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Your reference

Our reference
ASY/ASY/335094/111

By Email Only: emgateway2@planninginspectorate.gov.uk

9 September 2026

Dear Sirs

DEADLINE 8 SUBMISSIONS IN RELATION TO AN APPLICATION BY SEGRO PROPERTIES LIMITED ("SEGRO") FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF EAST MIDLANDS GATEWAY PHASE 2

OUR CLIENT: PROLOGIS UK LIMITED AND PROLOGIS UK 121 LIMITED ("PROLOGIS")

We refer to the Examining Panel's ("**ExP**") Rule 8 letter dated 18 March 2026. We write on behalf of our client Prologis in relation to their submissions at Deadline 8 in connection with the above application submitted via the East Midlands Gateway Phase 2 portal.

Documents Submitted

The following documents have been submitted at Deadline 8:

1. Prologis' Deadline 8 Submission;
2. Prologis' Updated Summary and Signposting Document in clean (Appendix 1) and track (Appendix 2);
3. Summary of Prologis' Deadline 8 Submission appended to this letter at Appendix 3 (please note that given the summary nature of item 2, a further summary of this was not considered to be of any useful assistance to the ExP but can be produced upon request if required); and
4. Deadline 8 Tripartite Statement of Common Ground in clean (Appendix 4) and track (Appendix 5).

Please note that the summaries are intended to aid the Examining Panel but should not be relied upon as the definitive representation of Prologis' case. For the full statement of Prologis' position on any matter, the Examining Panel is respectfully advised to consult the relevant full document in each instance.

Updated Summary and Signposting Document

Prologis has seen fit to update its Summary and Signposting Document submitted at Deadline 7 [REP7-084D] to account for updates following Deadline 7 and its Deadline 8 submissions. Prologis trusts that this will assist the ExP by providing a complete summary account of all of Prologis' examination submissions and that it will be accepted into the examination accordingly.

Tripartite Statement of Common Ground

Please note that appended to this letter at Appendices 4 and 5 is the tripartite SoCG which was shared with the Applicant on 9 September 2026. Prior to Deadline 7 (the date by which the final SoCG was supposed to be provided) Prologis and EMA received an updated version of this SoCG from the Applicant on 31 August 2026 – this being a public holiday and the day before Deadline 7. Due to the timing, Prologis was unable to consider this version prior to Deadline 7.

In the 6 working days between receipt of that version and Deadline 8, Prologis and EMA have worked to ensure that the SoCG accurately responds to the Applicant's updates, whilst also digesting the Deadline 7 material and producing their own Deadline 8 submissions in response to it. They recognise that this has meant the final version was only supplied to the Applicant on the day of Deadline 8. However, Prologis' and EMA's updates relate only to their own position and are simply a response to the Applicant's own additions. Therefore, it was not envisaged that they would require any further iterations or amendments from the Applicant, and it was hoped that the SoCG could be considered agreed and final to assist the ExP.

The Applicant has since informed Prologis that it is unable to review the updated SoCG prior to its own submission and therefore that it cannot be considered agreed and final. Prologis does not consider this an unreasonable position for the Applicant to adopt; as noted above, Prologis has previously found itself in a similar position. Nonetheless, it appends the updated SoCG to this letter (in clean and tracked form) in the hope that it may still be of assistance to the ExP.

Examination Library

By way of an email to the East Midlands Gateway 2 PINS team, Prologis' representatives, DLA Piper UK LLP, alerted PINS to some discrepancies in the examination library published following Deadline 7 submissions. In particular, Prologis and EMA's Joint Submission on Procedural Fairness had not been assigned a reference number, albeit it had been confirmed as safely received and uploaded to the examination portal. Prologis appreciates that a significant number of documents are received by the EMG2 PINS team and merely notes this point to advise that references to the Procedural Fairness Submission in Prologis' Deadline 8 submissions do not contain an examination library reference accordingly.

Collaboration with EMA/EMIAL

Prologis notes that it has had sight of the Deadline 8 Submission made by East Midlands Airport Limited and East Midlands Airport Property Investments (Industrial) Limited (together "**EMA/EMIAL**"), and that those submissions have been prepared following collaboration and discussion between Prologis and EMA/EMIAL.

Prologis considers that EMA/EMIAL's submissions are aligned with Prologis' own case. Prologis therefore supports and agrees with EMA/EMIAL's submissions insofar as they overlap with and reinforce the points advanced by Prologis, without seeking to repeat those points in Prologis' own submissions.

AI Declaration

In compliance with the requirement in the Rule 8 letter, Prologis confirms that artificial intelligence tools (Microsoft Copilot and Harvey) have been used to a limited extent in the preparation of the submissions enclosed with this letter. Specifically, AI has been used to assist with select research, proof-reading, and summarising aspects of the documents. The outputs generated by AI have been reviewed and verified by qualified professionals.

Yours faithfully

[redacted]

DLA Piper UK LLP

Appendix 1 – Updated Summary and Signposting Document (Clean)

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 8 UPDATED 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 8, 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 7 and Prologis' and EMA/EMIAL's Procedural Fairness Submission dated 1 September 2026 (together, "the **Submissions**").

1.2 Terms and abbreviations used in this document have the meanings given in the glossary set out at section 2 below.

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 A version of this document was submitted at Deadline 7 and has been updated at Deadline 8 to reflect the Deadline 7 submissions of both Prologis and SEGRO and the Deadline 8 Submission of Prologis.

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.

1.8 Accordingly, Prologis invites the ExP to make one of the following recommendations to the Secretary of State:

(a) that the DCO Application is one which the ExP cannot lawfully recommend for approval and for which the SoS has no power lawfully to grant consent, the development for which consent is sought being materially different from the development to which the Direction applies, and that the application be refused for want of jurisdiction; or

(b) If there is jurisdiction to grant that Order, that it should not be made with compulsory acquisition powers granted over the Prologis/MAG Land as the statutory and policy tests in section 122 of the Planning Act 2008 and the CA Guidance not having been met.

2 Glossary

AD Guidance means the Government's guidance 'Planning Act 2008: Guidance on associated development applications for major infrastructure projects' (April 2013).

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 **D8** mean Prologis' submissions at Deadlines 2 to 8 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.

NPPF means the National Planning Policy Framework, and **NPPF 2026** means the version published on 17 August 2026.

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 has still not answered the three questions of law that arise: what is the correct approach to determining whether an application falls within the scope of a s.35 direction; how such a direction is to be interpreted; and the correct interpretation of this Direction.	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. At Deadline 7 SEGRO has maintained this approach, and added a further novel approach of judging consistency between the Direction and the development proposed by reference to the reasons given for the Direction rather than by reference to the description of development itself.	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; D7 [REP7-087] section 2, in particular paras 2.9-2.11.; D8 section 2	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	SEGRO's Deadline 6 clarification is that "co-located office function" means ancillary office only. At Deadline 7 SEGRO has confirmed that the office provision will not extend beyond what is properly characterised as ancillary but has	Responses to ExQ2 [REP4-082D] at 1.0.5; D4 [REP4-084D] section 3; D6 [REP6-107] section 3; D7 [REP7-087] paras 2.5-2.7; D8, section 3	Not agreed; for determination.

	Direction on the basis that it would be "sufficiently similar in nature and scale to remain nationally significant". SEGRO's confirmation that the office provision will not extend beyond ancillary office use is fatal rather than curative. If "co-located office" means no more than ancillary office use, Requirement 33 secures nothing beyond what the site would deliver in any event, ancillary office accommodation being already inherent in and authorised for B2/B8 development across the whole application site. Had those words meant no more than ancillary office accommodation they would not have needed to appear in the Direction at all, still less to have been relied upon so heavily in the qualifying request in making the case that what was proposed amounted to development of national significance.	not engaged with the consequences that logically flow from this.		
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 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	SEGRO relies on its Post Hearing Submission (REP4-034) and its responses to Deadline 2 and 3 submissions (REP4-033), rejecting any legal difficulty. At Deadline 7 SEGRO invites conformity to be tested by reference to the six reasons given by the SoS for making the Direction, which it says apply equally to the DCO Scheme.	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 Responses to ExQ3 [REP6-105D] Q19.0.1, which refers the ExP to D6 [REP6-107] paras 7.1–7.13; D7 [REP7-087] paras 2.2-2.14; D8, section 2	Not agreed; for determination.

	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. No change was made to Requirement 33 in SEGRO's Deadline 6 material and none at Deadline 7, so Prologis' critique of the requirement stands unrebutted. SEGRO has also still not said whether it contends that Requirement 33 satisfies the test of necessity, and the answer is damaging either way: if the requirement is necessary, the application as submitted was not consistent with the Direction; if it is not, SEGRO must explain why the development would be aligned with the Direction in its absence. SEGRO now invites the ExP and the SoS to test conformity not by reference to the description of development in the Direction but by reference to the six reasons given for making it. That is misconceived and conflates two distinct questions: the interpretation of the words used in the Direction, which is a question of law and logically the first step in establishing jurisdiction, and whether the same conclusions could be reached in respect of a different development, which is a matter of judgement arising only on a qualifying request for a new or varied direction. This attributes-based approach is the latest in a series of unsupported			

	formulations each using the reasons for the Direction to contradict rather than illuminate the description of development to which it relates.			
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 merely to supplant one developer with another. SEGRO now suggests that a conclusion that the DCO Scheme falls outside the Direction would not require refusal, because the SoS could vary the Direction under s.233(2) PA 2008 or the dDCO could	SEGRO maintains there is no legal difficulty. SEGRO says that, if the DCO Scheme were found to fall outside the Direction, the SoS could vary the Direction under s.233(2) PA 2008 within the determination timescales, or minor amendments could be made to Article 5 and Schedule 1, Work 1(b).	D6 [REP6-107] 3.6; Responses to ExQ2 [REP4-082D] Q1.0.5; D7 [REP7-087] paras 2.15 and 11.4-11.12; D8, section 4	Not agreed; for determination.

	be amended. Neither course is available. A variation made after the close of the Examination cannot retrospectively confer jurisdiction , and would deprive Prologis and other Interested Parties of procedural safeguards. The power to vary is exercisable only in response to a qualifying request, and none has been made; there is no application to vary and no indication that one will be made. A belated variation would also raise, for the first time, whether the development as varied is nationally significant, a question which has not been scrutinised in this Examination because it arises only on the making or variation of a direction, and it would aggravate the procedural fairness issues Prologis and EMA have raised throughout.			

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	SEGRO says the Guidance does not qualify "outweigh" and there is no requirement that benefits significantly outweigh private loss, and that the grant of	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.

	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, 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.	such powers is commonplace.		
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 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.

	SEGRO are in substance additive, arising from the scale of the whole site developed, rather than attributable to CA.			
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 precedent to be avoided is acquisition by a rival of land on which the same development is being promoted.	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.
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.	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 9–11	Principle accepted; its application to these facts not agreed; for determination

	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 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 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. The loss relied upon is not the value of the land: it is the loss of the ability to bring forward the development promoted in the Joint Application, the cloud placed over title and control of the Prologis/MAG Land, the chilling of investment and of lettings and agreements for lease, and the consequences for security of title and inward investment. None of that is compensated by payment of market value, and none of it depends upon the	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) At Deadline 7 SEGRO says that the private loss alleged by Prologis and EMA is financial in nature and is fully addressed by the compensation regime, all landowners receiving full market value for their land.	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.

	powers being exercised, because it crystallises on the making of the Order at a time when no compensation entitlement has arisen at all			
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	SEGRO contends the northern scheme is a different scheme, the southern land would not be viable as a phase 2, the phase 2 highway	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	Not agreed; for determination.

	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. Notwithstanding that SEGRO have conceded that development of the Southern Land 'might technically be viable', 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. Mr Roberts' Third Report identifies three scenarios that require consideration and concludes that the DCO scheme with full compulsory acquisition powers is not viable in any circumstances, that the DCO scheme without those powers would be viable if SEGRO engaged commercially with both Prologis and Mr Aldridge, and that separate planning permissions would bring both developments forward. Neither SEGRO nor Mr Cottage has provided any appraisal of the second or third scenarios.	works are unknown, and negotiation would involve delay and uncertainty preventing realisation within the Freeport Window.	[REP4-088D]; the Third Report of Mr Roberts at Appendix 1 of D7 [REP7-087]paras 2.6-2.10 and 2.40-2.41	
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	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	For determination.

	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.		[REP6-107] section 2; (c) likelihood of materially the same benefits coming forward without the powers, and whether SEGRO investigated that before applying for them - 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.	
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. Prologis invites the ExP to recommend, and the SoS to decide, that the powers sought over the Prologis/MAG Land be refused, even if it is concluded that there is jurisdiction to grant development consent for the proposed development.	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; D7 [REP7-087] paras 7.3-7.4	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 discarded before the draconian sanction sought (*Margate*), and compulsion is a last resort (*Saravanamuthu*); exploration means a genuine, structured, evidenced process, not box-ticking.	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 to seek compulsory powers.	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.
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. Whilst previously provided as a justification for refusing to explore relevant alternatives, SEGRO have since conceded in their Deadline 6 Submission (DCO 7.20) that development of the Southern Land “might technically be viable” however	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; D7 [REP7-087] 5.4-5.9; D8 section 5.	Not agreed; for determination.

	this concession has not been reflected in the progress subsequently made in negotiations.			
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's Deadline 6 and Deadline 7 material recasts the chronology around what it describes as facts that appear not to be disputed, listing the periods over which engagement took place and selected entries in the negotiation chronology. Prologis has reviewed SEGRO's updated chronology at Annex A to DCO 7.27 against its own contemporaneous records. Prologis does not generally dispute that further contact took place, but the commentary overstates SEGRO's willingness to reach agreement and understates Prologis' own efforts to progress commercial alternatives. Whether meetings and correspondence occurred has never	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. At Deadline 7 SEGRO relies on an updated chronology of engagement and says that the inability to reach agreement has not been through lack of effort or engagement but a failure to agree sensible commercial terms which appears to be intractable.	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; D7 [REP7-087] paras 4.1-4.7; D8 section 5	Not agreed; for determination.

	been the issue. No meaningful heads of terms for a joint venture have been tabled by SEGRO (i.e. those that were proposed by SEGRO on 17 November 2025 were not of sufficient detail to be properly considered), every structure Prologis has advanced has been rejected as not financially acceptable. That the parties are materially no closer to agreement, and that SEGRO has not even put forward meaningful heads of terms, is itself evidence of the absence of genuine exploration.			
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	SEGRO says that it has sought in good faith to reach agreement and that all reasonable	D4 [REP4-084D] section 4 (Compulsory Acquisition Test); Written Summary of Oral Submissions at CAH2 [REP4-085D]	Not agreed; for determination.

	is an alternative way of providing the benefits of the scheme without the powers. The failure therefore goes directly to s.122(3). SEGRO's argument that statute does not require alternatives to be explored before the powers are sought does not reflect the clear intent of paragraph 8 of the CA Guidance, and in any event misses the point: the draconian step of seeking powers of compulsion should come only after reasonable attempts to explore alternatives, at a time when changes such as amendments to the scheme can more readily be achieved and when engagement outside the adversarial setting of an examination offers a materially better prospect of agreement. An applicant cannot avoid the implications of an available alternative by sitting on its hands while the window of opportunity closes.	alternatives have been explored. SEGRO says that neither the statutory provisions nor the CA Guidance require an applicant to anticipate and exhaustively document every hypothetical delivery structure, or to rule out every alternative as impossible, the relevant exercise being whether there is a reasonable, available and deliverable alternative.	(submitted at Deadline 4) para 19; D7 [REP7-087] paras 4.5-4.7.	
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 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 7 submission is not accepted as accurate or complete.	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 to the Prologis response to ExQ2 7.0.2 submitted at Deadline 5.	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.

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 market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable. SEGRO submitted no expert evidence at Deadline 6 in answer to Mr Roberts' Second Report and elected not to put in any further viability evidence, so that evidence is effectively	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; D7 [REP7-087] section 5 and the Third Report at Appendix 1 to that Submission	Not agreed; for determination.

	unchallenged. Mr Roberts' Third Report now provides market evidence of comparable land transactions at between £420,000 and £890,000 per gross acre, materially above both the £225,000 per acre derived from the Aldridge option agreement and the indicative figure of £306,372 per acre (£31.25 million), which demonstrates that the land value assumptions underpinning SEGRO's appraisals are fatally flawed. Mr Roberts' conclusion is that there are no circumstances in which the DCO scheme could properly be found to be viable, so that the ExP can have no certainty that SEGRO would be able both to deliver the development and to meet its obligations to pay compensation. The ExP cannot properly fill that 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 has now effectively abandoned	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]); D7 [REP7-087] paras 5.1-5.9 and 5.12(a); the Third Report at Appendix 1, section 2	Not agreed; for determination.

	rather than evidenced its positive case that the Southern Land could not viably come forward as standalone development. The logical corollary of the matters it now relies upon - the absence of planning permission, unknown highway costs, unknown third-party land requirements and the absence of evidence that a landowner would sell - is that SEGRO has itself taken no steps to explore any of them, so that on its own account this alternative remains unexplored. To say that these matters are uncertain is not the same as reporting the outcome of a proper and conscientious appraisal of an obvious alternative to compulsory acquisition.			
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 proved the commercial viability of its own scheme.	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; D7 [REP7-087] paras 5.10-5.11; the Third Report at Appendix 1, section 3	Not agreed; for determination.
Adequacy of SEGRO's viability evidence and the	The viability evidence submitted at Deadline 1 is fundamentally flawed for	SEGRO gives a different account of the	Second Report of Mr Peter Roberts FRICS CEnv (Appendix 1 to the	Not agreed; no further viability

Action Point 35 spreadsheets	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 has still not grappled with the need to identify and justify a robust figure for the market value of the Prologis/MAG Land as a necessary step in demonstrating commercial viability, and has instead sought to reverse the burden of proof by inviting Prologis to provide a valuation of its own.	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.	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]; the Third Report at Appendix 1, sections 4 and 5	evidence submitted by SEGRO at Deadline 6 or Deadline 7; for determination
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-	Not engaged with.	D5 [REP5-065D] section 6; D6 [REP6-107] section 5; the Third Report at Appendix 1, section 6	For determination.

	delivery in full, within the Freeport Window, or at all.			

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	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]; D7 [REP7-087] paras 5.6 and 5.12	Not agreed; for determination

	recommend approval of the CA powers. SEGRO has still not provided an amended Statement of Reasons. The Statement of Reasons was prepared on a basis that has since been overtaken by events, but it has not been updated. In particular: (i) it predates the ExP's Rule 17 letter dated 2 June 2026 [PD-021] communicating its determination as to the likelihood and therefore need to address the implications of both the 'delivery' and non-delivery' scenarios; and (ii) it pre-dates SEGRO's effective abandonment of a key element of its stated case for the grant of powers of compulsory acquisition, namely the assertion that the Southern Land would not be viable or deliverable as a standalone development. Affected Persons, the ExP and the SoS are therefore left without any single, current and reliable statement of the case for compulsory acquisition.			
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	The two points are conflated.	D5 [REP5-065D] section 2, para 2.1	Not agreed; for determination

	"is not an EIA issue" as if directed at the assessment of displacement on the Northern Land, which is a plain and material mischaracterisation.			
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	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	Not agreed; for determination

	commercial and business development falls to be determined under s.105 as there is no NPS which has effect in relation to it.		[REP4-084D] Appendix 2 (response to AP39). SEGRO: [REP4-034]; [REP5-035D]	
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; D8 section 3.	Not agreed; for determination
Article 42	SEGRO's reasoning on Article 42 is opaque. It is unclear what the intended effect of the article is if it is not to address a situation in which the implementation or continued implementation of the DCO Scheme would otherwise be prevented by development delivered on part of the order land pursuant to a planning permission, applying the Hillside principle. If the article does not allow a permission on one part of the land to coexist with DCO development on the remainder, its purpose and intended legal effect are unexplained. If SEGRO invites the ExP to recommend that any Order made should include Article 42, it must make explicit what legal effect it contends the article has and its practical implications and limits.	SEGRO says that the operation of Article 42 would not assist with the ability to implement the remainder of the DCO Scheme if the Joint Application scheme were delivered on the Prologis/MAG Land.	D7 [REP7-087] paras 8.1-8.3	Not agreed; for determination
Associated development	SEGRO's response to the ExP's question on associated development consists of a table asserting, for each of Works Nos. 13 to 21, that there is a direct relationship with the principal development, that the works support its construction or operation or address its impacts, and that they are proportionate in nature and scale. No evidence is provided and no explanation is given as to how any of those	SEGRO says that Works Nos. 13 to 21 are associated development as defined in s.115(2) PA 2008 and satisfy the criteria in the AD Guidance.	D7 [REP7-087] paras 11.13-11.14; PRR [RR-024D] paras 13.19-13.25.	Not agreed; for determination

	conclusions is reached. The AD Guidance makes clear that it is for the SoS to decide, on a case-by-case basis, whether development should be treated as associated development, and the material needed to make that decision has not been supplied. The exercise the AD Guidance requires has been asserted to have been satisfied rather than carried out. The response is also incomplete, in that it does not address the requirement that associated development be subordinate to the principal development.			

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	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. At Deadline 7 SEGRO maintains that all of the highway mitigation works are necessary to mitigate the impact of the EMG2 development in terms of both highway safety and capacity, and that the wider strategic role of the M1 Junction 24 works does not affect that.	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]; D7 [REP7-087] paras 11.13-11.14	Not agreed; SEGRO's answer does not engage with its own acknowledgements

	EMG2 development". To that extent the works fall to be assessed as components of a wider strategic regional programme. SEGRO has asserted rather than evidenced that the works are proportionate in nature and scale and has not addressed the requirement that associated development be subordinate to principal development.			
A453 dualling	The safeguarding requirement (former Requirement 31) has been deleted from the dDCO, but SEGRO maintains that the land is needed for landscaping and that there is no sensible basis to decline to acquire the plots in question, whereas LCC continues to maintain its request for safeguarding along the entire EMG2 site frontage. The two positions cannot both be right. If LCC is correct, there is a need to safeguard the land for dualling in the public interest, and that is only possible if the land is not needed to allow for an acceptable level of landscaping for the DCO development; in those circumstances the plots must be removed from the scope of the proposed compulsory acquisition. If SEGRO is correct, it follows that the dualling of the A453 is either not required or can be delivered	SEGRO says the safeguarding requirement has been removed following receipt of the ExP's Schedule of Changes to the draft DCO, that LCC has produced no evidence base for the safeguarding it requests and that the request is entirely aspirational, but that the land remains needed to ensure appropriate landscaping for the logistics development.	D7 [REP7-087] paras 8.4-8.7; D5 [REP5-065D] para 5.11; CAH2 [REP4-085D] and ISH3 [REP4-086D] oral summarieshttps://nsip-documents.planninginspectorate.gov.uk/published-documents/BC0410001-001328-EMG2 - Prologis Deadline 5 Submission (30.06.26).pdf.	Requirement deleted but acquisition still sought; inconsistency unresolved; for determination

	without the use of this land. Further, until recently SEGRO was inviting the ExP to recommend that the former Requirement 31 be imposed and that to do so would be appropriate having regard to the relevant tests. It must therefore have assessed the implications of the land ceasing to be available for landscaping and satisfied itself that the DCO Scheme could be landscaped to an acceptable standard without it. The factors relevant to that judgment have not changed, and SEGRO does not claim that they have; whether the dualling is in fact required, and whether or when it may come forward, is immaterial to that question. SEGRO's change of stance is unexplained, unevidenced and unjustified, and the case for the compulsory acquisition of the relevant land has not been made out.			
J24 mitigation strategy	The J24 mitigation strategy is being progressed through a multi-developer consortium framework of which SEGRO is a participant, and the 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.	The mitigation is required to mitigate the DCO scheme and is consistent with, but not reliant upon, emerging strategic proposals for J24, of which it is a key first element.	Responses to ExQ1 [REP1-272D]; D4 [REP4-084D] section 7. SEGRO: [REP4-033] Appendix K	Position recorded; for determination

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 NPPF 2026, published on 17 August 2026, makes the national policy context for freight and logistics development on the Order Land under the Town and Country Planning Act 1990 materially more supportive than the December 2024 version. It follows that the more supportive those policies are, the greater the likelihood that materially the same development could be brought forward on the Prologis/MAG Land without the exercise of the powers, and the harder it is to reconcile SEGRO's case with the suggestion that there is no material	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. At Deadline 7 SEGRO relies on the NPPF 2026, which it says has increased the weight to be attached to the economic benefits of commercial development from significant to substantial.	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]; the updated response to ExQ3 Q1.0.1 at Appendix 2 to the D7 Submission.	Not agreed; for determination

	prospect of further development coming forward on the Southern Land.			
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. SEGRO's reliance on the Freeport designation to justify confining its site search for alternatives to the local area cannot be reconciled with its treatment of the non-delivery scenario, in which delivery inside or outside the Freeport Window appears to make no difference to the assessment of socio-economic impact. Either the Freeport Window is critical, in which case SEGRO's assessment of the non-delivery scenario is flawed for failing to reflect that, or it is not, in which case the heavily constrained site search area cannot be justified.	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; D7 [REP7-087] para 9.3	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	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

	developed under the JA or under the DCO.			
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; the Procedural Fairness Submission dated 1 September 2026	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 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.	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]; the Procedural Fairness Submission**,** sections 3 and 4	Request for a CAH rejected by the letter of 10 August 2026. Implications to be addressed by the ExP and the SoS.
Possible takeover of SEGRO plc	The position is that a best and final offer made by Prologis was unanimously recommended by SEGRO's board to its shareholders. Any transaction remains subject to shareholder approval and to clearance from	Raised by the ExP as the proposed scope of CAH3. SEGRO's position is materially the same, namely that the Examination should proceed and the	Responses to ExQ3 [REP6-105D] at 7.0.3. SEGRO: [AS-	Position updated at this deadline in

	the CMA and the European Commission. 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.	ExP's report and recommendation should be prepared on the basis that Prologis and SEGRO are two separate entities.	082D], [AS-083D]; D8, section 6	accordance with the ExP's request
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
Joint Application programme	It is now apparent that the Joint Application will not be reported to NWLDC's planning committee before the close of the Examination. That is the result of highways modelling review timescales and the review capacity available at National Highways and LCC, officer absence over the summer at both NWLDC and LCC, a policy objection from NWLDC's forward planning officer maintained notwithstanding the emerging Local Plan allocation supporting the development of the site, and the fact that the same authorities, teams and in places the same individuals serve both applications. There are no in-principle obstacles to the grant of planning permission; the matters which have led to delay are eminently resolvable and are actively being resolved, and the application is expected to go to committee by November and well before the date on which the SoS's decision must be made. The ExP is invited to recommend that a post-examination update be sought by the SoS on the Joint Application, and to address what effect resolution before determination should have.	SEGRO does not consider there is a realistic prospect that planning permission will be forthcoming for the development comprised in the Joint Application, or that it could viably be delivered even if permission were granted.	D7 [REP7-087] section 10.	Not agreed; the ExP is invited to recommend that a post-examination update be sought

3.1 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

9 September 2026

Appendix 2 – Updated Summary and Signposting Document (Tracked)

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 8~~7~~ UPDATED 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 8, 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 7 and Prologis' and EMA/EMIAL's Procedural Fairness Submission dated 1 September 2026 (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 2 below.

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.

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.

1.4

1.5 A version of this document was submitted at Deadline 7 and has been updated at Deadline 8 to reflect the Deadline 7 submissions of both Prologis and SEGRO and the Deadline 8 Submission of Prologis.

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.

1.8 Accordingly, Prologis invites the ExP to make one of the following recommendations to the Secretary of State:

(a) that the DCO Application is one which the ExP cannot lawfully recommend for approval and for which the SoS has no power lawfully to grant consent, the development for which consent is sought being materially different from the development to which the Direction applies, and that the application be refused for want of jurisdiction; or

(b) If there is jurisdiction to grant that Order, that it should not be made with compulsory acquisition powers granted over the Prologis/MAG Land as the statutory and policy tests in section 122 of the Planning Act 2008 and the CA Guidance not having been met.

~~1.7~~

2 Glossary

~~2~~ **AD Guidance** means the Government's guidance 'Planning Act 2008: Guidance on associated development applications for major infrastructure projects' (April 2013).

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 **D8~~7~~** mean Prologis' submissions at Deadlines 2 to 8~~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.

NPPF means the National Planning Policy Framework, and **NPPF 2026** means the version published on 17 August 2026.

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 has still not answered the three questions of law that arise: what is the correct approach to determining whether an application falls within the scope of a s.35 direction; how such a direction is to be interpreted; and the correct interpretation of this Direction.	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. At Deadline 7 SEGRO has maintained this approach, and added a further novel approach of judging consistency between the Direction and the development proposed by reference to the reasons given for the Direction rather than by reference to the description of development itself.	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; D7 [REP7-087] section 2, in particular paras 2.9-2.11.; D8 section 2	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	SEGRO's Deadline 6 clarification is that "co-located office function" means ancillary office only. At Deadline 7 SEGRO has confirmed that the office provision will not extend beyond what is properly characterised as ancillary but has	Responses to ExQ2 [REP4-082D] at 1.0.5; D4 [REP4-084D] section 3; D6 [REP6-107] section 3; D7 [REP7-087] paras 2.5-2.7; D8, section 3~~.~~	Not agreed; for determination.

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	Direction on the basis that it would be "sufficiently similar in nature and scale to remain nationally significant". SEGRO's confirmation that the office provision will not extend beyond ancillary office use is fatal rather than curative. If "co-located office" means no more than ancillary office use, Requirement 33 secures nothing beyond what the site would deliver in any event, ancillary office accommodation being already inherent in and authorised for B2/B8 development across the whole application site. Had those words meant no more than ancillary office accommodation they would not have needed to appear in the Direction at all, still less to have been relied upon so heavily in the qualifying request in making the case that what was proposed amounted to development of national significance.	not engaged with the consequences that logically flow from this.		
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 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	SEGRO relies on its Post Hearing Submission (REP4-034) and its responses to Deadline 2 and 3 submissions (REP4-033), rejecting any legal difficulty. At Deadline 7 SEGRO invites conformity to be tested by reference to the six reasons given by the SoS for making the Direction, which it says apply equally to the DCO Scheme.	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 Responses to ExQ3 [REP6-105D] Q19.0.1, which refers the ExP to D6 [REP6-107] paras 7.1–7.13~~.~~; D7 [REP7-087] paras 2.2-2.14; D8, section 2	Not agreed; for determination.

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	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. No change was made to Requirement 33 in SEGRO's Deadline 6 material and none at Deadline 7, so Prologis' critique of the requirement stands unrebutted. SEGRO has also still not said whether it contends that Requirement 33 satisfies the test of necessity, and the answer is damaging either way: if the requirement is necessary, the application as submitted was not consistent with the Direction; if it is not, SEGRO must explain why the development would be aligned with the Direction in its absence. SEGRO now invites the ExP and the SoS to test conformity not by reference to the description of development in the Direction but by reference to the six reasons given for making it. That is misconceived and conflates two distinct questions: the interpretation of the words used in the Direction, which is a question of law and logically the first step in establishing jurisdiction, and whether the same conclusions could be reached in respect of a different development, which is a matter of judgement arising only on a qualifying request for a new or varied direction. This attributes-based approach is the latest in a series of unsupported			

	formulations each using the reasons for the Direction to contradict rather than illuminate the description of development to which it relates.			
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 merely to supplant one developer with another. SEGRO now suggests that a conclusion that the DCO Scheme falls outside the Direction would not require refusal, because the SoS could vary the Direction under s.233(2) PA 2008 or the dDCO could	SEGRO maintains there is no legal difficulty. SEGRO says that, if the DCO Scheme were found to fall outside the Direction, the SoS could vary the Direction under s.233(2) PA 2008 within the determination timescales, or minor amendments could be made to Article 5 and Schedule 1, Work 1(b).	D6 [REP6-107] 3.6; Responses to ExQ2 [REP4-082D] Q1.0.5; D7 [REP7-087] paras 2.15 and 11.4-11.12; D8, section 4	Not agreed; for determination.

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	be amended. Neither course is available. A variation made after the close of the Examination cannot retrospectively confer jurisdiction , and would deprive Prologis and other Interested Parties of procedural safeguards. The power to vary is exercisable only in response to a qualifying request, and none has been made; there is no application to vary and no indication that one will be made. A belated variation would also raise, for the first time, whether the development as varied is nationally significant, a question which has not been scrutinised in this Examination because it arises only on the making or variation of a direction, and it would aggravate the procedural fairness issues Prologis and EMA have raised throughout.			

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	SEGRO says the Guidance does not qualify "outweigh" and there is no requirement that benefits significantly outweigh private loss, and that the grant of	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.

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	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, 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.	such powers is commonplace.		
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 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.

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	SEGRO are in substance additive, arising from the scale of the whole site developed, rather than attributable to CA.			
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 precedent to be avoided is acquisition by a rival of land on which the same development is being promoted.	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.
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.	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 9~~1~~–11~~3~~	Principle accepted; its application to these facts not agreed; for determination

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	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 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 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. The loss relied upon is not the value of the land: it is the loss of the ability to bring forward the development promoted in the Joint Application, the cloud placed over title and control of the Prologis/MAG Land, the chilling of investment and of lettings and agreements for lease, and the consequences for security of title and inward investment. None of that is compensated by payment of market value, and none of it depends upon the	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) At Deadline 7 SEGRO says that the private loss alleged by Prologis and EMA is financial in nature and is fully addressed by the compensation regime, all landowners receiving full market value for their land.	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.

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	powers being exercised, because it crystallises on the making of the Order at a time when no compensation entitlement has arisen at all			
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	SEGRO contends the northern scheme is a different scheme, the southern land would not be viable as a phase 2, the phase 2 highway	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	Not agreed; for determination.

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	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. Notwithstanding that SEGRO have conceded that development of the Southern Land 'might technically be viable', – 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. Mr Roberts' Third Report identifies three scenarios that require consideration and concludes that the DCO scheme with full compulsory acquisition powers is not viable in any circumstances, that the DCO scheme without those powers would be viable if SEGRO engaged commercially with both Prologis and Mr Aldridge, and that separate planning permissions would bring both developments forward. Neither SEGRO nor Mr Cottage has provided any appraisal of the second or third scenarios.	works are unknown, and negotiation would involve delay and uncertainty preventing realisation within the Freeport Window.	[REP4-088D].]; the Third Report of Mr Roberts at Appendix 1 of D7 [REP7-087]paras 2.6-2.10 and 2.40-2.41	
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	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	For determination.

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	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.		[REP6-107] section 2; (c) likelihood of materially the same benefits coming forward without the powers, and whether SEGRO investigated that before applying for them - 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.	
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. Prologis invites the ExP to recommend, and the SoS to decide, that the powers sought over the Prologis/MAG Land be refused, even if it is concluded that there is jurisdiction to grant development consent for the proposed development.	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~~.~~; D7 [REP7-087] paras 7.3-7.4	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 discarded before the draconian sanction sought (*Margate*), and compulsion is a last resort (*Saravanamuthu*); exploration means a genuine, structured, evidenced process, not box-ticking.	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 to seek compulsory powers.	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.
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. Whilst previously provided as a justification for refusing to explore relevant alternatives, SEGRO have since conceded in their Deadline 6 Submission (DCO 7.20) that development of the Southern Land “might technically be viable” however	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; D7 [REP7-087] 5.4-5.9; D8 section 5.	Not agreed; for determination.

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	this concession has not been reflected in the progress subsequently made in negotiations.			
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's Deadline 6 and Deadline 7 material recasts the chronology around what it describes as facts that appear not to be disputed, listing the periods over which engagement took place and selected entries in the negotiation chronology. Prologis has reviewed SEGRO's updated chronology at Annex A to DCO 7.27 against its own contemporaneous records. Prologis does not generally dispute that further contact took place, but the commentary overstates SEGRO's willingness to reach agreement and understates Prologis' own efforts to progress commercial alternatives. -Whether meetings and correspondence occurred has never	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. At Deadline 7 SEGRO relies on an updated chronology of engagement and says that the inability to reach agreement has not been through lack of effort or engagement but a failure to agree sensible commercial terms which appears to be intractable.	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; D7 [REP7-087] paras 4.1-4.7; D8 section 5.	Not agreed; for determination.

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	been the issue. No meaningful heads of terms for a joint venture have been tabled by SEGRO (i.e. those that were proposed by SEGRO on 17 November 2025 were not of sufficient detail to be properly considered), every structure Prologis has advanced has been rejected as not financially acceptable. That the parties are materially no closer to agreement, and that SEGRO has not even put forward meaningful heads of terms, is itself evidence of the absence of genuine exploration.			
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	SEGRO says that it has sought in good faith to reach agreement and that all reasonable	D4 [REP4-084D] section 4 (Compulsory Acquisition Test); Written Summary of Oral Submissions at CAH2 [REP4-085D]	Not agreed; for determination.

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	is an alternative way of providing the benefits of the scheme without the powers. The failure therefore goes directly to s.122(3). SEGRO's argument that statute does not require alternatives to be explored before the powers are sought does not reflect the clear intent of paragraph 8 of the CA Guidance, and in any event misses the point: the draconian step of seeking powers of compulsion should come only after reasonable attempts to explore alternatives, at a time when changes such as amendments to the scheme can more readily be achieved and when engagement outside the adversarial setting of an examination offers a materially better prospect of agreement. An applicant cannot avoid the implications of an available alternative by sitting on its hands while the window of opportunity closes.	alternatives have been explored. SEGRO says that neither the statutory provisions nor the CA Guidance require an applicant to anticipate and exhaustively document every hypothetical delivery structure, or to rule out every alternative as impossible, the relevant exercise being whether there is a reasonable, available and deliverable alternative.	(submitted at Deadline 4) para 19; D7 [REP7-087] paras 4.5-4.7.	
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 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 7~~5~~ ~~response~~ submission is not accepted as accurate or complete.	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 to the Prologis response to ExQ2 7.0.2 submitted at Deadline 5.	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.

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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 market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable. – SEGRO submitted no expert evidence at Deadline 6 in answer to Mr Roberts' Second Report and elected not to put in any further viability evidence, so that evidence is effectively	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~~D7 [REP7-087] section 5 and the ~~ExP cannot properly fill the resulting evidential gap by surmise or assumption.~~Third Report at Appendix 1 to that Submission	Not agreed; for determination.

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	unchallenged. Mr Roberts' Third Report now provides market evidence of comparable land transactions at between £420,000 and £890,000 per gross acre, materially above both the £225,000 per acre derived from the Aldridge option agreement and the indicative figure of £306,372 per acre (£31.25 million), which demonstrates that the land value assumptions underpinning SEGRO's appraisals are fatally flawed. Mr Roberts' conclusion is that there are no circumstances in which the DCO scheme could properly be found to be viable, so that the ExP can have no certainty that SEGRO would be able both to deliver the development and to meet its obligations to pay compensation. The ExP cannot properly fill that 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 has now effectively abandoned	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]~~).~~]); D7 [REP7-087] paras 5.1-5.9 and 5.12(a); the Third Report at Appendix 1, section 2	Not agreed; for determination.

	rather than evidenced its positive case that the Southern Land could not viably come forward as standalone development. The logical corollary of the matters it now relies upon - the absence of planning permission, unknown highway costs, unknown third-party land requirements and the absence of evidence that a landowner would sell - is that SEGRO has itself taken no steps to explore any of them, so that on its own account this alternative remains unexplored. To say that these matters are uncertain is not the same as reporting the outcome of a proper and conscientious appraisal of an obvious alternative to compulsory acquisition.			
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 proved the commercial viability of its own scheme.	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~~.~~; D7 [REP7-087] paras 5.10-5.11; the Third Report at Appendix 1, section 3	Not agreed; for determination.
Adequacy of SEGRO's viability evidence and the	The viability evidence submitted at Deadline 1 is fundamentally flawed for	SEGRO gives a different account of the	Second Report of Mr Peter Roberts FRICS CEnv (Appendix 1 to the	Not agreed; ~~specific valuation~~

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Action Point 35 spreadsheets	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 has still not grappled with the need to identify and justify a robust figure for the market value of the Prologis/MAG Land as a necessary step in demonstrating commercial viability, and has instead sought to reverse the burden of proof by inviting Prologis to provide a valuation of its own.	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.	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~~].~~]; the Third Report at Appendix 1, sections 4 and 5	~~issues are deferred to the experts' joint document requested by the ExP.~~no further viability evidence submitted by SEGRO at Deadline 6 or Deadline 7; for determination
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-	Not engaged with.	D5 [REP5-065D] section 6; D6 [REP6-107] section 5~~.~~; the Third Report at Appendix 1, section 6	For determination.

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	delivery in full, within the Freeport Window, or at all.			

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	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]; D7 [REP7-087] paras 5.6 and 5.12	Not agreed; for determination

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	recommend approval of the CA powers. SEGRO has still not provided an amended Statement of Reasons. The Statement of Reasons was prepared on a basis that has since been overtaken by events, but it has not been updated. In particular: (i) it predates the ExP's Rule 17 letter dated 2 June 2026 [PD-021] communicating its determination as to the likelihood and therefore need to address the implications of both the 'delivery' and non-delivery' scenarios; and (ii) it pre-dates SEGRO's effective abandonment of a key element of its stated case for the grant of powers of compulsory acquisition, namely the assertion that the Southern Land would not be viable or deliverable as a standalone development. Affected Persons, the ExP and the SoS are therefore left without any single, current and reliable statement of the case for compulsory acquisition.			
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	The two points are conflated.	D5 [REP5-065D] section 2, para 2.1	Not agreed; for determination

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	"is not an EIA issue" as if directed at the assessment of displacement on the Northern Land, which is a plain and material mischaracterisation.			
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

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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	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	Not agreed; for determination

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	commercial and business development falls to be determined under s.105 as there is no NPS which has effect in relation to it.		[REP4-084D] Appendix 2 (response to AP39). SEGRO: [REP4-034]; [REP5-035D]	
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; D8 section 3.	Not agreed; for determination
Article 42	SEGRO's reasoning on Article 42 is opaque. It is unclear what the intended effect of the article is if it is not to address a situation in which the implementation or continued implementation of the DCO Scheme would otherwise be prevented by development delivered on part of the order land pursuant to a planning permission, applying the Hillside principle. If the article does not allow a permission on one part of the land to coexist with DCO development on the remainder, its purpose and intended legal effect are unexplained. If SEGRO invites the ExP to recommend that any Order made should include Article 42, it must make explicit what legal effect it contends the article has and its practical implications and limits.	SEGRO says that the operation of Article 42 would not assist with the ability to implement the remainder of the DCO Scheme if the Joint Application scheme were delivered on the Prologis/MAG Land.	D7 [REP7-087] paras 8.1-8.3	Not agreed; for determination
Associated development	SEGRO's response to the ExP's question on associated development consists of a table asserting, for each of Works Nos. 13 to 21, that there is a direct relationship with the principal development, that the works support its construction or operation or address its impacts, and that they are proportionate in nature and scale. No evidence is provided and no explanation is given as to how any of those	SEGRO says that Works Nos. 13 to 21 are associated development as defined in s.115(2) PA 2008 and satisfy the criteria in the AD Guidance.	D7 [REP7-087] paras 11.13-11.14; PRR [RR-024D] paras 13.19-13.25.	Not agreed; for determination

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	conclusions is reached. The AD Guidance makes clear that it is for the SoS to decide, on a case-by-case basis, whether development should be treated as associated development, and the material needed to make that decision has not been supplied. The exercise the AD Guidance requires has been asserted to have been satisfied rather than carried out. The response is also incomplete, in that it does not address the requirement that associated development be subordinate to the principal development.			

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. SEGRO has asserted rather than evidenced that	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. At Deadline 7 SEGRO maintains that all of the highway mitigation works are necessary to mitigate the impact of the EMG2 development in terms of both highway safety and capacity, and that the wider strategic role of the M1 Junction 24 works does not affect that.	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]; D7 [REP7-087] paras 11.13-11.14]	Not agreed; SEGRO's answer does not engage with its own acknowledgements

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	the works are proportionate in nature and scale and has not addressed the requirement that associated development be subordinate to principal development.			
A453 dualling	~~Prologis' position about~~The safeguarding requirement (former Requirement 31) has been deleted from the dDCO, but SEGRO maintains that the land is needed for landscaping and that there is no sensible basis to decline to acquire the plots in question, whereas LCC continues to maintain its request for safeguarding along the entire EMG2 site frontage. The two positions cannot both be right. If LCC is correct, there is a need to safeguard the land for dualling in the public interest, and that is only possible if the land is not needed to allow for an acceptable level of landscaping for the DCO development; in those circumstances the plots must be removed from the ~~implications~~scope of the proposed ~~A453~~compulsory acquisition. If SEGRO is correct, it follows that the dualling ~~and SEGRO's willingness~~of the A453 is either not required or can be delivered without the use of this land. Further, until recently SEGRO was inviting the ExP to ~~accept a requirement 'safeguarding'~~recommend that the former Requirement 31 be imposed and that to do so would be appropriate having regard to the relevant tests. It must therefore have assessed the implications of the land	~~No answer given.~~SEGRO says the safeguarding requirement has been removed following receipt of the ExP's Schedule of Changes to the draft DCO, that LCC has produced no evidence base for the safeguarding it requests and that the request is entirely aspirational, but that the land remains needed to ensure appropriate landscaping for the logistics development.	D7 [REP7-087] paras 8.4-8.7; D5 [REP5-065D] para 5.11; CAH2 [REP4-085D] and ISH3 [REP4-086D] oral summaries~~; D5 [REP5-065D] para 5.11~~.	~~Unanswered by SEGRO~~Requirement deleted but acquisition still sought; inconsistency unresolved; for determination

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	ceasing to be available for landscaping and satisfied itself that ~~purpose remains unanswered~~the DCO Scheme could be landscaped to an acceptable standard without it. The factors relevant to that judgment have not changed, and SEGRO does not claim that they have; whether the dualling is in fact required, and whether or when it may come forward, is immaterial to that question. SEGRO's change of stance is unexplained, unevidenced and unjustified, and the case for the compulsory acquisition of the relevant land has not been made out.			
J24 mitigation strategy	The J24 mitigation strategy is being progressed through a multi-developer consortium framework of which SEGRO is a participant, and the 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.	The mitigation is required to mitigate the DCO scheme and is consistent with, but not reliant upon, emerging strategic proposals for J24, of which it is a key first element.	Responses to ExQ1 [REP1-272D]; D4 [REP4-084D] section 7. SEGRO: [REP4-033] Appendix K	Position recorded; for determination
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	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

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	fall to be secured through the usual condition, s.106 and s.278 mechanisms.			
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	Position recorded against the Agreed Joint Position	D4 [REP4-084D] para 7.4 and response to AP49 at Appendix 1; Responses to ExQ2 [REP4-082D]	Not agreed; for determination

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	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.	Statement on SRN mitigation.	on highways. SEGRO: [REP1-060D]	
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

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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	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.– At Deadline 7 SEGRO relies on the NPPF 2026, which it says has increased the weight to be attached to	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]]; the updated response to ExQ3 Q1.0.1 at Appendix 2 to the D7 Submission.	Not agreed; for determination

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	additive rather than attributable to CA. They would be likely to come forward without CA. The NPPF 2026, published on 17 August 2026, makes the national policy context for freight and logistics development on the Order Land under the Town and Country Planning Act 1990 materially more supportive than the December 2024 version. It follows that the more supportive those policies are, the greater the likelihood that materially the same development could be brought forward on the Prologis/MAG Land without the exercise of the powers, and the harder it is to reconcile SEGRO's case with the suggestion that there is no material prospect of further development coming forward on the Southern Land.	the economic benefits of commercial development from significant to substantial.		
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. SEGRO's reliance on the Freeport designation to justify confining its site search for alternatives to the local area cannot be reconciled with its treatment of the non-delivery scenario, in which	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; D7 [REP7-087] para 9.3	Not agreed; for determination

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	delivery inside or outside the Freeport Window appears to make no difference to the assessment of socio-economic impact. Either the Freeport Window is critical, in which case SEGRO's assessment of the non-delivery scenario is flawed for failing to reflect that, or it is not, in which case the heavily constrained site search area cannot be justified.			
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	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

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	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.			

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; the Procedural Fairness Submission dated 1 September 2026]	Maintained; matters of record

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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 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.	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]; the Procedural Fairness Submission, ~~[],~~ sections 3 and 4	Request for a CAH rejected by the letter of 10 August 2026. Implications to be addressed by the ExP and the SoS.
Possible takeover of SEGRO plc	~~[POSITION AS AT THE DATE OF FILING TO BE INSERTED.]~~The position is that a best and final offer made by Prologis was unanimously recommended by SEGRO's board to its shareholders. Any transaction remains subject to shareholder approval and to clearance from the CMA and the European Commission. 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. SEGRO's position is materially the same, namely that the Examination should proceed and the ExP's report and recommendation should be prepared on the basis that Prologis and SEGRO are two separate entities.	Responses to ExQ3 [REP6-105D] at 7.0.3. SEGRO: [AS-082D], [AS-083D]; D8, section 6~~.~~	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
Joint Application programme	It is now apparent that the Joint Application will not be reported to NWLDC's planning committee before the close of the Examination. That is the result of highways	SEGRO does not consider there is a realistic prospect that planning permission will be forthcoming for the	D7 [REP7-087] section 10.	Not agreed; the ExP is invited to recommend that a post-

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	modelling review timescales and the review capacity available at National Highways and LCC, officer absence over the summer at both NWLDC and LCC, a policy objection from NWLDC's forward planning officer maintained notwithstanding the emerging Local Plan allocation supporting the development of the site, and the fact that the same authorities, teams and in places the same individuals serve both applications. There are no in-principle obstacles to the grant of planning permission; the matters which have led to delay are eminently resolvable and are actively being resolved, and the application is expected to go to committee by November and well before the date on which the SoS's decision must be made. The ExP is invited to recommend that a post-examination update be sought by the SoS on the Joint Application, and to address what effect resolution before determination should have.	development comprised in the Joint Application, or that it could viably be delivered even if permission were granted.		examination update be sought

3.1 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	Disputed.	Section 1 above; D6 [REP6-107] sections 1 and 3	For determination

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	development applied for is unresolved and it is now too late to resolve it.			
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~~9 September 2026

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Appendix 3 – Summary of Prologis' Deadline 8 Submission

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 8 SUBMISSION

ON BEHALF OF

PROLOGIS UK LIMITED AND PROLOGIS UK 121 LIMITED

1 Introduction

1.1 SEGRO's Deadline 7 material is overwhelmingly repetitious. Where that is so, Prologis identifies the issue and relies on its previous submissions.

1.2 Prologis's position is unchanged in respect of viability and compulsory acquisition:

(a) SEGRO's Deadline 7 viability material is limited and high-level, introduces no new appraisal or evidence, and does not address the substance of Mr Roberts' evidence. Prologis relies on Mr Roberts' Third Report submitted at Deadline 7 and his two previous Reports.

(b) On compulsory acquisition, SEGRO maintains its refusal to update the Statement of Reasons, which pre-dates both the ExP's Rule 17 letter of 2 June 2026 and SEGRO's effective abandonment of its case that the Southern Land would not be viable or deliverable as a standalone development. The ExP and Secretary of State cannot rely on the Statement of Reasons as a comprehensive and current description of SEGRO's case.

2 Section 35 Direction

2.1 Nothing of substance has changed that could affect the jurisdictional obstacle demonstrated to exist. The relevant dDCO provisions are unchanged and SEGRO has offered no further drafting to address the vires issue. The jurisdictional position is materially as it stood at Deadline 6.

2.2 SEGRO's attempts to answer Prologis's case amount to bare assertions without authority, legal analysis or engagement with Prologis's reasoning:

(a) SEGRO asserts "no material divergence" but provides no reference to authority or engagement with Prologis's detailed explanation of why the development sought is materially different to the development to which the Direction applies, and why the drafting relied upon is meaningless and of no legal effect;

(b) SEGRO persists in calling the s35 mechanism "relatively rudimentary", but the statutory position is clear – a Section 35 Direction may only be made in response to a qualifying request which must "specify the development to which it relates" (s35ZA(11)), a formulation paralleled in s37(3)(a) for DCO applications;

(c) SEGRO's qualifying request was accompanied by some 65 pages of appendices specifying the development with considerable particularity – once aware of the divergence, SEGRO could and should have sought a variation before submitting the DCO application;

(d) SEGRO's reliance on the Direction's invitation to seek amendment if details change does not assist – it recognises the jurisdictional significance of the description and the need to address discrepancies before application.

2.3 SEGRO's submissions on Requirement 33 and the "campus" make no attempt to address Prologis's demonstration that Requirement 33 is devoid of legal effect and incapable of aligning the development with the Direction. The absence of further prescription in the Direction cannot enlarge its description, nor permit SEGRO to substitute a broader description of its own.

2.4 SEGRO now observes that no legal challenge was brought against the Direction, but that takes it nowhere. The question has never been whether the Direction was lawfully made, but whether the Secretary of State has power to grant consent for the development actually applied for in reliance on the Direction as made.

2.5 SEGRO invites the ExP to test conformity not by reference to the Direction's description of development but by reference to six reasons the Secretary of State gave for making the Direction. This is misconceived. It conflates two distinct questions: the correct interpretation of the Direction's words (a matter of law for this Examination) and whether the same conclusions could be reached for a different development (a matter for a new qualifying request). The approach is unsupported by authority and substitutes a self-selected proxy for the statutory question. It is the latest in a series of legally flawed formulations, each sharing the flaw of using the reasons for the Direction to contradict rather than illuminate the description of development.

3 dDCO

3.1 SEGRO confirms that "co-located office" means ancillary office space. If so, Requirement 33 secures nothing beyond what a B2/B8 development would deliver in any event – it does nothing to align the development with the Direction.

3.2 SEGRO mischaracterises the problem as relating to "delivery of the carbon neutral campus", inviting the Secretary of State to ignore the Direction's references to "headquarters" and "head office functions". Those terms were used because they were in the qualifying request and describe significant non-ancillary E-class office uses forming part of the specified development. SEGRO has not sought consent for such use; the reference has been stripped from Requirement 33's operative provisions.

3.3 The features relied upon to obtain the Direction and the finding of national significance have been progressively removed. What remains is a typical B2/B8 scheme, not the development to which the Direction applies. There is no jurisdiction to grant consent, and none to authorise compulsory acquisition.

4 Procedural Fairness

4.1 SEGRO has had three opportunities to address the legal obstacles Prologis identified to a late variation of the Direction (Deadlines 5, 6a and 7) and has taken none. The power to vary is exercisable only in response to a qualifying request; none has been made. A belated variation to confer jurisdiction retrospectively would deprive Affected Persons of the ability to challenge the Direction's lawfulness before acceptance, to probe the application during examination, and to rely on the ExP's inquisitorial powers. It would substantially aggravate the procedural fairness issues raised from the outset and introduce the central jurisdictional premise only after the close of the Examination.

4.2 The ExP directed that Deadline 7 summary and signposting documents should not repeat representations already made or comprise closing submissions. Prologis adhered to that direction. SEGRO's document is indistinguishable from conventional closing submissions. Acceptance of those submissions would introduce further imbalance and unfairness.

5 Chronology of Engagement

5.1 Prologis does not dispute that contact has taken place but firmly disputes SEGRO's characterisation. The chronology commentary consistently overstates SEGRO's willingness to agree and understates Prologis's efforts. Having reviewed against contemporaneous records, Prologis identifies multiple misrepresentations and unfair characterisations in SEGRO's account.

5.2 Prologis has consistently sought to progress alternatives while the information necessary for substantive negotiation has been slow to materialise from SEGRO. SEGRO has not undertaken proper, effective and substantive negotiation, and has not exhausted reasonable alternatives to compulsory acquisition, as required by s122 of the Planning Act 2008 and the associated Guidance.

6 Updates

6.1 The Joint Application is in a materially similar position as at Deadline 7; the National Highways holding objection remains but Prologis is confident there are no in-principle obstacles to planning permission, expected at committee by November. Prologis invites the ExP to recommend a post-examination update.

6.2 On the takeover of SEGRO plc, Prologis remains subject to City Code and UK MAR re-strictions. The best and final offer was unanimously recommended by SEGRO's board. Any transaction remains subject to shareholder approval and CMA/European Commission clearance. The Examination should proceed on the basis that the parties remain separate entities. The ExP is invited to recommend a post-examination update.

DLA Piper UK LLP

9 September 2026

Appendix 4 – Deadline 8 Tripartite SoCG (Clean)

East Midlands Gateway
Phase 2 (EMG2)
Document DCO 8.12

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Statement of Common Ground between the DCO Applicant and East Midlands International Airport Limited/East Midlands Airport Property Investments (Industrial) Limited and Prologis UK 121 Limited/Prologis UK Limited

September 2026

The East Midlands Gateway Phase 2
and Highway Order 202X and The East Midlands Gateway
Rail Freight and Highway (Amendment) Order 202X

SEGRO.COM/SLPEMG2

SEGRO

1 Introduction

1.1 This SoCG has been requested by the Examining Panel and is entered into by (1) SEGRO Properties Limited who has submitted the DCO Application, (2) East Midlands International Airport Limited (“**EMA”**) and East Midlands Airport Property Investments (Industrial) Limited ("**EMIAL**") (together “**EMIA**”) and (3) Prologis UK Limited (PUKL) and Prologis UK 121 Limited (PUK121) (together “**Prologis**”).

1.2 This SoCG has been prepared in respect of development which is the subject of the DCO application comprising:

Main Component	Summary of Component	Works Nos.
DCO Application made by the DCO Applicant for the DCO Scheme		
EMG2 Works	Logistics and advanced manufacturing development located on the EMG2 Main Site south of East Midlands Airport and the A453, and west of the M1 motorway. The development includes HGV parking and a bus interchange.	DCO Works Nos. 1 to 5 including Further Works as described in the draft DCO (**APP-012D**).
	Together with an upgrade to the EMG1 substation and provision of a Community Park.	DCO Works Nos. 20 and 21 including relevant Further Works as described in the draft DCO (**APP-012D**).
Highway Works	Works to the highway network: the A453 EMG2 access junction works (referred to as the EMG2 Access Works); significant improvements at Junction 24 of the M1 (referred to as the J24 Improvements), works to the wider highway network including the Active Travel Link, Hyams Lane Works, works to Long Holden, L57 Footpath Upgrade, A6 Kegworth Bypass/A453 Junction Improvements and Finger Farm Roundabout Improvements.	DCO Works Nos. 6 to 19 including relevant Further Works as described in the draft DCO (**APP-012D**).

1.3 Capitalised terms refer to the Glossary at Appendix A to Chapter 1 of the Environmental Statement (**APP-067**) unless otherwise stated.

1.3 This SoCG relates only to the DCO Application and not the MCO Application. It also only deals with matters in which all three parties are involved relating to the EMG2 Main Site. A separate SoCG between EMIA and the DCO Applicant deals with matters in which Prologis are not involved.

2 Details of the Parties to this SoCG

2.1 Both EMA and EMIAL are part of the Manchester Airport Group ("**MAG**"). EMA is the owner and operator of East Midlands Airport and EMIAL is a subsidiary property investment company. Both companies have land interests within the EMG2 Main Site.

2.2 Prologis is a developer and has an agreement with EMIA to acquire the land owned by EMIA within the EMG2 Main Site.

2.3 The plan in Appendix 1 ('the plan') identifies the separate interests of EMIA, Prologis and the DCO Applicant within the EMG2 Main Site.

3 Content of this SoCG

3.1 The areas covered by this SoCG are as follows:

3.1.1 Land Interests

3.1.2 History of land acquisition

3.1.3 The planning application reference 24/00727/OUTM submitted by EMIA and promoted by EMIA and Prologis for development of that part of the EMG2 Main Site lying to the north of Hyam's Lane ("**Joint Application**")

3.1.4 The DCO Application

3.1.5 Negotiations between the parties

3.1.6 Infrastructure and interface matters

3.1.7 The Freeport

3.1.8 Viability

3.1.9 Matters under discussion

3.1.10 Matters not agreed

3.2 This SoCG records those matters which are agreed and, if appropriate, any matters that are not agreed and still under discussion between the DCO Applicant and EMIA/Prologis.

3.3 Where this SoCG is identified as a draft, some matters may still be under discussion. If appropriate, a final version that confirms the final positions of the parties on relevant matters will be submitted before the close of the Examination.

3.4 Within the following table a Red Amber Green (RAG) status has been applied as follows: green: agreed, amber – a matter under discussion and/or further work to be completed and red – not agreed.

3.5 Prologis and EMIA record at the outset that this SoCG has been prepared in circumstances where, as they have consistently submitted to the ExP, key components of SEGRO's evidence base were not submitted with the DCO Application. In particular, no viability evidence was submitted with the application (it was served late, at Deadline 1, and still lacks 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 Environmental Statement does not assess the adverse socio-economic consequences of frustrating the Joint Application. Prologis' position on a number of matters is accordingly expressly reserved (see Prologis' Deadline 4 Submission at section 6).

3.6 The Applicant rejects the entirety of the assertions made in paragraph 3.5 above.

3.7 Prologis and EMIA note that the Applicant's blanket 'rejection' of what is said in paragraph 3.5 is not accompanied by any explanation, and the matters set out there are matters of record: no viability evidence accompanied the DCO Application; the highways assessment has been revised repeatedly during the Examination; and the Environmental Statement was only amended to address the delivery and non-delivery scenarios following the ExP's Rule 17 letter, in terms which Prologis and EMIA continue to say are inadequate (see Prologis' Deadline 5 Submission and Prologis' Deadline 6 Submission at section 2).

Reference Number	Matter	Application Document	Applicants' Position	Interested Party's Position	Status	Date Agreed
Land Interests						
1.	Land Interests of EMIA	Book of Reference (**APP-021D**) and Land Plans (**APP-027D and 028D**)	The land interests of EMIA within the EMG2 Main Site are accurately set out in the Book of Reference (**APP 02.1D**) The interests are as follows: Plot 1/2 - Hyams Lane subsoil Plot 1/4 – Land coloured blue on the plan - EMIAL freehold subject to option in favour of Prologis and subject to an overage agreement Plot 1/6 – Right of Way – EMIAL Plot 1/7 and Plot 2/2 – Land coloured turquoise on the plan	Agreed.		D2 April 21 2026

			(part) – EMA freehold subject to option in favour of Prologis Plot 2/3 – Land coloured turquoise on the plan (remainder of turquoise land) – EMA freehold subject to separate minerals ownership There are other interests around the EMG2 Main Site which are owned by MAG and are accurately set out in the Book of Reference and Sheets 1 and 2 of the Land Plans. However, those further interests fall outside the scope of this SoCG. In some cases (e.g. the Active Travel Link), this land is addressed in the SoCG between SEGRO and East Midlands Airport on operational impacts.			
2.	Land Interests of Prologis	Book of Reference (**APP-021D**) and Land Plans (**APP-027D and 028D**)	The land interests of Prologis within the EMG2 Main Site are accurately set out in the Book of Reference (**APP 02.1D**) The interests are as follows: Plot 1/2 – Hyams Lane subsoil Plot 1/3 – Land coloured yellow on the plan – Prologis UK 121	Agreed.		D2 April 21 2026

			Limited freehold acquired from Messrs Jarrom Plots 1/4 – Land coloured blue on the plan – Prologis UK 121 Limited option to acquire from EMIAL Plot 1/5 – Land coloured orange on the plan – Prologis UK 121 Limited freehold acquired from Messrs Jarrom.			
History of Land Acquisition						
3.	Acquisition of land within EMG2 Main Site by SEGRO	Applicants Response to Relevant Representations of Prologis and EMIAL (REP1-051D **Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**) Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032 Appendix 12 response to paras 4.15 - 4.16 and para 5.10**)	The Applicant's position is summarised below - The Applicant acquired an option on the land south of Hyams Lane in 2018 - The Applicant then worked with MAG to promote the entire site through the Local Plan exercise and to consider various options to bring forward the site and also airside development during 2020 - 2023. - Despite many offers having been made to MAG it became apparent that it would prove difficult to reach agreement	Prologis and EMIA make no comment on the Applicant's stated motivation for seeking a s.35 direction. Prologis/EMIAL do not, however, agree with the Applicant's stated position in two respects. First, Prologis does not accept the description of the Joint Application as "(incomplete)"; the application was submitted on 31 May 2024, validated on 7 June 2024 (ref. 24/00727/OUTM) and has since been promoted jointly by Prologis and EMIA and updated in November 2025. Second, Prologis does not accept the Applicant's		

		ExP Second Written Questions – Q 7.0.2 and Annexure 7A [REP4-036](REP4-036) **Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 [REP5-033](REP5-033))**	within any certain timescale and, due to that, and the attraction of a certain consenting timescale and process with which the Applicant was familiar given its DCO experience, an application was made for the s.35 Direction which was issued in February 2024. - MAG submitted its (incomplete) planning application in June 2024 in the knowledge of the intention of the Applicant to progress the DCO. Whilst further information was submitted in November 2025 and May 2026 there remains outstanding information and analysis to be submitted as requested by National Highways. - the Applicant has always sought to negotiate with MAG and, since the end of 2024, Prologis to try and avoid the need to compulsory acquire land. - the Applicant is constrained from divulging the detail of the offers made since Prologis and MAG have refused to waive the protection of the NDA and without prejudice correspondence – hence the Applicant is effectively prevented	characterisation that it has "always sought to negotiate ... to try and avoid the need to compulsory acquire land"; the adequacy and genuineness of that engagement is in dispute and is addressed at items 18 and 22 (see Prologis' Written Representation dated 7 April 2026 at paragraphs 6.5–6.7; Prologis' Relevant Representation at section 10; and Prologis' Responses to ExQ2 at response 7.0.2). In relation to offers made to EMIA prior to Prologis' involvement, EMIA's position is that these offers either did not represent a fair market value for the land or had no SEGRO investment committee approval in circumstances where other bidders had put forward commercially acceptable offers that had been approved by their respective investment committees. Prologis and EMIA do not accept that the NDA and without prejudice correspondence prevents it		

			from responding to the assertion that the offers "did not represent a fair market value".	from evidencing the fact and substance of its *pre-application* exploration of alternatives, which is what paragraph 8 of the CA Guidance requires. Prologis has in any event not refused to engage on disclosure (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2). Prologis and EMIA do not accept that the Applicant's reference to outstanding information or the position adopted by National Highways implies that the Joint Application is deficient or stalled. The Joint Application continues to be progressed with the local planning authority, and further information was submitted in November 2025 and May 2026 in the ordinary course of engagement required when dealing with an application for a substantial scheme of development and as a consequence of the shift to the latest 2023 PRTM model for highways modelling. Prologis and MAG are actively engaging with the relevant statutory consultees, including National Highways, and discussions with National		

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				Highways and Leicestershire County Council are progressing constructively with a view to resolving the outstanding matters in a timely manner. A holding position adopted by a statutory consultee pending further information is a normal feature of the determination process and does not or indicate that the Joint Application will not be granted once the further information has been assessed (see Prologis' Deadline 5 Submission at section 8 and Prologis' Deadline 6 Submission).		
4.	Acquisition of land within EMG2 Main Site by Prologis	Applicants Response to Relevant Representations of Prologis and EMIAL (REP1-051D **Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**) Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (REP2-032	- Prologis acquired its interests in the land in October 2024 in the knowledge of the intention of the Applicant to progress the DCO. - The Applicant has consistently sought to negotiate with Prologis to try and avoid the need to compulsory acquire land and continues to do so. - The ExP is referred to the Applicant's response to the Prologis response to 2WQ 7.0.2 submitted at Deadline 5 for detail of discussions from which it is apparent that genuine and repeated attempts have	Prologis confirms that it acquired its freehold interest in the former Jarrom land on 29 October 2024 and holds further interests under an option agreement with EMIA. That acquisition followed an open-market competitive bid process conducted by the landowners' agent, in which it is understood SEGRO also participated and was not selected. Prologis does not accept the Applicant's framing that it acquired its interests "in the knowledge of the intention		

		Appendix 12 response to **paras 4.15 - 4.16 and para 5.10**) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 [**REP5-033**]) Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28)**	been made by the Applicant to avoid compulsory acquisition including during the four year period prior to the involvement of Prologis.	of the Applicant to progress the DCO" in so far as that framing is said to weigh against Prologis: the relevance of the timing of acquisition to the compelling-case and reasonable-alternatives tests is in dispute, and an affected party's commercial interest is not diminished by the existence of a competing developer's proposals. Prologis also does not accept the Applicant's characterisation that it has "consistently sought to negotiate … and continues to do so"; the adequacy and genuineness of that engagement is in dispute and is addressed at items 18 and 22 (see Prologis' Responses to ExQ1 [REP1-272D] (land sale history and chronology); Prologis' Written Representation dated 7 April 2026 at section 5 and paragraphs 6.5–6.7; and Prologis' Responses to ExQ2 at response 7.0.2). Prologis and EMIA do not accept the chronology appended to the Applicant's		

				Deadline 5 response as an accurate or complete record. They maintain the distinction between (i) whether meetings and correspondence took place and (ii) whether what took place amounted to genuine, substantive negotiation at a formative stage. The paragraph 8 duty is expressed in the past tense, and steps taken after the application was made cannot retrospectively satisfy it (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2).		
The Joint Application						
5.	Details of Joint Application		On 31 May 2024, EMIA submitted the Joint Application to NWLDC. The application has since been promoted jointly by Prologis and MAG and updated in November 2025 ("**Joint Application**").	On 31 May 2024, EMIA submitted the Joint Application to NWLDC (ref. 24/00727/OUTM). The application was validated on 7 June 2024 and has since been promoted jointly by Prologis and MAG and updated in November 2025.		D4 16 June 2026
6.	Content of Joint Application		The Joint Application seeks outline planning permission for up to 135,000 sqm of Class B2/B8 floorspace (plus ancillary offices),	The Joint Application seeks outline planning permission for up to 135,000 sqm of Class B2/B8 floorspace (plus		D4 16 June 2026

			together with a new all-movements junction on the A453, a Training Hub, a Transport Hub and associated infrastructure on the Prologis/EMIA Land.	ancillary offices), together with a new all-movements junction on the A453, a Training Hub, a Transport Hub and associated infrastructure on the Prologis/EMIA Land.		
7.	Location of Joint Application		The Prologis/EMIA Land is located within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.	The Prologis/EMIA Land is located within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.		D4 16 June 2026
8.	Freeport Status		Development on the Prologis/EMIA Land pursuant to the Joint Application, if granted and delivered within the Freeport Window would qualify for Freeport fiscal reliefs available to qualifying occupiers.	Agreed. Development on the Prologis/EMIA Land pursuant to the Joint Application, if granted and delivered within the Freeport Window, would qualify for Freeport fiscal reliefs available to qualifying occupiers.		
9.	Approval of both DCO and Joint Application		The grant of planning permission pursuant to the Joint Application would not, as a matter of law or planning policy, create a legal bar to the grant of a DCO for the DCO Application, or vice-versa.	Agreed.		D4 16 June 2026
10.	Affect of approval of Joint Application on deliverability/viability	Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**)	The grant of consent would not of itself be a bar to delivery/viability of the DCO scheme subject to the Applicant having the necessary powers to acquire all of the land	Prologis and EMIA agree that the grant of planning permission pursuant to the Joint Application would not itself be a bar to the delivery or		

	of the DCO Application	Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	interests including those subject to the joint application. The DCO will not be implemented without control over the land which is the subject of the Joint Application. Without CA powers the lack of control over the Joint Application land will present a barrier to delivery of the DCO and its attendant mitigation and benefits which include the delivery of the substantial improvements to J24.	viability of the DCO scheme. This is consistent with the acceptance by the Applicant's viability expert, Mr Colin Cottage, that viability is to be assessed on the assumption that planning permission would be granted for the Joint Application scheme, and the point is agreed on that basis. That agreement is, however, without prejudice to Prologis and EMIA's case that the Applicant's viability assessment fails to value the land subject to the Joint Application (the Prologis/EMIA Land) on a proper market basis, as addressed at items 11 and 34 below. Prologis and EMIA do not, in any event, agree the Applicant's qualification that delivery and viability are contingent upon the Applicant having the necessary powers to acquire all of the land interests, including those subject to the Joint Application; that qualification is in dispute and is addressed at items 11 and 17 below (see Prologis' Written Representation dated 7 April		

				2026 at section 6 and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25). Prologis and EMIA do not accept that the Applicant has demonstrated through evidence that compulsory acquisition is necessary. The Applicant's case is now that the powers are needed because negotiation is unlikely to succeed, which is an assertion about commercial preference rather than a demonstration of necessity. The draft DCO itself effectively compels collaboration (at paragraphs 5 and 6 of Part 1 of Schedule 2), and the asserted enhanced commercial risk and delay within the Freeport Window are not evidenced. The Freeport Window argument is also inconsistent with the Applicant's own treatment of the non-delivery scenario, in which delivery outside the Freeport Window is treated as immaterial (see Prologis' Deadline 5 Submission at section 6 and Prologis' Deadline 6 Submission).		

11.	Effect of implementation of Joint Application on deliverability/viability of the DCO Application	Viability Appraisal and Summary of Viability Appraisal [**REP1-027D** **and** **REP1-028D**] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - **REP4-033** Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 **REP5-033**) Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	If the DCO scheme were approved without the necessary CA powers then the DCO scheme would not be deliverable and viable since - the scheme to the north of Hyams Lane under the Joint Application is a different scheme from that to be authorised by the DCO - the land to the south of Hyams Lane would not be viable to deliver as a phase 2 - the highway works for any phase 2 are unknown however the NSIP included in the DCO in respect of works to J24 would not be delivered. - The suggestion that the approval of the DCO without CA powers would enable the DCO scheme to proceed including the highway NSIP through negotiation between the parties runs counter to the experience so far.	Not agreed. EMIA and Prologis do not accept that the absence of compulsory acquisition powers would render the DCO scheme undeliverable or unviable. The draft DCO itself includes a requirement stipulating the up-front delivery of the highway works in advance of first occupation. That requirement would remain in place in the absence of compulsory acquisition powers, such that the parties would be required to negotiate and agree terms before either could commence development; there is accordingly no basis for the Applicant's contention that the J24 NSIP would not be delivered. The Applicant's reliance on the highway mitigation for "any phase 2" being unknown is misconceived: that point is directed to a different scenario, namely delivery of the Joint Application scheme on the northern land with a separate planning permission for the southern land as a		

			- Prologis suggests the parties could simply agree terms and then press on with their development with the highway works being delivered, presumably by the Applicant, in advance of either party commencing. There is no evidence to suggest there would be any basis for a successful negotiation between the parties and, in any event the lack of control would cause the Applicant to reconsider its commitment to delivery of the scheme and specifically the NSIP given the enhanced commercial risk to the Applicant inherent in the lack of control. In addition, leaving aside appetite for risk, it is clear from the past 18 months that any negotiations such as referred to by Prologis is highly likely to involve delay and uncertainty preventing the development being realised within the Freeport Window.	phase 2, and not to delivery of the DCO scheme in the absence of full compulsory acquisition. In any event, the Applicant has not properly assessed whether the DCO scheme, or the southern land alone, could be delivered without full compulsory acquisition. On the Applicant's own south-of-Hyams-Lane appraisal, the highway mitigation required for the southern land could still be delivered, and the southern land would remain viable to carry those costs, once a proper market value (rather than the inflated Aldridge Option price) is paid for the land south of Hyams Lane, as demonstrated in Prologis' viability evidence and appraisal submitted at Deadline 4. Prologis has in any event identified a number of scenarios under which the DCO scheme could be delivered on the Prologis/MAG		

				Land without full compulsory acquisition, as set out in its written submissions (see Prologis' Relevant Representation at paragraphs 3.5 and 10.5; Prologis' Written Representation dated 7 April 2026 at section 6 and Figures 8 and 9; Prologis' Deadline 2 Submission at paragraphs 3.21–3.24; and Prologis' Deadline 4 Submission at section 6, section 7 and the response to Action Point 35). Prologis and EMIA do not accept that the Applicant has demonstrated through evidence that compulsory acquisition is necessary. The Applicant'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 (at paragraphs 5 and 6 of Part 1 of Schedule 2); the asserted enhanced commercial risk and delay within the Freeport Window are not evidenced; and the		

				Freeport Window argument is inconsistent with the Applicant's own treatment of the non-delivery scenario, in which delivery outside the Freeport Window is treated as immaterial (see Prologis' Deadline 5 Submission at section 6 and Prologis' Deadline 6 Submission).		
12.	Comparability of public benefits of DCO and Joint Application	Applicants' Response to Examining Panel's First Written Questions [**REP1-054**] – see response to ExQ 1.3.2 EMIA Response to ExQ1 [**REP1-218D**] – see response to ExQ 1.3.2 Prologis Response to ExQ1 [**REP1-272D**] – see response to ExQ 1.3.2	The public benefits which arise from the DCO Application are materially greater than that arising from the Joint Application as set out in the documentation referred to. These benefits include: - the greater floorspace hence greater economic and employment benefits - the comprehensive planning of the site facilitating internal bus connectivity and more extensive community park	Not agreed. Prologis and EMIA do not accept that the public benefits of the DCO Application are materially greater than those of the Joint Application. There is no material distinction between the parties' sustainability approaches (both target net zero, high EPC ratings, BREEAM Outstanding, on-site renewable energy and public transport benefits); the benefits relied on by the Applicant are in substance 'additive' (arising from the scale of the whole site developed) rather than 'attributable' to compulsory acquisition (benefits which would not arise but for CA) (see Prologis' Deadline 2 Submission at paragraphs 5.2–		

			- the sustainable travel benefits including active travel links - the delivery of a key improvement to Junction 24 which is required to mitigate the traffic impact from the development but has a wider benefit in helping to provide capacity for future planned growth in the area.	5.3; Prologis' Deadline 3 Submission and the Spawforths Comparative Benefits Note (Annex B to the Deadline 3 Submissions) (P4-NT-TP-0035-B); and Prologis' Response to ExQ1 [REP1-272D]). Further, the Applicant has not demonstrated any analysis of the mitigation that is actually required at Junction 24 as a result of EMG2.		
The DCO Application						
13.	S.35 Direction	Environmental Statement Appendix B Section 35 Direction [**APP-068**]	The DCO Application has been brought into the Planning Act 2008 regime pursuant to a Section 35 Direction made on 21 February 2024. The Section 35 Direction identified the proposed project as: "a logistics and manufacturing hub, including a substantial carbon neutral campus/headquarters including co-located head office functions."	The DCO Application has been brought into the Planning Act 2008 regime in reliance on a Section 35 Direction made on 21 February 2024. The Section 35 Direction identified the proposed project as: "a logistics and manufacturing hub, including a substantial carbon neutral campus/headquarters including co-located head office functions.". Prologis disputes whether the DCO scheme to which the		D4 16 June 2026

				Application relates is covered by the Section 35 Direction.		
14.	CA content	Book of Reference (**APP-021D**) and Land Plans (**APP-027D and 028D**)	The DCO Application seeks powers of compulsory acquisition and/or temporary possession over, among other land, the Prologis/EMIA Land pursuant to Part 5 of the draft DCO and section 122 PA 2008.	The DCO Application seeks powers of compulsory acquisition and/or temporary possession over, among other land, the Prologis/EMIA Land pursuant to Part 5 of the draft DCO and section 122 PA 2008.		D4 16 June 2026
15.	CA powers		For the Secretary of State to include compulsory acquisition powers in a DCO, section 122(3) PA 2008 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for those powers. This is a test that is distinct from, and not automatically satisfied by, any decision to grant development consent.	For the Secretary of State to include compulsory acquisition powers in a DCO, section 122(3) PA 2008 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for those powers. This is a test that is distinct from, and not automatically satisfied by, any decision to grant development consent.		D4 16 June 2026
16.	CA Guidance		The Guidance related to procedures for the compulsory acquisition of land (September 2013) applies to the consideration of the compulsory acquisition powers sought in the DCO Application.	Agreed.		D4 16 June 2026
17.	Compelling Case	Statement of Reasons	The Applicant contends that there is a compelling case in the	Not agreed. Prologis and EMIA do not accept that there is a		

			public interest for the acquisition of the EMIAL and Prologis land	compelling case in the public interest for the acquisition of the EMIAL/Prologis land. Their position is set out in their written submissions (see Prologis' Written Representation dated 7 April 2026 (Deadline 1) at section 6, in particular paragraph 6.5; Prologis' Deadline 2 Submission at section 3; and Prologis' Written Summary of Oral Submissions at CAH2 (submitted at Deadline 4) at paragraphs 9 to 11).		
18.	Reasonable Alternatives	Statement of Reasons Applicants Response to Relevant Representations of Prologis and EMIAL (**REP1-051D** Appendix 5 and Appendix 6) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 **REP5-033**)	The Applicant contends that all reasonable alternatives to the compulsory acquisition of the EMIAL/Prologis land as required by paragraph 8 of the CA Guidance have been explored	Not agreed. Prologis and EMIA do not accept that all reasonable alternatives to the compulsory acquisition of the EMIAL/Prologis land, as required by paragraph 8 of the CA Guidance, have been explored. The specific alternatives are addressed at item 44 below, and their position is otherwise set out in their written submissions (see Prologis' Written Representation dated 7 April 2026 (Deadline 1) at paragraphs 5.4–5.6 and 6.5–6.6 and section 10 of the PRR; Prologis' Deadline 2		

		Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)		Submission at section 3; the summary of the oral case given at CAH2, as set out in Prologis' Written Summary of Oral Submissions at Compulsory Acquisition Hearing 2 (submitted at Deadline 4) at paragraph 13; and Prologis' Responses to ExQ2 at response 7.0.2).		
Negotiations between the Parties						
19.	Between the Applicant and EMIAL	Pre-application Land and Rights Negotiations Tracker [**APP-022D**] Applicants' Response to Relevant Representations of Prologis and EMIAL (**REP1-051D Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**) Applicant's Response to Deadline 1 Submissions – Written Representations of	Negotiations between SEGRO and MAG first commenced in February 2020. The Applicant has set out the history of the four years of negotiations with MAG in its response to the relevant representations of EMIA (largely ignored in the submissions of Prologis and MAG) and has at Deadline 5 responded to the inaccurate information submitted on the part of Prologis at D4 in the Applicant's response to the response of Prologis to ExQ2 7.0.2.	Negotiations between SEGRO and EMIA first commenced in February 2020.		D4 16 June 2026

		Prologis (REP2-032 **Appendix 12 response to paras 4.15 - 4.16 and para 5.10**) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 **(Appendix 8 REP5-033)** Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)				
20.	Between the Applicant and Prologis	Pre-application Land and Rights Negotiations Tracker [**APP-022D**] Applicants' Response to Relevant Representations of Prologis and EMIAL	Negotiations between the Applicant and Prologis (on behalf of both EMIAL and Prologis) first commenced in November 2024. See response to 3. and 19. above	Prologis and EMIA do not accept that "negotiations" commenced in November 2024. Initial contact between the Applicant and Prologis was made on 21 November 2024; Prologis was notified of the DCO in January 2025 through the public consultation; and		D4 16 June 2026

		(REP1-051D **Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**) Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032 Appendix 12 response to paras 4.15 - 4.16 and para 5.10**) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 **(Appendix 8 REP5-033)** Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)		the first offer was not received until 21 February 2025, and contained no figures. Prologis and EMIA do not accept that what occurred at that stage amounted to genuine, substantive negotiation, let alone genuine substantive negotiation conducted at a formative stage (see items 21 and 22 below; Prologis' Relevant Representations; Prologis' Written Representation dated 7 April 2026 at paragraphs 4.15–4.16; and Prologis' Responses to ExQ2 at response 7.0.2).		

21.	Current state of negotiations		No agreement has yet been reached	No agreement has yet been reached		
22	Chronology of negotiations	Applicants Response to Relevant Representations of Prologis and EMIAL (REP1-051D **Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**) Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032 Appendix 12 response to** **paras 4.15 - 4.16 and para 5.10**) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 **(Appendix 8 REP5-033)** Applicant's response to Deadline 6 submissions	The chronology of engagement is set out in the submissions made by the Applicant. The Applicant has made extensive efforts over years to reach agreement with MAG to avoid CA and more recently with Prologis including discussing a variety of arrangements which would avoid CA. The most up to date and accurate chronology is appended to the Applicant's response to the Prologis response to ExQ2 7.0.2 submitted at Deadline 5.	The precise chronology and characterisation of the negotiations between SEGRO and Prologis, including the adequacy of SEGRO's engagement with alternatives to compulsory acquisition, is a matter in dispute. Prologis and EMIA do not accept the Applicant's characterisation of 'extensive efforts over years'. Meaningful negotiation with Prologis had barely begun, and the pattern has been one of limited engagement and delayed disclosure of information. Prologis and EMIA do not dispute that meetings and correspondence took place, but dispute that what occurred amounted to genuine, substantive negotiation conducted at a formative stage. Negotiation nonetheless continues (see Prologis' Written Representation dated 7 April 2026 at paragraphs 4.15–4.16; Prologis' Response to ExQ2 at		

		submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO7.28**)		response 7.0.2 and the chronology at Appendix 12; and Prologis' Deadline 4 Cover Letter at paragraphs 2.1–2.5). Prologis and EMIA do not accept the chronology appended to the Applicant's Deadline 5 response as an accurate or complete record. They maintain the distinction between (i) whether meetings and correspondence took place and (ii) whether what took place amounted to genuine, substantive negotiation at a formative stage. The paragraph 8 duty is expressed in the past tense, and steps taken after the application was made cannot retrospectively satisfy it (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2).		
Infrastructure and Interface Matters						
23.	Highway Access to southern land		The highway access corridor through to the southern land indicated in the Joint Application may be physically achievable and suitable subject to issues of the status of Hyams Land being	Not agreed. The Joint Application includes a Principal Highway Access Corridor, and a southern roundabout, designed to be compliant to serve the land to the south,		

			resolved. Whether the proposed roundabout at the access to the A453 from the Prologis land and the internal estate road through the northern land are adequate to deal with traffic from both the Joint Application and the southern land has not, as far as the Applicant is aware, been tested. Until that roundabout and estate road have been confirmed as suitable to access the whole site (including the additional floorspace provided in the Joint Application on the northern land compared with the DCO scheme) it cannot be confirmed that the Joint Application provides suitable access for the southern land which is acceptable to the highway authorities. Aside from viability issues, any access is in any event reliant on approval and delivery of the Joint Application and the Applicant being able to reach agreement with a commercial competitor with implications for delay.	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. Prologis and EMIA do not accept the Applicant's characterisation that the suitability of the roundabout and estate road is untested, or that access would necessarily be dependent upon agreement with a commercial competitor with consequent delay: there is no in-principle impediment to phased delivery by two separate promoters, and any cumulative highway mitigation would fall to be secured through the usual planning condition, section 106 and section 278 mechanisms in the ordinary way (see Prologis' Written Representation dated 7 April 2026 at paragraphs 5.27–5.28; and Prologis' Responses to ExQ1 [REP1-272D], including the illustrative access design at Appendix 6).		

24.	Compatibility of access arrangements	Applicants Response to Relevant Representations of Prologis (REP1-051D Appendix 6)	The access proposals in the Joint Application are not compatible with the access proposals in the DCO Application. The DCO scheme has the benefit of bus and cycle access across the strip of land owned by Moto as a result of which the access enables bus and cycle penetration into the site with shuttle bus connectivity with all parts of the site unlike the Joint Application. As explained previously the principal form of access to the DCO scheme did not change "at a relatively late stage". The access was determined as early as 2024 and the highway modelling has all been based on that access which best facilitates public transport and HGV movements. It is noted that Prologis do not deny that their site is effectively severed by the Moto strip which prevents vehicular interconnectivity between the land to the east of the Moto land (including the transport hub) and the remainder of the site. Vehicular connectivity between the land to the eats of the Moto strip and land to the west can only be	Prologis and EMIA agree that the access proposals in the Joint Application and the DCO Application are not compatible. That incompatibility is, however, the result of changes made by SEGRO to its own proposals at a relatively late stage before the DCO Application was made. The earlier onsite road configuration, which had been proposed since the Section 35 Direction was issued and on which Prologis had developed its own highways proposal, was varied without any explanation, so that the physical interface between the two schemes would be less straightforward (see Prologis' Relevant Representation at paragraph 10.8; and Prologis' Written Representation dated 7 April 2026 at section 6). Prologis and EMIA expressly reject the Applicant's assertion that the Prologis/MAG Land is effectively severed by the Moto strip, or that the Moto strip prevents vehicular interconnectivity between the		

			achieved via the A453 – not within the site itself. The lack of vehicular connectivity is one of the concerns raised by National Highways in its Holding Objections and also EMCCA when responding to consultation on the Joint Application	land to the east of the Moto land, including the Transport Hub, and the remainder of the site. That assertion has not previously been put to Prologis and EMIA in terms, and the absence of any prior response to it is not to be taken as acceptance of it. The Joint Application is designed as an integrated development and delivers equivalent bus, cycle, pedestrian and sustainable travel and connectivity provision across the whole of the Prologis/MAG Land, and such provision is not dependent upon single developer delivery of the entire EMG2 Main Site. The Joint Application is, moreover, an outline application in which the means of access from the A453 is fixed and layout is reserved, so that internal circulation falls to be settled at reserved matters stage (see Prologis' Deadline 5 Submission at section 8 and Prologis' Deadline 6 Submission).		

				As to the Applicant's further points, Prologis and EMIA do not accept that the routeing of internal traffic via the A453 is a matter of any weight. The Joint Application is served by two junctions on the A453, and the A453 access roundabout and Principal Highway Access Corridor have been designed and sized having regard to the combined trip generation from the Prologis/MAG Land and the Southern Land. The concern raised by National Highways is directed to the routeing of the internal shuttle bus rather than to vehicular connectivity generally, and has been addressed: owing to site constraints the shuttle cannot circulate between the Transport Hub and other buildings without using a short section of the external highway network, anticipated to be limited to the section between the new western roundabout on the A453 and the Beverley Road/A453/new access junction; that has been discussed with Leicestershire County Council and National Highways, and the on-site routeing, frequency and hours of operation will be confirmed at reserved matters stage once the		

				masterplan is finalised and occupiers are known. National Highways' holding objection is, by its nature, a position adopted pending further information or clarification rather than a refusal, a number of the points raised have already been addressed, and Prologis and East Midlands Airport continue to work constructively with National Highways and Leicestershire County Council to conclude the outstanding matters. (see Prologis' Deadline 4 Submission at paragraph 7.5; Prologis' Deadline 6 Submission at section 8; and Prologis' Deadline 7 Submission at section 9).		
25.	J24 highway mitigation	Joint Position Statement with National Highways (Appendix 2 to the NH SoCG (**DCO 8.5**) Appendix 3 ISH 1 Action Point 16 (**REP1-053**) Applicant's Response to the Deadline 2/3 submissions	The highway mitigation proposed in the DCO is required to mitigate the impact of the DCO scheme. It has a wider benefit in that it is consistent with (but not reliant upon) the emerging proposals for a strategic scheme at J24 which will enable, and is required for, planned growth in the area. The Applicant is part of a consortium of developers which have been considering the strategic scheme with National Highways of which the mitigation for the DCO	The highway mitigation strategy for Junction 24 of the M1 is being progressed through a multi-developer consortium framework, of which SEGRO is a participant. The J24 mitigation solution is not a product of the DCO Application alone.		

		(Appendix K [REP4-033])	scheme is considered a key first element.			
26.	Highway works proportionate	Joint Position Statement with National Highways (Appendix 2 to the NH SoCG (**DCO 8.5**) Appendix 3 ISH 1 Action Point 16 ([REP1-053]) Applicant's Response to the Deadline 2/3 submissions (Appendix K [REP4-033])	The highway works proposed in the DCO are required to mitigate the impact of the development and as such are proportionate to the development proposed. The fact that the works also have wider benefits does not affect that proportionality. It is not the Applicant's case, as suggested, that the works exceed what is required to mitigate EMG2. The works are required to mitigate EMG2 but also have wider benefits. Prologis/EMIA seem to believe that the two are mutually exclusive whereas, clearly, they are not. No evidence has been produced to demonstrate that the EMG2 proposals could be delivered without unacceptable impacts in the absence of the mitigation proposed in the DCO. It is notable that highway mitigation for the Joint Application has not yet been identified.	Not agreed. Prologis and EMIA do not accept that the highway works proposed in the DCO are proportionate mitigation of the impacts of the DCO development. Highway works must be subordinate and proportionate to the development they are intended to mitigate and cannot be an aim in themselves; where their scale, cost or land-take exceeds what is necessary to address the scheme's impacts, they cannot lawfully justify the grant of compulsory acquisition powers, nor be afforded significant weight as a public benefit in the section 122(3) balance. On the Applicant's own case the works exceed what is required to mitigate EMG2: the Applicant has acknowledged (in response to ISH1 Action Point 7) that the new free-flow link from the M1 northbound to the A50		

				westbound would be required to allow for growth in the area “whether that included EMG2 or not”, and has told LCC that the mitigation would bring capacity benefits to the strategic road network 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 being progressed by a multi-developer consortium, not as benefits attributable to the DCO scheme (see Prologis’ Written Representation dated 7 April 2026 at section 8 and paragraphs 5.35–5.37; Prologis’ Relevant Representation at paragraphs 13.18–13.24; Prologis’ Deadline 3 Submission at paragraphs 3.1–3.2; and Prologis’ Deadline 4 Submission at paragraphs 7.1–7.3). The Applicant’s answer does not engage with its own acknowledgements set out above, namely that the free flow link would be required		

				whether or not EMG2 came forward and that the mitigation brings capacity benefits going beyond mitigating the impacts of EMG2. Those acknowledgements are not answered by the proposition that works may both mitigate EMG2 and have wider benefits. Prologis' position on the A453 dualling, set out in its Written Summary of Oral Submissions at CAH2 and ISH3 and in its Deadline 5 Submission at paragraph 5.11, remains unanswered.		
27.	Mitigation for southern land		It is not known what highway mitigation would be required for the southern land were it to be developed as a phase 2 to the Joint Application. Of relevance is: - the full highway mitigation is not yet known for the Joint Application - until the highway mitigation is known for the Joint Application it is not possible to	Not agreed. It is part of SEGRO's positive case for the DCO, and for the compulsory acquisition powers it seeks, that development of the southern land will only come forward under the DCO and would not be viable or deliverable as a standalone development. The burden is therefore on SEGRO to demonstrate that it has properly investigated what would be required to develop		

			determine what mitigation would be required, or achievable, for the southern land - the DCO NSIP involving the green package could not be delivered without a DCO or by the southern land alone	the southern land alone, including the highway mitigation that would be likely to be needed, so that it can substantiate the case that it seeks to make. Whilst Prologis and EMIA recognise that the highway mitigation required to develop the southern land in isolation is not yet known, that is a reflection of SEGRO's own failure properly to explore this as a reasonable alternative to compulsory acquisition and to substantiate the assertion in its Statement of Reasons that this alternative to compulsory acquisition is unviable. The burden does not lie with Prologis/EMIA to disprove SEGRO's assertions. In any event, 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 for the land south of Hyams Lane, as demonstrated in the viability evidence and appraisal submitted by Prologis at Deadline 4 (see Prologis' Written Representation dated 7 April 2026 at sections 5 and 6; Prologis' Relevant Representation at section 10; and Prologis' Deadline 4 Submission at section 7 and the responses to Action Points 35 and 49).		
Freeport						
28.	Location		The EMG2 Main Site falls within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.	The EMG2 Main Site falls within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.		D4 16 June 2026
29.	Freeport Window		The Freeport Window - the period during which qualifying occupiers may access Freeport fiscal reliefs - is currently stated to expire on 30 September 2031.	The Freeport Window - the period during which qualifying occupiers may access Freeport fiscal reliefs - is currently stated to expire on 30 September 2031.		D4 16 June 2026
30.	Freeport Reliefs		The Freeport fiscal reliefs accrue to qualifying occupiers, not to the developer of the relevant land.	The Freeport fiscal reliefs accrue to qualifying occupiers, not to the developer of the relevant land.		D4 16 June 2026

31.	Availability of reliefs		Development on the Prologis/EMIA Land delivered pursuant to either the Joint Application or the DCO Application, if occupied within the Freeport Window, would be capable of qualifying for Freeport fiscal reliefs. The wording of the above paragraph was changed for accuracy not to make a point	Development on the Prologis/EMIA Land delivered pursuant to either the Joint Application or the DCO Application, if occupied within the Freeport Window, would be capable of qualifying for Freeport fiscal reliefs. Prologis and EMIA note that item 31 has been amended to refer to development "occupied" within the Freeport Window, in place of "commenced" as previously agreed. Prologis and EMIA are content with this change, which more accurately reflects that the Freeport fiscal reliefs are accessed by qualifying occupiers (as recorded at item 30) and therefore depend on occupation within the Window, noting that, strictly, certain reliefs are triggered by qualifying expenditure being incurred, or qualifying employees being hired, before the Window closes rather than by occupation alone. For the avoidance of doubt, Prologis and EMIA do not		D4 16 June 2026

				accept that this point assists the Applicant's case for compulsory acquisition.		
32.	Mechanism for delivery	Applicants Response to Relevant Representations of Prologis and EMIAL (REP1-051D **Appendix 5 and Appendix 6**) Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032 Appendix 12**) Applicant's Response to the Deadline 2/3 submissions (Appendix K REP4-033)	There is no legislative requirement as to the delivery mechanism for development or for the entirety of the site to be brought forward by a single developer or as a single development however it is good planning practice for large sites to be planned comprehensively to achieve the optimal form of development providing the best opportunity to maximise the economic and social benefits whilst minimising the environmental impacts.	Prologis and EMIA agree that there is no legislative or policy requirement as to the delivery mechanism for development, or for the entirety of the site to be brought forward by a single developer or as a single development. The objectives of comprehensive, well-planned development do not require the site to be under the control of a single developer, and the Applicant does not suggest that they do. Those objectives can be achieved across a multi-developer site through well-understood coordinating mechanisms, including a co-ordinating role for the local planning authority through planning conditions and requirements, design codes, parameter plans, masterplanning and phasing, and section 106 obligations, which are routinely used to secure coherent, high-quality		

				outcomes regardless of the number of promoters involved (see Prologis' Written Representation dated 7 April 2026 at paragraphs 5.23–5.24; Prologis' Relevant Representation at section 10; and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25).		
33.	Amount of Freeport benefits		The DCO scheme will achieve materially greater benefits related to the Freeport which is a matter relevant to the consideration of whether or not there is a compelling case in the public interest.	Not agreed. Prologis and EMIA consider that 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 Freeport designation is not dependent upon a single developer or upon compulsory acquisition. The fiscal reliefs accrue to qualifying occupiers, not to the developer, and are equally available whether the Prologis/EMIA Land is developed pursuant to the Joint Application or the DCO Application. In any event, the benefits relied upon are dependent upon the DCO development being delivered within the Freeport Window,		

				which Prologis and EMIA dispute on the basis of viability: the DCO scheme is, on the Applicant's own evidence, only marginally viable, such that there is a real risk it will not be delivered within the Window at all, whereas the Joint Application provides a more certain route to securing Freeport benefits on the Prologis/EMIA Land (see Prologis' Deadline 2 Submission at AP12 (Freeport) and paragraph 5.3; Prologis' Deadline 3 Submission, Financial Viability Assessment of Peter Roberts; and Prologis' Deadline 4 Submission at section 6).		
Viability						
34.	Evidence	Viability Appraisal and Summary of Viability Appraisal [**REP1-027D and REP1-028D**] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) -	Viability evidence was submitted by the Applicant at D1 dealing with the viability of the DCO scheme and the viability of the southern land alone. The viability evidence provided by the Applicant also cast doubt on the viability of the development of the Joint Application. At D4 the Applicant responded to the viability evidence submitted by	Not agreed. The viability evidence submitted by the Applicant at Deadline 1 is fundamentally flawed, for the reasons set out in Mr Peter Roberts' Financial Viability Assessment submitted at Deadline 3. The further viability evidence submitted by the Applicant at Deadline 4 is also fundamentally flawed,		

		page 133 and Annex L - **REP4-033** Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 **REP5-033**) Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	Prologis/EMIAL at D3. Further submissions were made at D5. The Applicant does not agree that their viability evidence is fundamentally flawed. It is Mr Roberts' evidence that is flawed. Mr Roberts has never provided his own viability assessment or sensitivity analysis for the DCO Scheme. He has only attempted to discredit Mr Cottage's evidence. Mr Cottage has been unable to undertake a full appraisal of the Joint Application because Prologis has not, to date, provided the information necessary for that appraisal to be undertaken. Prologis asserts that the Joint Application is commercially viable but has provided no evidence in support of that assertion to enable it to be verified. Such information would include Prologis confirming the price it paid for the land it has acquired and the financial terms of its agreement with the Airport. In the absence of the necessary information from Prologis, Mr Cottage, in his submissions at D4,	for the reasons set out in the Second Report of Mr Peter Roberts submitted at Deadline 5. In summary these are that the appraisals do not adopt a commercial market value for the Prologis/MAG Land but instead a figure of £225,000 per acre derived from the Applicant's own Promotion and Option Agreement; Mr Cottage has never provided any opinion, or any transactional evidence, of the Market Value of the Prologis/MAG Land; the residual outputs have not been cross-checked against market transactional evidence; no sensitivity analysis accompanied the appraisals, contrary to the applicable RICS Professional Standards; and the "Aldridge Land only" appraisal is an artificial construct which loads onto the Southern Land costs that would not be incurred on independent development. Those criticisms remain unanswered at Deadline 8. Mr Cottage has agreed that the likely market value is higher than £225k per acre, therefore Mr Roberts assessment of SEGRO's own appraisals shows viability to be marginal at best. (see Prologis'		

			demonstrated through sensitivity analysis how the DCO Scheme would remain viable even if the price that had to be paid for the Prologis / MAG land significantly exceeded the notional value included in his appraisal. Only a very small increase in rents and reduction in yields (which Mr Roberts agreed is possible) would be necessary to achieve this (see paragraphs 47 – 48 of Annex L to [REP4-033]). It is incorrect to suggest therefore that the viability of the DCO Scheme is marginal or, with a higher land value, unviable. Ultimately neither Mr Cottage nor Mr Roberts have provided appraisals reflecting what they consider to be the market value of the Prologis / MAG land. Given that the market value of the Prologis / MAG land is something that may well be the subject of a future dispute and is not something the ExP must make a decision on, this is perhaps unsurprising. On the same basis, it is unsurprising that Prologis is unlikely to agree that any valuation Mr Cottage produced	Deadline 5 Submission at section 6; the Second Report of Mr Peter Roberts submitted at Deadline 5; and the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission). Prologis and EMIA do not accept that the Applicant's viability evidence casts doubt on the viability of the Joint Application. Mr Cottage has made clear that he is not contending that the Joint Application scheme is not commercially viable. As matters stand at Deadline 7, 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 market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable; 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		

			for the Prologis / MAG land is correct or "realistic." Prologis state that the Applicant has adduced no evidence that development of the southern land would be unviable as standalone or collaborative development. This is incorrect. As is clear from the Applicant's previous submissions and Mr Cottage's analysis, there is no scheme before the examination relating only to the southern land. Further there is no material prospect of any such scheme being prepared, promoted and delivered within the Freeport window. Indeed, as indicated by Mr Cottage, were the Southern Land to come forward on its own as a free-standing development, it would not remotely be capable of funding delivery of the infrastructure necessary to mitigate highway impacts (the Green Package which LCC and NH say is necessary to mitigate the whole of the EMG2 Main Site), in circumstances where the Joint Application only delivered the minimal mitigation it currently proposes. Further, as no	being an artificial construct; and Mr Cottage does not invite the ExP to conclude that the Joint Application scheme is unviable (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter Roberts submitted at Deadline 5). Prologis and EMIA do not accept the relevance of the Applicant's criticism that Mr Roberts has produced no appraisal or sensitivity analysis of his own. Viability is an essential positive plank of the Applicant's case for compulsory acquisition, not a defence to be made out by Prologis and EMIA. It is for the Applicant to demonstrate its assertions (that the DCO Scheme is viable, that the Southern Land is not viable in isolation, and that the Joint Application is not viable) by evidence capable of being tested, and for the reasons already given it has not done so. Prologis and EMIA further do not accept that the viability of the Joint Application is a matter which bears on the viability of the DCO Scheme. The cost to the		

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			collaborative development appears capable of being achieved, its terms are unknown and cannot be fully appraised but, based on the inability of the parties to agree terms throughout the DCO process and the stated intention of Prologis / MAG to ransom the southern land, it would appear unlikely that terms could be agreed which would render the southern land viable.	Applicant of acquiring the Prologis/MAG Land falls to be assessed by reference to what the market would pay for that land, and is unaffected by the price Prologis has paid. The relevance of the Joint Application's viability is confined to the Applicant's own case that the harm caused by frustrating the Joint Application can be discounted because that scheme would not be delivered, and that case is not made out (see the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission at paragraphs 3.7 to 3.11 and Prologis' Deadline 5 Submission at section 6).		
35.	Viability of DCO scheme	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - **REP4-033** Applicant's Response to the Deadline 4 submissions of Prologis submitted by the	The DCO Scheme is viable. The Applicant considers its appraisal to be realistic. Prologis states that the Applicant's appraisal has not used a realistic market value of the Prologis / MAG Land but has chosen not to disclose the price it paid for the land. In the absence of such information, Mr Cottage has undertaken a sensitivity analysis which clearly shows that the DCO Scheme would remain viable even if the price that had	Not agreed. 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 market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable. The Applicant's reliance on its Deadline 4 sensitivity analysis does not answer that difficulty as a sensitivity analysis cannot repair an appraisal which does		

		Applicant at Deadline 5 (Appendix 8 **REP5-033**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	to be paid for the Prologis / MAG Land significantly exceeded the notional value included in his appraisal. Only a very small increase in rents and reduction in yields (which Mr Roberts agreed is possible) would be necessary to achieve this (see paragraphs 47 – 48 of Annex L to [REP4-033]). It is incorrect to suggest therefore that the viability of the DCO Scheme is marginal or, with a higher land value, unviable. Neither Mr Cottage nor Mr Roberts have provided appraisals reflecting what they consider to be the market value of the Prologis / MAG Land. Given that the market of the Prologis/MAG Land is something that may well be the subject of a future dispute and is not something the EXP has to make a decision on, this is perhaps unsurprising. Prologis is unlikely to agree that any valuation Mr Cottage produced for the Prologis / MAG Land is "realistic." Mr Roberts has never provided his own viability assessment or sensitivity analysis for the DCO	not adopt a market-based land value. Mr Cottage's analysis assumes rising rents and improving yields while all costs remain static, and the improved profit figure of 14.98% is achieved only by removing the disposal costs he had himself included and still falls below the Applicant's own hurdle rate. Prologis and EMIA also rely on the market transactional evidence submitted at Deadline 7, which show £420,000 and £890,000 per gross acre being payable for comparable logistics sites and demonstrates that, applying any of those values to the Prologis/MAG Land in the Applicant's own model, the DCO Scheme cannot achieve a profit at or above 15%. It is for the Applicant, and not for Prologis and EMIA, to demonstrate the viability of the scheme for which it seeks compulsory acquisition powers, and for the reasons already given it has not done so (see Prologis' Deadline 5 Submission at section 6; the Second Report of Mr Peter		

			Scheme and only attempts to discredit Mr Cottage's evidence.	Roberts submitted at Deadline 5; and the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission at sections 4 and 5).		
36.	Viability of Joint Application	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - **REP4-033** Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 **REP5-033**)	The Joint Application scheme does not appear to be viable based on the information available to the Applicant and Mr Cottage. Had key information to carry out a full appraisal been provided by Prologis when it was requested (such as the amount paid for the land and identification and confirmation of highway mitigation) then the assertion by Prologis / EMIA that the Joint Application scheme is viable could have been tested / verified. It is unreasonable to claim, as Prologis / EMIA do, that the lack of evidence that it is unviable means that the scheme is viable. Only Prologis/EMIA are in a position to demonstrate whether the scheme is viable, yet they have deliberately chosen not to adduce any evidence to that effect. The most probable explanation is that they are	Not agreed. Prologis and EMIA maintain that the Joint Application scheme is viable. Mr Cottage does not invite the ExP to conclude that the Joint Application scheme is unviable and there is no evidence that suggests it is likely to be unviable. The Applicant's revised position at Deadline 7 – that the scheme "does not appear to be viable" on the information available, and that the absence of information means its viability cannot be verified – is not the same as evidence of unviability, and the two positions the Applicant has advanced cannot stand together. In any event, as per item 34 the viability of the Joint Application does not bear on the viability of the DCO Scheme.		

			themselves unable to do so: the Joint Application remains undetermined, with significant outstanding objections — most critically on highway matters, where no viable highway works package has even been identified, let alone agreed. In those circumstances, neither Prologis nor EMIA can credibly assert that the Joint Application scheme is deliverable or viable. Without knowing the cost of the mitigation required for the Joint Application Prologis and EMIA cannot themselves know that the Joint Application scheme is viable	As to highway matters, Prologis and EMIA do not accept that no viable highway works package has been identified: the mitigation package for the Joint Application is identified, focuses on improvements at the Finger Farm roundabout and provision for dualling on the A453. National Highways' holding objection is, by its nature, a position adopted pending further information rather than a refusal, a number of the points raised have already been addressed, and Prologis and East Midlands Airport continue to work constructively with National Highways and Leicestershire County Council to conclude the outstanding matters (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter Roberts submitted at Deadline 5; Prologis' Deadline 6 Submission at section 8; Prologis' Responses to ExQ2 at 19.0.12 and 19.0.18; and the Third Report of Mr Peter Roberts at Appendix 1 to		

				Prologis' Deadline 7 Submission at section 3).		
37.	Viability of Southern Land	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - **REP4-033** Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 **REP5-033**)	The southern land is not viable as a phase 2 to the Joint Application. As is clear from the Applicant's previous submissions and Mr Cottage's analysis, there is no scheme before the examination relating only to the southern land and further there is no material prospect of any such scheme being prepared, promoted and delivered within the Freeport window. If the southern land were to come forward on its own as a free-standing development, it would not be remotely capable of funding delivery of the infrastructure necessary to mitigate highway impacts (the Green Package which LCC and NH say is necessary to mitigate the whole of the EMG2 Main Site) or to provide the necessary infrastructure to provide power to the southern land, in circumstances where the Joint Application only delivered the minimal mitigation it currently proposes. Neither Prologis nor Mr Roberts dispute the challenges to delivery of the	Not agreed. Notwithstanding that SEGRO have conceded that development of the Southern Land "might technically be viable", 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. The Applicant's amended position, that the Southern Land is not viable "as a phase 2 to the Joint Application", is not made out. The land forms part of the draft Local Plan allocation and lies within the East Midlands Freeport, and the policy position is strongly supportive of employment development in this location. The appraisal relied upon at paragraphs 50 to 57 of Annex L to [REP4-033] is, as Mr Cottage has confirmed and as the Applicant accepted at Deadline 6, an appraisal of the DCO Scheme without compulsory purchase powers		

			southern land raised by Mr Cottage at paragraphs 50-57 of Annex L to [REP4-033]).	rather than an assessment of independent development of the Southern Land; it loads onto that land the £10.5 million cost of promoting a DCO and the cost of the spine road through the Prologis/MAG Land which Prologis would deliver in any event as part of the Joint Application. Once those unnecessary costs are removed, the Southern Land is plainly capable of viable independent development. The claim that it is not viable is also based on an assumed land value of £225k per acre, instead of a residualised land value which is still more than the existing use value, even based on SEGRO's own assumptions. Prologis and Mr Roberts do dispute the matters raised by Mr Cottage in those paragraphs, and have done so in terms. As to access and servicing, the Joint Application includes a Principal Highway Access Corridor and a southern roundabout designed to serve the land to the south, and the site levels		

				have been designed to accommodate a tie-in with Hyam's Lane (see Prologis' Written Representation dated 7 April 2026 at sections 5 and 6; Prologis' Relevant Representation at section 10; Prologis' Deadline 4 Submission at section 7 and the responses to Action Points 35 and 49; Prologis' Deadline 5 Submission at section 6; and the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission at section 2).		
38.	Areas of agreement /disagreement	Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	Respective experts have been asked by ExP to prepare a document identifying the issues between them and so this SoCG defers to that document in respect of specific valuation issues The Prologis/EMIA version of events is not accurate. Mr Cottage produced an initial Excel Spreadsheet and sent it to Mr Roberts for review on 28 May 2026. On 2 June 2026, Mr Roberts sent Mr Cottage a different Excel spreadsheet. Mr Cottage checked that the spreadsheet worked, which it did, other than for slightly	Prologis and EMIA agree that the respective valuation experts have been asked by the ExP to identify the issues between them, and that this SoCG defers to that document in respect of specific valuation issues. Action Point 35 dated 12 May 2026 required the Applicants, Prologis and EMIA to prepare an Excel spreadsheet retaining formulas and identifying areas of agreement and disagreement. It was necessary for Prologis' valuer to take the lead on this action		D4 16 June 2026

			overcalculating interest costs (reducing viability as a result), and confirmed he was happy to adopt Mr Robert's spreadsheet. Mr Cottage returned the spreadsheet to Mr Roberts on 12 June 2026 with his comments and some alterations to the "User Instruction" tab, including noting that the spreadsheet over calculates interest. On the 14th June Mr Roberts returned the spreadsheet to Mr Cottage with some alterations and on the 15th June, Mr Cottage sent back what he believed to be the final version with a few further minor issues. Mr Roberts acknowledged receipt and Mr Cottage heard nothing more from him on the matter. However, the version that Prologis submitted to the ExP at Deadline 4 is not the version seen by Mr Cottage, but a different version with some additional comments from Mr Roberts and the reference to the over calculation of interest in the "User Instruction" tab removed. Mr Roberts did not send his spreadsheet for the land to the south of Hyams Lane to Mr Cottage until 18.22 on Sunday 14 June 2026. Bearing in mind that Mr Cottage was also preparing a submission for Deadline 4, this did not give him sufficient time to properly review	and, having received the Argus files from Mr Cottage for SEGRO, Mr Roberts replicated those appraisals on behalf of Prologis and EMIA and invited Mr Cottage to make comments. It was necessary to prepare two spreadsheets as Mr Cottage's Evidence Document DCO 4.3 provides a full DCO scheme appraisal and a separate appraisal relating to the land south of Hyams Lane assuming that the Prologis/MAG land is delivered separately. Prologis and EMIA understood that this was because SEGRO considered that the viability of that scenario is of relevance to the decision by the ExP. Mr Roberts therefore prepared a separate Excel appraisal replicating Mr Cottage's Argus appraisal but Mr Cottage declined to make any comments therein. SEGRO's Deadline 6 account of the exchange of spreadsheets is not accepted. Mr Roberts' account is set out in his Second		

			the spreadsheet and engage with Mr Robert's on it before Deadline 4 (16 June 2026). Moreover, while Prologis (and Mr Roberts) continue to say that the second appraisal in Document DCO 4.5 relates to the land south of Hyams Lane, as Mr Cottage has made very clear, it is an appraisal of the DCO Scheme assuming no compulsory purchase powers over the Prologis Land, which is a different thing. Not least because Mr Cottage's appraisal assumed completion of the DCO Highways Works, while Mr Roberts argues that this would not be necessary if the land south of Hyam's lane were to be brought forward separately. Until the basis of an appraisal can be agreed between the valuers, submitting an Excel Spreadsheet reflecting the agreed basis is clearly not possible and also potentially misleading. It is further incorrect of Prologis / EMIA to say that 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	Report (Deadline 5) at paragraph 8.12 and 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. Paragraphs 50 to 57 of Annex L to [REP4-033] do not remedy that position: as Mr Cottage has himself made clear, and as the Applicant confirmed at Deadline 6, that material addresses the viability of the DCO Scheme in the event that the DCO were consented without compulsory purchase powers over the Prologis/MAG Land, and not whether the Aldridge Land is capable of independent development (see Prologis' Deadline 5 Submission at section 6 and the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission at section 2).		

			dDCO. Mr Cottage clearly sets out the position on the Aldridge land at paragraphs 50 – 57 of Annex L to [REP4-033]).			
Other matters in dispute						
39.	Vires / Section 35 Direction correspondence	Environmental Statement Appendix B Section 35 Direction [APP-068]; draft DCO submitted at Deadline 5 Applicant's responses to Deadline 2 & 3 submissions **REP4-033** Applicant's Post Hearing Submissions REP4-034 Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	The Applicant has responded to this issue and rejects the contention that there is any legal difficulty for the reasons set out in the Post Hearing Submission and the Applicant's responses to Deadline 2 and 3 submissions as summarised in the Summary and signposting document.	Prologis and EMIA's position is that the DCO scheme as applied for is not consistent with the Section 35 Direction and the Secretary of State has no power to grant the DCO as applied for, or to vary the Direction as part of the determination of the application. This includes the proper construction of the Direction (in particular the meaning of "substantial", "campus" and "co-located head office functions"), the divergence of SEGRO's masterplan from the project described in the Direction, and the inadequacy of the proposed requirement and Article 5, which do not and cannot cure that inconsistency (see Prologis' Written Representation dated 7 April 2026 at paragraphs 3.1–3.17; Prologis' Deadline 2 Submission at section 2		

				(paragraphs 2.1–2.38, including paragraphs 2.21–2.33); Prologis' Deadline 4 Submission at section 3 (including paragraphs 3.7–3.28 and 3.34–3.35) and Appendix 5; and Prologis' Responses to ExQ2 at response 1.0.5).		
42.	Legal basis of determination (section 104 / section 105 split)	Draft DCO submitted at Deadline 5; Statement of Reasons (REP1-025D) Applicant's Post Hearing Submissions REP4-034 Applicants Note on Disaggregation submitted at Deadline 5 (Doc 7.18) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	The Applicant has responded to this issue in the Applicant's Post CAH2 Hearing Submissions and subsequent correspondence from which it is clear that there is no requirement to assess the different elements of the single project discretely.	Prologis and EMIA contend that 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 [2021] EWHC 2697 (Admin). The highway works are promoted as mitigation for the commercial development and are not independent NSIPs; their justification depends on the fate of the principal commercial element (see Prologis' Written Representation dated 7 April 2026 at paragraphs 3.10–3.15 and Prologis' Deadline 2 Submission at AP8 (Legal basis of determination)).		

43.	Adequacy of the Environmental Statement	Environmental Statement [APP-067 and updated chapters] Applicant's Post Hearing Submissions REP4-033 Appendix 1 Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	The Applicant does not accept the contention that the ES is deficient in failing to address the socio-economic and land-use consequences on the Joint Application for the reasons set out in the Applicant's CAH2 Post Hearing Submissions at Appendix 1. Further representations have been made in subsequent correspondence with the ExP and are summarised in the Summary and Signposting document submitted at Deadline 7 (**DCO 7.28**).	Prologis and EMIA contend that the Environmental Statement is legally inadequate in that it fails to assess the adverse socio-economic and land-use consequences of frustrating the Joint Application (the "delivery" and "non-delivery" scenarios), and that this deficiency cannot be remedied without a targeted supplement to the ES (see Prologis' Deadline 2 Submission at paragraph 5.2(b); and Prologis' Deadline 4 Submission at section 5 and the responses to Action Points 31–33).		
44.	Reasonable alternatives (specific scenarios)	Statement of Reasons; Pre-application Land and Rights Negotiations Tracker [APP-022D] Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 REP5-033)	The Applicant has been considering and discussing a variety of alternatives with first MAG and more recently, Prologis for many years in a genuine effort to avoid compulsory purchase powers. The most up to date and accurate chronology of the discussions with Prologis is in the Applicant's response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5. The CA guidance requires reasonable alternatives	Prologis and EMIA have identified and put to SEGRO a series of reasonable alternatives to compulsory acquisition, including (a) exclusion of CA powers over the Prologis/MAG Land to allow delivery under the Joint Application; (b) provision of no more than access across the Prologis/MAG Land to enable the Southern Land to come forward; (c) the grant of the		

		Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	to be explored. None of the alternatives proposed to MAG in the period of negotiation proved acceptable to MAG and, to date none of the alternatives put forward by Prologis have proved to be realistic alternatives which, even if they were workable (unlikely given nature of negotiations) would have adverse impacts on viability of the southern land and involve substantial delay. The position is summarised in the Summary and Signposting document submitted at Deadline 7 (**DCO 7.28**).	DCO without CA powers, with Prologis delivering the DCO development on its own land in reliance on section 156 PA 2008; (d) targeted amendments substituting the Joint Application parameters; and (e) a joint venture arrangement. SEGRO has not genuinely explored these in a structured or good-faith way (see Prologis' Written Representation dated 7 April 2026 at paragraph 6.2 and section 10 (paragraphs 10.5–10.7) of the PRR; and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25). SEGRO's answer confines itself to assertion. The paragraph 8 duty requires alternatives to have been explored before the application was made; each of the five alternatives was proposed by Prologis rather than SEGRO; and SEGRO's contention that co-operation based alternatives are unrealistic sits in tension with its case that it remains in genuine continuing negotiation directed at precisely such agreement (see		

				Prologis' Deadline 5 Submission at section 4).		
45.	Highways – pink package, Moto MSA and National Highways	Agreed Joint Position Statement relating to SRN Mitigation Scheme [REP1-060D]		Prologis and EMIA do not accept that access from the Finger Farm roundabout to an employment development through the Moto Donington Park Motorway Service Area would be permitted under paragraph 6 of Circular 01/2022, such that the access relied upon by the Applicant cannot be achieved even on its own terms (see Prologis' Deadline 4 Submission at paragraph 7.4 and the response to Action Point 49; and Prologis' Responses to ExQ2 in relation to highways).		

SIGNATURES:

On behalf of the DCO Applicant:

……………………………………………….
Signature

……………………………………………….
Name

On behalf of EMIA:

……………………………………………….
Signature

……………………………………………….
Name

On behalf of Prologis:

……………………………………………….
Signature

……………………………………………….
Name

APPENDIX 1

[Ownership plan]

Appendix 5 – Deadline 8 Tripartite SoCG (Tracked)

East Midlands Gateway
Phase 2 (EMG2)

Document DCO 8.12

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Statement of Common Ground between the DCO Applicant and East Midlands International Airport Limited/East Midlands Airport Property Investments (Industrial) Limited and Prologis UK 121 Limited/Prologis UK Limited

~~August~~September 2026

The East Midlands Gateway Phase 2
and Highway Order 202X and The East Midlands Gateway
Rail Freight and Highway (Amendment) Order 202X

SEGRO.COM/SLPEMG2

SEGRO

1 Introduction

1.1 This SoCG has been requested by the Examining Panel and is entered into by (1) SEGRO Properties Limited who has submitted the DCO Application, (2) East Midlands International Airport Limited (“**EMA”**) and East Midlands Airport Property Investments (Industrial) Limited ("**EMIAL**") (together “**EMIA**”) and (3) Prologis UK Limited (PUKL) and Prologis UK 121 Limited (PUK121) (together “**Prologis**”).

1.2 This SoCG has been prepared in respect of development which is the subject of the DCO application comprising:

Main Component	Summary of Component	Works Nos.
DCO Application made by the DCO Applicant for the DCO Scheme		
EMG2 Works	Logistics and advanced manufacturing development located on the EMG2 Main Site south of East Midlands Airport and the A453, and west of the M1 motorway. The development includes HGV parking and a bus interchange. Together with an upgrade to the EMG1 substation and provision of a Community Park.	DCO Works Nos. 1 to 5 including Further Works as described in the draft DCO (**APP-012D**). DCO Works Nos. 20 and 21 including relevant Further Works as described in the draft DCO (**APP-012D**).
Highway Works	Works to the highway network: the A453 EMG2 access junction works (referred to as the EMG2 Access Works); significant improvements at Junction 24 of the M1 (referred to as the J24 Improvements), works to the wider highway network including the Active Travel Link, Hyams Lane Works, works to Long Holden, L57 Footpath Upgrade, A6 Kegworth Bypass/A453 Junction Improvements and Finger Farm Roundabout Improvements.	DCO Works Nos. 6 to 19 including relevant Further Works as described in the draft DCO (**APP-012D**).

1.3 Capitalised terms refer to the Glossary at Appendix A to Chapter 1 of the Environmental Statement (**APP-067**) unless otherwise stated.

1.3 This SoCG relates only to the DCO Application and not the MCO Application. It also only deals with matters in which all three parties are involved relating to the EMG2 Main Site. A separate SoCG between EMIA and the DCO Applicant deals with matters in which Prologis are not involved.

2 Details of the Parties to this SoCG

2.1 Both EMA and EMIAL are part of the Manchester Airport Group ("**MAG**"). EMA is the owner and operator of East Midlands Airport and EMIAL is a subsidiary property investment company. Both companies have land interests within the EMG2 Main Site.

2.2 Prologis is a developer and has an agreement with EMIA to acquire the land owned by EMIA within the EMG2 Main Site.

2.3 The plan in Appendix 1 ('the plan') identifies the separate interests of EMIA, Prologis and the DCO Applicant within the EMG2 Main Site.

3 Content of this SoCG

3.1 The areas covered by this SoCG are as follows:

3.1.1 Land Interests

3.1.2 History of land acquisition

3.1.3 The planning application reference 24/00727/OUTM submitted by EMIA and promoted by EMIA and Prologis for development of that part of the EMG2 Main Site lying to the north of Hyam's Lane ("**Joint Application**")

3.1.4 The DCO Application

3.1.5 Negotiations between the parties

3.1.6 Infrastructure and interface matters

3.1.7 The Freeport

3.1.8 Viability

3.1.9 Matters under discussion

3.1.10 Matters not agreed

3.2 This SoCG records those matters which are agreed and, if appropriate, any matters that are not agreed and still under discussion between the DCO Applicant and EMIA/Prologis.

3.3 Where this SoCG is identified as a draft, some matters may still be under discussion. If appropriate, a final version that confirms the final positions of the parties on relevant matters will be submitted before the close of the Examination.

3.4 Within the following table a Red Amber Green (RAG) status has been applied as follows: green: agreed, amber – a matter under discussion and/or further work to be completed and red – not agreed.

3.5 Prologis and EMIA record at the outset that this SoCG has been prepared in circumstances where, as they have consistently submitted to the ExP, key components of SEGRO's evidence base were not submitted with the DCO Application. In particular, no viability evidence was submitted with the application (it was served late, at Deadline 1, and still lacks 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 Environmental Statement does not assess the adverse socio-economic consequences of frustrating the Joint Application. Prologis' position on a number of matters is accordingly expressly reserved (see Prologis' Deadline 4 Submission at section 6).

3.6 The Applicant rejects the entirety of the assertions made in paragraph 3.5 above.

3.7 Prologis and EMIA note that the Applicant's blanket 'rejection' of what is said in paragraph 3.5 is not accompanied by any explanation, and the matters set out there are matters of record: no viability evidence accompanied the DCO Application; the highways assessment has been revised repeatedly during the Examination; and the Environmental Statement was only amended to address the delivery and non-delivery scenarios following the ExP's Rule 17 letter, in terms which Prologis and EMIA continue to say are inadequate (see Prologis' Deadline 5 Submission and Prologis' Deadline 6 Submission at section 2).

~~3.8 This version of the SoCG was shared with the Applicant on [DATE]28 August 2026 and sets out Prologis and EMIA's response to the amendments made by the Applicant to its own position, which were provided to Prologis and EMIA at Deadline 5 (30 June 2026) and submitted in the version published at Deadlines 5 and 6. On previous occasions, the Applicant has provided amendments to its own position to Prologis and EMIA shortly before, or on the date of, the relevant deadline, with the result that Prologis and EMIA have not had an adequate opportunity to review and respond to those amendments before publication. In particular, Prologis received the amended 21 April version from the Applicant's representative at 16:23 on the date of Deadline 2, and the updated version was sent at 16:02 on 30 June, the date of Deadline 5. If the Applicant again prepares further amendments to its own position and provides them to Prologis and EMIA simultaneously with the Deadline 7 submissions, it is possible that the position of Prologis and EMIA recorded in this document will not address all of the points raised by the Applicant. Prologis and EMIA accordingly draw this matter to the attention of the Examining Panel and reserve the right to update their position at a later date.~~

~~3.9 The Applicant does not accept the version of events set out in 3.8 which is incomplete. The ExP is referred to the Statements of Commonality which have been submitted at each deadline and set out the position as at each deadline. What is clear from paragraph 3.8 above is that the draft SoCG submitted to Prologis and EMIA on 30 June was not responded to until 28 August – effectively half a working day before Deadline 7 – despite chasing e-mails.~~

Reference Number	Matter	Application Document	Applicants' Position	Interested Party's Position	Status	Date Agreed
Land Interests						
1.	Land Interests of EMIA	Book of Reference (**APP-021D**) and Land Plans (**APP-027D and 028D**)	The land interests of EMIA within the EMG2 Main Site are accurately set out in the Book of Reference (**APP 02.1D**)	Agreed.		D2 April 21 2026

			The interests are as follows: Plot 1/2 - Hyams Lane subsoil Plot 1/4 – Land coloured blue on the plan - EMIAL freehold subject to option in favour of Prologis and subject to an overage agreement Plot 1/6 – Right of Way – EMIAL Plot 1/7 and Plot 2/2 – Land coloured turquoise on the plan (part) – EMA freehold subject to option in favour of Prologis Plot 2/3 – Land coloured turquoise on the plan (remainder of turquoise land) – EMA freehold subject to separate minerals ownership There are other interests around the EMG2 Main Site which are owned by MAG and are accurately set out in the Book of Reference and Sheets 1 and 2 of the Land Plans. However, those further interests fall outside the scope of this SoCG. In some cases (e.g. the Active Travel Link), this land is addressed in the SoCG between SEGRO and East			

			Midlands Airport on operational impacts.			
2.	Land Interests of Prologis	Book of Reference (**APP-021D**) and Land Plans (**APP-027D and 028D**)	The land interests of Prologis within the EMG2 Main Site are accurately set out in the Book of Reference (**APP 02.1D**) The interests are as follows: Plot 1/2 – Hyams Lane subsoil Plot 1/3 – Land coloured yellow on the plan – Prologis UK 121 Limited freehold acquired from Messrs Jarrom Plots 1/4 – Land coloured blue on the plan – Prologis UK 121 Limited option to acquire from EMIAL Plot 1/5 – Land coloured orange on the plan – Prologis UK 121 Limited freehold acquired from Messrs Jarrom.	Agreed.		D2 April 21 2026
History of Land Acquisition						
3.	Acquisition of land within EMG2 Main Site by SEGRO	Applicants Response to Relevant Representations of Prologis and EMIAL ~~**(REP1-051D**~~[REP1-051D **Appendix 5**	The Applicant's position is summarised below	Prologis and EMIA make no comment on the Applicant's stated motivation for seeking a s.35 direction. Prologis/EMIAL do not, however, agree with the Applicant's stated position		

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		Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1) Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis ~~(REP2-032~~(REP2-032 **Appendix 12 response to** **paras 4.15 - 4.16 and para 5.10**) **ExP Second Written Questions – Q 7.0.2 and Annexure 7A** ~~REP4-036~~REP4-036 **Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8** ~~Doc 7.17)~~REP5-033)	- The Applicant acquired an option on the land south of Hyams Lane in 2018 - The Applicant then worked with MAG to promote the entire site through the Local Plan exercise and to consider various options to bring forward the site and also airside development during 2020 - 2023. - Despite many offers having been made to MAG it became apparent that it would prove difficult to reach agreement within any certain timescale and, due to that, and the attraction of a certain consenting timescale and process with which the Applicant was familiar given its DCO experience, an application was made for the s.35 Direction which was issued in February 2024. - MAG submitted its (incomplete) planning application in June 2024 in the knowledge of the intention of the Applicant to progress the DCO. Whilst further information was submitted in November 2025 and May 2026 there remains outstanding information	in two respects. First, Prologis does not accept the description of the Joint Application as "(incomplete)"; the application was ~~validly submitted~~submitted —on 31 May 2024, validated on 7 June 2024 (ref. 24/00727/OUTM) and has since been promoted jointly by Prologis and EMIA and updated in November 2025. Second, Prologis does not accept the Applicant's characterisation that it has "always sought to negotiate ... to try and avoid the need to compulsory acquire land"; the adequacy and genuineness of that engagement is in dispute and is addressed at items 18 and 22 (see Prologis' Written Representation dated 7 April 2026 at paragraphs 6.5–6.7; Prologis' Relevant Representation at section 10; and Prologis' Responses to ExQ2 at response 7.0.2). In relation to offers made to EMIA prior to Prologis' involvement, EMIA's position is that these offers either did not represent a fair market		

			and analysis to be submitted as requested by National Highways. - the Applicant has always sought to negotiate with MAG and, since the end of 2024, Prologis to try and avoid the need to compulsory acquire land. - the Applicant is constrained from divulging the detail of the offers made since Prologis and MAG have refused to waive the protection of the NDA and without prejudice correspondence – hence the Applicant is effectively prevented from responding to the assertion that the offers "did not represent a fair market value".	value for the land or had no SEGRO investment committee approval in circumstances where other bidders had put forward commercially acceptable offers that had been approved by their respective investment committees. Prologis and EMIA do not accept that the NDA and without prejudice correspondence prevents it from evidencing the fact and substance of its *pre-application* exploration of alternatives, which is what paragraph 8 of the CA Guidance requires. Prologis has in any event not refused to engage on disclosure (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2). Prologis and EMIA do not accept that the Applicant's reference to outstanding information or the position adopted by National Highways implies that the Joint Application is deficient or stalled. The Joint Application continues to be progressed with the local planning authority, and further		

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				information was submitted in November 2025 and May 2026 in the ordinary course of engagement required when dealing with an application for a substantial scheme of development and as a consequence of the shift to the latest 2023 PRTM model for highways modelling. Prologis and MAG are actively engaging with the relevant statutory consultees, including National Highways, and discussions with National Highways and Leicestershire County Council are progressing constructively with a view to resolving the outstanding matters in a timely manner. A holding position adopted by a statutory consultee pending further information is a normal feature of the determination process and does not or indicate that the Joint Application will not be granted once the further information has been assessed (see Prologis' Deadline 5 Submission at section 8 and Prologis' Deadline 6 Submission).		
4.	Acquisition of land within EMG2 Main Site by Prologis	Applicants Response to Relevant Representations of	- Prologis acquired its interests in the land in October 2024 in the	Prologis confirms that it acquired its freehold interest in the former Jarrom land on		

		Prologis and EMIAL ~~(REP1-051D~~(REP1-051D **Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**) Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis ~~(REP2-032~~(REP2-032 **Appendix 12 response to paras 4.15 - 4.16 and para 5.10**) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 ~~Doc 7.17)~~REP5-033) Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	knowledge of the intention of the Applicant to progress the DCO. - The Applicant has consistently sought to negotiate with Prologis to try and avoid the need to compulsory acquire land and continues to do so. - The ExP is referred to the Applicant's response to the Prologis response to 2WQ 7.0.2 submitted at Deadline 5 for detail of discussions from which it is apparent that genuine and repeated attempts have been made by the Applicant to avoid compulsory acquisition including during the four year period prior to the involvement of Prologis.	29 October 2024 and holds further interests under an option agreement with EMIA. That acquisition followed an open-market competitive bid process conducted by the landowners' agent, in which it is understood SEGRO also participated and was not selected. Prologis does not accept the Applicant's framing that it acquired its interests "in the knowledge of the intention of the Applicant to progress the DCO" in so far as that framing is said to weigh against Prologis: the relevance of the timing of acquisition to the compelling-case and reasonable-alternatives tests is in dispute, and an affected party's commercial interest is not diminished by the existence of a competing developer's proposals. Prologis also does not accept the Applicant's characterisation that it has "consistently sought to negotiate ... and continues to do so"; the adequacy and genuineness of that engagement is in dispute and		

				is addressed at items 18 and 22 (see Prologis' Responses to ExQ1 [REP1-272D] (land sale history and chronology); Prologis' Written Representation dated 7 April 2026 at section 5 and paragraphs 6.5–6.7; and Prologis' Responses to ExQ2 at response 7.0.2). Prologis and EMIA do not accept the chronology appended to the Applicant's Deadline 5 response as an accurate or complete record. They maintain the distinction between (i) whether meetings and correspondence took place and (ii) whether what took place amounted to genuine, substantive negotiation at a formative stage. The paragraph 8 duty is expressed in the past tense, and steps taken after the application was made cannot retrospectively satisfy it (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2).		
The Joint Application						

5.	Details of Joint Application		On 31 May 2024, EMIA submitted the Joint Application to NWLDC. The application has since been promoted jointly by Prologis and MAG and updated in November 2025 ("**Joint Application**").	On 31 May 2024, EMIA submitted the Joint Application to NWLDC (ref. 24/00727/OUTM). The application was validated on 7 June 2024 and has since been promoted jointly by Prologis and MAG and updated in November 2025.		D4 16 June 2026
6.	Content of Joint Application		The Joint Application seeks outline planning permission for up to 135,000 sqm of Class B2/B8 floorspace (plus ancillary offices), together with a new all-movements junction on the A453, a Training Hub, a Transport Hub and associated infrastructure on the Prologis/EMIA Land.	The Joint Application seeks outline planning permission for up to 135,000 sqm of Class B2/B8 floorspace (plus ancillary offices), together with a new all-movements junction on the A453, a Training Hub, a Transport Hub and associated infrastructure on the Prologis/EMIA Land.		D4 16 June 2026
7.	Location of Joint Application		The Prologis/EMIA Land is located within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.	The Prologis/EMIA Land is located within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.		D4 16 June 2026
8.	Freeport Status		Development on the Prologis/EMIA Land pursuant to the Joint Application, if granted and delivered within the Freeport Window would qualify for	Agreed. Development on the Prologis/EMIA Land pursuant to the Joint Application, if granted and delivered within the Freeport Window, would qualify for Freeport fiscal		

			Freeport fiscal reliefs available to qualifying occupiers.	reliefs available to qualifying occupiers.		
9.	Approval of both DCO and Joint Application		The grant of planning permission pursuant to the Joint Application would not, as a matter of law or planning policy, create a legal bar to the grant of a DCO for the DCO Application, or vice-versa.	Agreed.		D4 16 June 2026
10.	Affect of approval of Joint Application on deliverability/viability of the DCO Application	Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	The grant of consent would not of itself be a bar to delivery/viability of the DCO scheme subject to the Applicant having the necessary powers to acquire all of the land interests including those subject to the joint application. The DCO will not be implemented without control over the land which is the subject of the Joint Application. Without CA powers the lack of control over the Joint Application land will present a barrier to delivery of the DCO and its attendant mitigation and benefits which include the delivery of the substantial improvements to J24.	Prologis and EMIA agree that the grant of planning permission pursuant to the Joint Application would not itself be a bar to the delivery or viability of the DCO scheme. This is consistent with the acceptance by the Applicant's viability expert, Mr Colin Cottage, that viability is to be assessed on the assumption that planning permission would be granted for the Joint Application scheme, and the point is agreed on that basis. That agreement is, however, without prejudice to Prologis and EMIA's case that the Applicant's viability assessment fails to value the land subject to the Joint Application (the Prologis/EMIA Land) on a proper market		

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				basis, as addressed at items 11 and 34 below. Prologis and EMIA do not, in any event, agree the Applicant's qualification that delivery and viability are contingent upon the Applicant having the necessary powers to acquire all of the land interests, including those subject to the Joint Application; that qualification is in dispute and is addressed at items 11 and 17 below (see Prologis' Written Representation dated 7 April 2026 at section 6 and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25). Prologis and EMIA do not accept that the Applicant has demonstrated through evidence that compulsory acquisition is necessary. The Applicant's case is now that the powers are needed because negotiation is unlikely to succeed, which is an assertion about commercial preference rather than a demonstration of necessity. The draft DCO itself effectively compels collaboration (at paragraphs 5 and 6 of Part 1 of		

				Schedule 2), and the asserted enhanced commercial risk and delay within the Freeport Window are not evidenced. The Freeport Window argument is also inconsistent with the Applicant's own treatment of the non-delivery scenario, in which delivery outside the Freeport Window is treated as immaterial (see Prologis' Deadline 5 Submission at section 6 and Prologis' Deadline 6 Submission).		
11.	Effect of implementation of Joint Application on deliverability/viability of the DCO Application	Viability Appraisal and Summary of Viability Appraisal ~~[REP1-027D and REP1-028D]~~ [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - ~~REP4-033~~REP4-033 Applicant's Response to the Deadline 4	If the DCO scheme were approved without the necessary CA powers then the DCO scheme would not be deliverable and viable since - the scheme to the north of Hyams Lane under the Joint Application is a different scheme from that to be authorised by the DCO - the land to the south of Hyams Lane would not be viable to deliver as a phase 2	Not agreed. EMIA and Prologis do not accept that the absence of compulsory acquisition powers would render the DCO scheme undeliverable or unviable. The draft DCO itself includes a requirement stipulating the up-front delivery of the highway works in advance of first occupation. That requirement would remain in place in the absence of compulsory acquisition powers, such that the parties would be required to negotiate and agree terms before either could commence development; there is		

		submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 ~~Doc 7.17)~~**REP5-033**) Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	- the highway works for any phase 2 are unknown however the NSIP included in the DCO in respect of works to J24 would not be delivered. - The suggestion that the approval of the DCO without CA powers would enable the DCO scheme to proceed including the highway NSIP through negotiation between the parties runs counter to the experience so far. - Prologis suggests the parties could simply agree terms and then press on with their development with the highway works being delivered, presumably by the Applicant, in advance of either party commencing. There is no evidence to suggest there would be any basis for a successful negotiation between the parties and, in any event the lack of control would cause the Applicant to reconsider its commitment to delivery of the scheme and specifically the NSIP	accordingly no basis for the Applicant's contention that the J24 NSIP would not be delivered. The Applicant's reliance on the highway mitigation for "any phase 2" being unknown is misconceived: that point is directed to a different scenario, namely delivery of the Joint Application scheme on the northern land with a separate planning permission for the southern land as a phase 2, and not to delivery of the DCO scheme in the absence of full compulsory acquisition. In any event, the Applicant has not properly assessed whether the DCO scheme, or the southern land alone, could be delivered without full compulsory acquisition. On the Applicant's own south-of-Hyams-Lane appraisal, the highway mitigation required for the southern land could still be delivered, and the southern land would remain		

				given the enhanced commercial risk to the Applicant inherent in the lack of control. In addition, leaving aside appetite for risk, it is clear from the past 18 months that any negotiations such as referred to by Prologis is highly likely to involve delay and uncertainty preventing the development being realised within the Freeport Window.	viable to carry those costs, once a proper market value (rather than the inflated Aldridge Option price) is paid for the land south of Hyams Lane, as demonstrated in Prologis' viability evidence and appraisal submitted at Deadline 4. Prologis has in any event identified a number of scenarios under which the DCO scheme could be delivered on the Prologis/MAG Land without full compulsory acquisition, as set out in its written submissions (see Prologis' Relevant Representation at paragraphs 3.5 and 10.5; Prologis' Written Representation dated 7 April 2026 at section 6 and Figures 8 and 9; Prologis' Deadline 2 Submission at paragraphs 3.21–3.24; and Prologis' Deadline 4 Submission at section 6, section 7 and the response to Action Point 35). Prologis and EMIA do not accept that the Applicant has demonstrated through evidence that compulsory		

				acquisition is necessary. The Applicant'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 (at paragraphs 5 and 6 of Part 1 of Schedule 2); the asserted enhanced commercial risk and delay within the Freeport Window are not evidenced; and the Freeport Window argument is inconsistent with the Applicant's own treatment of the non-delivery scenario, in which delivery outside the Freeport Window is treated as immaterial (see Prologis' Deadline 5 Submission at section 6 and Prologis' Deadline 6 Submission).		
12.	Comparability of public benefits of DCO and Joint Application	Applicants' Response to Examining Panel's First Written Questions [**REP1-054**] – see response to ExQ 1.3.2	The public benefits which arise from the DCO Application are materially greater than that arising from the Joint Application as set out in the documentation referred to. These benefits include:	Not agreed. Prologis and EMIA do not accept that the public benefits of the DCO Application are materially greater than those of the Joint Application. There is no material distinction between		

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		EMIA Response to ExQ1 [**REP1-218D**] – see response to ExQ 1.3.2 Prologis Response to ExQ1 [**REP1-272D**] – see response to ExQ 1.3.2	- the greater floorspace hence greater economic and employment benefits - the comprehensive planning of the site facilitating internal bus connectivity and more extensive community park - the sustainable travel benefits including active travel links - the delivery of a key improvement to Junction 24 which is required to mitigate the traffic impact from the development but has a wider benefit in helping to provide capacity for future planned growth in the area.	the parties' sustainability approaches (both target net zero, high EPC ratings, BREEAM Outstanding, on-site renewable energy and public transport benefits); the benefits relied on by the Applicant are in substance 'additive' (arising from the scale of the whole site developed) rather than 'attributable' to compulsory acquisition (benefits which would not arise but for CA) (see Prologis' Deadline 2 Submission at paragraphs 5.2–5.3; Prologis' Deadline 3 Submission and the Spawforths Comparative Benefits Note (Annex B to the Deadline 3 Submissions) (P4-NT-TP-0035-B); and Prologis' Response to ExQ1 [REP1-272D]). Further, the Applicant has not demonstrated any analysis of the mitigation that is actually required at Junction 24 as a result of EMG2.		
The DCO Application						
13.	S.35 Direction	Environmental Statement Appendix B	The DCO Application has been brought into the Planning Act 2008 regime pursuant to a	The DCO Application has been brought into the Planning Act 2008 regime in reliance on a		D4 16 June 2026

		Section 35 Direction [**APP-068**]	Section 35 Direction made on 21 February 2024. The Section 35 Direction identified the proposed project as: "a logistics and manufacturing hub, including a substantial carbon neutral campus/headquarters including co-located head office functions."	Section 35 Direction made on 21 February 2024. The Section 35 Direction identified the proposed project as: "a logistics and manufacturing hub, including a substantial carbon neutral campus/headquarters including co-located head office functions.". Prologis disputes whether the DCO scheme to which the Application relates is covered by the Section 35 Direction.		
14.	CA content	Book of Reference (**APP-021D**) and Land Plans (**APP-027D and 028D**)	The DCO Application seeks powers of compulsory acquisition and/or temporary possession over, among other land, the Prologis/EMIA Land pursuant to Part 5 of the draft DCO and section 122 PA 2008.	The DCO Application seeks powers of compulsory acquisition and/or temporary possession over, among other land, the Prologis/EMIA Land pursuant to Part 5 of the draft DCO and section 122 PA 2008.		D4 16 June 2026
15.	CA powers		For the Secretary of State to include compulsory acquisition powers in a DCO, section 122(3) PA 2008 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for those powers. This is a test that is distinct from, and not automatically satisfied by,	For the Secretary of State to include compulsory acquisition powers in a DCO, section 122(3) PA 2008 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for those powers. This is a test that is distinct from, and not automatically satisfied		D4 16 June 2026

			any decision to grant development consent.	by, any decision to grant development consent.		
16.	CA Guidance		The Guidance related to procedures for the compulsory acquisition of land (September 2013) applies to the consideration of the compulsory acquisition powers sought in the DCO Application.	Agreed.		D4 16 June 2026
17.	Compelling Case	Statement of Reasons	The Applicant contends that there is a compelling case in the public interest for the acquisition of the EMIAL and Prologis land	Not agreed. Prologis and EMIA do not accept that there is a compelling case in the public interest for the acquisition of the EMIAL/Prologis land. Their position is set out in their written submissions (see Prologis' Written Representation dated 7 April 2026 (Deadline 1) at section 6, in particular paragraph 6.5; Prologis' Deadline 2 Submission at section 3; and Prologis' Written Summary of Oral Submissions at CAH2 (submitted at Deadline 4) at paragraphs 9 to 11).		
18.	Reasonable Alternatives	Statement of Reasons Applicants Response to Relevant	The Applicant contends that all reasonable alternatives to the compulsory acquisition of the EMIAL/Prologis land as required	Not agreed. Prologis and EMIA do not accept that all reasonable alternatives to the compulsory acquisition of the EMIAL/Prologis land, as		

		Representations of Prologis and EMIAL (**REP1-051D** Appendix 5 and Appendix 6) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 **REP5-033**) Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	by paragraph 8 of the CA Guidance have been explored	required by paragraph 8 of the CA Guidance, have been explored. The specific alternatives are addressed at item 44 below, and their position is otherwise set out in their written submissions (see Prologis' Written Representation dated 7 April 2026 (Deadline 1) at paragraphs 5.4–5.6 and 6.5–6.6 and section 10 of the PRR; Prologis' Deadline 2 Submission at section 3; the summary of the oral case given at CAH2, as set out in Prologis' Written Summary of Oral Submissions at Compulsory Acquisition Hearing 2 (submitted at Deadline 4) at paragraph 13; and Prologis' Responses to ExQ2 at response 7.0.2).		
Negotiations between the Parties						
19.	Between the Applicant and EMIAL	Pre-application Land and Rights Negotiations Tracker [**APP-022D**]	Negotiations between SEGRO and MAG first commenced in February 2020. The Applicant has set out the history of the four years of negotiations with MAG in its response to the relevant representations of EMIA (largely	Negotiations between SEGRO and EMIA first commenced in February 2020.		D4 16 June 2026

		Applicants' Response to Relevant Representations of Prologis and EMIAL ~~(REP1-051D~~(REP1-051D **Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**) Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis ~~(REP2-032~~(REP2-032 **Appendix 12 response to paras 4.15 - 4.16 and para 5.10**) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 **(Appendix 8** ~~**Doc 7.17)**~~REP5-033) Applicant's response to Deadline 6 submissions submitted at Deadline 7 (DCO 7.27)	ignored in the submissions of Prologis and MAG) and has at Deadline 5 responded to the inaccurate information submitted on the part of Prologis at D4 in the Applicant's response to the response of Prologis to ExQ2 7.0.2.			

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		Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)				
20.	Between the Applicant and Prologis	Pre-application Land and Rights Negotiations Tracker **[APP-022D]** Applicants' Response to Relevant Representations of Prologis and EMIAL **(REP1-051D Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1)** Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis **(REP2-032 Appendix 12 response to paras 4.15 - 4.16 and para 5.10)**	Negotiations between the Applicant and Prologis (on behalf of both EMIAL and Prologis) first commenced in November 2024. See response to 3. and 19. above	Prologis and EMIA do not accept that "negotiations" commenced in November 2024. Initial contact between the Applicant and Prologis was made on 21 November 2024; Prologis was notified of the DCO in January 2025 through the public consultation; and the first offer was not received until 21 February 2025, and contained no figures. Prologis and EMIA do not accept that what occurred at that stage amounted to genuine, substantive negotiation, let alone genuine substantive negotiation conducted at a formative stage (see items 21 and 22 below; Prologis' Relevant Representations; Prologis' Written Representation dated 7 April 2026 at paragraphs 4.15–4.16; and Prologis'		D4 16 June 2026

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		Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 **(Appendix 8 REP5-033)** Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)		Responses to ExQ2 at response 7.0.2).		
21.	Current state of negotiations		No agreement has yet been reached	No agreement has yet been reached		
22	Chronology of negotiations	Applicants Response to Relevant Representations of Prologis and EMIAL ~~**(REP1-051D**~~**(REP1-051D Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**)	The chronology of engagement is set out in the submissions made by the Applicant. The Applicant has made extensive efforts over years to reach agreement with MAG to avoid CA and more recently with Prologis including discussing a variety of arrangements which would avoid CA. The most up to date and accurate chronology is appended to the Applicant's response to the	The precise chronology and characterisation of the negotiations between SEGRO and Prologis, including the adequacy of SEGRO's engagement with alternatives to compulsory acquisition, is a matter in dispute. Prologis and EMIA do not accept the Applicant's characterisation of 'extensive efforts over years'.		

		Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis ~~(REP2-032~~(REP2-032 **Appendix 12 response to paras 4.15 - 4.16 and para 5.10**) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 **(Appendix 8 ~~Doc 7.17)~~REP5-033)** Applicant's response to Deadline 6 submissions submitted at Deadline 7 (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO7.28**)	Prologis response to ExQ2 7.0.2 submitted at Deadline 5.	Meaningful negotiation with Prologis had barely begun, and the pattern has been one of limited engagement and delayed disclosure of information. Prologis and EMIA do not dispute that meetings and correspondence took place, but dispute that what occurred amounted to genuine, substantive negotiation conducted at a formative stage. Negotiation nonetheless continues (see Prologis' Written Representation dated 7 April 2026 at paragraphs 4.15–4.16; Prologis' Response to ExQ2 at response 7.0.2 and the chronology at Appendix 12; and Prologis' Deadline 4 Cover Letter at paragraphs 2.1–2.5). Prologis and EMIA do not accept the chronology appended to the Applicant's Deadline 5 response as an accurate or complete record. They maintain the distinction between (i) whether meetings and correspondence took place and (ii) whether what took place amounted to genuine, substantive		

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				negotiation at a formative stage. The paragraph 8 duty is expressed in the past tense, and steps taken after the application was made cannot retrospectively satisfy it (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2).		
Infrastructure and Interface Matters						
23.	Highway Access to southern land		The highway access corridor through to the southern land indicated in the Joint Application may be physically achievable and suitable subject to issues of the status of Hyams Land being resolved. Whether the proposed roundabout at the access to the A453 from the Prologis land and the internal estate road through the northern land are adequate to deal with traffic from both the Joint Application and the southern land has not, as far as the Applicant is aware, been tested. Until that roundabout and estate road have been confirmed as suitable to access the whole site (including the additional floorspace provided in the Joint Application on the	Not agreed. The Joint Application 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. Prologis and EMIA do not accept the Applicant's characterisation that the suitability of the roundabout and estate road is untested, or that access would necessarily be dependent upon agreement with a commercial competitor with		

			northern land compared with the DCO scheme) it cannot be confirmed that the Joint Application provides suitable access for the southern land which is acceptable to the highway authorities. Aside from viability issues, any access is in any event reliant on approval and delivery of the Joint Application and the Applicant being able to reach agreement with a commercial competitor with implications for delay.	consequent delay: there is no in-principle impediment to phased delivery by two separate promoters, and any cumulative highway mitigation would fall to be secured through the usual planning condition, section 106 and section 278 mechanisms in the ordinary way (see Prologis' Written Representation dated 7 April 2026 at paragraphs 5.27–5.28; and Prologis' Responses to ExQ1 [REP1-272D], including the illustrative access design at Appendix 6).		
24.	Compatibility of access arrangements	Applicants Response to Relevant Representations of Prologis (REP1-051D Appendix 6)	The access proposals in the Joint Application are not compatible with the access proposals in the DCO Application. The DCO scheme has the benefit of bus and cycle access across the strip of land owned by Moto as a result of which the access enables bus and cycle penetration into the site with shuttle bus connectivity with all parts of the site unlike the Joint Application.	Prologis and EMIA agree that the access proposals in the Joint Application and the DCO Application are not compatible. That incompatibility is, however, the result of changes made by SEGRO to its own proposals at a relatively late stage before the DCO Application was made. The earlier onsite road configuration, which had been proposed since the Section 35 Direction was issued and on which Prologis had developed its own highways proposal,		

			As explained previously the principal form of access to the DCO scheme did not change "at a relatively late stage". The access was determined as early as 2024 and the highway modelling has all been based on that access which best facilitates public transport and HGV movements. It is noted that Prologis do not deny that their site is effectively severed by the Moto strip which prevents vehicular interconnectivity between the land to the east of the Moto land (including the transport hub) and the remainder of the site. Vehicular connectivity between the land to the eats of the Moto strip and land to the west can only be achieved via the A453 – not within the site itself. The lack of vehicular connectivity is one of the concerns raised by National Highways in its Holding Objections and also EMCCA when responding to consultation on the Joint Application	was varied without any explanation, so that the physical interface between the two schemes would be less straightforward (see Prologis' Relevant Representation at paragraph 10.8; and Prologis' Written Representation dated 7 April 2026 at section 6). Prologis and EMIA expressly reject the Applicant's assertion that the Prologis/MAG Land is effectively severed by the Moto strip, or that the Moto strip prevents vehicular interconnectivity between the land to the east of the Moto land, including the Transport Hub, and the remainder of the site. That assertion has not previously been put to Prologis and EMIA in terms, and the absence of any prior response to it is not to be taken as acceptance of it. The Joint Application is designed as an integrated development and delivers equivalent bus, cycle, pedestrian and sustainable travel and connectivity provision across the whole of the Prologis/MAG Land, and		

				such provision is not dependent upon single developer delivery of the entire EMG2 Main Site. The Joint Application is, moreover, an outline application in which the means of access from the A453 is fixed and layout is reserved, so that internal circulation falls to be settled at reserved matters stage (see Prologis' Deadline 5 Submission at section 8 and Prologis' Deadline 6 Submission). As to the Applicant's further points, Prologis and EMIA do not accept that the routeing of internal traffic via the A453 is a matter of any weight. The Joint Application is served by two junctions on the A453, and the A453 access roundabout and Principal Highway Access Corridor have been designed and sized having regard to the combined trip generation from the Prologis/MAG Land and the Southern Land. The concern raised by National Highways is directed to the routeing of the internal shuttle bus rather than to vehicular connectivity generally.		

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				and has been addressed: owing to site constraints the shuttle cannot circulate between the Transport Hub and other buildings without using a short section of the external highway network, anticipated to be limited to the section between the new western roundabout on the A453 and the Beverley Road/A453/new access junction; that has been discussed with Leicestershire County Council and National Highways, and the on-site routeing, frequency and hours of operation will be confirmed at reserved matters stage once the masterplan is finalised and occupiers are known. National Highways' holding objection is, by its nature, a position adopted pending further information or clarification rather than a refusal, a number of the points raised have already been addressed, and Prologis and East Midlands Airport continue to work constructively with National Highways and Leicestershire County Council to conclude the outstanding matters. (see Prologis' Deadline 4 Submission at paragraph 7.5; Prologis' Deadline 6 Submission at section 8; and		

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				Prologis' Deadline 7 Submission at section 9).		
25.	J24 highway mitigation	Joint Position Statement with National Highways (Appendix 2 to the NH SoCG (**DCO 8.5**) Appendix 3 ISH 1 Action Point 16 (**REP1-053**) Applicant's Response to the Deadline 2/3 submissions (Appendix K ~~REP4-033)~~**REP4-033**) ~~[D4 submission]~~	The highway mitigation proposed in the DCO is required to mitigate the impact of the DCO scheme. It has a wider benefit in that it is consistent with (but not reliant upon) the emerging proposals for a strategic scheme at J24 which will enable, and is required for, planned growth in the area. The Applicant is part of a consortium of developers which have been considering the strategic scheme with National Highways of which the mitigation for the DCO scheme is considered a key first element.	The highway mitigation strategy for Junction 24 of the M1 is being progressed through a multi-developer consortium framework, of which SEGRO is a participant. The J24 mitigation solution is not a product of the DCO Application alone.		
26.	Highway works proportionate	Joint Position Statement with National Highways (Appendix 2 to the NH SoCG (**DCO 8.5**) Appendix 3 ISH 1 Action Point 16 (**REP1-053**)	The highway works proposed in the DCO are required to mitigate the impact of the development and as such are proportionate to the development proposed. The fact that the works also have wider benefits does not affect that proportionality. It is not the Applicant's case, as suggested, that the works exceed what is required to mitigate EMG2. The works are required to mitigate	Not agreed. Prologis and EMIA do not accept that the highway works proposed in the DCO are proportionate mitigation of the impacts of the DCO development. Highway works must be subordinate and proportionate to the development they are intended to mitigate and cannot be an aim in themselves; where their scale,		

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		Applicant's Response to the Deadline 2/3 submissions (Appendix K ~~REP4-033)~~REP4-033)	EMG2 but also have wider benefits. Prologis/EMIA seem to believe that the two are mutually exclusive whereas, clearly, they are not. No evidence has been produced to demonstrate that the EMG2 proposals could be delivered without unacceptable impacts in the absence of the mitigation proposed in the DCO. It is notable that highway mitigation for the Joint Application has not yet been identified.	cost or land-take exceeds what is necessary to address the scheme's impacts, they cannot lawfully justify the grant of compulsory acquisition powers, nor be afforded significant weight as a public benefit in the section 122(3) balance. On the Applicant's own case the works exceed what is required to mitigate EMG2: the Applicant has acknowledged (in response to ISH1 Action Point 7) that the new free-flow link from the M1 northbound to the A50 westbound would be required to allow for growth in the area "whether that included EMG2 or not", and has told LCC that the mitigation would bring capacity benefits to the strategic road network 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 being progressed by a multi-developer consortium, not as benefits attributable to the DCO scheme (see Prologis'		

				Written Representation dated 7 April 2026 at section 8 and paragraphs 5.35–5.37; Prologis' Relevant Representation at paragraphs 13.18–13.24; Prologis' Deadline 3 Submission at paragraphs 3.1–3.2; and Prologis' Deadline 4 Submission at paragraphs 7.1–7.3). The Applicant's answer does not engage with its own acknowledgements set out above, namely that the free flow link would be required whether or not EMG2 came forward and that the mitigation brings capacity benefits going beyond mitigating the impacts of EMG2. Those acknowledgements are not answered by the proposition that works may both mitigate EMG2 and have wider benefits. Prologis' position on the A453 dualling, set out in its Written Summary of Oral Submissions at CAH2 and ISH3 and in its Deadline 5 Submission at		

				paragraph 5.11, remains unanswered.		
27.	Mitigation for southern land		It is not known what highway mitigation would be required for the southern land were it to be developed as a phase 2 to the Joint Application. Of relevance is: - the full highway mitigation is not yet known for the Joint Application - until the highway mitigation is known for the Joint Application it is not possible to determine what mitigation would be required, or achievable, for the southern land - the DCO NSIP involving the green package could not be delivered without a DCO or by the southern land alone	Not agreed. It is part of SEGRO's positive case for the DCO, and for the compulsory acquisition powers it seeks, that development of the southern land will only come forward under the DCO and would not be viable or deliverable as a standalone development. The burden is therefore on SEGRO to demonstrate that it has properly investigated what would be required to develop the southern land alone, including the highway mitigation that would be likely to be needed, so that it can substantiate the case that it seeks to make. Whilst Prologis and EMIA recognise that the highway mitigation required to develop the southern land in isolation is not yet known, that is a reflection of SEGRO's own failure properly to explore this as a reasonable alternative to compulsory acquisition and to substantiate the assertion in		

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				its Statement of Reasons that this alternative to compulsory acquisition is unviable. The burden does not lie with Prologis/EMIA to disprove SEGRO's assertions. In any event, 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 for the land south of Hyams Lane, as demonstrated in the viability evidence and appraisal submitted by Prologis at Deadline 4 (see Prologis' Written Representation dated 7 April 2026 at sections 5 and 6; Prologis' Relevant Representation at section 10; and Prologis' Deadline 4 Submission at section 7 and the responses to Action Points 35 and 49).		
Freeport						

28.	Location		The EMG2 Main Site falls within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.	The EMG2 Main Site falls within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.		D4 16 June 2026
29.	Freeport Window		The Freeport Window - the period during which qualifying occupiers may access Freeport fiscal reliefs - is currently stated to expire on 30 September 2031.	The Freeport Window - the period during which qualifying occupiers may access Freeport fiscal reliefs - is currently stated to expire on 30 September 2031.		D4 16 June 2026
30.	Freeport Reliefs		The Freeport fiscal reliefs accrue to qualifying occupiers, not to the developer of the relevant land.	The Freeport fiscal reliefs accrue to qualifying occupiers, not to the developer of the relevant land.		D4 16 June 2026
31.	Availability of reliefs		Development on the Prologis/EMIA Land delivered pursuant to either the Joint Application or the DCO Application, if occupied within the Freeport Window, would be capable of qualifying for Freeport fiscal reliefs. The wording of the above paragraph was changed for accuracy not to make a point	Development on the Prologis/EMIA Land delivered pursuant to either the Joint Application or the DCO Application, if occupied within the Freeport Window, would be capable of qualifying for Freeport fiscal reliefs. Prologis and EMIA note that item 31 has been amended to refer to development "occupied" within the Freeport Window, in place of "commenced" as previously agreed. Prologis and EMIA are		D4 16 June 2026

				content with this change, which more accurately reflects that the Freeport fiscal reliefs are accessed by qualifying occupiers (as recorded at item 30) and therefore depend on occupation within the Window, noting that, strictly, certain reliefs are triggered by qualifying expenditure being incurred, or qualifying employees being hired, before the Window closes rather than by occupation alone. For the avoidance of doubt, Prologis and EMIA do not accept that this point assists the Applicant's case for compulsory acquisition.		
32.	Mechanism for delivery	Applicants Response to Relevant Representations of Prologis and EMIAL **(REP1-051D Appendix 5 and Appendix 6)** Applicant's Response to Deadline 1 Submissions – Written Representations of	There is no legislative requirement as to the delivery mechanism for development or for the entirety of the site to be brought forward by a single developer or as a single development however it is good planning practice for large sites to be planned comprehensively to achieve the optimal form of development providing the best opportunity to maximise the	Prologis and EMIA agree that there is no legislative or policy requirement as to the delivery mechanism for development, or for the entirety of the site to be brought forward by a single developer or as a single development. The objectives of comprehensive, well-planned development do not require the site to be under the control of a single		

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		Prologis (**REP2-032 Appendix 12**) Applicant's Response to the Deadline 2/3 submissions (Appendix K **REP4-033**)	economic and social benefits whilst minimising the environmental impacts.	developer, and the Applicant does not suggest that they do. Those objectives can be achieved across a multi-developer site through well-understood coordinating mechanisms, including a co-ordinating role for the local planning authority through planning conditions and requirements, design codes, parameter plans, masterplanning and phasing, and section 106 obligations, which are routinely used to secure coherent, high-quality outcomes regardless of the number of promoters involved (see Prologis' Written Representation dated 7 April 2026 at paragraphs 5.23–5.24; Prologis' Relevant Representation at section 10; and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25).		
33.	Amount of Freeport benefits		The DCO scheme will achieve materially greater benefits related to the Freeport which is a matter relevant to the consideration of whether or not	Not agreed. Prologis and EMIA consider that 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		

			there is a compelling case in the public interest.	developed, and the Freeport designation is not dependent upon a single developer or upon compulsory acquisition. The fiscal reliefs accrue to qualifying occupiers, not to the developer, and are equally available whether the Prologis/EMIA Land is developed pursuant to the Joint Application or the DCO Application. In any event, the benefits relied upon are dependent upon the DCO development being delivered within the Freeport Window, which Prologis and EMIA dispute on the basis of viability: the DCO scheme is, on the Applicant's own evidence, only marginally viable, such that there is a real risk it will not be delivered within the Window at all, whereas the Joint Application provides a more certain route to securing Freeport benefits on the Prologis/EMIA Land (see Prologis' Deadline 2 Submission at AP12 (Freeport) and paragraph 5.3; Prologis' Deadline 3 Submission, Financial Viability Assessment		

				of Peter Roberts; and Prologis' Deadline 4 Submission at section 6).		
Viability						
34.	Evidence	Viability Appraisal and Summary of Viability Appraisal ~~[REP1-027D and REP1-028D]~~ **[REP1-027D andREP1-028D]** Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - ~~REP4-033~~**REP4-033** Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 ~~Doc 7.17)~~**REP5-033**) Applicant's ~~Response~~response to	Viability evidence was submitted by the Applicant at D1 dealing with the viability of the DCO scheme and the viability of the southern land alone. The viability evidence provided by the Applicant also cast doubt on the viability of the development of the Joint Application. At D4 the Applicant responded to the viability evidence submitted by Prologis/EMIAL at D3. Further submissions were made at D5. The Applicant does not agree that their viability evidence is fundamentally flawed. It is Mr Roberts' evidence that is flawed. Mr Roberts has never provided his own viability assessment or sensitivity analysis for the DCO Scheme. He has only attempted to discredit Mr Cottage's evidence. Mr Cottage has been unable to undertake a full appraisal of the Joint Application because Prologis has not, to date,	Not agreed. The viability evidence submitted by the Applicant at Deadline 1 is fundamentally flawed, for the reasons set out in Mr Peter Roberts' Financial Viability Assessment submitted at Deadline 3. The further viability evidence submitted by the Applicant at Deadline 4 is also fundamentally flawed, for the reasons set out in the Second Report of Mr Peter Roberts submitted at Deadline 5. In summary these are that the appraisals do not adopt a commercial market value for the Prologis/MAG Land but instead a figure of £225,000 per acre derived from the Applicant's own Promotion and Option Agreement; Mr Cottage has never provided any opinion, or any transactional evidence, of the Market Value of the Prologis/MAG Land; the residual outputs have not been cross-checked against market transactional evidence; no		

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		~~the~~ Deadline ~~4~~6 submissions ~~of Prologis~~ submitted ~~by the Applicant~~ at Deadline ~~5 (Appendix 8 Doc~~ 7~~.17)~~ (**DCO 7.27**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	provided the information necessary for that appraisal to be undertaken. Prologis asserts that the Joint Application is commercially viable but has provided no evidence in support of that assertion to enable it to be verified. Such information would include Prologis confirming the price it paid for the land it has acquired and the financial terms of its agreement with the Airport. In the absence of the necessary information from Prologis, Mr Cottage, in his submissions at D4, demonstrated through sensitivity analysis how the DCO Scheme would remain viable even if the price that had to be paid for the Prologis / MAG land significantly exceeded the notional value included in his appraisal. Only a very small increase in rents and reduction in yields (which Mr Roberts agreed is possible) would be necessary to achieve this (see paragraphs 47 – 48 of Annex L to [REP4-033]). It is incorrect to suggest therefore that the viability of the DCO Scheme is	sensitivity analysis accompanied the appraisals, contrary to the applicable RICS Professional Standards; and the "Aldridge Land only" appraisal is an artificial construct which loads onto the Southern Land costs that would not be incurred on independent development. Those criticisms remain unanswered at Deadline 8. Mr Cottage has agreed that the likely market value is higher than £225k per acre, therefore Mr Roberts assessment of SEGRO's own appraisals shows viability to be marginal at best. (see Prologis' Deadline 5 Submission at section 6; the Second Report of Mr Peter Roberts submitted at Deadline 5; and the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission). Prologis and EMIA do not accept that the Applicant's viability evidence casts doubt on the viability of the Joint Application. Mr Cottage has made clear that he is not contending that the Joint Application scheme is not commercially viable. As matters stand at Deadline 7,		

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			marginal or, with a higher land value, unviable. Ultimately neither Mr Cottage nor Mr Roberts have provided appraisals reflecting what they consider to be the market value of the Prologis / MAG land. Given that the market value of the Prologis / MAG land is something that may well be the subject of a future dispute and is not something the ExP must make a decision on, this is perhaps unsurprising. On the same basis, it is unsurprising that Prologis is unlikely to agree that any valuation Mr Cottage produced for the Prologis / MAG land is correct or "realistic." Prologis state that the Applicant has adduced no evidence that development of the southern land would be unviable as standalone or collaborative development. This is incorrect. As is clear from the Applicant's previous submissions and Mr Cottage's analysis, there is no scheme before the examination relating only to the southern land. Further there is no material	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 market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable; 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; and Mr Cottage does not invite the ExP to conclude that the Joint Application scheme is unviable (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter Roberts submitted at Deadline 5). Prologis and EMIA do not accept the relevance of the Applicant's criticism that Mr Roberts has produced no appraisal or sensitivity analysis of his own. Viability is an essential positive plank of the Applicant's case for		

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			prospect of any such scheme being prepared, promoted and delivered within the Freeport window. Indeed, as indicated by Mr Cottage, were the Southern Land to come forward on its own as a free-standing development, it would not remotely be capable of funding delivery of the infrastructure necessary to mitigate highway impacts (the Green Package which LCC and NH say is necessary to mitigate the whole of the EMG2 Main Site), in circumstances where the Joint Application only delivered the minimal mitigation it currently proposes. Further, as no collaborative development appears capable of being achieved, its terms are unknown and cannot be fully appraised but, based on the inability of the parties to agree terms throughout the DCO process and the stated intention of Prologis / MAG to ransom the southern land, it would appear unlikely that terms could be agreed which would render the southern land viable.	compulsory acquisition, not a defence to be made out by Prologis and EMIA. It is for the Applicant to demonstrate its assertions (that the DCO Scheme is viable, that the Southern Land is not viable in isolation, and that the Joint Application is not viable) by evidence capable of being tested, and for the reasons already given it has not done so. Prologis and EMIA further do not accept that the viability of the Joint Application is a matter which bears on the viability of the DCO Scheme. The cost to the Applicant of acquiring the Prologis/MAG Land falls to be assessed by reference to what the market would pay for that land, and is unaffected by the price Prologis has paid. The relevance of the Joint Application's viability is confined to the Applicant's own case that the harm caused by frustrating the Joint Application can be discounted because that scheme would not be delivered, and that case is not made out (see the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission at paragraphs 3.7 to 3.11 and Prologis' Deadline 5 Submission at section 6).		

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35.	Viability of DCO scheme	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - ~~REP4-033~~**REP4-033** Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 ~~Doc 7.17~~)**REP5-033**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	The DCO ~~scheme~~Scheme is viable. The Applicant considers its appraisal to be realistic. Prologis states that the Applicant's appraisal has not used a realistic market value of the Prologis / MAG Land but has chosen not to disclose the price it paid for the land. In the absence of such information, Mr Cottage has undertaken a sensitivity analysis which clearly shows that the DCO Scheme would remain viable even if the price that had to be paid for the Prologis / MAG Land significantly exceeded the notional value included in his appraisal. Only a very small increase in rents and reduction in yields (which Mr Roberts agreed is possible) would be necessary to achieve this (see paragraphs 47 – 48 of Annex L to [REP4-033]). It is incorrect to suggest therefore that the viability of the DCO Scheme is marginal or, with a higher land value, unviable. Neither Mr Cottage nor Mr Roberts have provided appraisals reflecting what they consider to	Not agreed. 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 market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable. The Applicant's reliance on its Deadline 4 sensitivity analysis does not answer that difficulty as a sensitivity analysis cannot repair an appraisal which does not adopt a market-based land value. Mr Cottage's analysis assumes rising rents and improving yields while all costs remain static, and the improved profit figure of 14.98% is achieved only by removing the disposal costs he had himself included and still falls below the Applicant's own hurdle rate. Prologis and EMIA also rely on the market transactional evidence submitted at Deadline 7, which show £420,000 and £890,000 per gross acre being payable for comparable logistics sites and demonstrates that,		

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			be the market value of the Prologis / MAG Land. Given that the market of the Prologis/MAG Land is something that may well be the subject of a future dispute and is not something the EXP has to make a decision on, this is perhaps unsurprising. Prologis is unlikely to agree that any valuation Mr Cottage produced for the Prologis / MAG Land is "realistic." Mr Roberts has never provided his own viability assessment or sensitivity analysis for the DCO Scheme and only attempts to discredit Mr Cottage's evidence.	applying any of those values to the Prologis/MAG Land in the Applicant's own model, the DCO Scheme cannot achieve a profit at or above 15%. It is for the Applicant, and not for Prologis and EMIA, to demonstrate the viability of the scheme for which it seeks compulsory acquisition powers, and for the reasons already given it has not done so (see Prologis' Deadline 5 Submission at section 6; ~~and~~ the Second Report of Mr Peter Roberts submitted at Deadline 5; and the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission at sections 4 and 5).		
36.	Viability of Joint Application	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - ~~REP4-033~~**REP4-033**	The Joint Application scheme does not appear to be viable ~~although~~based on the information available to the Applicant and Mr Cottage. Had key information ~~from Prologis~~ to carry out a full appraisal been provided by Prologis when it was requested (such as the amount paid for the land and identification and confirmation of highway mitigation) ~~is~~then the	Not agreed. Prologis and EMIA maintain that the Joint Application scheme is viable. Mr Cottage does not invite the ExP to conclude that the Joint Application scheme is unviable and there is no evidence that suggests it is likely to be unviable. The Applicant's revised position at Deadline 7 – that the scheme "does not appear to be viable" on the		

		Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 ~~Doc 7.17)~~REP5-033)	assertion by Prologis / EMIA that the Joint Application scheme is viable could have been tested / verified. It is unreasonable to claim, as Prologis / EMIA do, that the lack of evidence that it is unviable means that the scheme is viable. Only Prologis/EMIA are in a position to demonstrate whether the scheme is viable, yet they have deliberately chosen not ~~available.~~to adduce any evidence to that effect. The most probable explanation is that they are themselves unable to do so: the Joint Application remains undetermined, with significant outstanding objections — most critically on highway matters, where no viable highway works package has even been identified, let alone agreed. In those circumstances, neither Prologis nor EMIA can credibly assert that the Joint Application scheme is deliverable or viable. Without knowing the cost of the mitigation required for the Joint Application Prologis and EMIA cannot themselves know that the	information available, and that the absence of information means its viability cannot be verified – is not the same as evidence of unviability, and the two positions the Applicant has advanced cannot stand together. In any event, as per item 34 the viability of the Joint Application does not bear on the viability of the DCO Scheme. As to highway matters, Prologis and EMIA do not accept that no viable highway works package has been identified: the mitigation package for the Joint Application is identified, focuses on improvements at the Finger Farm roundabout and provision for dualling on the A453. National Highways' holding objection is, by its nature, a position adopted pending further information rather than a refusal, a number of the points raised have already been addressed, and Prologis and East Midlands Airport continue to work		

			Joint Application scheme is viable~~.~~	constructively with National Highways and Leicestershire County Council to conclude the outstanding matters (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter Roberts submitted at Deadline 5; Prologis' Deadline 6 Submission at section 8; Prologis' Responses to ExQ2 at 19.0.12 and 19.0.18; and the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission at section 3~~ (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter Roberts submitted at Deadline 5~~).		
37.	Viability of Southern Land	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - ~~REP4-033~~**REP4-033**	The southern land is not viable as a phase 2 to the Joint Application. As is clear from the Applicant's previous submissions and Mr Cottage's analysis, there is no scheme before the examination relating only to the southern land and further there is no material prospect of any such scheme being prepared, promoted and delivered within the Freeport	Not agreed. Notwithstanding that SEGRO have conceded that development of the Southern Land "might technically be viable", 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. The		

		Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 ~~Doc 7.17)~~**REP5-033**)	window. If the southern land were to come forward on its own as a free-standing development, it would not be remotely capable of funding delivery of the infrastructure necessary to mitigate highway impacts (the Green Package which LCC and NH say is necessary to mitigate the whole of the EMG2 Main Site) or to provide the necessary infrastructure to provide power to the southern land, in circumstances where the Joint Application only delivered the minimal mitigation it currently proposes. Neither Prologis nor Mr Roberts dispute the challenges to delivery of the southern land raised by Mr Cottage at paragraphs 50-57 of Annex L to [REP4-033]).	Applicant's amended position, that the Southern Land is not viable "as a phase 2 to the Joint Application", is not made out. The land forms part of the draft Local Plan allocation and lies within the East Midlands Freeport, and the policy position is strongly supportive of employment development in this location. The appraisal relied upon at paragraphs 50 to 57 of Annex L to [REP4-033] is, as Mr Cottage has confirmed and as the Applicant accepted at Deadline 6, an appraisal of the DCO Scheme without compulsory purchase powers rather than an assessment of independent development of the Southern Land; it loads onto that land the £10.5 million cost of promoting a DCO and the cost of the spine road through the Prologis/MAG Land which Prologis would deliver in any event as part of the Joint Application. Once those unnecessary costs are removed, the Southern Land is plainly capable of viable		

				independent development. The claim that it is not viable is also based on an assumed land value of £225k per acre, instead of a residualised land value which is still more than the existing use value, even based on SEGRO's own assumptions. Prologis and Mr Roberts do dispute the matters raised by Mr Cottage in those paragraphs, and have done so in terms. As to access and servicing, the Joint Application includes a Principal Highway Access Corridor and a southern roundabout designed to serve the land to the south, and the site levels have been designed to accommodate a tie-in with Hyam's Lane (see Prologis' Written Representation dated 7 April 2026 at sections 5 and 6; Prologis' Relevant Representation at section 10; Prologis' Deadline 4 Submission at section 7 and the responses to Action Points 35 and 49;~~ (see~~ Prologis' Deadline 5 Submission at section 6; and the Third~~Second~~ Report of Mr Peter Roberts at		

				Appendix 1 to Prologis' Deadline 7 Submission at section 2~~submitted at Deadline 5~~).		
38.	Areas of agreement /disagreement	Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	Respective experts have been asked by ExP to prepare a document identifying the issues between them and so this SoCG defers to that document in respect of specific valuation issues The Prologis/EMIA version of events is not accurate. Mr Cottage produced an initial Excel Spreadsheet and sent it to Mr Roberts for review on 28 May 2026. On 2 June 2026, Mr Roberts sent Mr Cottage a different Excel spreadsheet. Mr Cottage checked that the spreadsheet worked, which it did, other than for slightly overcalculating interest costs (reducing viability as a result), and confirmed he was happy to adopt Mr Robert's spreadsheet. Mr Cottage returned the spreadsheet to Mr Roberts on 12 June 2026 with his comments and some alterations to the "User Instruction" tab, including noting that the spreadsheet over calculates interest. On the 14th June Mr Roberts returned the spreadsheet to Mr	Prologis and EMIA agree that the respective valuation experts have been asked by the ExP to identify the issues between them, and that this SoCG defers to that document in respect of specific valuation issues. Action Point 35 dated 12 May 2026 required the Applicants, Prologis and EMIA to prepare an Excel spreadsheet retaining formulas and identifying areas of agreement and disagreement. It was necessary for Prologis' valuer to take the lead on this action and, having received the Argus files from Mr Cottage for SEGRO, Mr Roberts replicated those appraisals on behalf of Prologis and EMIA and invited Mr Cottage to make comments. It was necessary to prepare two spreadsheets as Mr Cottage's Evidence Document		D4 16 June 2026

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			Cottage with some alterations and on the 15th June, Mr Cottage sent back what he believed to be the final version with a few further minor issues. Mr Roberts acknowledged receipt and Mr Cottage heard nothing more from him on the matter. However, the version that Prologis submitted to the ExP at Deadline 4 is not the version seen by Mr Cottage, but a different version with some additional comments from Mr Roberts and the reference to the over calculation of interest in the "User Instruction" tab removed. Mr Roberts did not send his spreadsheet for the land to the south of Hyams Lane to Mr Cottage until 18.22 on Sunday 14 June 2026. Bearing in mind that Mr Cottage was also preparing a submission for Deadline 4, this did not give him sufficient time to properly review the spreadsheet and engage with Mr Robert's on it before Deadline 4 (16 June 2026). Moreover, while Prologis (and Mr Roberts) continue to say that the second appraisal in Document DCO 4.5 relates to the land south of Hyams Lane, as Mr Cottage has made very clear, it is an appraisal of the DCO Scheme assuming no compulsory purchase powers over	DCO 4.3 provides a full DCO scheme appraisal and a separate appraisal relating to the land south of Hyams Lane assuming that the Prologis/MAG land is delivered separately. Prologis and EMIA understood that this was because SEGRO considered that the viability of that scenario is of relevance to the decision by the ExP. Mr Roberts therefore prepared a separate Excel appraisal replicating Mr Cottage's Argus appraisal but Mr Cottage declined to make any comments therein. SEGRO's Deadline 6 account of the exchange of spreadsheets is not accepted. Mr Roberts' account is set out in his Second Report (Deadline 5) at paragraph 8.12 and 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. Paragraphs 50 to 57 of Annex L to [REP4-033] do		

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			the Prologis Land, which is a different thing. Not least because Mr Cottage's appraisal assumed completion of the DCO Highways Works, while Mr Roberts argues that this would not be necessary if the land south of Hyam's lane were to be brought forward separately. Until the basis of an appraisal can be agreed between the valuers, submitting an Excel Spreadsheet reflecting the agreed basis is clearly not possible and also potentially misleading. It is further incorrect of Prologis / EMIA to say that 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. Mr Cottage clearly sets out the position on the Aldridge land at paragraphs 50 – 57 of Annex L to [REP4-033]).	not remedy that position: as Mr Cottage has himself made clear, and as the Applicant confirmed at Deadline 6, that material addresses the viability of the DCO Scheme in the event that the DCO were consented without compulsory purchase powers over the Prologis/MAG Land, and not whether the Aldridge Land is capable of independent development (see Prologis' Deadline 5 Submission at section 6 and the Third Report of Mr Peter Roberts at Appendix 1 to Prologis' Deadline 7 Submission at section 2).		
Other matters in dispute						
39.	Vires / Section 35 Direction correspondence	Environmental Statement Appendix B Section 35 Direction [APP-068]; draft DCO	The Applicant has responded to this issue and rejects the contention that there is any legal difficulty for the reasons set out in the Post Hearing Submission	Prologis and EMIA's position is that the DCO scheme as applied for is not consistent with the Section 35 Direction and the Secretary of State has		

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		submitted at Deadline 5 Applicant's responses to Deadline 2 & 3 submissions ~~REP4-033~~**REP4-033** Applicant's Post Hearing Submissions REP4-034 Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	and the Applicant's responses to Deadline 2 and 3 submissions~~.~~ as summarised in the Summary and signposting document.	no power to grant the DCO as applied for, or to vary the Direction as part of the determination of the application. This includes the proper construction of the Direction (in particular the meaning of "substantial", "campus" and "co-located head office functions"), the divergence of SEGRO's masterplan from the project described in the Direction, and the inadequacy of the proposed requirement and Article 5, which do not and cannot cure that inconsistency (see Prologis' Written Representation dated 7 April 2026 at paragraphs 3.1–3.17; Prologis' Deadline 2 Submission at section 2 (paragraphs 2.1–2.38, including paragraphs 2.21–2.33); Prologis' Deadline 4 Submission at section 3 (including paragraphs 3.7–3.28 and 3.34–3.35) and Appendix 5; and Prologis' Responses to ExQ2 at response 1.0.5).		
42.	Legal basis of determination	Draft DCO submitted at Deadline 5;	The Applicant has responded to this issue in the Applicant's Post CAH2 Hearing Submissions and	Prologis and EMIA contend that the different elements of the project (the business and		

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	(section 104 / section 105 split)	Statement of Reasons (REP1-025D) Applicant's Post Hearing Submissions REP4-034 Applicants Note on Disaggregation submitted at Deadline 5 (Doc 7.18) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	subsequent correspondence from which it is clear that there is no requirement to assess the different elements of the single project discretely.	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 [2021] EWHC 2697 (Admin). The highway works are promoted as mitigation for the commercial development and are not independent NSIPs; their justification depends on the fate of the principal commercial element (see Prologis' Written Representation dated 7 April 2026 at paragraphs 3.10–3.15 and Prologis' Deadline 2 Submission at AP8 (Legal basis of determination)).		
43.	Adequacy of the Environmental Statement	Environmental Statement [APP-067 and updated chapters] Applicant's Post Hearing Submissions ~~REP4-034~~**REP4-033** Appendix 1 Applicant's Summary and Signposting	The Applicant does not accept the contention that the ES is deficient in failing to address the socio-economic and land-use consequences on the Joint Application for the reasons set out in the Applicant's CAH2 Post Hearing Submissions at Appendix 1. Further representations have been made in subsequent correspondence with the ExP~~.~~ and are summarised in the	Prologis and EMIA contend that the Environmental Statement is legally inadequate in that it fails to assess the adverse socio-economic and land-use consequences of frustrating the Joint Application (the "delivery" and "non-delivery" scenarios), and that this deficiency cannot be remedied without a targeted		

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		Document submitted at Deadline 7 (**DCO 7.28**)	Summary and Signposting document submitted at Deadline 7 (**DCO 7.28**).	supplement to the ES (see Prologis' Deadline 2 Submission at paragraph 5.2(b); and Prologis' Deadline 4 Submission at section 5 and the responses to Action Points 31–33).		
44.	Reasonable alternatives (specific scenarios)	Statement of Reasons; Pre-application Land and Rights Negotiations Tracker [APP-022D] Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 ~~Doc 7.17)~~**REP5-033**) Applicant's Summary and Signposting Document submitted at Deadline 7 (**DCO 7.28**)	The Applicant has been considering and discussing a variety of alternatives with first MAG and more recently, Prologis for many years in a genuine effort to avoid compulsory purchase powers. The most up to date and accurate chronology of the discussions with Prologis is in the Applicant's response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5. The CA guidance requires reasonable alternatives to be explored. None of the alternatives proposed to MAG in the period of negotiation proved acceptable to MAG and, to date none of the alternatives put forward by Prologis have proved to be realistic alternatives which, even if they were workable (unlikely given nature of negotiations) would have adverse impacts on viability of the southern land and involve	Prologis and EMIA have identified and put to SEGRO a series of reasonable alternatives to compulsory acquisition, including (a) exclusion of CA powers over the Prologis/MAG Land to allow delivery under the Joint Application; (b) provision of no more than access across the Prologis/MAG Land to enable the Southern Land to come forward; (c) the grant of the DCO without CA powers, with Prologis delivering the DCO development on its own land in reliance on section 156 PA 2008; (d) targeted amendments substituting the Joint Application parameters; and (e) a joint venture arrangement. SEGRO has not genuinely explored these in a structured or good-faith way (see Prologis' Written Representation dated 7 April		

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			substantial delay. The position is summarised in the Summary and Signposting document submitted at Deadline 7 (**DCO 7.28**).	2026 at paragraph 6.2 and section 10 (paragraphs 10.5–10.7) of the PRR; and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25). SEGRO's answer confines itself to assertion. The paragraph 8 duty requires alternatives to have been explored before the application was made; each of the five alternatives was proposed by Prologis rather than SEGRO; and SEGRO's contention that co-operation based alternatives are unrealistic sits in tension with its case that it remains in genuine continuing negotiation directed at precisely such agreement (see Prologis' Deadline 5 Submission at section 4).		
45.	Highways – pink package, Moto MSA and National Highways	Agreed Joint Position Statement relating to SRN Mitigation Scheme [REP1-060D]		Prologis and EMIA do not accept that access from the Finger Farm roundabout to an employment development through the Moto Donington Park Motorway Service Area would be permitted under paragraph 6 of Circular 01/2022, such that the access relied upon by the Applicant		

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				cannot be achieved even on its own terms (see Prologis' Deadline 4 Submission at paragraph 7.4 and the response to Action Point 49; and Prologis' Responses to ExQ2 in relation to highways).		

SIGNATURES:

On behalf of the DCO Applicant:

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Signature

………………………………………………
Name

On behalf of EMIA:

………………………………………………
Signature

………………………………………………
Name

On behalf of Prologis:

………………………………………………
Signature

………………………………………………
Name

APPENDIX 1

[Ownership plan]