material weight in the s.122(3) balance. An effective discount must be applied in the weighing exercise to net off benefits which would be likely to arise in the absence of the exercise of CA powers. The benefits relied on by SEGRO are in substance additive, arising from the scale of the whole site developed, rather than attributable to CA.	SEGRO calls this "an artificial construct of Prologis' own devising" to "muddy the pool", says no court has established it, and says that on Prologis' approach no CA could ever be justified.	D4 [REP4-084D] 4.3–4.5; WR [REP1-267D] 5.12–5.13; D5 [REP5-065D] 5.5–5.6; D6 [REP6-107] 4.1. D2 [REP2-050D] 5.2–5.3; D3 [REP3-063] and the Spawforths Note on Socio-Economic Benefits (Annex B to the Deadline 3 Submission [REP3-063]).	Not agreed; for determination.
Public interest harms	Harms arise on the making of the Order whether or not the powers are exercised, comprising loss of the development proposed in the Joint Application and its benefits (floorspace, jobs, GVA, Training Hub, Transport Hub, Community Park), and the precedent of CA by one private developer against an equally capable rival with consequences for security of title and inward investment. The harm crystallises on grant and places an immediate cloud over title; the	SEGRO says displacement harm is "entirely notional" as the JA may never be consented or built, and that the precedent is simply that of private-to-private acquisition, which has occurred before.	WR [REP1-267D] 5.13–5.18 and 5.33–5.39, and the letter at Appendix 4 to the WR; D2 [REP2-050D] 5.6-5.7; D3 [REP3-063] 4.26–4.28; D5 [REP5-065D] 5.19	Not agreed; for determination.

	precedent to be avoided is acquisition by a rival of land on which the same development is being promoted.			
Whether the authorities relied on by SEGRO assist it	Prologis accepts the principle endorsed in *London Borough of Bexley v Secretary of State for the Environment, Transport and the Regions* [2001] EWHC Admin 323 ("***Bexley***"), namely that achieving a better scheme is potentially capable of justifying interference with property rights. That is unsurprising: whether it is so in any individual case requires the decision-maker to weigh the degree of improvement over what could be achieved without the powers against the extent of the interference, and to ask whether the means are proportionate. Prologis' case already assumes and reflects that principle. *Bexley* does not assist SEGRO: the powers there were available only to a public authority, namely the local planning authority, which is materially different from a private developer seeking compulsory powers against a commercial rival to achieve a competitive advantage it failed to achieve through normal open market competition; and the case turned on its own facts, including that the Council owned the majority of the site and was committed to the rival scheme by legal agreement, that it was unclear how the benefits could be obtained without the order, and that the objector had engaged in surreptitious land acquisition through a nominee	SEGRO relies on *Bexley* as authority that CA powers may be justified to achieve a better scheme of development in the public interest than an alternative scheme promoted by an objector, and contends that s.122 admits of no heightened standard for private-to-private acquisitions.	D4 [REP4-084D] section 4, in particular paras 4.1–4.2, being the response to Action Point 28 given at Appendix 1; D2 [REP2-050D] 4.4–4.17; D5 [REP5-065D] 5.20–5.21; Written Summary of Oral Submissions at CAH2 [REP4-085D] paras 1–3	Principle accepted; its application to these facts not agreed; for determination

	company. None of those features is present here. Far from assisting SEGRO, *Bexley* confirms that a comparative and proportionate assessment is required, and that assessment goes against the DCO sought. As to *R (on the application of Sainsbury's Supermarkets Ltd) v Wolverhampton City Council* [2010] UKSC 20 ("***Sainsbury's***"), the point is not that a different statutory test applies, but that the acute sensitivity of expropriating one private developer's land for the commercial benefit of its rival is a matter to which the decision-maker must give particular weight within the s.122(3) balance.			
Private loss	The benefits must be weighed against the private loss that would actually be suffered as a result of the proposed compulsory acquisition, not some hypothetical generic assumed loss, and the severity of that loss cannot rationally be weighed without regard to the particular circumstances of those affected. The loss here is immediate and certain: it arises at the moment CA powers are granted, places a cloud over title and control of the Prologis/MAG Land, chills investment in the JA, makes it impossible to let or sell any interest in the land, and deters prospective occupiers from committing to agreements for lease. It crystallises on the grant of the powers rather than only on their exercise, and would become permanent if the Order were made. It is	SEGRO says it was not required to assess the nature and extent of private loss, that such loss "will be different in each case" and that to assess it individually "would be to apply an inconsistent test", and that it considered private loss only as part of the overall balancing exercise (ExQ2 Q7.0.5)	D5 [REP5-065D] 5.12–5.13; WR [REP1-267D] 5.7–5.8 and 5.33–5.35, and the letter from Prologis' UK Managing Director at Appendix 4; Written Summary of Oral Submissions at CAH1 [REP1-269D]; D6 [REP6-107] section 4	Not agreed; for determination.

	for SEGRO to identify and assess that loss and to address it in the SoR. It has not done so: there is no reference to any such consideration in the SoR, let alone any articulation of what the loss is likely to be in this case, and in contending that individual factors need not be considered SEGRO in substance concedes that it has not considered them.			
Necessity and proportionality	CA Guidance paragraph 10 imposes independent conditions, none of which are met, the purpose being SEGRO's commercial interest; CA is not necessary given the JA, the ability for Prologis to implement under the DCO and the likelihood of development of the southern land in due course. Normal commercial co-operation rather than compulsion is the proportionate instrument for delivering Freeport benefits. SEGRO's case is now that the powers are needed because negotiation is unlikely to succeed, which is an assertion about commercial preference rather than necessity; the draft DCO itself effectively compels collaboration, and the asserted enhanced commercial risk and delay within the Freeport Window are not evidenced. The Freeport Window argument is inconsistent with SEGRO's own treatment of the non-delivery scenario, in which delivery outside the Window is treated as immaterial.	SEGRO contends that without CA powers the lack of control over the JA land will present a barrier to delivery of the DCO and its attendant mitigation and benefits, including the J24 improvements.	WR [REP1-267D] 5.7, 6.2 (alternative (c), delivery under s.156); D5 [REP5-065D] section 6 and D6 [REP6-107]; D2 [REP2-050D] 3.21–3.25; PRR [RR-024D] section 10	Not agreed; for determination.

Whether the DCO scheme is deliverable without CA powers	Prologis does not accept that the absence of CA powers would render the DCO scheme undeliverable or unviable: the draft DCO requires up-front delivery of the highway works in advance of first occupation, and that requirement would remain, so the parties would be required to negotiate and agree terms before either could commence – there is accordingly no basis for the contention that the J24 NSIP would not be delivered without CA. SEGRO's reliance on the highway mitigation for "any phase 2" being unknown is misconceived, being directed to a different scenario. Prologis has identified a number of scenarios under which the DCO scheme could be delivered on the Prologis/MAG Land without full CA.	SEGRO contends the northern scheme is a different scheme, the southern land would not be viable as a phase 2, the phase 2 highway works are unknown, and negotiation would involve delay and uncertainty preventing realisation within the Freeport Window.	PRR [RR-024D] paras 3.5 and 10.5; WR [REP1-267D] section 6 and Figures 8 and 9; D2 [REP2-050D] 3.21–3.24; D4 [REP4-084D] section 6, section 7 and the response to Action Point 35 [REP4-087D] and [REP4-088D].	Not agreed; for determination.
The questions for the ExP and SoS	Four questions must be grappled with: how likely the benefits of the DCO Scheme are to be delivered in full and within the Freeport Window; the implications of realistic non-delivery, partial or delayed delivery including delay flowing from a contested grant; the likelihood of materially the same benefits coming forward without the exercise of the powers, and whether SEGRO genuinely investigated that before applying; and the precedent that the grant of such powers in a private-to-private acquisition would set.	Not directly answered by SEGRO.	D5 [REP5-065D] 5.3 (the questions). Prologis' answers are at: (a) likelihood of delivery in full and within the Freeport Window - D5 [REP5-065D] section 6 and D6 [REP6-107] section 5; (b) implications of non-delivery, partial or delayed delivery - D4 [REP4-084D] section 5 and D6 [REP6-107] section 2; (c) likelihood of materially the same benefits coming forward without the powers, and whether SEGRO investigated that before applying - D4 [REP4-084D] 4.3-4.5 and D5 [REP5-065D] section 4; (d) the precedent that a grant would set - WR [REP1-267D] 5.13-5.14, D2 [REP2-050D] 5.6-5.7 and D4 [REP4-084D] 4.2.	For determination.

The available solution	Subject to the s.35 issue (above) development consent may be granted whilst CA powers over the Prologis/MAG Land are refused, as paragraph 16 of the CA Guidance expressly contemplates; Prologis would then be free to implement the DCO or any planning permission on land it controls, and nothing on the face of the Order would legally obstruct it.	Not accepted.	D5 [REP5-065D] section 6; D4 [REP4-084D] sections 6 and 7.	For determination.
Whether there is a compelling case	Prologis does not accept that there is a compelling case in the public interest for the acquisition of the Prologis/MAG Land.	SEGRO contends that there is.	WR [REP1-267D] section 6, in particular para 6.5; D2 [REP2-050D] section 3; Written Summary of Oral Submissions at CAH2 [REP4-085D] (submitted at Deadline 4) paras 9 to 11.	Not agreed; for determination.

3. Reasonable alternatives

Area of disagreement	**Prologis' position**	**SEGRO's position**	**Where Prologis' case is made**	**Status**
The relevant test	CA Guidance paragraph 8 requires SEGRO to demonstrate that all reasonable alternatives "have been explored"; the past tense is deliberate and the burden is to show what was done before the decision to seek the powers. Read against the authorities, property ownership is a constitutional right to be jealously guarded (*Mapeley*), options are to be considered and	SEGRO does not accept that the Guidance requires it to provide evidence demonstrating the efforts it made to explore alternatives to CA, including amendments to the scheme, before deciding	D3 [REP3-063] 3.3, 3.4; D5 [REP5-065D] 4.1; WR [REP1-267D] 5.5.	Not agreed; a point of law for the ExP and SoS.

	discarded before the draconian sanction sought (*Margate*), and compulsion is a last resort (*Saravanamuthu*); exploration means a genuine, structured, evidenced process, not box-ticking.	to seek compulsory powers.		
The five alternatives	Five alternatives were identified by Prologis: exclusion of CA powers; access only; DCO without powers with delivery under s.156; amendment substituting the JA; and joint venture – each allowing the DCO Application to proceed in whole or with the JA, so each is a genuine pathway to delivering the benefits relied on. Each was first proposed by Prologis rather than SEGRO.	SEGRO says none of the alternatives put forward has proved realistic and that, even if workable, they would adversely affect viability of the southern land and involve substantial delay.	WR [REP1-267D] 6.2, 6.3; PRR [RR-024D] section 10 (paras 10.5–10.7); D2 [REP2-050D] 3.21–3.25.	Not agreed; for determination.
Whether exploration in fact occurred	The question is not whether SEGRO can now say why each alternative is problematic, but what it considered before it applied for CA powers. On that question the record is empty: no indication, still less evidence, of when, by whom or on what basis any alternative was assessed pre-application. A count of entries is not the assessment the CA Guidance requires, and the fact that Prologis is materially no closer to a reasonable alternative being achieved is itself evidence of the absence of genuine exploration. The paragraph 8 duty is expressed in the past tense, and steps taken after the application was made cannot retrospectively satisfy it.	SEGRO says the Guidance requires only exploration, not that alternatives be ruled out as unworkable, that it is "indisputable from the record of interaction" that they were thoroughly explored, that there is no requirement to "pull down the shutters" on submission, and that the absence of evidence is explained by the NDA and without prejudice status.	D3 [REP3-063] 3.6–3.7; D5 [REP5-065D] 4.4, 4.6; WR [REP1-267D] 6.4 and App 6. Prologis does not accept that the NDA and without prejudice correspondence prevent SEGRO evidencing the fact and substance of its pre-application exploration: D5 [REP5-065D] section 4 and Responses to ExQ2 [REP4-082D] at 7.0.2.	Not agreed; for determination.

Conduct	Requests for the information needed to evaluate the alternatives went unanswered, and SEGRO amended its scheme to reduce compatibility with the JA after Prologis had amended the JA to align with SEGRO's consultation proposals. The Access Option illustrates the point: dismissed as unviable, when the unviability flows from SEGRO's own commitment to overpay for the Aldridge Land, and no attempt was made to address that constraint by renegotiating the option. Each alternative has failed not on examination but for a reason internal to SEGRO's own appraisal; earlier engagement outside the examination and with all landowners involved offered a materially better prospect of agreement but was not sought.	SEGRO says that the co-operation based alternatives are not realistic, while maintaining that it remains in negotiation with Prologis directed at agreement.	WR [REP1-267D] 6.4 and App 6; D5 [REP5-065D] section 4, including 4.6.	Not agreed; for determination.
Effect of the existence of reasonable alternatives	Where there are reasonable alternative ways of delivering a scheme, SEGRO cannot show a compelling case in the public interest, precisely because there is an alternative way of providing the benefits of the scheme without the powers. The failure therefore goes directly to s.122(3).	SEGRO says that it has sought in good faith to reach agreement and that all reasonable alternatives have been explored.	D4 [REP4-084D] section 4 (Compulsory Acquisition Test); Written Summary of Oral Submissions at CAH2 [REP4-085D] (submitted at Deadline 4) para 19.	Not agreed; for determination.
Negotiations chronology	Prologis does not accept that "negotiations" commenced in November 2024: initial contact was on 21 November 2024, Prologis was notified of the DCO in January 2025 through public consultation, and the first offer was not received until 21 February 2025 and contained no figures. Prologis maintains the distinction between	SEGRO says it has made extensive efforts over years to reach agreement with MAG to avoid CA and more recently with Prologis, and that the most up to date and accurate chronology is appended to its response	WR [REP1-267D] 4.15–4.16, section 5, 6.5–6.7; PRR [RR-024D] section 10; Responses to ExQ2 [REP4-082D] at 7.0.2 and the chronology at Appendix 12; Responses to ExQ1 [REP1-272D] (land sale history and chronology); D5 [REP5-065D] section 4.	Not agreed; for determination.

	whether meetings and correspondence took place and whether what took place amounted to genuine, substantive negotiation at a formative stage. The chronology appended to SEGRO's Deadline 5 response is not accepted as accurate or complete.	to the Prologis response to ExQ2 7.0.2 submitted at Deadline 5.		

4. Viability

Area of disagreement	Prologis' position	SEGRO's position	Where Prologis' case is made	Status
Burden of proof	Viability is an essential positive plank of SEGRO's case, not a Prologis defence; SEGRO must make out its assertions (scheme viable; Southern Land not viable in isolation; JA not viable) and bears the burden of providing evidence capable of being tested and found to be robust. The burden does not lie with Prologis/EMA to disprove SEGRO's assertions.	SEGRO says key information from Prologis to carry out a full appraisal of the Joint Application scheme, such as the amount paid for the land and confirmation of highway mitigation, is not available.	D4 [REP4-084D] 2.12; D3 [REP3-063] 2.9–2.11 and the DWD Report (Annex A to the Deadline 3 Submission).	Not agreed; for determination.
Viability of the DCO scheme	On the evidence the scheme does not meet SEGRO's own profit-on-cost hurdle once a realistic market value is paid, its own appraisal recording just 15.91% before the DWD deficiencies. The £225,000 per acre Aldridge figure is not a market value, and the difficulty is of SEGRO's own making. SEGRO has still provided no appraisal based on a realistic market value of the Prologis/MAG Land; on Mr Cottage's own figures SEGRO cannot both pay	SEGRO says the DCO scheme is viable, and that more than £31.25m could be paid on the sensitivity analysis; it says Prologis offers no valuation and that the 14.98% margin is illustrative only.	DWD Expert Financial Viability Assessment of Mr Peter Roberts FRICS CEnv (Annex A to the Deadline 3 Submission [REP3-063]); D5 [REP5-065D] section 6 and the Second Report of Mr Peter Roberts (Appendix 1 to the Deadline 5 Submission); D6 [REP6-107] section 5; Prologis' Deadline 7 Submission on viability (responding to SEGRO's Deadline 6 material), which addresses why the ExP cannot	Not agreed; for determination.

	market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable.		properly fill the resulting evidential gap by surmise or assumption.	
Viability of the Southern Land	SEGRO has adduced no evidence that development south of Hyam's Lane would be unviable as a standalone or collaborative development, the only appraisal relied upon being an artificial construct. SEGRO now accepts the Southern Land "might technically be viable" and recasts its case as market perception and uncertainty. Even if the highway mitigation required for the southern land were the same as or similar to that proposed in the DCO, the scheme could still be delivered and the southern land would remain viable to carry those costs, provided a proper market value rather than the inflated Aldridge Option price were paid.	SEGRO says the southern land is not viable.	D5 [REP5-065D] section 6 and the Second Report of Mr Peter Roberts; WR [REP1-267D] sections 5 and 6; PRR [RR-024D] section 10; D4 [REP4-084D] section 7 and the responses to Action Point 35 [REP4-087D] and [REP4-088D] and Action Point 49 (Appendix 1 to the Deadline 4 Submission [REP4-084D]).	Not agreed; for determination.
Viability of the Joint Application	The JA scheme is viable, and Mr Cottage does not invite the ExP to conclude otherwise, having made clear he is not contending that the JA scheme is not commercially viable. SEGRO has recast its position – not unviable, merely unproven pending disclosure of the price paid and the MAG terms – and the two positions cannot stand together, no rational basis for the logical impossibility having been articulated. In any event the question for the ExP is whether there is a reasonable prospect of development coming forward absent the DCO, not whether Prologis has	SEGRO says the JA scheme "does not appear to be viable" although key information to carry out a full appraisal is not available.	D5 [REP5-065D] 3.7–3.10, section 6 and the Second Report of Mr Peter Roberts.	Not agreed; for determination.

	proved the commercial viability of its own scheme.			
Adequacy of SEGRO's viability evidence and the Action Point 35 spreadsheets	The viability evidence submitted at Deadline 1 is fundamentally flawed for the reasons in Mr Roberts' Deadline 3 assessment, and the further evidence at Deadline 4 is also fundamentally flawed for the reasons in his Second Report at Deadline 5. Action Point 35 required an Excel spreadsheet retaining formulas and identifying areas of agreement and disagreement; it was necessary for Prologis' valuer to take the lead, and having received the Argus files Mr Roberts replicated those appraisals and invited Mr Cottage to comment, but Mr Cottage declined to comment. SEGRO's Deadline 6 account of the exchange of spreadsheets is not accepted; Mr Roberts' account is at para 8.12 of his Second Report with the accompanying correspondence. Mr Cottage no longer provides any evidence as to the viability of the Aldridge land, relying instead on a hypothetical scheme that does not reflect the dDCO.	SEGRO gives a different account of the spreadsheet exchange and says that until the basis of an appraisal can be agreed between the valuers, submitting an Excel spreadsheet reflecting the agreed basis is not possible and potentially misleading.	Second Report of Mr Peter Roberts FRICS CEnv (Appendix 1 to the Deadline 5 Submission [REP5-065D]) at para 8.12, and the email correspondence between DLA Piper UK LLP and Gowling WLG at Appendix 2 to that Submission; D4 [REP4-084D] response to Action Point 35 [REP4-087D] and [REP4-088D]; Prologis' letter in relation to the Applicant's response to Action Point 35 [AS-002D].	Not agreed; specific valuation issues are deferred to the experts' joint document requested by the ExP.
Implications of the viability case	The ExP cannot be satisfied the scheme will be delivered, or that development of the Southern Land is likely to come forward only if CA is authorised; doubt as to viability also bears on the realistic worst case for EIA, there being a real risk of non-delivery in full, within the Freeport Window, or at all.	Not engaged with.	D5 [REP5-065D] section 6; D6 [REP6-107] section 5.	For determination.

5. Environmental Statement, Statement of Reasons and Regulation 20

Area of disagreement	Prologis' position	SEGRO's position	Where Prologis' case is made	Status
Adequacy of the ES	The ES as submitted is legally inadequate in failing to assess the adverse socio-economic and land-use consequences of frustrating the Joint Application, and the deficiency cannot be remedied without a targeted supplement. The ExP has determined that both the delivery and non-delivery scenarios are likely significant effects requiring assessment and that the JA represents the likely evolution of the baseline; neither was assessed in the ES as submitted. "Likely" connotes a real risk, not a probability, and SEGRO accepted at CAH2 that displacement was "extremely probable".	The ES is not deficient, for the reasons in the CAH2 Post Hearing Submissions.	D2 [REP2-050D] para 5.2(b); D4 [REP4-084D] section 5 and responses to APs 31–33; CAH2 oral summary [REP4-085D] paras 28–36. SEGRO: [REP4-034] Appendix 1	The ExP's Rule 17 letter of 2 June 2026 required the baseline and both the delivery and non-delivery scenarios to be assessed; residual disagreement remains
Statement of Reasons	SEGRO has supplied only a high-level and superficial version of the further information required but declines to amend the SoR or acknowledge any implications for the compelling case, despite the ExP's further Rule 17 request of 19 June 2026, the seventh numbered paragraph of which invited SEGRO to review its case for compulsory acquisition and to update its Statement of Reasons as appropriate. Absent that analysis it is hard to see how the ExP could lawfully recommend approval of the CA powers.	SEGRO declines to update the SoR.	D6 [REP6-107] section 2, paras 2.2–2.3; joint Rule 17 submission of 16 June 2026 responding to the Rule 17 letter of 2 June 2026 [REP4-074D]; D5 [REP5-065D] section 2, paras 2.10–2.13 (the request of 19 June 2026). SoR: [APP-019D]; [REP1-025D], [REP1-026D]	Not agreed; for determination

Regulation 20	Regulation 20 is engaged where further information is supplied, and consideration must then be suspended; no suspension has occurred. The first Rule 17 update (baseline plus both scenarios) is the clearer example of further information, being directly relevant to a reasoned conclusion and necessary for reg 14(2).	The "blur the lines" accusation is misconceived: CA Guidance [15] recognises the overlap.	D5 [REP5-065D] section 2, paras 2.2, 2.11	Not agreed and unresolved; no response from the ExP to Prologis' most recent request
Southern Land / Northern Land distinction	The Southern Land point went to weight and was never an ES criticism; the Northern Land JA point was an EIA point. SEGRO has deployed Prologis' statement that the Southern Land issue "is not an EIA issue" as if directed at the assessment of displacement on the Northern Land, which is a plain and material mischaracterisation.	The two points are conflated.	D5 [REP5-065D] section 2, para 2.1	Not agreed; for determination
SEGRO's updated ES Appendices 4B and 4C	Appendix 4B proceeds on the assumption that the socio-economic impacts of non-delivery would be temporary, on the footing that any sterilisation effect would cease on expiry of the CA powers. On Appendix 4C there is no consideration of development coming forward on the Southern Land in a non-DCO scenario, so the evidential gap is unfilled. Differences in method produce the counter-intuitive result that the larger DCO scheme is reported as having a neutral or lesser impact than the smaller JA, making the comparison unreliable. Construction-stage effects have been mislabelled as "permanent".	SEGRO relies on its updated ES chapters and appendices submitted at Deadline 5.	D6 [REP6-107] section 6 and the Spawforths Technical Review at Appendix 1. Material reviewed: [REP5-023], [REP5-024], with Chapter 4 at [REP5-021], [REP5-022]	Not agreed; for determination

6. Legal Basis of determination and the draft DCO

Area of disagreement	Prologis' position	SEGRO's position	Where Prologis' case is made	Status
Disaggregation under s.104/105	The different elements of the project – the business and commercial development, the strategic highway works and associated development – must each be assessed discretely under the correct statutory framework, applying *R (EFW Group Ltd) v Secretary of State for Business, Energy and Industrial Strategy* [2021] EWHC 2697 (Admin). The highway works are promoted as mitigation and are not independently justified NSIPs; their justification depends on the fate of the principal commercial element. The commercial and business development falls to be determined under s.105 as there is no NPS which has effect in relation to it.	There is no requirement to assess the different elements of the single project discretely.	WR [REP1-267D] paras 3.10–3.15; D2 [REP2-050D] at AP8; ISH1 oral summary [REP1-273D] Agenda Item 3; ISH3 oral summary [REP4-086D] and D4 [REP4-084D] Appendix 2 (response to AP39). SEGRO: [REP4-034]; [REP5-035D]	Not agreed; for determination
Article 5 and Requirement 32 / 33	The drafting does not secure the development described in the Direction: "campus" is defined only as a definition satisfied by any part of the development, R33(1) fixes only a 10% floor with no control over composition, and the D6 clarification that "co-located office function" means ancillary office only is fatal to Requirement 33, the feature said to confer national significance being secured by a requirement securing nothing.	SEGRO maintains its drafting.	D6 [REP6-107] section 7, paras 7.1–7.13; D4 [REP4-084D] section 3 and Appendix 5, and response to AP65; Responses to ExQ3 [REP6-105D] at 19.0.1	Not agreed; for determination

7. Highways and associated development

Area of disagreement	Prologis' position	SEGRO's position	Where Prologis' case is made	Status
Proportionality of the DCO highway works	Highway works promoted as associated development must be subordinate and proportionate to the development they mitigate and cannot be an aim in themselves; where their scale, cost or land-take exceeds what is necessary they cannot lawfully justify CA powers, nor be afforded significant weight as a public benefit in the s.122(3) balance. On SEGRO's own case the works exceed what is required: it acknowledged in response to ISH1 AP7 that the new free-flow link from the M1 northbound to the A50 westbound would be required "whether that included EMG2 or not", and told LCC the mitigation would bring capacity benefits that "go beyond mitigating the impacts of the EMG2 development". To that extent the works fall to be assessed as components of a wider strategic regional programme.	The works are required to mitigate the impact of the development and are therefore proportionate; the fact they also have wider benefits does not affect that proportionality.	WR [REP1-267D] section 8 and paras 5.35–5.37; PRR [RR-024D] paras 13.18–13.24; D3 [REP3-063] paras 3.1–3.2; D4 [REP4-084D] paras 7.1–7.3. SEGRO's acknowledgement in response to ISH1 Action Point 7: [REP1-053]	Not agreed; SEGRO's answer does not engage with its own acknowledgements
A453 dualling	Prologis' position about the implications of the proposed A453 dualling and SEGRO's willingness to accept a requirement 'safeguarding' the relevant land for that purpose remains unanswered.	No answer given.	CAH2 [REP4-085D] and ISH3 [REP4-086D] oral summaries; D5 [REP5-065D] para 5.11	Unanswered by SEGRO; for determination
J24 mitigation strategy	The J24 mitigation strategy is being progressed through a multi-developer consortium framework of which SEGRO is a participant, and the	The mitigation is required to mitigate the DCO scheme and is consistent with, but not reliant upon,	Responses to ExQ1 [REP1-272D]; D4 [REP4-084D] section 7. SEGRO: [REP4-033] Appendix K	Position recorded; for determination

	solution is not a product of the DCO Application alone. SEGRO has not demonstrated any analysis of the mitigation actually required at J24 as a result of EMG2.	emerging strategic proposals for J24, of which it is a key first element.		
Highway access to the southern land	The JA includes a Principal Highway Access Corridor and a southern roundabout designed to be compliant to serve the land to the south, and the A453 access roundabout has been designed and sized having regard to the combined trip generation from both the Prologis/MAG Land and the Southern Land. There is no in-principle impediment to phased delivery by two separate promoters, and any cumulative mitigation would fall to be secured through the usual condition, s.106 and s.278 mechanisms.	The suitability of the roundabout and estate road to serve the whole site has not been tested, and access is reliant on approval and delivery of the JA and on agreement with a commercial competitor, with implications for delay.	WR [REP1-267D] paras 5.27–5.28; Responses to ExQ1 [REP1-272D], including the illustrative access design at Appendix 6	Not agreed; for determination
Compatibility of access arrangements	It is agreed the access proposals are not compatible, but that incompatibility results from changes made by SEGRO to its own proposals at a relatively late stage before the application was made: the earlier configuration, proposed since the Direction was issued and on which Prologis had developed its own highways proposal, was varied without explanation. The Moto strip does not prevent the JA delivering equivalent sustainable travel and connectivity provision, the JA itself including a Transport Hub and active-travel provision.	The access did not change "at a relatively late stage", having been determined as early as 2024; all modelling is based on that access; and Prologis' site is effectively severed by the Moto strip.	PRR [RR-024D] para 10.8; WR [REP1-267D] section 6; D5 [REP5-065D] section 8; D6 [REP6-107] section 8. SEGRO: [REP1-051D] Appendix 6	Incompatibility agreed; the cause and its consequences not agreed

Mitigation for the southern land	It is (or at least was) part of SEGRO's positive case that development of the southern land will only come forward under the DCO and would not be viable standalone, so the burden is on SEGRO to demonstrate it has properly investigated what would be required, including the likely mitigation. That the mitigation is not yet known reflects SEGRO's own failure properly to explore this as a reasonable alternative and to substantiate the assertion in its SoR that this alternative is unviable.	It is not known what mitigation would be required for the southern land as a phase 2, and this cannot be determined until the JA mitigation is known.	WR [REP1-267D] sections 5 and 6; PRR [RR-024D] section 10; D4 [REP4-084D] section 7 and responses to AP 35 [REP4-087D] and [REP4-088D] and AP 49 (Appendix 1 to the Deadline 4 Submission [REP4-084D])	Not agreed; for determination
Pink package, Moto MSA and Circular 01/2022	Access from the Finger Farm roundabout to an employment development through the Moto Donington Park MSA would not be permitted under para 6 of Circular 01/2022, such that the access relied upon cannot be achieved even on its own terms.	Position recorded against the Agreed Joint Position Statement on SRN mitigation.	D4 [REP4-084D] para 7.4 and response to AP49 at Appendix 1; Responses to ExQ2 [REP4-082D] on highways. SEGRO: [REP1-060D]	Not agreed; for determination
JA highway mitigation package	The JA package is focused on improvements to the Finger Farm roundabout and is consistent with the wider strategic programme, in particular the "Purple" package offered by SEGRO, subject to the caveat that the precise scope remains under discussion with the highway authorities.	Highway mitigation for the JA has not yet been identified.	D4 [REP4-084D] section 7 and response to AP49 at Appendix 1; D6 [REP6-107] section 8	Under discussion with National Highways and LCC

8. Comparability of benefits, Freeport and delivery mechanism

Area of disagreement	Prologis' position	SEGRO's position	Where Prologis' case is made	Status
Comparability of public benefits	The public benefits of the DCO Application on the Prologis/MAG land are not materially greater than those of the JA: there is no material distinction between the parties' sustainability approaches, both targeting net zero, high EPC ratings, BREEAM Outstanding, on-site renewable energy and public transport benefits. In fact the JA would deliver greater benefits on that land. The benefits relied on from development of the southern land are in substance additive rather than attributable to CA. They would be likely to come forward without CA.	The DCO benefits are materially greater, citing greater floorspace and economic and employment benefits, comprehensive planning of the site, sustainable travel benefits and the J24 improvement.	D2 [REP2-050D] paras 5.2–5.3; D3 [REP3-063] and the Spawforths Note on Socio-Economic Benefits (Annex B to the Deadline 3 Submission); Responses to ExQ1 [REP1-272D] at 1.3.2. SEGRO: [REP1-054] at ExQ1 1.3.2; EMIA at [REP1-218D]	Not agreed; for determination
Amount of Freeport benefits	The "materially greater" Freeport benefits claimed are additive rather than flowing from the grant of CA powers; they accrue from the scale of the whole site developed, and the designation is not dependent on a single developer or on CA. The reliefs accrue to qualifying occupiers, not the developer, and are equally available under either application. The benefits depend on delivery within the Freeport Window, which is disputed on viability grounds, whereas the JA provides a more certain route.	The DCO scheme will achieve materially greater Freeport-related benefits, relevant to the compelling case.	D2 [REP2-050D] at AP12 and para 5.3; D3 [REP3-063] and the Financial Viability Assessment at Annex A; D4 [REP4-084D] section 6	Not agreed; for determination

Availability of reliefs	The Freeport reliefs accrue to qualifying occupiers rather than to the developer, and are equally available whether the Prologis/MAG Land is developed under the JA or under the DCO.	Agreed as amended in the Statement of Common Ground.	Item 31 of the tripartite SoCG [REP6-075] and [REP6-076], although Prologis maintains that this does not assist SEGRO's case for CA.	Resolved as to the wording; the CA implication reserved
Delivery mechanism / single developer	It is agreed there is no legislative or policy requirement as to the delivery mechanism, or for the site to be brought forward by a single developer. The objectives of comprehensive, well-planned development do not require single-developer control and can be achieved across a multi-developer site through well-understood coordinating mechanisms – a co-ordinating role for the LPA through conditions and requirements, design codes, parameter plans, masterplanning and phasing, and s.106 obligations.	Agreed that there is no such requirement, but it is good planning practice for large sites to be planned comprehensively.	WR [REP1-267D] paras 5.23–5.24; PRR [RR-024D] section 10; D2 [REP2-050D] paras 3.21–3.25	Agreed in principle; the inference SEGRO seeks to draw is not agreed
Effect of approval of both applications	Agreed that the grant of permission pursuant to the JA would not itself be a bar to the delivery or viability of the DCO scheme, consistent with Mr Cottage's acceptance that viability is to be assessed on the assumption that permission would be granted for the JA, and agreed on that basis without prejudice to the case that the viability assessment fails to value the JA land on a proper market basis. The qualification that delivery and viability are contingent on SEGRO having powers to acquire all land interests is not agreed.	Agreed, subject to that qualification.	WR [REP1-267D] section 6; D2 [REP2-050D] paras 3.21–3.25	Agreed in part at D4, 16 June 2026; the qualification not agreed

9. Procedural fairness and further matters

Area of disagreement	Prologis' position	SEGRO's position	Where Prologis' case is made	Status
Procedural fairness and the incomplete evidence base	Key components of SEGRO's evidence base were not submitted with the application: no viability evidence accompanied it (served late at Deadline 1 and still lacking a market-based no-scheme-world land value and a sensitivity analysis); the highways assessment has been subject to ongoing revision throughout the examination; and the ES does not assess the adverse socio-economic consequences of frustrating the JA. Prologis has consistently been forced to express its objection to the CA of its land without access to all of the detail of the case and evidence relied on, as SEGRO seeks to remedy its insufficient evidence base on an ad hoc basis during the examination.	SEGRO rejects the entirety of these assertions, without explanation.	PRR [RR-024D]; letter to PINS of 2 February 2026 [PDA-019D]; WR [REP1-267D] paras 2.3–2.5; D4 [REP4-084D] sections 2 and 6; D5 [REP5-065D] section 2; D6 [REP6-107] section 2	Maintained; matters of record
Right to be heard / CAH3	The proposed scope of CAH3 (the possible takeover of SEGRO plc by Prologis Inc.) was unrelated to and does not affect the objections to CA; the ExP was invited to retain the listing but adopt a substantially wider agenda, so as to allow systematic and structured consideration of the objections and give proper effect to the s.92 right to be heard. The new National Infrastructure Planning Guidance recognises that a CA hearing to which affected persons	The ExP has concluded that through CAH2, together with the opportunity to make written comments, both parties have had sufficient opportunity for compliance with ss.92 and 94.	Joint letter on CAH3 [REP6-106] D6 [REP6-107] section 9; Responses to ExQ3 [REP6-105D]. ExP determination: [PD-032]	Request for a CAH rejected by the letter of 10 August 2026. Implications to be addressed by the ExP and the SoS.

	have a statutory right is "typically a more formal and structured event", and the first two hearings did not afford Prologis an opportunity to present its case in that way.			
Possible takeover of SEGRO plc	[POSITION AS AT THE DATE OF FILING TO BE INSERTED.] Prologis maintains its objection to compulsory acquisition. 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.	Raised by the ExP as the proposed scope of CAH3.	Responses to ExQ3 [REP6-105D] at 7.0.3. SEGRO: [AS-082D], [AS-083D]	Position updated at this deadline in accordance with the ExP's request; further update to be provided at Deadline 8.
Consultee status	In the event that CA powers are not granted, Prologis would have a relevant interest in the land affected by the DCO and should accordingly be included as a consultee in the requirements.	Not recorded as agreed.	Responses to ExQ1 [REP1-272D] at 8.3.1	Outstanding; for the ExP when reviewing the adequacy of consultation arrangements
Comments on the change application	Comments on the changes to the original application arising from the accepted change application were filed at Deadline 6a.	Change request material at AS1-001 to AS1-008.	Deadline 6a submission [REP6A-010D]	Filed 18 August 2026

10. Conclusion

Proposition	Prologis' position	SEGRO's position	Where Prologis' case is made	Status
No jurisdiction	The application is one the ExP cannot lawfully recommend for approval and for which the SoS has no power lawfully to grant consent; the significant divergence between the development to which the direction applies and the development applied for is unresolved and it is now too late to resolve it.	Disputed.	Section 1 above; D6 [REP6-107] sections 1 and 3	For determination
No compelling case	In any event the asserted benefits do not decisively outweigh the certain and immediate harm to Prologis, MAG and the public interest in timely delivery of the JA, and the reasonable alternatives have not been exhausted or properly engaged with.	Disputed.	Sections 2 to 4 above	For determination
Overall	Prologis invites the ExP to recommend, and the SoS to decide, that the DCO application cannot be granted and/or that CA powers over the Prologis/MAG Land be refused.	Opposed.	Sections 1 and 2 above	For determination

DLA Piper UK LLP

1 September 2026