East Midlands Gateway
Phase 2 (EMG2)

Document DCO 7.27 / MCO 7.27

Applicants' Response to Deadline 6 and 6a Submissions

SEPTEMBER 2026

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

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

APPLICANTS' RESPONSE TO DEADLINE 6 AND 6A SUBMISSIONS

(DOCUMENT DCO 7.27 / MCO 7.27)

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CONTENTS

1 Introduction

1.1 This document relates to the applications for a second phase of development at East Midlands Gateway Logistics Park (EMG1), being an application for a Development Consent Order (DCO) made by SEGRO Properties Limited (DCO Applicant) and an application for a Material Change Order (MCO) made by SEGRO (EMG) Limited (MCO Applicant). The DCO Applicant and the MCO Applicant are together the "Applicants".

1.2 This document has been prepared by the Applicants to set out their response to the submissions made by interested parties submitted to the Examining Panel (ExP) at Deadline 6 and 6a. This document is submitted at Deadline 7 of the Examination.

2 Applicants' Response

2.1 The Applicants' response to Deadline 6 submissions is set out in the following appendices:

Interested Party	Appendix
Local and Highway Authorities	
Leicestershire County Council (LCC)	1
North West Leicestershire District Council (NWLDC)	2
Parish Councils	
Kegworth Parish Council	3
Landowners and persons with an interest in land	
Prologis UK Limited and Prologis UK 121 Limited (Prologis)	4
East Midlands International Airport Limited and East Midlands Airport Property Investments (Industrial) Limited (EMA)	5
Local interest groups, members of the community and other interested parties	
Protect Diseworth	6
John Raymond Sutton (Mr Sutton)	7

2.2 The Applicants' response to Deadline 6a submissions is set out in the following appendices:

Interested Party	Appendix
Local and Highway Authorities	
Leicestershire County Council (LCC)	8
Landowners and persons with an interest in land	
Prologis UK Limited and Prologis UK 121 Limited (Prologis)	9
East Midlands International Airport Limited and East Midlands Airport Property Investments (Industrial) Limited (EMA)	10

2.3 Where a response refers to an annexure, this can be found at the end of this document. Annexures are numbered using letters (A, B, C, etc.).

2.4 Further, in the interests of efficiency, it should be noted that:

(a) the Applicants have not sought to respond to every point made by every interested party at Deadlines 6 and 6a. Some of the points repeat earlier points or do not require a response;

(b) where the same or similar points are raised in multiple instances, the Applicants do not repeat the same response; and

(c) where the same point has been made in previous submissions, the Applicants refer to their previous responses, rather than repeating them again in this document.

APPENDIX 1

RESPONSE TO SUBMISSIONS MADE BY LCC AT DEADLINE 6

Submissions received at Deadline 6 [REP6-089]		
No.	**Matter**	**Applicants' Response**
1	**ExP Third Written Set of Questions: Q2.0.1 Mezzanines/ internal floorspace [PD-028]** Note: Please also see the relevant ExP's proposed change to these requirements. The ExP notes the response to AP 66 in the applicants' 'Applicants' Response to Deadline 4 Submissions' [REP5-033] in relation to NWLDC that "following further engagement with [NH], it is anticipated that the requirement may not be required." a) Should this be the situation, then the applicants', NH and LCC should set out clearly and fully why this would be the case. b) In any event, should the ExP's proposed change to this requirement be imposed to ensure that no additional internal floorspace is provided, as the provision of internal floorspace would not represent 'development' and without this, it is possible that the effects which have not been assessed could occur? **LCC's response is set out in full at [REP6-089]. In summary, and so far as relevant, LCC states:** "LCC understands that the Applicant has produced a note assessing the impacts of the full quantum of mezzanine applied for (200,000sqm) on the Strategic Road Network and that this note has been issued to National Highways for their consideration in advance of submission into the Examination at deadline 6.	The Applicants refer to their response to ExQ3 Q2.0.1 submitted at Deadline 6 [**REP6-043**].

	Subject to National Highways confirmation that this is acceptable, a requirement would not be necessary. However, it remains the case that assessment of the impacts of the full quantum of mezzanine applied for [REP1-058] identifies the need for mitigation on the Local Road Network (LRN) through the villages of Kegworth and Castle Donington. Despite LCC submitting various responses to the Applicant team at their request, the Applicant team remains adamant that the only mitigation proposed is the amendment to wording on one direction sign on the approach to the village of Castle Donington. LCC do not consider that this proposed mitigation is satisfactory and have suggested a number of ways forward including scheme proposals, and the inclusion of a requirement within the DCO for a "monitor and manage strategy" i.e. schemes of mitigation will only be implemented if predicted flows through villages materialise. The Applicant team has to date dismissed these suggestions and this unfortunately remains a matter of disagreement. If the ExP's proposed amendment to requirement 27 is made, this would not address LCC concerns in their entirety. The unmitigated impacts on the LRN as a result of development impact and re-routeing of traffic as a direct consequence of the proposed SRN mitigation would remain, albeit to a lesser extent."	
2	**Q4.0.1 PRTM 2023** LCC await information from the Applicant team in the form of a Technical Note that identifies whether the transport modelling of the full quantum of development applied for (as outlined above) has any implications for the conclusions reached within the Population and Human Health chapter of the Environmental Statement [REP4-030]. LCC has met with the Applicant team on this matter and is hopeful this information will be forthcoming at Deadline 6. It is anticipated that this information will also address concerns raised by other Interested Parties.	The Applicants provided the information referred to at Deadlines 6 and 6a in documents [**REP6-045D**] and [**REP6A-002D**] respectively.

3	**Q17.0.1 Updated modelling and SoCG matters and Q17.0.2 PRTM 2023 modelling** The information as described by the ExP is exactly the information also requested by LCC. It is understood that the Applicant team is preparing this information for submission at Deadline 6 and it is hoped this will address LCC outstanding concerns. As above, LCC awaits submission of a Technical Note that identifies whether the transport modelling of the full quantum of development applied for (as outlined above) has any implications for the conclusions reached within the Population and Human Health chapter of the Environmental Statement [REP4-030]. LCC has met with the Applicant team on this matter and is hopeful this information will be forthcoming at Deadline 6.	The Applicants provided the information referred to at Deadlines 6 and 6a in documents [**REP6-045D**] and [**REP6A-002D**] respectively.
4	**ExP Third Written Set of Questions: Q19.0.1 and Q19.0.2 Co-located office functions and Advanced manufacturing [PD-028]** **LCC issued the same response to both questions as follows:** "LCC fully understands the position of the ExP on this matter. LCC await the Applicant's explanation before commenting further. However, it is important to note that the assessment of transport impacts on the LRN undertaken to date does not account for co-located office use nor advanced manufacturing use, and further assessment by the Applicant will be required for LCC to understand the impacts and any associated mitigation. LCC would like to understand if the Applicant is willing to carry out this assessment during the Examination."	The reference by LCC to the assessment of transport impacts on the LRN undertaken not accounting for advanced manufacturing use is curious and conflicts with LCC's clear position in the LCC Highway SoCG submitted at Deadline 7 (DCO 8.4B in particular paras 4.1, 4.4a and 4.4b). LCC have agreed the trip rates for the development explicitly including advanced manufacturing. There has been no suggestion from either of the highway authorities that advanced manufacturing should be treated differently from any other manufacturing – it is all within use class B2 and covered by the same TRICS rate presented in Table 12 of the Transport Assessment (TA) [**REP6-023**]. The trip rates from the development have been agreed accordingly as reflected in the SoCG agreed with NH and LCC. With regard to the co-located office function, the Applicants refer to its response to Appendix 8, Item 3.8-3.19 of the Deadline 4 response [**REP5-033**]**.** It confirms that any co-located office functions would be ancillary to the predominant B2 or B8 industrial use. This is the same position as at EMG1, where there are co-located offices including head office related functions and as set out in Table 15 of the TA [**REP6-023**] the observed EMG1 trip rates (inclusive of such co-located office functions and mezzanine

		floors) are considerably lower than the trip rates that have been adopted for EMG2.
LCC responses to Deadline 5 submissions [REP5-009D]		
5	DCO 6.13 Chapter 13 - Flood Risk and Drainage (Tracked) (Revision 3) Other than track changes to page numbers, LCC cannot identify any other changes within this document	The changes are tracked in DCO 6.13 Chapter 13 Flood Risk and Drainage [REP6-034]. The changes are relatively minor, have been made in paragraphs 13.5.123, 13.5.124, and 13.6.40 and relate to updates made to the wording around the provision of penstocks in the drainage basins, as requested by the Environment Agency.
6	MCO 7.10 MCO Note: LCC accepts the conclusion that the mitigation proposals at the existing EMG1 access are required as a consequence of the DCO application.	The Applicants note LCC's acceptance of this matter.
7	**DCO 3.1 Draft Development Consent Order (dDCO) (Revision 4)** Requirements LCC consider to be missing from the DCO: • Public Rights of Way – LCC raised concerns with the Applicant about the absence of a requirement for the implementation of works to Public Rights of Way. The Applicant is reliant on Schedule 5 of the DCO. LCC in its capacity as Local Highway Authority consider the commitment should be explicit in the Order and not implicit. This remains a matter of disagreement between LCC and the Applicant • Construction Traffic Management Plan (CTMP) - LCC raised concerns with the Applicant about the absence of a requirement to implement the CTMP. The Applicant had previously advised that they were considering amendments to Requirement 11 to address this matter. However, this is yet to be addressed. • HGV Route Management - LCC raised concerns with the Applicant about the absence of a requirement to control HGV routeing to and from the site. The Applicant had previously advised that they were	Public Rights of Way – The Applicants would direct LCC to review Article 12 of the dDCO [REP6-008D]. Article 12(2) prohibits any existing right of way being stopped up in whole or in part until the permanent substitute right of way has been provided to LCC's satisfaction. Article 12(4) requires the DCO Applicant to provide the new public right of way by the stage specified in column 4 of Part 2 of Schedule 5. Article 12 explicitly secures the commitment. Construction Traffic Management Plan (CTMP) – The Applicants would direct LCC to Requirement 11(3)(e) [REP6-008D] which expressly identified the CTMP to address this concern. HGV Route Management – LCC is directed to sections 3, 4 and 5 of the CTMP (appendix 3 to the CEMP [REP6-020D]) which identify the principles and the main routes to be used, with details to be agreed in later pCEMPs. Requirement 11 of the dDCO [REP6-008D] requires the submission and approval of a pCEMP before each phase of the development commences. Requirement (3)(e) expressly secures the provision of a more detailed CTMP.

	considering inclusion of such a requirement. However, this is yet to be addressed.	
8	**Requirement 4 - Sustainable transport** – LCC raised concerns with the Applicant that this requirement as drafted is overly complicated and would cause issues for monitoring and enforcement. LCC have requested that the Applicant separates out this requirement and includes separate requirements that cover sustainable transport/public transport provision and Travel Plans. However, this is yet to be addressed. LCC has also requested an explanation from the Applicant team in respect of the necessary financial obligations (travel plan fund, bus fund, LCC staff costs for attendance at sustainable transport working group meetings), the method of securing, and compliance with legislation. LCC awaits a response.	The Applicants exchanged correspondence with LCC on 13 August 2026 and LCC confirmed that matters in respect of sustainable transport were now agreed. As such the Applicants understand this concern has been resolved.
9	**Requirement 31 - Safeguarded land** – Whilst LCC welcomes the inclusion of Requirement no. 31 to safeguard land along the EMG2 main site frontage with the A453 for future dualling. However, as raised by LCC at Deadline 2 [REP2-046] and Deadline 4 [REP4-060D] the submitted plan [REP1-024D] does not go far enough in securing land across the entire site frontage.	The Applicants exchanged correspondence with LCC on 13 August 2026 confirming that the requirement for the safeguarding of the A453 frontage does not meet the necessary tests and, as such, it has been deleted from the dDCO submitted at Deadline 6 (see [**REP6-044**] and [**REP6-008D**]).
10	**Article 13 – Accesses** - LCC understands that the Applicant is considering whether temporary construction access will be required to the LRN. LCC are yet to receive confirmation from the Applicant and therefore reserves the right to respond to this matter in detail once this information has been received.	Access into the EMG2 main site for construction is proposed by means of improving the existing field access at the A453 / Beverley Road roundabout as shown at Appendix 2 of the CEMP [**REP6-020D**]. The works to improve this access, and any other temporary access (such as those that may be needed from the LRN to facilitate the highway works) require the consent of LCC in accordance with Article 13(1) of the DCO [**REP6-008D**] and this consent would be applied for post granting of the DCO once the specific details of each access are known.
11	**Article 19 – Discharge of water** -LCC is not aware of any proposed surface water discharge to combined systems. LCC awaits confirmation from the Applicant.	There are no proposals to discharge surface water into combined systems. Should circumstances arise during the course of construction which necessitate such measures, Article 19 ensures the prior consent of the person to whom it belongs is required.
12	**Consultee in requirements** - LCC in its statutory capacity as Local Highway Authority would expect to be named as a consultee in all requirements relating to highways and transport. LCC have requested that the Applicant revisit the	The dDCO submitted at Deadline 6 [**REP6-008D**] identifies LCC as a consultee in all highways and transport requirements relevant

	wording of requirements on this basis. However, this does not appear to have been addressed.	to its function as the local highway authority. This position is maintained in the dDCO submitted at Deadline 7.
13	**Miscellaneous controls** - Schedule 14 – Paragraph 2 LCC does not agree with the disapplication of Section 141 of the Highways Act 1980. LCC may require this power to implement works for the dualling of the A453. Schedule 14 – Paragraph 3 LCC does not agree with the disapplication of Section 56(1) and 1(A) of the New Roads and Street Works Act 1991 to remove requirements for road space booking approvals. LCC has a role to co-ordinate access to the Local Road Network. Removal of this power would result in a loss of co-ordination, and potential for clashes where other developers/statutory undertakers/LCC have legitimately and in good faith followed an established legal process to secure road space booking. In addition, this process is in place to ensure that road works on this sensitive part of the highway network do not clash with significant events at the Donington Park Race Circuit, and peak operational times for passenger and freight movements associated with East Midlands Airport. Furthermore, the road space booking process also takes account of scenarios where the A453 may act as a diversion route for works on other parts of both the Local and Strategic Road Networks. Loss of control of co-ordination could lead to significant network co-ordination issues with fundamental highway safety concerns. *Schedule 14 – Paragraph 3 LCC does not agree with the disapplication of Section 58(1) of the New Roads and Street Works Act 1991 to restrict works in 12 months following substantial completion of works. This could fetter delivery of works brought forward by LCC or third parties (including statutory undertakers) including works necessary for the safe operation of the public highway. This is also the case for Section 73A(1).* Schedule 14 – Paragraph 3 LCC does not agree with the disapplication of section 74 and 74A of the New Roads and Street Works Act 1991. Charges will be made for LCC Officer time to cover the cost of road space booking process and procedures in line with those charges incurred by all developers/statutory undertakers/LCC for the same service.	The Applicants exchanged correspondence with LCC on 13 August 2026 and understand all matters are agreed, save for the LCC text shown italicised. The Applicants' position is that it is common for the provision to be excluded by DCOs because it is recognised that it is not appropriate for the completion of highway works for nationally significant projects pursuant to a DCO to be delayed by the local highway authority through this mechanism i.e. the DCO highway works should be given priority. Requirement 5 of dDCO provides that the highway works will be carried out before occupation of any part of the development. They will also be carried out in accordance with the NH and LCC protective provisions which includes the submission and approval by LCC of the programme for the works. LCC will therefore have good advance notice of the carrying out of any works which will all be at an early stage of the build programme. The risk that the DCO works could fetter the delivery of works by LCC or others by the disapplication of section 58(1) is extremely low.

14	**Rule 6 Letter R6D19: Signage** – LCC awaits confirmation from the Applicant of what existing signage on the Local Road Network is proposed to be amended.	The details of the signage proposed on the local road network in relation to the issue raised at point R6D19 of the Rule 6 letter [**PD-010**], that being in relation to impacts in Castle Donington, is found in the Applicant's report on Kegworth and Castle Donington [**REP6-045D**].

APPENDIX 2

RESPONSE TO SUBMISSIONS MADE BY NWLDC AT DEADLINE 6

Submissions received at Deadline 6 [REP6-088]		
No.	**Matter**	**Applicants' Response**
1	**ExP Third Written Set of Questions: Q15.0.4 Policy Ec2(2)** Furthermore, can the parties also consider Policy Ec2(2)(c) and the extent to which the proposed development would affect the amenities of any nearby residential properties (such as those within Diseworth) or the wider environment and the implications in terms of policy compliance. [PD-028] **NWLDC's response is set out in full at [REP6-088]. In summary, and so far as relevant, NWLDC states:** "With regards to noise and air quality impacts, to both residential receptors and the environment in general, these are considered to be largely addressed, with mitigation being secured by the Requirements. A definitive conclusion cannot be provided by NWLDC officers until the applicants have addressed matters with LCC in respect of the Pan Regional Transport Modelling ('PRTM') 2023, and its associated mitigation, which may impact on the current conclusions of the noise and air quality assessments within the ES. Even if the noise and air quality impacts are suitably addressed, the proposed development would result in major adverse landscape effects on the EMG2 main site and its immediate context during the construction stage and on completion, with such landscape effects sonly reducing to moderate / major adverse by year 15. The visual effects would also be major or moderate adverse to several receptors, with such visual effects persisting even by year 15. The assessment in these respects (particularly in year 15) would also be highly dependent upon	In respect of Policy Ec2(2) of the adopted Local Plan, the North West Leicestershire Planning Policy SoCG (DCO8.3B) and [REP6-052] as updated at Deadline 7 sets out the Applicants' position on this matter as requested within the Examining Panel's Third Written Questions. In respect of the extent to which the proposed development would affect the amenities of any nearby residential properties or the wider environment and the implications in terms of policy compliance, these remain as set out within the submitted Planning Statement [REP4-016]. The Applicants consider that, having regard to the conclusions of the Environmental Statement, that the DCO Scheme would not result in significant impacts on amenities of any nearby residential properties and thereby complies with Ec2(2)(c).

	the effectiveness of the proposed landscape mitigation in screening the development. The Built Heritage SoCG also identifies less than substantial harm to the setting of heritage assets. Given the landscape and built heritage impacts, NWLDC officers consider that it cannot be concluded that the proposed development would not be detriment to the environment and therefore would be in conflict with criterion (c) of Policy Ec2(2) of the adopted Local Plan. This conflict with Policy Ec2(2)(c) should be assessed in conjunction with Policy S3 of the adopted Local Plan (and in particular criterion (i)) given that the application site is in the countryside and the support for employment development under Policy S3 only applies if compliance with Policy Ec2(2) is demonstrated: criterion (i) requires the character and appearance of the landscape to be safeguarded and enhanced. Based on the conclusions above, it is difficult to support an assertion that the landscape is 'safeguarded and enhanced.' NWLDC considers that it would be for the ExP to account for the demonstrated conflict with Policy Ec2(2) and in turn Policy S3 and other policies of the adopted Local Plan in their overall recommendation to the Secretary of State for Transport."	

APPENDIX 3

RESPONSE TO SUBMISSIONS MADE BY KEGWORTH PARISH COUNCIL AT DEADLINE 6

Submissions received at Deadline 4 [REP6-090]		
No.	**Matter**	**Applicants' Response**
1	**KPC's response is set out in full at [REP6-090]. In summary, and so far as relevant, PD states:** Part 1 Case of Need. … **4 The e-commerce correction: why the extrapolation is unsafe (new evidence)** 4.1 At Deadline 4 the Council argued, as a matter of principle, that a projection which simply extends recent big-box take-up forward from a much larger base is liable to overstate future demand, because the exceptional pandemic-era surge in e-commerce and the historically low interest rates that funded speculative development are not repeatable drivers (D4 §3.2). The Applicant did not respond to that point. The Council now supplements it with evidence that the exceptional driver has, in fact, already normalised. 4.2 Online sales as a share of Great Britain retail sales stood at around a fifth in 2019, spiked to a record high of roughly 37% during the February 2021 lockdown, and have generally declined since that peak, settling above pre-pandemic levels but well below the 2021 high.[1] Official statistics for the period to the end of 2025 confirm that online retail volumes have remained clearly below their 2021 peak, and that total retail volumes have not	As set out in the Applicants' response to D6 ExQ3 Q15.0.2 [REP6-043], its expert consultant advising on future demand, Savills, has reservations regarding the gross completions methodology adopted by Iceni in the *Leicester and Leicestershire: Strategic Distribution Floorspace Needs Update and Apportionment Study* (the Iceni Study). These reservations are not repeated here. Savills consider the market-facing **Savills Suppressed Demand methodology** to be a more appropriate approach to assessing future demand. The methodology is fully aligned with Paragraph 32 of the legacy 2024 National Planning Policy Framework (NPPF) and the recently published 2025 NPPF. Indeed Policy E2 of the 2025 NPPF further underscores and strengthens the need for a market signals based approach when considering business need. Where proposals are required to demonstrate the existence of unmet need, Policy E2 in the 2025 NPPF states that consideration should be given to <u>market signals indicating undersupply</u>. This includes the

[1] House of Commons Library, Retail sector in the UK (research briefing SN06186, updated 2025): internet sales reached around 20% of Great Britain retail sales in 2019, rose to a record high of 37% in February 2021, and have generally fallen since, though remaining above pre-pandemic levels.

	recovered to their 2019 level.[2] In short, the single most important demand driver behind the recent surge in logistics take-up has partially unwound and plateaued. 4.3 The relevance to this Examination is direct. A methodology that extrapolates absorption rates achieved during, and shortly after, an unrepeatable e-commerce spike is likely to carry that spike forward into a twenty-plus-year forecast as if it were the new normal. That is the mechanism by which straight-line projection from a high base overstates need. It is also precisely what the Examining Authority's Q15.0.2 invites the Applicant to address. The Parish Council maintains its Deadline 4 request (D4 §3.3): that the Applicant be required to demonstrate, by reference to a factorised assessment tied to GDP, demographic and sectoral employment forecasts, that the headline requirement – and the portion of it apportioned to the M1/A50 corridor in which EMP90 sits – remains robust once the post-pandemic correction is taken into account.	availability of existing land and buildings, and the changing needs of different sectors. The Savills Suppressed Demand methodology, which was adopted in the Savills 2025 EMG2 Industrial and Logistics Needs Assessment (the Savills 2025 Assessment), represents to our knowledge the only genuinely market signals based methodology which has been tested across the planning system. Pertinently it has been used to support the need case for numerous public inquiries over the last 3 years, including: • Stratford-on-Avon (Ref: 6002929): Savills' analysis supported the appeal for an I&L scheme, which was allowed in July 2026. The Inspector gave very substantial weight to the significant economic benefits of the proposal and its role in meeting identified employment land need, recognising the substantial and immediate need for I&L land in South Warwickshire. • Thurrock (Ref: 6003807): Savills' analysis supported the appeal for an I&L scheme, which was allowed in July 2026. The Inspector accepted that the extent of unmet need was greater than identified in the Council's evidence and more closely aligned with the findings of the Savills Suppressed Demand analysis. • Thrapston, North Northamptonshire (Ref: APP/M2840/W/25/3362393): The Savills

[2] Office for National Statistics, Retail sales, Great Britain: December 2025 (released 23 January 2026): non-store (online) retail volumes remained clearly below their 2021 peak, and overall retail sales volumes remained below their 2019 pre-pandemic level.

		assessment supported the planning application and subsequent appeal for an I&L scheme, which was allowed in October 2025. The Inspector's decision highlighted the significant unmet logistics need along the A14 corridor that the proposed development would help to address. • Theale, Berkshire (Ref: APP/W0340/W/25/3360702): The Savills assessment supported the planning application and subsequent appeal for an I&L scheme, which was allowed in July 2025. The Inspector's decision highlighted the planning benefits of reducing the significant shortfall in I&L land. Notwithstanding our reservations regarding the Iceni Study, the methodological differences between the Savills 2025 Assessment and the Iceni Study do not materially affect the overall conclusions in this case in relation to EMG2. The Iceni Study identifies a substantial requirement for strategic warehousing within North West Leicestershire (NWL), with its estimate broadly consistent with the lower end of the range identified in the Savills Assessment. **<u>Ecommerce Modelling</u>** In relation to the role of e-commerce in future I&L demand modelling, the Savills approach explicitly incorporates an e-commerce uplift, recognising that e-commerce remains an important structural driver of demand for I&L floorspace. There is no evidence to suggest that this structural driver of demand is abating. For example, the National Infrastructure Commission

		has forecast that online retailing could account for up to 65% of total retail spending by 2050[i]. Importantly this report was prepared before the pandemic and so it is notable that this assertion was not influenced by it. As set out in Appendix 2 of the Savills 2025 Assessment, Savills considers online retail forecasts published by Statista. Importantly, Savills excludes the Covid years (2020–2022) from its forward projection, recognising that these represented an exceptional period of accelerated online retail growth. Instead, the uplift is based on the difference between the pre-Covid (2015–2019) and post-Covid (2023–2029) trends. Importantly, **the uplift is not based on online retail penetration rates, but on absolute online retail sales**. This distinction is material. While online retail penetration may have fallen from its Covid peak, albeit remaining elevated as noted by KPC, an approach based on absolute online retail sales captures both changes in consumer behaviour and continued growth in population and housing stock. The approach adopted by Savills therefore provides a robust means of accounting for the underlying growth in e-commerce demand, which is expected to continue over the forecast period. Indeed, Table 12.3 (Appendix 2) of the Savills 2025 Assessment illustrates that during the period between 2023 and 2029, online sales are predicted to average £94.6 billion per annum based on the Statista forecasts. This suggests a 39% uplift from the pre-pandemic (2015-2019) online spend average of £68.0 billion per annum based on the Statista data. This demonstrates that the underlying growth in e-commerce remains significant even when the exceptional Covid years are excluded.

		Notwithstanding this, the sensitivity testing presented in the Savills 2025 I&L Needs Assessment includes a scenario which excludes the e-commerce uplift (see Table 12.9 of the Savills 2025 Assessment). Even with this adjustment, the resulting level of need remains significant. It would have been beneficial for Iceni to have undertaken a similar approach in relation to its e-commerce modelling assumptions. However, as noted above, this does not alter the overall conclusion reached by both studies: there remains a significant level of strategic warehousing need within NWL. This conclusion is further supported by the fact that the I&L sector has remained remarkably resilient in recent years, as evidenced by the Savills UK:RE report *Industrial & Logistics: The Infrastructure of Everything* [ii] and Savills' Big Shed Briefings[iii]. For example the latter evidences that take-up for large units over 100k sq.ft remained above the pre-Covid trend in 2025. This provides evidence of continued strong underlying demand for I&L floorspace, driven in part by the continued growth of e-commerce. **<u>The longer term outlook for I&L demand</u>** The suggestion that the Covid-related spike in logistics demand was temporary and that I&L demand will subsequently decline overlooks several fundamental factors. First, Covid was followed by severe macro-economic challenges including high inflation, high borrowing costs, a cost of living crisis and several geopolitical conflicts which have impacted all property sectors. Despite this

		I&L is performing above its pre Covid trend as noted above, demonstrating its resilience. It is not a balanced view to only focus on the Covid induced spike and not the subsequent economic challenges. Regardless, the Savills demand modelling detailed within Appendix 2 of the Savills 2025 Assessment and noted above has sought to remove the temporary Covid induced spike. Second, the growth in online retailing is not simply a function of penetration rates. As noted above, online spending is forecast to be 39% higher in absolute terms than the pre-pandemic average, based on the figures in Table 12.3 of the Savills 2025 Assessment. This demonstrates that online retailing remains an important growth driver. The underlying growth in online sales is supported not only by changes in consumer behaviour, but also by population and housing growth, which will generate additional demand for goods and associated logistics infrastructure. Thirdly, the I&L sector of the future will be bigger than it is now driven by the fact the overall economy is predicted to be bigger, with more housing and business growth, more freight being moved around the country and given peoples' desire for rapid parcel deliveries is continuing to grow. Finally, and as explained in the Savills 2025 Assessment (paragraph 2.3.7), the attractiveness of NWL as an I&L location, and the strength of occupier demand, is illustrated by the rapid take-up of space at EMG1. The scheme was originally expected to be delivered over a ten-year period; however, within just four years, all land capable of accommodating units exceeding 96,000 sq.ft (approximately 9,000 sqm) had

		been taken up. This provides compelling, site-specific evidence of the strength and immediacy of demand for strategic I&L floorspace in NWL The importance of I&L to a growing economy is also clearly recognised in the recently published 2025 NPPF. Policy E3 (Freight and Logistics) sets out specific criteria for assessing freight and logistics proposals, while Policy E2 (Economic Benefits) directs local authorities to give "substantial weight" to the economic benefits of commercial development, specifically identifying freight and logistics among the sectors to which this principle applies. Taken together, the evidence therefore supports the conclusion that, notwithstanding differences in methodology and assumptions between the Savills and Iceni assessments, there is a substantial underlying requirement for strategic warehousing within NWL. The Savills Assessment provides a robust, market-facing assessment of that need, while the sensitivity testing demonstrates that the conclusion of significant need is not dependent upon the inclusion of the e-commerce uplift.
1.1	Part 1 Case of Need. … **5 Net additionality and displacement: the Maersk point remains unanswered** 5.1 At Deadline 4 the Council distinguished between the *gross* employment and floorspace of EMG2 and the *net* addition to the sub-regional economy once displacement and the re-occupation of vacated premises are taken into account, and it identified the reported occupier interest – including from	The Parish Council's comments are noted. The assessment of employment effects does not rely solely on gross employment generation and explicitly accounts for displacement in accordance with the HCA Additionality Guide (2014). This approach to estimating displacement effects is laid out in Paragraph 5.5.101 of the Socio-economics Chapter [**REP4-020**], and re-stated subsequently at 5.7.38. Following an assessment of the

	Maersk – as substantially a matter of relocation rather than net-new activity (D4 §§5.6–5.8). The D5 Response asserts that the Applicant's assessment "applies standard methodologies ... including with regard to displacement", but it produces no net figure, no site-specific analysis of the Maersk position, and no assessment of the re-occupation of any premises that would be vacated.[3]	local industrial and logistics market, a 25% displacement rate was applied to operational employment estimates. The assessment therefore adequately distinguishes between gross and net employment effects. As summarised in Table 5.34, whilst the EMG2 Project is estimated to support around 4,000 on-site jobs, the application of displacement assumptions (25%) reduces this to approximately 3,000 net on-site jobs. Including multiplier effects, the scheme is estimated to generate approximately 6,185 net additional on-site (ie 4,000 jobs) and off-site jobs (ie 2,185 jobs, net of displacement) across the Study Area. The Council's comments regarding relocation and reoccupation are acknowledged. However, the 25% displacement allowance is specifically intended to account for occupiers relocating from elsewhere within the property market area. As such, it already reflects the relocation of activity that may have been occurring at alternative locations and ensures that the net economic benefits of the scheme are not overstated. The Council places particular emphasis on Maersk's reported interest in the scheme. However, no occupiers are committed at this stage and any assessment of future
	5.2 The Council accepts the Applicant's correction of one input. The Applicant states that EMG1 has generated a peak of some 7,000 FTE permanent jobs, not the c.850 recorded in the EMAGIC Community Forum notes on which the Council's Deadline 4 employment-density cross-check was based (D4 §§5.2–5.3). On the scale of EMG1 – a 700-acre park of some 4 to 4.5 million sq ft with a strategic rail freight interchange – a figure of that order is plausible, and the Parish Council does not press its earlier density cross-check.4 But that correction does not touch the point that matters. Whether EMG2 supports 2,000 gross jobs or 7,000, the question the Council and the Examining Authority need answered is the net figure after displacement.	
	5.3 Two features of the Applicant's own material sharpen the need for that net analysis. First, the Applicant's public job claims for EMG2 are themselves inconsistent, ranging from "a minimum of 4,000 jobs" to "5,720 operational jobs" – a spread of over 40%.5 That is exactly the kind of unexplained variation in headline benefit that makes the transparent, methodologically-explicit breakdown the Parish Council requested at Deadline 4 (direct, indirect and induced figures, and the density assumptions behind them: D4 §5.5) indispensable to a fair planning balance. Second, Maersk – the occupier the Applicant has itself relied upon as evidence of demand – is	

[3] Applicant's D5 Response, Appendix 7, response to Section 5 (employment / displacement), stating that the assessment applies "standard methodologies with assumptions clearly set out, including with regard to displacement and indirect effects", and correcting the EMG1 figure to a peak of 7,000 FTE permanent jobs as at December 2025 (per Applicants' Response to Deadlines 2 and 3 Submissions [REP4-033]).

[4] SEGRO Logistics Park East Midlands Gateway (EMG1) is described by the Applicant as a 700-acre development that has delivered of the order of 4–4.5 million sq ft of logistics accommodation, incorporating a 50-acre Strategic Rail Freight Interchange (sources: segro.com; slp-emg.com). On that floorspace, a peak of c.7,000 FTE implies a job density broadly consistent with published guidance for large logistics parks – unlike the c.850 figure recorded in the EMAGIC Community Forum notes on which the Council's Deadline 4 cross-check was based.

[5] The Applicant's own public statements for EMG2 give a range of job figures, from "a minimum of 4,000 jobs" and "c.4,000 new jobs" to "5,720 operational jobs located at EMG2" (segro.com, EMG2 pages, accessed 2026). Across c.326,500 sqm this range implies materially different job-density assumptions.

		already established at EMG1.[6] To the extent that Maersk's requirement at EMG2 would be met by relocating or consolidating an existing East Midlands operation, it is displacement, not net-new demand; and the buildings it vacates would themselves return to the market.	occupier-specific relocation, consolidation or staffing arrangements would be speculative. The assessment therefore adopts an established additionality methodology that applies displacement assumptions across the scheme as a whole, rather than relying on assumptions regarding individual occupiers. Furthermore, relocation from an existing facility would not necessarily result in a permanent loss of economic activity. Savills EMG2 Industrial and Logistics Needs Assessment identifies a sustained shortage of logistics floorspace across the FEMA, with low availability, limited supply and strong rental growth, indicating that any vacated premises are likely to be reoccupied over time. Savills EMG2 Industrial and Logistics Needs Assessment considers net absorption as part of its demand modelling. Net absorption is a market-facing metric derived from leasing transactions, comparing occupied floorspace (move-ins) with vacated floorspace (move-outs). It therefore directly illustrates the balance between demand and supply from a market perspective and therefore excludes companies moving out of premises like Maersk if this eventuates. For example, positive net absorption in a given year suggests that demand is outpacing supply, while negative net absorption indicates weaker demand. With reference to Table 12.1 (Appendix 2) of the Savills EMG2 Industrial and Logistics Needs Assessment, net absorption has been positive across the wider Functional Economic Market Area (FEMA) every year between 2014-2023, clearly indicated strong demand even before historic supply constraints are taken into account.
	5.4	There is a further dimension the Applicant has not addressed at all. If EMG2 releases or duplicates capacity that is, or would otherwise be, provided elsewhere in the corridor – including at the other Freeport sites which, on the Applicant's own case, are all to come forward (see Part 2) – then the marginal need for floorspace at EMP90 is correspondingly reduced. The Applicant's evidence nowhere tests the net effect of EMG2 on the wider requirement. The Council therefore renews, and does not repeat, its Deadline 4 request (D4 §5.8): that the Applicant be required to quantify, for EMG2 and specifically for the reported Maersk interest (although if any other tenants of EMG1 are planned tenants of EMG 2 the same considerations would apply to them), the proportion of demand that represents relocation from existing premises, the likely re-occupation of those premises, and the resulting net economic and employment benefit.	

[6] SEGRO, press release "Maersk to establish new centre of excellence at SEGRO Logistics Park East Midlands Gateway" (April 2023): Maersk is an established occupier at EMG1, its arrival building on the jobs already created there.

		Considering this level of need if Maersk moves out of EMG1 into EMG2 in a better unit that better fits their needs, then it would be expected that another occupier would move into the vacated unit at EMG1. Finally at Paragraph 5.3, the Council comments on inconsistency in reported job claims. Table 5.34 of the Socio-economics ES Chapter provides clarification on these figures. The estimate of 4,000 jobs refers to gross on-site jobs at the EMG2 project overall, while the 5,720 jobs refer to net additional on and off-site jobs at the DCO scheme only, accounting for displacement and multiplier effects. In contrast the EMG2 Project overall would result in the creation of 6,185 net additional on and off-site jobs, accounting for displacement and multiplier effects.
2	**KPC's response is set out in full at [REP6-090]. In summary, and so far as relevant, PD states:** Part 2 Alternatives and the Freeport as a Driver. …. **13 Conclusions on alternatives** 13.1 The D5 Response has not repaired the deficiencies in the alternatives case identified at Deadline 4; in several respects it has confirmed them. The Regulation 14(2)(d) defence is circular; the Applicant declines to answer for the Freeport provenance on which its own case depends; the 'all three sites required' answer concedes that the need is spread across multiple sites; the treatment of land south of the Bypass answers a case the Council never made; and the Applicant has produced no evidence of the structured, pre-application consideration of alternatives that the compulsory-acquisition Guidance requires. The Parish Council, therefore maintains that its Deadline 4 request for a structured, criteria-based comparative assessment	The Applicants do not repeat the justification of the consideration of alternatives submitted at Deadline 5 and summarised in [REP5-001]. The Applicants note KPC's submissions which call for a plan led approach. Notwithstanding that an assessment of alternative sites as part of a local plan evidence base is a different exercise, KPC will be aware that the EMG2 Main Site and Community Park has been allocated in the Regulation 19 Local Plan. The Local Plan is currently out for consultation and has been prepared to meet the significant Leicester and Leicestershire strategic employment land need (Local Plan ref. EMP90). This follows North West Leicestershire District Council's plan-making process and consideration of the evidence base, including the suitability of alternative sites. The EMP90 allocation affirms the Applicants position that there is no compelling evidence of a

	of alternatives on a like-for-like environmental basis, and submits that the plan-led route – not a DCO at this scale – is the appropriate means of meeting such need as is made out.	genuinely comparable and deliverable alternative capable of meeting the same identified need.
3	**KPC's response is set out in full at [REP6-090]. In summary, and so far as relevant, PD states:** Part 3 Traffic, Cumulative Impact and Network Resilience. **14 "National Highways agrees with us" is not an answer to the technical case** 14.1 The Council's Deadline 3/4 traffic case adopts SCP's Technical Note 04, prepared for EMA, and applies it to Kegworth's particular reliance on the M1 Junction 24 / Finger Farm (Junction 23A) corridor (D4 §§14–20). On the single most serious point – that the Applicant's own modelling shows the proposed Junction 24 mitigation making the M1 southbound off-slip queue *longer* (from 669m without mitigation to 1,140m with it), and reaching back onto the M1 mainline, a result TN04 describes as illogical and unexplained (D4 §§17.2–17.3) – the D5 Response says only that the Applicant refers to its Statement of Common Ground with National Highways, which "*confirms their position and agreement*".[7] It offers no explanation of why mitigation lengthens the queue, does not address the unexplained divergence between the 2019 VISSIM and 2023 PRTM results, and does not answer the non-disclosure of the underlying model files.	The Applicants refer to its response at Appendix 7 Item 7.10 of the post ISH3 submission [**REP4-033**], which explains how there would be no unacceptable queueing on the M1/A50 southbound off-slip to M1 Junction 24 from the EMG2 development. The Applicants also refer to National Highways comment at Appendix 3, Item 19.0.2 of the Deadline 4 response [**REP5-033**], which provides detail as to why there would be no unacceptable impacts on the M1/A50 southbound off-slip to Junction 24. The reason there is a difference in the modelling results in PRTM 2019 and PRTM 2023 is because baseline flows are lower in PRTM 2023. However, the overall conclusions in terms of the suitability of the proposed mitigation remain unchanged in both models.
3.1	Part 3 Traffic, Cumulative Impact and Network Resilience. … **15 Defining away the cumulative impact: J23A, the M1 off-slip and the growth the need case depends on** 15.1 The D5 Response contains a recurring device that the Council invites the Examining Authority to scrutinise closely. On the M1 southbound off-slip, the Applicant explains that the 1,140m/1,722m queues reaching the mainline	The junction modelling undertaken in the Transport Assessment [**REP6-023**] includes a number of traffic flow scenarios, which are explained in Paragraph 8.11 of that document. The key difference between the Stage 1A/2A and 1B/2B scenarios is that the latter excludes the draft Local Plan allocated sites, EMIP and the Ratcliffe on Soar power station redevelopment. This is because the 1A/2A

[7] Statement of Common Ground between the Applicant and National Highways [REP4-053].

	arise under a "Scenario A" that includes "multiple Freeport sites, draft local plan growth, and the remainder of the ... Ratcliffe on Soar development", but excludes their mitigation; and that in the EMG2-only scenario (Stage 2B) EMG2 does not materially affect the off-slip.[8] On the A453/East Midlands Airport roundabout (Junction 23A), the Applicant says the junction operates within capacity in the scenario that includes EMG2 but *excludes* the draft Local Plan allocations (Isley Woodhouse and others), and only fails in the scenario that includes them – "therefore, mitigation is not required for the EMG2 development".[9] 15.2 In each case the Applicant judges EMG2's impact in a scenario that strips out the very committed and draft-plan growth on which the need case for EMG2 depends. That is not a neutral analytical choice. The Applicant's case in Part 1 is that a large and pressing need exists across the corridor and that the Freeport sites and Local Plan allocations are all coming forward; its case in Part 3 is that, for the purpose of judging highway impact, that same growth should be set to one side so that EMG2 can be shown not to 'cause' the failure. The reassurance that "EMG2 alone does not tip the junction over" is therefore true only in a world that the Applicant's own need case says will not exist. 15.3 Properly understood, the Applicant's Scenario A explanation is the cumulative case in its own words: on the Applicant's own modelling, the M1 southbound off-slip immediately adjacent to Kegworth will experience queues of 1,140m rising to 1,722m, reaching back onto the motorway mainline, once the Freeport, Local Plan and Ratcliffe growth is in place – and no party's mitigation is modelled as curing it. Whether or not EMG2 is the marginal cause, EMG2 is one of the developments whose cumulative traffic produces that outcome, and it is seeking consent now, ahead of any	modelling included all traffic from these developments but not any associated mitigation, as it is yet to be determined, and hence the 1B/2B scenarios were used to supplement the assessment of the EMG2 impacts. The Transport Assessment has therefore carried out modelling of all scenarios to demonstrate that the proposed mitigation will result in no unacceptable impacts from the EMG2 development in accordance with adopted policy. EMG2 does not depend on committed and draft local plan growth, and has been correctly assessed on its own merits, albeit without ignoring the fact that such growth is planned, hence the two scenarios (A and B) assessed in the TA. The mitigation proposed for EMG2 has been proven to adequately mitigate its impact without prejudicing any wider growth. Ancillary congestion evidenced in the A scenario EMG2 assessment work will therefore be considered by the relevant planned developments via their associated planning applications, to ensure that a holistic package of mitigation, including dealing with the forecast queuing

[8] Applicant's D5 Response, Appendix 7, response to Section 23: TN04 paragraphs 4.12–4.18 concern the M1 southbound off-slip under "Scenario A" traffic demand, which "includes multiple Freeport sites, draft local plan growth, and the remainder of the Uniper Ratcliffe on Soar development, but does not include for mitigation measures associated to any of these developments"; and that, per TN04 Figure 8 (Stage 2B), EMG2 does not have a material impact on that off-slip.

[9] Applicant's D5 Response, Appendix 7, response to Section 16: the A453/East Midlands Airport roundabout (Junction 9) operates within capacity under the Stage 1B scenario (EMG2 in, 2038, but excluding the draft Local Plan allocation sites including Isley Woodhouse), and only operates over capacity under Stage 1A (which includes those allocations); "therefore, mitigation is not required for the EMG2 development". Residual impacts on the Strategic Road Network are "being reviewed in collaboration with LCC and further details are to be submitted to Deadline 6".

	coordinated solution. The Parish Council's concern is not with the attribution of blame but with the safety of the result and the absence of any mechanism to prevent it.	on the M1 southbound off-slip, is ultimately satisfactorily dealt with. This response should be read alongside the Applicants response at Item 23 of Appendix 7 to the Deadline 4 submissions [**REP5-033**].
3.2	Part 3 Traffic, Cumulative Impact and Network Resilience. ... **16 Background airport traffic and new on-airport cargo: the 938-jobs proxy** 16.2 …Under established transport-appraisal practice, committed growth of this near-certain kind – including airport passenger growth up to permitted caps – would be built into the future baseline demand matrix, not represented by a single jobs figure.[10] The effect of representing airport growth by a 938-jobs proxy rather than a projection of close to 4500 additional jobs by 2050, is to understate the background against which EMG2's own traffic is assessed at exactly the junctions on which Kegworth depends. 16.3 The Parish Council therefore renews its Deadline 4 request for an airport-growth sensitivity at Junction 9 and along the A453 corridor, and adds a request that the Applicant confirm whether, and how, new on-airport cargo floorspace and its HGV generation have been included in the committed-development baseline.	The Applicants refer to Item 16 of its Deadline 4 response [**REP5-033**]. Building on this, the additional 938 jobs forecasted at East Midlands Airport was provided by North West Leicestershire District Council when the transport modelling was scoped with the authorities. This was their recommendation as to future growth potential at East Midlands Airport, which was logged in Appendix 8 of the Transport Assessment [**REP6-023**] and agreed with all stakeholders, exactly the same has it has been for the EMG/Prologis Joint application. The Transport Assessment has modelled a future year of 2028 and 2038, the latter being 12 years before the 2050 year being referenced by Kegworth Parish Council. Whilst there may be further growth aspirations at East Midlands Airport beyond 2038, this is outside the assessment years required to be modelled in the Transport Assessment, which has been undertaken in line with adopted policy and agreed future growth in the area.
3.3	Part 3 Traffic, Cumulative Impact and Network Resilience.	The Applicants refer to their response to Deadline 5 submissions [**REP6-042**] which provides further detail as

[10] DfT, Transport Analysis Guidance. Established practice is that committed growth of near-certain schemes (including airport passenger growth up to permitted caps) is built into the future baseline demand matrix using standard trip-end growth factors, rather than being represented by a single employment assumption.

	… **17 A453/The Green Junction left to fail by design, and the risk of rat-running through Kegworth** 17.2 …The Parish Council makes two points. First, deliberately leaving a junction to operate at nearly a kilometre of queuing in order to suppress local-road use is not mitigation of an impact; it is the acceptance of an impact, and one experienced most acutely by the two villages immediately adjacent to it. Second, the strategy depends on an assumption about driver behaviour – that traffic will re-route to Finger Farm and the A42 rather than seek out local roads – whose scale the Applicant has not demonstrated. Standard pan-regional highway-assignment modelling captures exactly the opposite risk: as strategic junctions congest, equilibrium assignment pushes traffic onto lower-capacity minor and rural roads, with the associated local delay and severance in nearby villages. The Council's concern, unanswered since Deadline 4 (D4 §16.2), is that traffic deterred from The Green will find its way through and around Kegworth, including onto the Kegworth Bypass, without this having been assessed.	to why the traffic increases at the A453/The Green junction predicted in EMFM 2019 are not expected to occur in reality. Whilst there is expected to be more traffic using the A6 Kegworth Bypass due to an improvement in journey times through the A453/A6 Kegworth Bypass junction (in addition to the A42 and Finger Farm, as set out in the previous responses), this is an appropriate strategic route that traffic travelling to the EMG2 development should be using.
3.4	Part 3 Traffic, Cumulative Impact and Network Resilience. … **18 Resilience: concentrating a national logistics cluster on one fragile junction pair** 18.3 …Table B [in **REP6-090**] lists the principal components of that cumulative load. The Council's point is one of network resilience, not merely peak-hour capacity: a logistics cluster of national significance, operating 24/7, is being concentrated on a corridor with a single motorway-junction pair and no alternative strategic route for the villages that adjoin it. The Applicant's evidence contains no assessment of how that corridor performs under incident conditions – an accident, a carriageway or overnight closure (of the kind the Applicant itself anticipates for gantry works at Junction 24), or an	It is not reasonable, nor a typical requirement, for Transport Assessments to consider the impacts of a development during times when Personal Injury Collisions have occurred on the highway network or when road closures are in place. Notwithstanding this, Paragraphs 6.41 to 6.46 of the Transport Assessment [**REP6-023**] explain National Highways role when these events occur and how they seek to minimise disruption. During times when there are planned road works in the local area, an appropriate diversion route will be in place and the timings of works will be agreed with stakeholders to minimise disruption to other road users. In this instance, the EMG2 development is well located due to there being three junctions in close succession; J23A, J24 and J24A. Between J23A and J24 the

	airport disruption – when the fragility of a single-corridor dependency is most exposed and traffic is forced onto local roads through Kegworth.	parallel A453 provides the alternative strategic route for use during incidents or planned roadworks. Between J24 and J24A this is provided by the A50 (via a U turn at J1). These are the formal signed diversion routes and they do not go through Kegworth.
3.5	Part 3 Traffic, Cumulative Impact and Network Resilience. … **19 Finger Farm Roundabout: what the Applicant has now conceded, and what remains** 19.2 Three matters nonetheless remain, and the Council frames them narrowly. First, the assertion that the roundabout "will operate better with EMG2 and mitigation in place" is stated rather than evidenced to Interested Parties; the Council asks that the Finger Farm VISSIM outputs, with EM Point included, be placed on the record so that the improvement can be seen and tested. Second, an office trip profile is not self-evidently the worst case for a roundabout that must accommodate 24/7 HGV movements; the Council asks the Applicant to confirm that the modelling captures the all-day and HGV operation of the corridor, not merely the office commuter peak. Third, the Parish Council's Deadline 4 point about the physical constraint of the additional arm and the pedestrian-crossing signal stage on the scope for future signal-phasing mitigation (D4 §18.3, fourth bullet) is a geometric and operational point that is not answered simply by confirming that the arm is 'in the model'; it should be addressed under the full cumulative load shown in Figure 1.	Full details of the VISSIM modelling, which includes Finger Farm, has been available in the Transport Assessment and supporting Technical Note since the DCO was submitted [**REP6-023**]. However, more recently the Applicant has carried out a further sensitivity test VISSIM model [**REP6-046D**] at the request of LCC. Table 3 demonstrates that journey times through Finger Farm will significantly improve and queues reduce in the morning peak hour (the morning peak hour being more critical and when the network is operating closer to capacity). Hence, there would continue to be a significant improvement to the capacity of Finger Farm, meaning there are no changes to the conclusions of the Transport Assessment [**REP6-023**]. The office trip rates applied to the EM Point committed development are worst-case because they generate more traffic in comparison to an industrial development. The VISSIM modelling assesses the operation of the network during the peak hours of 0800 to 0900 and 1700 to 1800. It is not possible to model daily traffic flows in the VISSIM model, nor is it relevant as confirmed by the Automatic Traffic Count data presented in the Transport Assessment, which confirms that the typical network peak periods of 0800 to 0900 hours and 1700 to 1800 hours are the busiest hourly periods. The

		transport modelling has therefore been undertaken on a robust basis.
4	**KPC's response is set out in full at [REP6-090]. In summary, and so far as relevant, KPC states:** Part 4 Viability, Highway costs and Compulsory Acquisition. Section 22 (New evidence: the National Highways cost dispute and the Gardiner& Theobald red rating), KPC suggests there is a dispute between NH and the Applicants because the commuted sums and protective provisions with NH were not agreed. Section 23 (The Applicants' viability defence still withholds the one this requested), KPC submits a request for the Applicant's viability evidence to be 'rerun' and asserts that the costs dispute KPC identifies in section 22 supports this request. Section 24 ("EMG2 Only, self-funded" versus "the queues are caused by other developments": an unresolved contradiction), KPC suggests delivery of the Junction 24 works depends on contributions from other third parties, are either undersized and the public benefits should be reduced / diminished.	**Section 22** - The Applicants confirm that the protective provisions, including the commuted sums required by NH have been agreed and are included in the dDCO submitted at Deadline 7. **Section 23** - The Applicants have explained that there is no costs dispute with National Highways as KPC allege. The ExP have utilised their powers to request additional information where they have deemed it appropriate and necessary. No such request for additional viability information has been made. In the circumstances the Applicants do not consider it appropriate nor necessary to submit further or revised viability information. **Section 24** – The Junction 24 Works are appropriately sized to mitigate the impacts of the EMG2 proposals. The Junction 24 Works will be fully funded by the Applicants and are not reliant on contributions from other development proposals. As set out in the response to point 3.1 above, the Junction 24 Works have been designed to be compatible with further works, which may be required as mitigation for other development that is likely to come forward; such as the other Freeport sites, Isley Woodhouse, draft Local Plan growth and Ratcliffe Power Station. As and when that development comes forward, the impacts of each element of that development will be

		assessed, modelled and appropriate mitigation will be identified. No alternative is proposed or currently available through a plan led route that can deliver the Junction 24 works.

APPENDIX 4

RESPONSE TO SUBMISSIONS MADE BY PROLOGIS UK LIMITED AND PROLOGIS UK 121 LIMITED (PROLOGIS) AT DEADLINE 6

<table>
<tr><td colspan="3">Submissions received at Deadline 6 [REP6-100] and [REP6-101D]</td></tr>
<tr><td>No.</td><td>Matter</td><td>Applicants' Response</td></tr>
<tr><td colspan="3"></td></tr>
<tr><td>1</td><td>Statement of Reasons and Non-Delivery Scenario (Paragraphs 2.1 – 2.11 of [REP6-100])

SEGRO has effectively refused meaningfully to engage with the implications of the non-delivery and delivery scenarios for the compelling case in the public interest for compulsory acquisition by declining the ExP's request that it update its Statement of Reasons in light of those matters. This leaves the ExP without the analysis it plainly needs and thereby makes the ExP's task in examining the applicant's case and reporting to the Secretary of State substantially more difficult.

In its Rule 17 request of 19 June 2026, the ExP invited SEGRO to review its case for compulsory acquisition and to update its Statement of Reasons as appropriate, giving as an example of the updating that might be required that:

"the question of whether the non-delivery and delivery scenarios would change the public interest benefits or the balance of the compelling case in the public interest test is something that the applicants should explicitly address"

The request thus identified, with precision, the matters on which the ExP considered it required assistance.</td><td>The Applicants have not refused to engage with the examination regarding the 'non-delivery' and 'delivery' scenarios as identified by the ExP. Rather, and as explained in [REP5-001], the position is that there is no need that the Statement of Reasons be updated because all relevant material is before the examination. In this regard, and in summary, the position is that:
The Applicants have set out the multiple and substantive benefits which the DCO Scheme will deliver, in the event that the DCO is made and compulsory purchase powers confirmed. The Applicants have explained previously the basis on which those benefits materially exceed those which would be delivered by the Joint Application, were planning permission to be granted for that scheme (which permission is still outstanding, notwithstanding multiple assurances that its grant is imminent), and were that scheme to be commercially viable (which Prologis has not demonstrated [see the observations of Mr Cottage at Annex L of [REP4-033]]). The Applicants have also demonstrated that there is no realistic prospect of development coming forward on the 'southern land' in the absence of the</td></tr>
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	SEGRO's response in its Deadline 5 covering letter dated 30 June 2026 ("SEGRO's Covering Letter") has been to supply a high-level and cursory version of the further environmental information sought, but to decline to make any consequential amendment to its Statement of Reasons or even to acknowledge any implications of these scenarios for the application of the compelling case test. That reticence is telling: why not update the Statement of Reasons if it is clear there are no adverse implications for the compelling case test? It also leaves the ExP with no proper analysis from the Applicant as to the implications for the compelling case test of what has been established as a real risk of non-delivery, partial delivery or delayed delivery of the DCO scheme. Prologis has set out these implications in its earlier submissions, in particular: paragraphs 5.3-5.4 of its Deadline 2 Submission (the additive/attributable benefits distinction); paragraphs 4.3-4.5 of its Deadline 4 Submission (the section 122(3) test and delivery of benefits); and paragraphs 5.1-5.8 of its Deadline 5 Submission (the compelling case test). SEGRO has effectively declined to set out its own competing analysis on these matters. While there may be factors relevant only to compulsory acquisition, it is difficult to conceive of a factor relevant to the grant of development consent that would not also bear on the compelling case for the grant of compulsory powers. Socio-economic impacts are very obviously germane to both decisions, particularly in a case such as this where the public interest benefits relied upon to justify both the grant of development consent and the grant of powers of compulsory acquisition are mainly socio-economic benefits associated with economic growth and job creation. SEGRO's invitation to the ExP and the Secretary of State to treat the two inquiries comprised within this examination as entirely distinct is patently wrong both as a matter of principle and on the facts of this case. The ExP's determination that there is a reasonable prospect of the Joint Application development coming forward for the purposes of assessing the likely significant environmental effects of the scheme cannot simply be quarantined from the compelling case assessment. The likelihood of equivalent development coming forward, whether under the DCO or otherwise, goes directly to whether the public interest benefits SEGRO relies upon depend on the exercise of compulsory acquisition powers. It applies in the same way to the adverse public interest consequences if compulsory acquisition powers are granted but the DCO scheme	DCO/compulsory purchase powers [see the Applicants' Response to Prologis at Appendix 6 of [**REP4-033**]; notably its response to 'Overarching points' at page 98, together with the observations of Mr Cottage at Annex L]. • In determining whether or not the Applicants have made out a compelling case to justify the grant of compulsory purchase powers, the ExP will need to have regard to matters which include the following: 1) The DCO Scheme benefits which the Applicants have identified; 2) The likelihood that the Applicants will indeed deliver the DCO Scheme in the event that the the DCO is granted as sought (ie with CA powers); 3) The prospect that the Joint Application would in fact be delivered in the event the DCO is not granted with CA powers (having regard to both its planning status and the lack of viability evidence); 4) The benefits which the Joint Application would deliver if the development were carried out, as compared to the benefits of the DCO Scheme This position – that is, the nature of the considerations which fall to be taken into account – does not change having regard to the ExP's earlier observations regarding the 'delivery' and 'non-delivery' scenarios. In this regard, Prologis is fundamentally mistaken in its approach to the relevant policy and law relating to compulsory purchase, as distinct from environmental assessment, in that it seeks to elide them. The question of whether matters are 'likely' or otherwise for the purposes of environmental assessment does not materially inform the question of whether the Applicants have

	is not implemented, or only partly implemented, or if implementation is delayed. These matters go to the heart of the section 122(3) test in this case. Further, Prologis has already explained at CAH2 why the adverse socio-economic consequences of the granting of compulsory acquisition powers to facilitate the proposed development are matters properly relevant to EIA. These are captured within its written summary of oral submissions at CAH2 at paragraphs 24 and 28-47 and are not repeated here. SEGRO's Covering Letter also advances a suggested comparison between what it terms "Scenario A" and "Scenario B". The distinction being (A) the benefits directly flowing from the DCO consent (implicitly including the compulsory acquisition of the Prologis/MAG Land), and (B) benefits which would still arise without the DCO/CA powers. Whilst Prologis does not accept SEGRO's characterisation of the differing benefits said to flow from each scenario (which it addresses below), the very fact that SEGRO advances this comparison necessarily reflects an acceptance – albeit not one that SEGRO makes explicit – of the logic in distinguishing between additive and attributable benefits for which Prologis has consistently contended when applying the compelling case test. Benefits which would arise in scenario B are not properly attributable to the exercise of compulsory acquisition. Welcome though that acceptance is as a matter of principle, the suggested comparison is too simplistic in the way SEGRO deploys it. SEGRO advances the binary as if it were a complete answer, when a proper assessment must embrace a wider range of matters that the comparison omits. This includes the risk of non-delivery, partial delivery or delayed delivery of some or all of the DCO scheme, which a static "Scenario A / Scenario B" comparison does not and cannot capture. No decision-maker, acting reasonably on the evidence available here, could apply the compelling case test without taking account of those considerations and their consequences for the public interest. A striking feature of SEGRO's position revealed in SEGRO's Covering Letter concerns the Southern Land where it states that there is "no material prospect" that further development will come forward on the Southern Land absent the DCO. That is fairly characterised as an extreme position and cannot be	demonstrated a compelling case to justify CA. As regards the latter question, the Applicants reiterate that the relevant matters are those set out above, and have set out their position conclusively. Notably: • There is no material dispute regarding the benefits of the DCO Scheme (both in terms of its commercial and business development, and also in terms of the Highway Works); • The track record of the Applicants in delivering logistics development on this scale (EMG1, Northampton Gateway) is very strongly indicative that the DCO Scheme will be delivered, especially when coupled with the funding statement [**APP-020D**] provided; • The uncertainty as regards delivery of the Joint Application is manifest; • The benefits of delivering only the Joint Application, are obviously and necessarily inferior as compared to those resulting from delivery of the DCO Scheme, particularly when it is recognised that there is no prospect of development coming forward on the Southern Land absent the DCO. Thus the contention by Prologis that the ExP requires the SoR to be updated (and, insofar as it maintains the same position – which is unclear – the view of the ExP) is erroneous, both in terms of fact and in terms of law. The remainder of Prologis' representations comprise a blatant attempt to over-complicate matters, consistent with its earlier representations (for example, as regards 'additive' and 'attributable' benefits). The only specific issue which the Applicants address in this context (save from noting that they do not, contrary to

	reconciled with the evidence before the examination as to the very positive underlying commercial and policy cases for such development. SEGRO's position is, moreover, internally inconsistent. In its high-level assessment of the non-delivery scenario, SEGRO treats the adverse effects of thwarting the development proposed in the Joint Application as no more than temporary on the rationale that the emerging local plan allocation for the Prologis/MAG Land (which also applies to the Southern Land) is such that development may accordingly be assumed to come forward quickly. In other words, the sole factor relied upon to support that conclusion in respect of the Prologis/MAG land is the strongly supportive policy position, and that same factor applies equally to the Southern land. SEGRO cannot simultaneously invite the Secretary of State to conclude on the one hand that nothing will come forward on the Southern Land if the DCO is not delivered, and on the other hand that equivalent development will come forward quickly on the Prologis/MAG land by reference to policy support that applies equally to both. Such a conclusion would be internally inconsistent and therefore unreasonable in the Wednesbury sense. That much should be obvious. SEGRO's decision nevertheless to present its case to the ExP and the Secretary of State in that way is symptomatic of a wider reluctance properly to acknowledge and assist the ExP in grappling with the issues raised by Prologis's objection. The ExP has not been provided with any satisfactory answer to Prologis's case.	Prologis' assertion, accept its 'additive' and 'attributable' analysis as a matter of law/principle) is that relating to the southern land, in the context of the emerging local plan. To be clear, the various, compelling observations as to why development of that land cannot come forward outside of the DCO relate to the lack of viability regarding a scheme confined to that area, particularly in light of Prologis/EMA openly stated intention to ransom it (see observations of Mr Cottage Annex L to [**REP4-033**])
2	**Section 35 Direction** (Paragraphs 3.1 – 3.6 of [**REP6-100**]) In its response to Prologis' Deadline 4 submissions, SEGRO seeks to downplay the significance of the description of development given in the Section 35 Direction. That SEGRO should find it necessary to make such an argument is itself indicative of a recognition that the project has changed materially when compared to the development to which the Section 35 direction applies. Prologis refers back to, and relies upon, its detailed analysis of section 35ZA, and in particular the requirement that a qualifying request must "specify the development to which it relates" and must explain why the statutory conditions are satisfied "in relation to the development" as specified in the qualifying request. These requirements demonstrate that the description of the development is not incidental but central to the decision to give a direction. It is the development as	The Applicants have set out their position in respect of this issue previously and repeatedly, see: • Applicants' Response to Hearing Action Points [**REP1-053**], pages 18 – 21; • Applicants' Response to Deadline 2 and 3 submissions [**REP4-033**], pages 81 – 93 and 119 – 123, 125 – 126; • Applicants' Response to Hearing Action Points [**REP4-035**], pages 5 - 8 • Applicants' Response to Deadline 4 submissions [**REP5-033**], pages 140, 145 – 158 • Applicants' Response to Deadline 5 submissions

	specified that the Secretary of State found to be nationally significant, and it is that development, and no other, to which the Section 35 Direction applies. Rather than recognise and address the legal framework clearly established by the Planning Act 2008, SEGRO instead advances a suggested test of whether there is a "fundamental" difference between the development described in the Section 35 Direction and that applied for. It is contended that if the decision-maker is satisfied there is no "fundamental" difference then there is no jurisdictional issue. No authority is cited for that surprising proposition and nor is there any discernible legal analysis or identified legal principle which would (or even could) support that as the correct legal approach. Equally unsupported is SEGRO's bare assertion that, provided the development is of the same "broad character" and of a "substantial physical size", it remains within the Section 35 Direction irrespective of whether it corresponds to the specified description. By contrast, Prologis's approach is grounded in the structure, language and logic of the legislation and provides an entirely clear, understandable and practicable approach. Instead of seeking to justify its own assertions (and perhaps because they cannot) SEGRO seeks to mischaracterise Prologis's case as one that treats the Section 35 Direction as fixing "every parameter", or the precise disposition, number or form of buildings. The ExP is respectfully invited to refer back to Prologis's earlier submissions, from which it will be apparent (a) that is not a fair or accurate encapsulation of Prologis's case, and (b) as a result, SEGRO has neither grappled with nor provided an answer to the analysis that Prologis has presented. For the reasons Prologis has consistently advanced, the correct question is simply whether the development as applied for accords with the description of development to which the Section 35 Direction applies, giving the words of the Direction their clear and ordinary meaning. If there is a material difference, the Secretary of State does not have jurisdiction to grant a DCO for that development. That is reflected both in the power to vary a Direction which the Planning Act 2008 provides, and the consistent advice given in Directions as to what should be done in the event the proposed development evolves before the application for a DCO is submitted. Prologis has already set out its reasons as to why the development as now proposed is not that to which the Section 35 Direction applies and the consequences this has for the Secretary of State's decision-making.	[**REP6-042**], pages 15 – 22. In this regard, Section 35 of the 2008 Act is clear in its terms. It provides a mechanism for parties to seek a direction that development should be the subject of examination pursuant to the 2008 Act as though it were an NSIP, notwithstanding it does not satisfy relevant statutory criteria set out in Sections 15 - 30A of the 2008 Act so as to comprise an NSIP. However, the statutory mechanism for determining whether to issue a direction pursuant to Section 35 is relatively rudimentary. An applicant for such direction is required to submit only limited documentation to the secretary of State, identifying the broad form of development proposed and setting out the basis on which it is said that such development should be regarded as being of national significance so as to justify the making of a direction. The Secretary of State is then required to reach a decision on the application within 28 days. There is no provision for any consultation. By its very nature, this exercise necessarily results in the Secretary of State reaching their decision on the basis of a 'high level assessment' of a 'high level summary' of proposed development. There is no requirement as to detailed plans or design, nor is any significant detail provided regarding any matters such as environmental impacts. For this reason, it is self-evident that any decision to make a direction pursuant to Section 35 of in the 2008 Act is concerned with the principle, and broad outline of development which is the subject of the request for the making of the direction. In the present case, the Secretary of State determined to issue the Section 35 Direction on the basis of their assessment that the details summarised in the Application

	It is appropriate to reflect on the position in which SEGRO now finds itself. The issue of whether the DCO Application was one to which the Section 35 Direction applies was raised at the very outset of the examination . SEGRO has consistently failed to address this issue by adopting one of the only two solutions realistically available to it, namely seeking an amendment to the application or withdrawal of the application. Instead, it has pursued inconsistent and legally unsound arguments as to the interpretation of the Direction and suggested obviously flawed and unworkable requirements. The most recent of these flawed requirements is addressed below in section 7. For the reasons that Prologis has set out by reference to that proposed requirement, it does not provide an answer. As matters stand at Deadline 6, the ExP still does not have before it an application that it is lawfully able to recommend nor does the Secretary of State have jurisdiction to grant development consent for the proposed development in both cases because it does not sit within the jurisdiction of the Section 35 Direction. SEGRO is again faced with a dilemma of its own making – either it maintains the line it has taken, in which case the DCO Application does not accord with the Section 35 Direction, or it seeks to amend the application so as to bring the scheme back in line with the Section 35 Direction, in which case it has not assessed the development as so altered. In light of the limited time left in the examination, and the substantive nature of the change that would be needed to align the proposed development with the Direction, the option of amending the application may now no longer be available	Documentation. On that basis the Secretary of State determined that: • "the proposal would be likely to have significant economic impact; • be important in driving growth in the economy; • have an impact on an area wider than a single local authority area; • the substantial physical size and scale of the project; • would contribute to delivering the outcomes of the Freeport; and • in addition, the Secretary of State also considers that the Proposed Project would benefit from the application being determined through a single, unified consenting process provided by the Planning Act and removing the need to apply and the uncertainty of applying for separate powers and consents". There is no suggestion (nor could there credibly be) that these findings do not apply in respect of the DCO Scheme. Instead, what is said is that the DCO Scheme departs from the development the subject of the Section 35 Direction in certain respects. In these circumstances, the pragmatic and lawful approach is to determine whether the DCO Scheme is materially the same development as that considered by the Secretary of State when granting the Section 35 Direction, or whether instead it is so significantly different that it could not be said to be the same. In this regard it cannot reasonably be suggested that an applicant for a development consent order is bound to every letter of the documentation submitted in respect of its request

		for a direction pursuant to Section 35 of the 2008 Act. Not only would such approach render the statutory mechanism unwieldy (and unworkable), it is not the interpretation of the legislative scheme adopted by the Secretary of State. In this regard the Applicant notes that the Secretary of State stated in terms in the body of the Section 35 Direction that: *"…if the details of the Proposed Project change, before submitting any application to the Planning Inspectorate, the Applicant may wish to seek confirmation from the Secretary of State that the development which is to be the subject of the proposed application is the same as that for which this Direction is given".* Such statement necessarily envisages a scenario where details of a development may change/evolve whilst also remaining within the ambit of a direction made pursuant to Section 35. Such purposive and practical application of the legislation is entirely appropriate. In the present case therefore, in order to make good their 'vires' point, it would be incumbent on the EMA and Prologis to demonstrate that the DCO Scheme is so different from the form of development identified in the Section 35 Direction that the latter does not provide a valid jurisdiction for the grant of development consent. In this regard there are essentially two points raised by the EMA/Prologis, which concern (1) Firstly, the provision of a carbon neutral campus/headquarters with co-located head office functions; and (2) Secondly, the nature extent of office development proposed

		<u>Carbon Neutral Campus</u> In making the Section 35 Direction the Secretary of State had regard to the Application Documentation, but elected not to impose any material specificity and conditionality regarding that element of the proposed development identified as a 'carbon neutral campus/headquarters'. In particular in this regard - no such specificity/conditionality was included within the direction regarding the extent of the facility, save that indication that it should be 'substantial'; - No particularity was included as to the identity of the party that would occupy the facility; - No detail was included as to what should be understood by the term 'carbon-neutral'; - No detail was provided as to the nature of the facility beyond the overarching description 'campus/ headquarters including co-located head office functions'. In this regard, it is not appropriate for either the ExP or the Secretary of State to proceed as EMA/Prologis maintain, and to focus on every letter of the Application Documentation when determining whether or not the DCO Scheme sits within the Section 35 Direction as made. Rather, it is appropriate to have regard to the Section 35 Direction itself, and determine whether – on a fair, objective reading of that document – the DCO Scheme sits within its ambit. The Applicant respectfully submits that both the ExP and the Secretary of State can be assured that this is indeed the case. Significantly, the Applicant has guaranteed provision of this 'campus' element of the proposed development by way of Requirement 32 as imposed in Part 1 of Schedule 2 of the draft DCO. That requirement is an entirely appropriate

		mechanism to ensure delivery of the 'campus', to the extent that element of the proposed development is identified in the Section 35 Direction. Thus the DCO Scheme falls clearly within the Section 35 Direction in this regard. <u>Extent of Office development proposed</u> The further point raised by EMA/Prologis is to the effect that the office element of the proposed 'campus' is such that it must be separately identified and assessed in planning use terms, or otherwise once again the DCO Scheme would sit outside the terms of the Section 35 Direction. Once again, that contention lacks any material substance. It has always been apparent that the proposed development is a commercial logistics hub. Warehousing development within such facilities often entails/requires ancillary office accommodation, and such arrangement will be reflected in the proposed development. In particular it will be reflected in the 'campus' for which Requirement 32 expressly provides. The provision of such office floorspace, in the context of the very significantly greater provision of operational logistics floorspace, will not extend beyond that which is properly characterised as ancillary. The 'planning unit' in respect of which the office space is provided will be identified pursuant to the discharge of Requirement 32. Once again, in this context also there is no basis to conclude that the DCO Scheme would depart from the terms of the Section 35 Direction.
3	**Compelling Case for Compulsory Acquisition** (Paragraph 4.1 of [REP6-100])	Prologis make no material submission such as would advance its case in this regard, save to assert (erroneously) that the Applicants accept the additive/attributable approach.

	SEGRO's response on the compelling case test at Deadline 5 is limited. It does not disturb the position already established, whether in relation to the additive and attributable distinction (which, as above, it now seems to acknowledge) or the correct approach to the section 122(3) test submitted by Prologis as a matter of law. Prologis simply refers to its previous submissions in these regards which have yet to be adequately rebutted – telling of the fact that, quite simply, they cannot be.	The Applicants stand by their own analysis as to the existence of the compelling case, which is conclusive and definitive on the facts, in particular having regard to a) The relative benefits which would be delivered by the DCO Scheme and the Joint Application respectively; and b) The relative likelihood of the DCO Scheme being delivered in the event of the DCO being granted as sought, as compared to the likelihood of the Joint Application being delivered (in circumstances where there is no substantive evidence as to its viability, and where no planning permission has been granted in respect of it).
4	**Viability** (Paragraph 5.1 of [**REP6-100**]) SEGRO's comments on Action Point 35 have already been addressed in Mr Robert's Second Response Report in particular the position on the exchange of Excel spreadsheets and the substantive analysis of the viability of development of the Southern Land – those points are not repeated here. The salient point, as Mr Roberts concludes at paragraph 8.12 of his Second Response Report is that Mr Cottage is no longer purporting to provide any evidence as to the viability of development of the Aldridge land, and the evidence provided relates to an entirely hypothetical scheme that does not reflect the provisions of SEGRO's dDCO and would not arise in the real world. SEGRO's comments on Action Point 35 concerning the development of the Southern Land are accordingly moot.	As is clear from the Applicant's previous submissions and Mr Cottage's analysis (paragraphs 50-57 of Annex L to [**REP4-033**]), 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. Mr Cottage has demonstrated that 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), 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. In circumstances where both LCC and NH concur that the Green Package is necessary to mitigate the impacts of the EMG2 Main Site, it is simply not credible to maintain that delivery of both the Joint Application and a notional 'Southern Land' development (which pair of developments would entail delivery of greater quantum of floorspace than the EMG2 Main Site in the DCO Scheme) would not also require delivery of the Green Package.

5	**Applicant's Updates to the Environmental Statement** (Paragraph 6.1 – 6.4 and Appendix 1 (Spawforths Technical Review of ES Appendices 4B and 4C of [**REP6-100**]) By its Rule 17 letter, the ExP required SEGRO to amend the baseline of the Environmental Statement to include the Joint Application and to assess both the "delivery" and "non-delivery" scenarios. In its subsequent letter of 19 June 2026 the ExP explained (at numbered paragraph 1) that whilst updating the ES in table form is a useful way of delivering information "the applicants must ensure that there is sufficiently detailed assessment within the tables to support any conclusions drawn and that it is not treated as a summary exercise". SEGRO's response has been to make only limited amendments to the main text of Chapter 4 (Alternatives) and has relegated what purports to be the substantive assessment to two new appendices (Appendices 4B and 4C). Those amendments to the main text do not go far and do little to assist the ExP in understanding the implications of the two scenarios. The reader is left to extract the substance from the appendices, so far as that is possible given the very high level and cursory analysis they contain, which does not grapple with the substantive issues the ExP's request was directed at and offers an inadequate level of assessment to support the conclusions drawn. The result is that, while SEGRO can point to having produced further material, it has still not provided the proper detailed assessment the ExP called for. The implications of these updates are considered below, and a detailed technical review of SEGRO's new Chapter 4 appendices (Appendices 4B and 4C), prepared on behalf of Prologis by Spawforths, is appended at Appendix 1 to this submission and should be read together with this section. Appendix 4B, which addresses the non-delivery scenario, proceeds on the assumption that the socio-economic impacts of non-delivery would be temporary, on the footing that any sterilisation effect would cease upon the expiry of the compulsory acquisition powers (DCO 6.4B, Appendix B: "All effects are therefore considered to be temporary"). That assumption carries significant implications for the compelling case test, which Appendix 4B does not draw out:	(a) Prologis comments on Appendix 4B non-delivery scenario: • ignore and fail to recognise that non-delivery is very unlikely (low probability of impact); • do not grapple with the very real possibility that in a scenario where the DCO does not come forward, the reasons for non-delivery are likely to apply equally to the Joint Application land; • do not acknowledge that the socio-economic benefits for the DCO far outweigh the Joint Application. Such that the significance of the benefits of delivery of the Joint Application should be tempered by the resulting non-delivery of the DCO; • do not acknowledge that the Joint Application would not and cannot deliver the whole of the Freeport allocation in any event. Only the DCO Application can secure delivery of the Freeport allocation in this location; • do not acknowledge that no permission for the Join Application has been secured; • ignore the fact that the Joint Application has been promoted at a time when the owners of the land were fully aware of the promotion of the DCO Application and elected to proceed in any event; • place undue emphasis on additional delay after the period for exercising the DCO powers has expired. In the unlikely event that the DCO has no come forward and the Joint Application was unaffected by the

	(a) The reasoning in Appendix 4B assumes that the compulsory acquisition powers simply sit unexercised and are then allowed to lapse, at which point development activity resumes. This brushes over the very lengthy likely period of delay to further development and its consequences. For so long as the land is understood to be undevelopable until the DCO is either implemented or the powers lapse, no party will incur the cost of working up, consenting and implementing an alternative scheme. Even once the shadow of compulsory acquisition is lifted, the process of working up and consenting a development scheme must begin afresh, pushing delivery back materially, including beyond the Freeport window. Appendix 4B does not identify any suggested timeline for or duration of the resulting delay. It is plainly not consistent for SEGRO to invite the Secretary of State to dismiss this adverse effect as insignificant on the basis that the relative timing of development is not important, while at the same time contending that the urgency of delivery, and delivery within the Freeport window in particular, should be given significant weight for the purposes of applying the compelling case test. Either the timing of delivery in the public interest is important, or it is not. SEGRO cannot have it both ways. (b) Appendix 4B does not acknowledge that any planning permission granted for the Joint Application development would expire unimplemented within the lifetime of the compulsory acquisition powers, and it makes no reference to the Freeport window. The implication is that SEGRO does not regard delivery within that window as material to the significance of the socio-economic benefits (whether adverse or positive). That carries adverse implications for the compelling case. The Freeport benefits, and their delivery within the window, are among the principal public interest benefits on which SEGRO relies to justify compulsory acquisition. This can be seen from the way these Freeport benefits are expressed and relied upon in the Statement of Reasons (see paragraphs 5.16, 5.23, 5.24, 5.52, 5.53, 5.54, 5.55, 5.57 and 5.58) If, as Appendix 4B implies, delivery within the window does not make a material difference to the significance of the socio-economic benefits, then either the benefits said by SEGRO to flow from "fast-track delivery" within the Freeport	reasons for non-delivery, it is in the gift of the promotors of the Joint Application to seek a longer period for implementation to allow for early implementation in a post DCO period. (b) Prologis comments misunderstand and misrepresent the Applicants' position on timing and delivery. The Applicants' position is and remains that there is an urgent need to obtain consent for the DCO Application and secure delivery within the Freeport window. Without rehearsing the points in (a) above, only the DCO Scheme secures delivery of the full Freeport allocation and given the Applicants' track record of delivery of DCO projects, non-delivery is very unlikely. Prologis comments are predicated on the Joint Application being granted consent, which has not been secured during the examination and, given the outstanding unresolved issues, is not certain. (c) (i) It is Prologis who have asserted that the Joint Application would come forward quicker than the DCO. SEGRO has merely reported on progress which confirms the application has not achieved any of the dates Prologis has submitted to the ExP. (ii) Prologis' comments ignore the inconvenient issue that the southern land would need to deliver the strategic highway mitigation which renders it unviable. The Applicants refer to their previous submissions at [**REP1-051D**], [**REP1-027D**] and the Applicants responses to the viability information submitted by Prologis at [**REP4-033**] and Appendix 1 of the Applicants' Post Hearing submissions at [**REP4-034**]. In relation to Prologis' comments on Appendix 4C (delivery scenario):

	window are overstated or the urgency said to attach to the delivery of development falls away, and with it a substantial part of the case for the compulsory powers sought. SEGRO cannot both invoke the Freeport window to press the urgency of delivery and disregard it when assessing the consequences of non-delivery. SEGRO's case on this matter is currently both inconsistent and incoherent. (c) Appendix 4B assumes that a fresh planning permission on the Prologis/MAG Land would be granted and implemented quickly once the powers expire. If that assumption is robust, two consequences follow: (i) SEGRO's repeated attacks upon the prospects and timing of the Joint Application are an unnecessary distraction, for SEGRO cannot invite the ExP both to doubt that equivalent development will rapidly come forward in the absence of the DCO and to assume that it will. (ii) The same logic applies to the Southern Land. In the non-delivery scenario, the Secretary of State would have made the DCO, and so would have concluded that development of the Southern Land as proposed was acceptable in land-use terms – a conclusion reinforced by the strongly supportive policy position. It follows that SEGRO's insistence that there is "no material prospect" of development coming forward on the Southern Land absent the DCO cannot stand alongside its own non-delivery reasoning. Prologis's evidence shows that there are no other obvious impediments to the delivery of such development. Furthermore, to the extent SEGRO relies on any dependency on the Prologis/MAG Land as an obstacle to delivery, SEGRO's own suggestion that access to the Southern Land can be provided via the MSA – if correct – would remove that (unevidenced) obstacle and would, on SEGRO's own case, increase the prospects of development of that land coming forward	• there is no Town and Country Planning Act planning application for land south of Hyams Lane. The ExP have recognised that there is no reasonably foreseeable form of development that would fall to be assessed; • the Applicants refer to their earlier responses, which explained the inherent viability impediments to delivery of the Southern Land, at [**REP1-051D**], [**REP1-027D**] and the Applicants responses to the viability information submitted by Prologis at [**REP4-033**] and Appendix 1 of the Applicants' Post Hearing submissions at [**REP4-034**]. For the reasons previously set out at length, the Applicants have addressed all elements of the ExP's Rule 17 requests. The ES, as supplemented by the additional appendices, allows the decision maker to reach a reasoned conclusion on the likely significant effects of the development.

	without the exercise of compulsory acquisition powers. The realistic prospect of development coming forward on the Southern Land without the powers directly diminishes the benefits that can properly be attributed to their exercise, which is central to the section 122(3) balance. Turning to Appendix 4C, which addresses the delivery scenario, the difference in the scale of socio-economic benefits reported in favour of the DCO is unsurprising, resting as it does on the assumption that nothing would happen on the Southern Land absent the DCO. That assumption is not robust or reliable and is not justified by the rationale advanced in the assessments for the reasons already given in relation to the Southern Land. Beyond that, there appear to be inconsistencies between the approaches to assessment adopted in the two Environmental Statements – including in the treatment of landscape and visual effects – which render the reported "difference" between the scenarios unreliable and, in places, counter-intuitive, because the comparison is not a like-for-like one. These matters are addressed in greater detail in the Spawforths technical review of Appendices 4B and 4C at Appendix 1 to this submission. Accordingly, SEGRO has not answered the ExP's Rule 17 request in substance, and the ExP cannot safely rely upon Appendices 4B and 4C as a proper evidential basis for either the environmental comparison or the compulsory acquisition case.	
6	**dDCO** (Paragraph 7.1 – 7.13 of [**REP6-100**]) *Article 5* (Paragraphs 7.1 – 7.3) Article 5 has now been amended to authorise the use of Works 1 to 5 for "co-located office functions", a term which is not defined. However, no corresponding change has been made to Schedule 1 (Authorised Development), which continues to describe only the construction of buildings for storage and distribution and advanced manufacturing use, including warehouses and ancillary buildings. The operational development authorised is therefore limited to that described in Schedule 1. This means that the construction of any separate, non-ancillary office building would be unauthorised, and the creation of office space within the permitted buildings would be confined to that which is ancillary to their B2/B8 use. SEGRO has not sought to articulate the rationale for amending Article	In order to allay any concerns which the ExP (or indeed the Secretary of State) may have regarding delivery of the carbon neutral campus, that component of the DCO Scheme has now been secured unequivocally by Requirement 33 [**REP6-007D**]. As regards the issue of 'office space', the Applicants have always contended, and indeed continue to intend that the DCO make provision for office accommodation as ancillary to the logistics/advanced manufacturing development floorspace proposed. There is no inconsistency in the proposed development where the office provision is ancillary in nature.

	5 in this way whilst leaving Schedule 1 unchanged, or what legal effect this is intended to have in terms of what development would or would not be authorised. It is notable that this addition does not seek to authorise co-located head office functions as specified in the Section 35 Direction and the qualifying request. The Section 35 Direction uses the formulation "a substantial carbon neutral campus/headquarters including co-located head office functions". Stripped of that context, there is now considerable ambiguity as to what "co-located" office functions is intended to mean. Were a headquarters or head office proposed alongside B2/B8 development (as articulated in the qualifying request), the concept of 'co-location' would be intelligible, denoting two distinct land uses brought together on a single site so as to secure the benefits of co-location. However, if what is proposed is merely ancillary office functions for individual B2/B8 units, it is unclear what (if anything) distinguishes a "co-located" office function from an ordinary ancillary office function. If the intention now is to authorise non-ancillary office use of the proposed B2/B8 floorspace, that is a change of position on the part of the Applicant which needs to be made clear and its full implications addressed. If the proposed changes are intended to authorise non-ancillary office use of the proposed B2/B8 floorspace, no attempt appears to have been made to assess the implications (including traffic impacts) of that change. If that is not the intended effect of the proposed change, its purpose and effect are opaque. These matters are developed further below in respect of proposed Requirement 32, and by reference to Requirement 27.	The term 'co-located' does not admit of any particular significance in this context, save to confirm that the ancillary office space to be provided will be located 'on site', to serve the logistics/manufacturing space. To that extent, the Applicants concur with the observation made by Prologis that the 'co-located' office provision will essentially comprise 'ancillary office' space.
7	*Requirement 27 (Mezzanines)* (Paragraphs 7.4 – 7.5) The revised Requirement 27 strips out those elements of the drafting that National Highways had required in order to address its concerns, the problems associated with which Prologis drew to the ExP's attention at ISH3 . It is therefore important to understand whether National Highways is satisfied that the revised Requirement addresses its concerns and if so on what basis. To this end, SEGRO states that a separate VISSIM Additional Sensitivity Test Modelling Report "is being prepared" and expresses the hope that this will mean Requirement 27 is not needed. Prologis reserves its position to comment on that report as and when it becomes available. SEGRO does not say when the report	NH's response to ExQ3 Q2.0.1 at Deadline 6 [**REP6-095**], confirms it has reviewed and approved the additional modelling completed by the Applicants and approved the removal of former Requirement 27 from the dDCO.

	will be provided, but if the ExP and interested parties are to have a fair opportunity to respond, it would need to be produced at Deadline 6. Without the opportunity to review and scrutinise this modelling, neither Prologis nor the ExP is able to test whether the underlying Transport Assessment problem that Requirement 27 was designed to address has in fact been resolved, and therefore whether the requirement can safely be dispensed with. If the report is produced late, there will be no proper opportunity to interrogate it within the examination timetable. Prologis does not intend to address the revised Requirement 27 in detail, having regard to the changes proposed by the ExP in its recent schedule of proposed changes to the dDCO and the need first to see the applicant's response to that schedule. Notwithstanding the amendments to Requirement 27, however, Prologis does not consider that the drafting appropriately addresses the issues that have been identified in relation to the control of uses in mezzanines within the proposed development.	
8	*Requirement 32 (Carbon Neutral Campus)* (Paragraphs 7.6 – 7.13) Requirement 32 is of particular significance in the context of the Section 35 Direction and, in Prologis's assessment, is incapable of achieving alignment with the development to which the Section 35 Direction applies. Requirement 32(1) now requires a minimum of 10% of the total gross floorspace to "comprise a campus", but several difficulties attend that formulation. All reference to a "headquarters" or to "co-located head office functions" has been removed from the previous version of this requirement. No explanation has been given for this change. As indicated above, the removal of the word "head" before the word "office" is a material change and makes it difficult to understand the significance and implications of the concept of "co-located" in this context. Furthermore, by stripping away the context provided by the words used by the Secretary of State in the Direction (reflecting the development specified in the qualifying request) Requirement 32 does not and cannot secure delivery of the	The Applicants reject the contention advanced by Prologis that Requirement 32 is incapable of securing alignment of the DCO Scheme with the terms of the Section 35 Direction. That requirement will ensure that a campus of the type envisaged by the Secretary of State in making the Section 24 Direction is delivered. The nature of the office function undertaken – whether or not it entails activity which is characterised as 'head office' – is not a matter susceptible to planning control; the term 'head office' is not one that is defined in planning law. It was not, indeed cannot have been, the Secretary of State's intention to require that a particular tier of management be incorporated within the office function ancillary to the carbon neutral campus. Thus there is no 'material change' as alleged, and the DCO Scheme remains aligned with the description of development as contained in the Section 35 Direction, in that Requirement 32 will ensure that the development as built will include within the campus, co-located office function.

	"substantial carbon neutral campus/headquarters including co-located head office functions" that the Section 35 Direction requires. The definitional difficulty is compounded by the terms of Requirement 32(4)(a), which defines "campus" as an area used for B2/B8 "together with co-located office functions", while leaving "co-located" undefined. If the expression means no more than ancillary office use (reflecting SEGRO's stated position on this issue prior to Deadline 5), the concept embodied in the requirement is indistinguishable from what is already contemplated and authorised for the site as a whole. That would make the requirement meaningless. If it means more than ancillary office use, then the concept would seem to be that the relevant units would be in a mixed use – B2/B8 together with non-ancillary E-class office – but that is not reflected in the operational development authorised by Schedule 1 or the assessments undertaken of traffic generation and environmental effects. Further, there is no minimum proportion of the 10% that must serve co-located office functions, such that a token corner office in a large B2/B8 unit would seemingly be sufficient for that unit to satisfy the requirement. This could lawfully be a much smaller proportion/quantum of office floorspace than would be typical of ancillary office floorspace in a 'standard' B2/B8 unit. It is inconceivable that such a development would be accepted by the Secretary of State as reflecting what is set out in the Section 35 Direction and the qualifying request. Nor is there a maximum proportion or amount of office floorspace which would be authorised within any of the units comprising the 'campus'. This needs to be considered alongside the fact that the requirement is framed by reference to a minimum portion of the development overall. The combined effect is that significant (and effectively uncapped) office floorspace could be provided within the campus units, the traffic implications of which would need to be (and have not presently been) tested. In any event, and independently of the fundamental flaws identified above, the requirement of a minimum of 10% of the total gross floorspace to "comprise a campus" does not secure the "substantial" campus that the Section 35 Direction requires. The Direction calls for a "substantial carbon neutral campus/headquarters including co-located head office functions", reflecting the development specified in the qualifying request, yet Requirement 32(1) fixes only	The issue of 'co-location' has been addressed above. As regards the quantum of office space provided within the campus, the attempt of Prologis is to query the extent of provision. The Section 35 Direction stipulated no minimum extent, nor was any such minimum extent identified anywhere in the application documents. In such circumstances, to require the ExP or the Secretary of State to impose such minimum in the body of the requirement would not be appropriate. The same observations are true of any 'maximum' provision. The Applicants maintain that the only yardstick applicable is that of the campus containing some area of co-located office function, which office function/provision must be ancillary to the primary use. The question of what is appropriate by way of ancillary provision is a matter of planning judgement, and would be subject to potential enforcement. As regards the complaint levelled by Prologis that 10% of the total gross floorspace would not satisfy the requirement for a 'substantial' campus, such assertion is roundly rejected. There is (quite properly) no definition/clarification in the Section 35 Direction as to what would amount to a 'substantial campus'; that matter is left to the developer, subject to oversight by the ExP/SoS as to reasonableness. In circumstances where the such campus would amount to 10% - some 30,000sqm of floorspace (equivalent to 3ha or 2.76 football fields) – the Applicants maintain that such very significant area is properly presented as being 'substantial' for the purposes of the Section 35 Direction.

	a floor of 10% of total gross floorspace and, as noted above, imposes no control over how much (if any) of that floorspace comprises genuine co-located office functions (whatever that may mean), A bare 10% minimum, capable of being satisfied by no more than token ancillary office provision in any relevant unit, cannot properly be characterised as delivering the substantial campus specified in the Direction. The lack of clarity is also problematic in practical terms. It is difficult to see how the requirement is to be discharged, how it links to the development consent, or how compliance is to be monitored and enforced, given that there is no identification of which units must deliver the "campus" or in what measure. Nor is it apparent how an occupier could take a lease of a unit with any confidence as to whether that unit is required to provide co-located office functions, which requirements apply to it, and which works order areas are engaged, and therefore whether it would be lawfully able to occupy the unit in accordance with the development consent. A requirement that cannot be understood or applied with that degree of certainty is unlikely to be effective in securing the campus that the Section 35 Direction requires.	
9	**Highways** (Paragraphs 8.1 – 8.5 of [**REP6-100**]) As to bus provision, SEGRO's response to Prologis's Joint Position Statement with the Trent Barton bus operator confirms that it is in materially the same position as Prologis. It points to positive and ongoing engagement with bus operators, but to no firm commitment to any actual service diversion. SEGRO's own DCO documentation contains no evidence of any agreed service diversion or arrangement with a bus operator, but only a general statement in its Sustainable Transport Strategy that discussions indicate a willingness to serve the development. SEGRO's Deadline 5 submissions also comment at length on the Sustainable Transport Strategy for the Joint Application, in which SEGRO mischaracterises the provision at the transport hub and again seeks to compare the two schemes. Prologis welcomes scrutiny of the Joint Application as a deliverable alternative that can secure comparable benefits without the exercise of compulsory	Prologis' response invites substantial weight to be attached to relevant stakeholders including those submitted by EMCCA. The Applicants provided a copy of EMCCA's comments on the Joint Application at Appendix D of [**REP6-042**]. EMCCA's comments on the Joint Application's Sustainable Transport Strategy are summarised as (with emphasis added): *"EMCCA acknowledges that the May 2026 updates to the Sustainable Transport Strategy and Transport Assessment demonstrate some progress, particularly in relation to ongoing engagement and the identification of potential public transport opportunities. However, <u>the updates remain largely strategic and do not yet provide enough detail to demonstrate a clear and deliverable public transport strategy</u>, including bus stop access that achieves walk distance guidance. Further information is required covering*

	acquisition powers, and it is that deliverability, rather than the fine detail of design, that is relevant to the ExP's assessment of the compelling case. The granular design and operational detail of the Joint Application's public transport arrangements is, by contrast, a matter for North West Leicestershire District Council as local planning authority in determining that application, and for continuing engagement with the relevant stakeholders and bus operators; it is properly settled at the reserved matters stage of that separate process rather than resolved by the ExP. In any event, and so that SEGRO's mischaracterisation is not left unanswered, SEGRO's account of the transport hub and its comparison of the two schemes is misleading and, in several respects, factually incorrect. The public transport strategy for the Joint Application has been developed through regular and ongoing engagement with Trent Barton, a major operator with a long track record in the region, as well as other relevant stakeholders including CT4N, EMCCA, LCC and National Highways, and substantial weight should be attached to their views. As an overarching point, the Joint Application is an outline application, such that it is neither unusual nor inappropriate for the final detail of the public transport arrangements to remain to be confirmed at the reserved matters stage. Prologis responds to the specific points raised by SEGRO as follows: (a) **Beverley Road bus stops**. SEGRO suggests that use of the Beverley Road bus stops is unattractive because passengers would need to cross the A453. That has been carefully addressed through the design of the Joint Application, which includes a comprehensive package of pedestrian and cycling improvements to facilitate safe and convenient movement between the site and existing services, including both a signalised and a non-signalised crossing on the A453 at the Beverley Road/A453 site access junction, enhanced walking and cycling infrastructure, and an enhanced crossing of Beverley Road. The Beverley Road stops are served by all Skylink services; utilising them therefore gives site users access to the full range of buses serving the A453 corridor, whilst respecting operators' stated reluctance to divert express Skylink services away from the	*service provision, operating arrangements, infrastructure standards, funding, and delivery mechanisms. The applicant should therefore provide further information to address the outstanding issues identified above relating to provision affecting the EMCCA Mayoral authority area."*

	A453 and thereby increase journey times to and from East Midlands Airport. (b) **Service diversions**. The Sustainable Transport Strategy does not depend on the diversion of any single bus service in isolation to achieve mode shift; it proposes a coordinated package of complementary walking, cycling and public transport measures, including connections to the range of high-frequency services serving Beverley Road. Whilst the diversion of Skylink services through the site has not been confirmed (reflecting current operator preferences), that option has not been ruled out and remains under discussion with bus operators. Given the outline nature of the application, it is not unusual that final service arrangements are yet to be agreed. (c) **Shuttle service routing**. Owing to site constraints, the internal shuttle bus 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. This has been discussed with LCC and National Highways, and the on-site routeing, frequency and hours of operation of the shuttle will be confirmed at reserved matters stage once the masterplan is finalised and occupiers are known. The EV shuttle bus is intended to serve on-site bus stops close to unit access points, facilitating movement around the site and integration with existing public transport services. (d) **Funding**. The Joint Application commits to both a Bus Fund and wider Travel Plan measures to support sustainable travel. Given the outline nature of the proposals, and that the precise public transport interventions remain to be confirmed with operators and the relevant authorities, it would not be appropriate to fix contribution values before the scope of those measures has been agreed. That approach ensures that any future funding package is proportionate and evidence-led.	

	(e) **The transport hub**. SEGRO has incorrectly described the facilities proposed at the Joint Application Transport Hub, stating that the site provides only "a single bus bay for public services, a single bay for an internal shuttle service, and a bus layover space". For the avoidance of doubt, the provision, as set out in the Joint Application Sustainable Transport Strategy, comprises: a passenger transport interchange building providing passenger shelter and travel information; one boarding and alighting bay for a 20-seater (12m) shuttle bus; one boarding and alighting bay for a 15m public service bus; one lay-by facility to allow a 20-seater (12m) shuttle bus to lay over; one shuttle bus electric charging facility; and a designated waiting area for one 15m public service bus for lay-over use. This has been developed in consultation with stakeholders, including bus operators, and, given the design of the site, there is flexibility in how the space will be used in practice. All of these facilities are capable of being used by future public bus services. The Transport Hub has therefore been designed with sufficient flexibility to accommodate public bus services in the future, should it be concluded that a change to bus routing into the site is required; the facility is not limited to the shuttle service, and the current strategy does not foreclose the greater use of the Hub by public services should operator preferences or circumstances change. (f) **Public transport capacity and environment**. SEGRO suggests that the EMG2 proposals provide materially greater public transport capacity and a superior passenger environment. That is not accepted. For the reasons set out above, the Joint Application's sustainable transport strategy is evidence-based, reflects operator preferences, and provides facilities comparable in function and benefit to those proposed by SEGRO. SEGRO's comparison of the two schemes on this basis is accordingly misconceived. As to the comments made by SEGRO in relation to the Joint Application mitigation package, the detailed design and adequacy of the Joint Application's highway mitigation is likewise a matter for the local planning authority in determining that application; what is relevant to the ExP is whether the Joint Application is deliverable as a reasonable alternative, not the fine detail of its mitigation design.	

	In any event, it is not appropriate to compare the Joint Application and DCO Scheme mitigation on a like-for-like basis, as SEGRO seeks to do. As Prologis has already submitted, the two are very different schemes – the Joint Application mitigation is focused on Finger Farm roundabout, whereas the EMG2 proposals address M1 Junction 24 – and each delivers strategic benefits in its own right. The proper question is not which package is the more significant, but whether each scheme's mitigation adequately addresses that scheme's own impacts.	
10	**Further Matters** (Paragraphs 9.1 – 9.2 of [**REP6-100**]) In response to Action Point 34, SEGRO suggests that the Southern Land could be accessed via a reconfigured motorway service area. Notwithstanding Prologis's response to Action Point 34 (which explains why such access could not in fact be achieved), if SEGRO is right the consequences run directly against its own case: (a) An independent means of access to the Southern Land that does not depend on the Prologis/MAG Land[11] makes development of the Southern Land in a no-DCO and no-CA scenario more likely and correspondingly reduces the need for and the benefits that can be attributed to the exercise of compulsory acquisition powers. (b) It removes SEGRO's argument that development could not come forward because Prologis would hold it to ransom or would decline to co-operate, since on SEGRO's own case SEGRO could take its own access. (c) It undermines any suggestion that the access Prologis proposes from the Prologis/MAG Land into the Southern Land would predetermine what happens on the Southern Land, since an alternative access would exist. Finally, SEGRO have submitted a further objection to the Joint Application to North West Leicestershire District Council dated 3 July 2026. Prologis does not	The ExP's question posed at Action Point 34 recognised that an alternative means of access was theoretical. The Applicants response [**REP4-035**] recorded that no such alternative means of access forms part of the proposals. The theoretical points advanced by Prologis at items (a) to (c) do not fall to be considered. The Applicants position remains that development of the EMG2 Main Site in phases is not viable for the reasons summarised in paragraphs 62 to 69 of the Applicants' Viability Appraisal [**REP1-027D**] see also Mr Cottage's observations at Annex L to [**REP4-033**].

[11] Note that Prologis does not accept that access across its land is an impediment to delivery of development on the Southern Land.

	consider that it contains any material new information beyond that to which Prologis has already responded, and it will provide a full response to the local planning authority in due course. However, Prologis draws one point of relevance to the ExP's attention now. In pressing its objection, SEGRO alleges that the grant of planning permission for the Joint Application would be likely to prejudice the delivery of the DCO Scheme. It is difficult to see how this could be the case, were the Secretary of State to accept the case for the DCO, the CA powers would enable SEGRO to take control of the Prologis/MAG Land, irrespective of any earlier planning permission. Conversely, if the Secretary of State does not accept the case for the DCO, there would be nothing left for the grant of planning permission to prejudice. In either scenario, SEGRO's contention that the grant of planning permission would impede the DCO Scheme does not withstand scrutiny. The ExP may wish to invite SEGRO to explain how, in the light of these points, it maintains its position that the grant of planning permission would be likely to jeopardise delivery of the DCO development, and to set out its implications of that suggested impediment to delivery for the advice to be given to the Secretary of State.	
11	**ExP Third Written Set of Questions: Q1.0.1 – National Planning Policy Framework [PD-028]** All parties are requested to consider the draft National Planning Policy Framework published in December 2025 and set out if and how any changes in government policy from the December 2024 version of the National Planning Policy Framework, if the December 2025 version were published, would affect the consideration of the proposed developments. If an updated National Planning Policy Framework is published after the issue of ExQ3 but before deadline 6, then please consider the updated framework and make submissions accordingly. **Prologis's response is set out in full at [REP6-101D]. In summary, and so far as relevant, Prologis states:** "… the policies in the draft NPPF … make the policy context for the promotion of such development under the Town and Country Planning Act 1990 even more supportive than before. This necessarily increases the prospects that planning permission would be forthcoming on the Prologis/MAG land and the Southern Land …"	Following the publication of a revised NPPF on 17 August 2026, the Applicants confirmed at Deadline 6a on 18 August that they would update its policy compliance tracker at Appendix 1 of the Planning Statement [**REP4-016**] and has been submitted at Deadline 7. That update also addresses the ExP's request to all parties in its Rule 17 letter dated 20 August 2026.

12	**ExP Third Written Set of Questions: Q7.0.2 – Revised guidance on the compulsory purchase process [PD-028]** On 17 June 2026 MHCLG published updated Guidance on the compulsory purchase process. The applicant and all affected persons are invited to make comment on the changes between that and the previous January 2025 version insofar as they relate to the proposed development and the associated request for compulsory acquisition. **Prologis's response is set out in full at [REP6-101D]. In summary, and so far as relevant, Prologis states:** "Prologis has reviewed the updated Guidance on the Compulsory Purchase Process published by MHCLG on 17 June 2026 (the "Updated Guidance") and compared it against the previous version published in January 2025 (the "2025 Guidance"). … The Government has recently published new National Infrastructure Planning Guidance but has decided not to make any changes to the relevant guidance here, namely Planning Act 2008: procedures for the compulsory acquisition of land (the CA Guidance). The CA Guidance is not expected to be reviewed until 2027. The submissions made on behalf of Prologis have consistently been directed to the application of the CA Guidance and that will continue to be appropriate unless and until that guidance is replaced. In those circumstances, the changes identified in the Updated Guidance are unlikely to have a material difference to the outcome in this case. Nonetheless, the fundamental principles articulated in the Updated Guidance – in particular that compulsory acquisition should only be pursued where there is a compelling case in the public interest, and where reasonable efforts have been made to acquire the land by agreement – are common to both regimes, are substantially unchanged from the 2025 Guidance, and remain directly material to the ExP's consideration of SEGRO's request for compulsory acquisition powers in this case.	The Applicants' refer to their response to ExQ3 Q7.0.2 [**REP6-043**]. Prologis identifies two changes. The first concerns the removal of words indicating that compulsory purchase is to be a measure of last resort. The Applicants note that Prologis reaches the same conclusion as the Applicants, namely that this change will not affect EMG2 nor the assessment of its request for compulsory purchase powers. The second change relates to engagement and attempts to acquire land and rights by agreement. The ExP will be aware that the Applicants and Prologis are opposed on this matter and that the Applicants contend they have made multiple and repeated attempts to engage with Prologis and EMA prior to Prologis acquiring an interest in the site. The Applicants enclose a chronology of engagement from November 2024 to date at **Annex A**.

	The changes between the two versions that are of potential relevance to SEGRO's request for compulsory acquisition powers are, in summary, twofold. First, the characterisation of compulsory purchase as a measure "intended as a last resort", which appeared at paragraph 2.8 of the 2025 Guidance, has been removed; the Updated Guidance instead describes compulsory purchase at paragraph 2.8 as "intended to secure the assembly of all the land needed for the implementation of projects where attempts to acquire the land by agreement have failed". That change of language does not indicate any substantive dilution of the underlying requirements of the compelling case test and does not make any material difference in this case. The first point to observe is that the phrase is not used in the CA Guidance and the change does no more than align the Updated Guidance with the guidance that continues to apply here. Second, the substance of the expectation – that an order should only be made where there is a compelling case in the public interest and meaningful efforts have been made to acquire the land by agreement – is retained, and indeed the Updated Guidance continues to require the acquiring authority to demonstrate that it has taken reasonable steps, through direct engagement, both to understand the impact on affected parties and to attempt acquisition by agreement. The change of language is not accompanied by any removal or dilution of the substantive requirements that are reflected in the CA Guidance and which led to compulsory purchase being characterised in that way. For example, the requirement to have negotiated genuinely and to have explored alternatives before resorting to compulsion remains; it presupposes that attempts to acquire by agreement have been made and have failed, which is not the position here. As to the substance of the engagement expectations, the Updated Guidance carries forward the requirement, unchanged from the 2025 Guidance, that an acquiring authority take reasonable steps, through direct engagement, both to understand the impact of the exercise of compulsory acquisition powers on affected owners and occupiers and to attempt to acquire the relevant land and rights by agreement. It continues to make clear that the reasonable steps required will depend on the circumstances, that a single attempt to engage an affected party without eliciting a response is unlikely to be sufficient, and that engagement should be undertaken early and sustained throughout the process. These expectations reflect and reinforce the duty under the CA Guidance on which Prologis has consistently relied. For the reasons set out in Prologis's earlier	

	submissions, SEGRO's engagement with Prologis has not met that standard: it has not been genuine, informed, open-minded or timely, and no substantive negotiation took place with Prologis before the DCO Application was made. The Updated Guidance also continues to confirm, consistently with the 2025 Guidance, that where landowners or others have put forward their own proposals for the use or development of land included within an order, the confirming authority will consider whether the purpose for which the land is sought could be achieved by other means, including the appropriateness of any alternative proposals and whether they are capable of being implemented in a timely manner. This underlines the materiality of Prologis's case that SEGRO has failed to explore, or genuinely to engage with, the reasonable alternatives to compulsory acquisition that Prologis has advanced – including the Access Option and a Joint Venture – and has not discharged the duty to explore all such alternatives. The Updated Guidance also reiterates, again consistently with the 2025 Guidance, that the purposes for which an order is made must justify the interference with the human rights of those affected, with particular reference to Article 1 of the First Protocol to the European Convention on Human Rights and, in the case of a dwelling, Article 8. Consistent with Prologis's submissions, the private loss to Prologis – which crystallises upon the grant of compulsory acquisition powers rather than only upon their exercise – must be given full weight in the public-interest balance the Secretary of State must strike. In summary, the changes introduced by the Updated Guidance do not assist SEGRO's case and its continued emphasis on early, genuine and sustained engagement, on the proper consideration of alternatives, and on deliverability reinforces the deficiencies in SEGRO's case for compulsory acquisition that Prologis has consistently identified."	
13	**ExP Third Written Set of Questions: Q7.0.5 – Viability [PD-028]** In Annex 7A to the 'Applicants' Response to Examining Panel's Second Written Questions' [REP4-036] in the entry for 9 March 2026 it is noted that the applicants' suggested a meeting to update Prologis "on progress in getting landowner consent to release terms of its Option Agreement".	The Applicants disagree that an increase in the price of the Aldridge land through indexation would materially undermine the viability of the DCO Scheme. By way of illustration to support the Applicants' position, Mr Cottage's first report was issued in April 2026 when the RPI stood at 414.4. The RPI for July 2026 (the latest date for which data is currently available) was 419.1. Even if the price of the Aldridge land

	Given how the sentence is drafted, the ExP assumes that this relates to land in which the applicants have an interest. Could the applicants confirm whether this interpretation is correct. The entry also "suggests a meeting," but it is not clear whether this took place. Could all three parties confirm. Finally, assuming the ExP's interpretation of the sentence is correct, it is reasonable that this will affect the £225,000 (with inflation) per acre utilised in the applicants' valuation exercise. Could the applicants set out the implications of this in his regard. **Prologis's response is set out in full at [REP6-101D]. In summary, and so far as relevant, Prologis states:** "…Whilst Mr Cottage, on behalf of SEGRO, has confirmed that the figure of £225,000 per acre is subject to RPI indexation, he has not advised as to the date at which the figure of £225,000 per acre applied so that the ExP and Prologis can calculate the RPI indexation that should be applied since that figure was calculated. It is clear from the Office of National Statistics that the RPI index continues to climb markedly such that this cost will have increased even since the date of his Report and is likely to continue to do so for the foreseeable future. In the absence of any evidence that the Applicant has negotiated a reduction in the land value payable under the Option Agreement, it is clear that the increases in the RPI will only further undermine the viability of the Applicant's scheme."	was to have increased in line with RPI over that period, it would only be by 1.1%. This would amount to £364,650, which is slightly less than 0.001% of the total cost of the DCO Scheme. It is untenable to suggest that an increase in the price of the Aldridge land through indexation would materially undermine the viability of the DCO Scheme.

APPENDIX 5

RESPONSE TO SUBMISSIONS MADE BY EAST MIDLANDS INTERNATIONAL AIRPORT LIMITED AND EAST MIDLANDS AIRPORT PROPERTY INVESTMENTS (INDUSTRIAL) LIMITED (EMA) AT DEADLINE 6

Submissions received at Deadline 6 [REP6-091D] and [REP-6-092]		
No.	**Matter**	**Applicants' Response**
1	**Traffic and Transport** CTMP (Paragraphs 4.1 – 4.2 of [**REP6-091D**]) EMA welcomes the changes made by the SEGRO to the draft CTMP which finally now recognises the significance of the Airport as one of a number of key stakeholders. However, the CTMP only commits SEGRO to obligations relating to communication, co-ordination and notification: even with its monitoring and escalation measures, it provides little comfort for EMA should issues arise, and even then, only after harm has been done. EMA therefore submits that requirement 11 of the draft DCO (construction environmental management plan) should be revised to require the local planning authority to consult EMA as part of the discharge of that requirement. In this connection, please also see our response to ExQ3 13.0.1.	EMA were not identified as a consultee on the discharge of the requirements in the EMG1 DCO, which permitted development closer to the airport and was delivered successfully by the Applicants. EMA raises no complaint in that regard. A plan illustrating the distances between key features within the EMG1 and EMG2 Main Site and the EMA runway is enclosed at **Annex B**. That plan illustrates that EMG1 was adjacent to the airport's operational land. By contrast, the EMG2 Main Site will be located three times further away, is not located on the approach or departure flight paths and there is intervening built development comprising the airport's Cargo Terminal, warehousing and Pegasus Business Park. The Applicants continue to engage closely with East Midlands Airport (EMA) regarding the ongoing operation of EMG1 and maintain a positive and constructive working relationship with the airport. The Applicants also have significant experience of developing, owning and managing assets in close proximity to major international airports. This includes substantial holdings and development projects around Heathrow Airport, including both landside and airside facilities, as well as at Stansted Airport, which is

		also owned and operated by Manchester Airport Group, and previous holdings at Gatwick Airport. Through these projects, the Applicants have established a strong track record of working collaboratively with airport operators, delivering development adjacent to operational airports, and managing the interface between commercial development and critical airport infrastructure. The Applicants have made appropriate changes to the CTMP and provided appropriate updating to the Protective Provisions in favour of EMA; consistent with the provisions EMA has requested for the Joint Application that it is promoting with Prologis on the nearest part of the site to the airport.
2	A453/Beverley Road Roundabout (Paragraphs 4.3 – 4.7 of [**REP6-091D**]) It remains the case that no modelling results have been provided for this junction. As this forms the access point to the site it is critical the capacity of this junction is known as it could affect the operation of the Airport: this roundabout forms one of the key entry points to the Airport and business park and as such its operation is critical. This junction formed part of the VISSIM model. The model results presented previously by SEGRO, showed results for each junction in the model except this one. When this data was requested EMA's transport consultants SCP were informed that the "Queue results are not readily available for the A453/Beverley Road Roundabout because they are embedded in the VISSIM model results". This is difficult to understand when this data is available for the other junctions in the model. When SCP asked the same question again it received a response to indicate that "the journey time results for Route 16 are relevant to the A453/Beverley Road junction and show a reduction in Stage 2A compared to Stage 1A, highlighting that there would be an overall betterment to the operation of the	The Applicant refers to the table in Annex E of its response to Deadline 5 submissions [**REP6-042**] which includes modelled queue lengths at the A453/Beverley Road roundabout demonstrating how they would be minimal and the roundabout would operate well within capacity.

	junction. The latent demand also improves, showing that more traffic is able to enter the VISSIM network in Stage 2A compared to Stage 1A". However, again this does not provide a response to the question asked. It is unacceptable that at this late stage in Examination, SEGRO appear unable to provide the raw modelling results that would enable EMA to satisfy itself on the future operation of this key roundabout.	
3	M1 Junction 24 Paragraphs 4.8 – 4.10 of [**REP6-091D**]) With regards to Junction 24 of the M1, the application demonstrates that the mitigation suggested can accommodate the development traffic which is not in dispute. During issue specific hearings, BWB indicated that they had undertaken a series of assessments to understand if alternative (lesser) mitigation schemes could be implemented. It was stated that the other schemes assessed could not accommodate the development traffic and the scheme applied for was the only one that could accommodate the development. SCP asked to see the assessment of those alternative solutions, but this assessment work has never been made available to verify BWB's statements. The ExP will recall that EMA/EMIAL consider this to be important given the weight that SEGRO place on the benefits generated by the junction improvements in their Planning Statement and Statement of Reasons. EMA/EMIAL explained this in more detail in their Deadline 3 submission: REP3-059, section 7 and especially paragraph 7.6.	The Applicant refers to its response at Item 4, Appendix 3 to the Deadline 5 submissions [**REP6-042**]. The highway mitigation meets policy requirements in the National Networks National Policy Statement and National Planning Policy Framework and will ensure there are no unacceptable impacts to capacity or highway safety on the Strategic Road Network and is the correct solution to mitigate the impacts of the EMG2 development.
4	ExP's Schedule of Changes to the dDCO Paragraphs 5.1 – 5.5 of [**REP6-091D**]) In document REP5-008D the ExP proposes the following definition of "advanced manufacturing" should be included in Article 2(1): "*advanced manufacturing" means manufacturing within the automotive, aerospace, life sciences (pharmaceuticals and other biotechnology), clean energy or food and drink sectors.*"	The Applicants included an updated definition at Deadline 6 [**REP6-008D**]. The Applicants consider the alternative definition identified by EMA is less precise with associated difficulties for enforceability.

	EMA and EMIAL submit that the proposed definition is too broad. It is crafted by reference to sectors, not to the techniques that businesses in those sectors might use. For example, there may be techniques involved in food manufacture such as mincing meat that do not require any advanced methods of manufacturing. A better definition may be found in the list of definitions in the Government's Industrial Strategy: Industrial Strategy Sector Definitions List - GOV.UK *Advanced Manufacturing comprises production processes that integrate advanced science and technology, including digital and automation, to manufacturing. These processes rely on:* • *research and development (R&D)* • *innovation* • *specialised knowledge* • *knowledge networks* • *a highly skilled workforce* EMA and EMIAL submit that the above definition would be more effective in establishing the level of control that the ExP appears to be seeking.	
5	**ExP Third Written Set of Question: Q7.0.4 Prologis Land** [**PD-028**] In paragraph 27 of Annex L to the 'Applicants' Response to Deadline 2 and 3 Submissions' **[REP4-033]** it is stated that the applicant was an "underbidder" for the Prologis Land. Could EMIA confirm whether the applicants were 'underbidders' in the full sense of the term, that is at a lower price than that paid by Prologis. The ExP is not interested in the amount, rather whether it was less than the applicants' bid, or whether it was in different terms, and if so, the nature of those terms.	It was Prologis, not SEGRO, who first referred to SEGRO as "an unsuccessful underbidder" in their Relevant Representations (Para 11.3 RR-024D) and SEGRO were also described as such by Leading Counsel for Prologis at CAH1. EMA are correct that SEGRO was not a participant in the procurement process for a development partner. This was because SEGRO were not invited to participate in that process (as explained in paras 1.16 and 1.17 of Appendix 5 in SEGRO's response to EMA Relevant Representations (REP1-051D)). Nonetheless, as is confirmed by EMA's

	EMA's response [REP-6-092] states: "The reference to "Prologis Land" in the question requires some clarification. The land which Prologis currently has a freehold interest in was acquired from the Jarrom family directly by Prologis. EMA or EMIAL had no involvement in this process. Where the question refers to "Prologis Land" it appears to be referring to the land currently owned by EMA and EMIAL over which Prologis has the benefit of an option agreement. The conclusion of that option agreement was the outcome of a procurement process for a developer partner to deliver the Joint Application, which SEGRO did not participate in. That procurement process took place after SEGRO had chosen to pursue a section 35 direction with the ultimate aim of securing powers of compulsory acquisition over EMA/EMIAL's land, an action which EMA/EMIAL viewed as inappropriate towards a fellow Freeport Board member. SEGRO made a number of offers to acquire the relevant land outside of the developer procurement process. However, given that such bids were not made on the basis of becoming a developer partner to deliver the Joint Application, they were on fundamentally different terms to those offered by Prologis. Accordingly it is not appropriate to compare SEGRO's offers with the bid made by Prologis in a formal procurement process context. The only underbidders to Prologis were the other candidate developers who took part in the procurement process."	response to Q7.0.4, notwithstanding SEGRO continued to try and achieve agreement with EMA. It is clear from EMA's response to Q7.0.4 that the offers made were rejected as a matter of principle on the basis that they were not based on the delivery of the development pursuant to the Joint Application.
6	**ExP Third Written Set of Questions: Q7.0.6 Plots 2/18, 2/20, 2/23 and 2/25** [PD-028] Could the applicants please explain why it needs to compulsorily acquire all interests in these plots and why Work 19 could not be delivered by the temporary possession of land and permanent acquisition of rights?	The Applicants refer to its position articulated in response to ExQ3 Q7.0.6 [REP6-043]. The Applicants are in ongoing private treaty negotiations with EMA regarding the possibility of acquiring land required for DCO Works No.19 and the Active Travel Link (DCO Works No.14). The Applicants position remains that in the absence of a settled agreement, powers of compulsory acquisition

	As NWLDC, LCC, Castle Donington Parish Council, EMA and National Grid Electricity Distribution (East Midlands) plc all have interests in these plots they are also invited to comment. **EMA's response [REP-6-092] states:** "EMA sees no justification for the applicants needing to compulsorily acquire all interests in Plot 2 2/23 to deliver Work 19: a compelling case in the public interest has not been made out. EMA's position on the proposed permanent acquisition of Plot 2/25 is similar to that being advanced in respect of Plot 2/6 - the Active Travel Link. The Applicant has not explored reasonable alternatives to permanent acquisition, such as temporary possession and permanent acquisition of rights. Further, EMA has said previously that if the need for the Active Travel Link is not accepted by the Secretary of State, that potentially also undermines the case for compulsory acquisition of plots for Work 19 as part of the same active travel network proposed by the applicants. EMIA has the benefit of rights over Plot 2/25 related to service media and the maintenance of boundary structures as contained in a Transfer dated 31 March 2017 for the benefit of neighbouring land. The corresponding Work No on Plot 2/25 is Work 19 and listed on Sheet 2 of the Works Plans [APP-028D] as "L57 Footpath Upgrade Between Diseworth Lane and Moira Dale". EMIA requires a commitment from the Applicant that if it is granted permanent acquisition of Plot 2/25, the rights and covenants benefiting EMA (as transferor) in the Transfer dated 31 March 2017 will not be extinguished.	are necessary in case those negotiations prove unsuccessful.
7	**ExP Third Written Set of Questions: Q8.4.1 and 9.0.2 Protective Provisions in favour of EMA [PD-028]** In its document 'Applicants' Response to Deadline 4 Submissions' [REP5-033] the applicants state "the protective provisions included in the dDCO submitted at Deadline 5 represent the wording proposed by the Applicants which aligns with the proposed conditions approved by EMIA for the Joint Application, suitably adapted to apply to the DCO/MCO Scheme. The Applicants await	EMA's justification for seeking different protective provisions to those applied to the Joint Application is that there will be no further opportunity to address matters of detail at a later stage. Requirement 7 (detailed design approval) of the dDCO [**REP6-007D**] prevents development commencing until further detailed design has been submitted and approved. The differentiation EMA relies on does not exist and the Applicants have responded to each

	reasoned justification why the DCO/MCO Scheme should be subject to more stringent and onerous requirements." EMA are requested to provide a copy of the proposed conditions recommended by EMIA for the Joint Application. The ExP notes in the draft SoCG between the applicants and EMA [REP5-048] that "EMA would typically expect the level of detail agreed in terms of operational safety matters to be resolved at reserved matters stage for those proposals. EMG2 is a development consent order, meaning the level of detail to be secured in the terms of the consent must be negotiated and secured now, prior to determination of the application". However, the decision of the Supreme Court in C G Fry & Son Limited v SoSHCLG [2025] UKSC 35 makes clear that conditions of this type should be finalised at the grant of permission stage; in the case of the Joint Application or Isley Woodhouse developments meaning the outline stage. Therefore, the conditions/ requirements for all the projects should effectively be the same, subject to any variations due to specific site location or other project specific matter. Other than amendment for a development consent order, should EMA seek different protective provisions for this proposal, EMA should set out in a 'provision by provision' basis why alternative provisions different are required from those sort on the Joint Application and Isley Woodhouse application. **EMA's response is set out in full at Appendix 1 of [REP-6-092]. In summary, and so far as relevant, EMA states:** "The Applicant's position on EMA's protective provisions is set out at Deadline 4 (DCO Document 7.13 Applicant's Response to Deadline 2 and 3 Submissions): *The Applicants note the response and confirm that discussions regarding aerodrome safeguarding remain ongoing, including in respect of draft protective provisions. EMA proposed draft Protective Provisions at Deadline 1; however, these are not acceptable to the Applicants. In particular, they represent a significant departure from what was agreed at EMG1 and from the approach adopted by EMA, as aerodrome operator and statutory consultee, in*	EMA proposed protective provision at item 7.1 below to identify how the matter is already addressed within the suite of application documents or by operation of the protective provisions and requirements. The Applicants and EMA have maintained a constructive and cooperative working relationship on a day-to-day basis in the delivery and subsequent operation of EMG1, including most recently in respect of the installation of photovoltaic panels on units at EMG1 and collaboration on sustainable transport for employees. The nature and extent of EMA's objections to EMG2 in its capacity as statutory airport operator are therefore somewhat surprising and, in the Applicants' view, are not reflective of the practical reality of that ongoing relationship. Consequently, EMA's objections should not properly be assessed in isolation as the airport operator. EMA is simultaneously promoting the Joint Application, a directly competing proposal for the same land, and this provides the necessary context within which EMA's representations should be evaluated. EMA has asserted that it requires bespoke protective provisions which are materially more prescriptive and onerous than those it has proposed in respect of the Joint Application or at Isley Woodhouse. EMA has sought to justify those provisions on the grounds set out in [**REP-6-092**]. The Applicants do not accept that justification, for the reasons set out in their response in this Document DCO 7.27. The Applicants consider that the protective provisions contained in Part 6 of Schedule 13 of the draft DCO submitted at Deadline 7, are sufficient to safeguard the operation of the airport. The ExP must consider whether EMA's demand for bespoke protective provisions is proportionate to any genuine safeguarding need. In particular, the ExP may wish to consider whether the cumulative effect of EMA's approach — combining a maintained objection, non-standard protective provisions, challenges to compulsory acquisition, and the simultaneous promotion of a competing scheme — is such as to delay or

	respect of both the Joint Application and the planning application for the Isley Woodhouse Development (see Annex D). EMA has provided no justification as to why the DCO Scheme should be subject to more stringent and onerous requirements than those imposed in connection with either of those two developments. EMA does not accept this position and will demonstrate that the protective provisions replicate the vast majority of the terms of the planning conditions proposed for the Joint Application. Where there is divergence between the two, this is solely due to the need for bespoke drafting in the DCO (which follows established precedent, including EMG1) or where further details are expected to be submitted at reserved matters stage for the Joint Application, which would not be possible in the DCO context. The ExA cites C G Fry & Son Limited v SoSHCLG [2025] UKSC 35 as authority for the principle that conditions must be secured at outline stage if further details are to be required from the applicant at reserved matters stage. EMA does not dispute this fact and indeed considers it is acting in accordance with it. As the summary below will demonstrate, EMA has recommended a series of framework planning conditions in the outline planning application comprising the Joint Application. Further details under these framework conditions is expected to come forward at reserved matters stage where the Joint Application is granted. By contrast, the EMA preferred protective provisions for EMG2 include both the framework condition contained in the outline planning application and extend to the detail which will be required at reserved matters stage. This is entirely necessary, because there will not be a reserved matters stage for EMG2. The development consent order - as a statutory instrument - will provide the four corners of the consent within which the Applicant will be bound. On that basis, the issue is solely a temporal one. Whereas the Joint Application will be subject to framework controls in the outline permission, built up and supplemented by detailed controls at reserved matters stage, the DCO must include protective provisions which satisfy both the framework and the detail now, as there will be no further opportunity to address matters of detail (as would be the case in the Town and Country Planning context) at a later stage. As such, it would be inappropriate to simply copy across proposed	impede the DCO process in furtherance of EMA's own competing development interest. The disproportionate nature of EMA's response is underscored by the fact that EMG1 is situated closer to the airport than the EMG2 Main Site, yet the protective provisions sought in respect of the EMG2 Main Site are materially more onerous than those which have operated satisfactorily in relation to EMG1 (see plan at **Annex B**. If the ExP considers the protective provisions in Part 6 of Schedule 13 of the draft DCO to be insufficient to protect the operation of the airport and is minded to prefer some or all of the EMA's proposed provisions, the Applicants have put forward an amended set of protective provisions at **Annex C**. Those amended provisions address a number of the matters raised by EMA whilst also seeking to address the conflict of interest that arises from EMA's dual role as airport operator and as a competing developer. In particular, the amended provisions propose that the local planning authority, rather than EMA, should serve as the discharging authority for the protective provisions. In circumstances where a reasonable apprehension of bias arises, it would not be appropriate for EMA to act as the discharging authority for the protective provisions, and that the local planning authority should assume that role instead. It is the Applicants' submission that EMA is seeking to deploy its statutory function as airport operator to prevent or delay the authorised development from proceeding. The disparity in EMA's treatment of the Applicants as compared with the Joint Application is a material consideration in this regard. Furthermore, EMA has not engaged in any meaningful detail with the aerodrome safeguarding material that has been submitted as part of the DCO Application and MCO Application. The disparity in approach is further underscored by EMA's public endorsement of the Junction 24 works and acknowledgement of their importance to the future operation of the airport (see Annex G of DCO 7.20 / MCO 7.20 and [REP6-042]), a position that sits uncomfortably with its objections to the scheme.

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<td>conditions on an outline planning application without properly having regard to the difference in consents and consenting procedure."</td>
<td>All the above calls into question the basis upon which EMA's objections are made.</td>
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<td>7.1</td>
<td>ExP Third Written Set of Questions: Q8.4.1 and 9.0.2 Protective Provisions in favour of EMA, Appendix 1 [PD-028]

EMA's response is set out in a table at Appendix 1 of [REP-6-092]. In summary, and so far as relevant, EMA states:

Aeronautical Safeguarding Assessment – Framework

"This is a bespoke provision in the protective provisions. It does not have a corresponding condition in the Joint Application.

The reason for this is the draft conditions in the joint application are essentially freestanding conditions which are independently discharged by submissions to the local planning authority.

The proposed structure in the DCO protective provisions is to provide a single framework aeronautical safeguarding assessment, under which all technical approvals are discharged by the airport operator.

This is simply a structuring difference and not something which creates a substantive difference in what needs to be submitted to the relevant approving body to discharge the condition."</td>
<td>The Applicants' position is that the Aeronautical Safeguarding Assessment (ASA) requested by EMA, which is not required for the Joint Application, is unjustified and is already adequately addressed in the protections offered by the Applicants in the DCO Application documentation.

EMA's claim that there will be no further opportunity to address matters of detail at a later stage is at odds with the wording of the protective provisions proposed by the Applicants and Requirement 7 (detailed design approval) of the dDCO [REP6-007D], which prevents development commencing until further detailed design has been submitted and approved.

EMA's position that an ASA is required ignores the material already submitted as part of the DCO Application. The Applicants have signposted in the table below where each of the matters listed in the requested EMA ASA are provided within the DCO Application. The table demonstrates that the matters requested represent a duplication of documents already provided and available to EMA throughout the examination, are protected by requirements in the dDCO, and/or are addressed in the protective provisions provided by the Applicants in favour of EMA and on this basis there is no justification for an ASA.

<table>
<tr><th>EMA ASA item</th><th>Where covered in DCO Application documentation</th></tr>
<tr><td>a) scaled plans, elevations and coordinates for buildings, structure,</td><td>Management Strategy for Safeguarding of East</td></tr>
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		cranes, plant and equipment showing heights	Midlands Airport [**APP-207D**] Requirement 7 [**REP6-007D**]; *Tall equipment* - EMA Protective Provisions, Schedule 13, Part 6, paragraphs 1 and 8 [**REP6-007D**];
		b) proposed finished floor and roof levels	Management Strategy for Safeguarding of East Midlands Airport [**APP-207D**] Requirement 7 [**REP6-007D**]; Parameters Plan [**REP6-006D**] EMA Protective Provisions, Schedule 13, Part 6, paragraph 8 [**REP6-007D**];
		c) an assessment of impacts upon obstacle limitation surfaces and instrument flight procedures	Management Strategy for Safeguarding of East Midlands Airport [**APP-207D**] EMA Protective Provisions, Schedule 13, Part 6, paragraphs 1 and 8 [**REP6-007D**];

		d) a wildlife management plan	Management Strategy for Safeguarding of East Midlands Airport [APP-207D] Bird Strike Hazard Management Plan [APP-118] CEMP [REP6-020D] EMA Protective Provisions, Schedule 13, Part 6, paragraphs 8 and 9 [REP6-007D];
		e) construction methodologies relevant to aviation safety	Management Strategy for Safeguarding of East Midlands Airport [APP-207D] CEMP [REP6-020D] EMA Protective Provisions, Schedule 13, Part 6, paragraph 8 [REP6-007D];
		f) temporary and permanent lighting, including highway lighting	*Construction lighting* - Management Strategy for Safeguarding of East Midlands Airport [APP-207D]; and CEMP [REP6-020D] *Permanent lighting* - Requirement 14 and EMA

			Protective Provisions, Schedule 13, Part 6, paragraphs 3, 4 and 8 [REP6-007D];
		g) glint and glare assessment	Management Strategy for Safeguarding of East Midlands Airport [APP-207D] EMA Protective Provisions, Schedule 13, Part 6, paragraphs 6, 7 and 8 [REP6-007D];
		h) wind shear assessment	EMA Protective Provisions, Schedule 13, Part 6, paragraph 2 [REP6-007D];
		i) telecommunications, radio and electronic equipment	Management Strategy for Safeguarding of East Midlands Airport [APP-207D] EMA Protective Provisions, Schedule 13, Part 6, paragraphs 5 and 8 [REP6-007D];
		j) drainage, landscaping and attenuation ponds	Management Strategy for Safeguarding of East Midlands Airport [APP-207D]

			Bird Strike Hazard Management Plan [**APP-118**] Sustainable Drainage Statement EMG2 Works [**APP-149**] Requirement 17 [**REP6-007D**]; EMA Protective Provisions, Schedule 13, Part 6, paragraphs 8 and 9 [**REP6-007D**];
		k) drone or unmanned aircraft operations	The Applicants note that no reference to drones or unmanned aircraft was included in the protective provisions in favour of EMA at Part 6 of Schedule 13 of the dDCO [**REP6-007D**]. The Applicants have always engaged with EMA before deploying the use of drones at EMG1 and have included a new paragraph 11 in the protective provisions at Part 6 of Schedule 13 of the dDCO submitted at Deadline 7.
		l) other information	*Dust, smoke control and material storage & management* - Management Strategy for

		Safeguarding of East Midlands Airport [**APP-207D**]; and EMA Protective Provisions, Schedule 13, Part 6, paragraphs 8 [**REP6-007D**]; *Access and emergency access routes* - EMA Protective Provisions, Schedule 13, Part 6, paragraph 10 [**REP6-007D**];
7.2	**Aeronautical Safeguarding Assessment – Approvals** "As above, there is no corresponding condition in the Joint Application as this is a provision in the DCO protective provisions which addresses issues specific to the giving of approvals under the aeronautical safeguarding assessment."	EMA accepts that there is no corresponding condition in the Joint Application. For the reasons identified in the table above, the Aeronautical Safeguarding Assessment (ASA) is not necessary. Where the ASA is not necessary, then EMA's proposed 'Aeronautical Safeguarding Assessment Approvals' is also unnecessary.
7.3	**Aeronautical Safeguarding Assessment - Obstacles Limitation Service and Instrument Flight Procedure Approval** "This provision is reflected across both the Joint Application conditions and the DCO protective provisions. The trigger for the Joint Application is discharge "prior to construction", whereas the trigger for under the protective provisions is discharge "no component of the phase is to commence". EMA's position is that there is no difference between these triggers is practical terms."	Item (c) in the table at response 7.1 above.
7.4	**Aeronautical Safeguarding Assessment – Wind Shear Approval** "This provision is reflected across both the Joint Application conditions and the DCO protective provisions. The trigger for the Joint Application is discharge "prior to construction", whereas the trigger for under the protective provisions	Item (h) in the table at response 7.1 above

	is discharge “no component of the phase is to commence”. EMA’s position is that there is no difference between these triggers is practical terms."	
7.5	**Aeronautical Safeguarding Assessment – Lighting Approval** "Lighting is controlled across both the Joint Application conditions and the DCO protective provisions. The key difference is that the outline permission will not set out the location of all of the exterior lighting, which will come forward at reserved matters stage and be subject to consultation with EMA. The DCO protective provisions therefore include a tighter control on lighting, to require formal approval under the aeronautical safeguarding assessment process once the design details become known by the Applicant."	Item (f) in the table at response 7.1 above
7.6	**Aeronautical Safeguarding Assessment – Radio and Communications Approval** "The Joint Application requires a technical safeguarding assessment to be submitted to the Local Planning Authority. This has to demonstrate no harmful impacts to EMA. By contrast the EMA protective provisions don’t require SEGRO to submit that detail and instead simply restrict the use of all microwave, telecoms or electro-magnetic frequencies unless approved by the airport operator. Pursuant to the Aeronautical Safeguarding Assessment – Approvals paragraph, this approval must not be unreasonably withheld or delayed, and can only be refused at EMA’s discretion in respect of safety matters. Arguably, the Joint Application places a greater burden on the applicant than the EMA protective provisions but it is likely that if telecoms usage is required at EMG2, the same technical approval will need to be submitted as that envisaged by the Joint Application. In practical terms, there is no difference between the conditions."	Item (i) in the table at response 7.1 above
7.7	**Aeronautical Safeguarding Assessment – Glint & Glare Approval**	Item (g) in the table at response 7.1 above

	"This provision is reflected across both the Joint Application conditions and the DCO protective provisions. The trigger for the Joint Application is discharge “prior to construction”, whereas the trigger for under the protective provisions is discharge “no component of the phase is to commence”. EMA's position is that there is no difference between these triggers is practical terms."	
7.8	**Construction Activities and Crane Operations** "Whilst there is no freestanding condition dealing with crane operations in the Joint Application, the construction environmental management plan condition (see Row 9 below) prevents commencement of development until the CEMP has been approved, which specifically deals with crane operations and requires details of any such crane operations to be approved. Accordingly, there is no practical difference between the Joint Application and the DCO protective provisions on crane operations."	Items (a) and (e) in the table at response 7.1 above
7.9	**Construction Environment Management Plan** "There is no corresponding condition in the EMA protective provisions due to the fact that the CEMP is dealt with by requirement 11, which EMA is requesting a consultation right over."	The Applicants note and welcome EMA's approval of the updated CEMP stated in their representation at Paragraphs 4.1 – 4.2 of [**REP6-091D**].
7.10	**Aeronautical Safeguarding Assessment – Wildlife Hazard Management Plan Approval** "The Joint Application will contain a bird hazard management plan condition in substantially the same form as the DCO protective provisions. SEGRO has submitted a Bird Hazard Management Plan as part of the Ecology and Biodiversity chapter of the Environmental Statement forming part of the EMG2 DCO application [APP-118]. This document was drafted to inform the assessment of likely significant effects of the project, with a view to agreeing any necessary mitigation for the impacts of the scheme. The document provided by SEGRO will need to be considered by the EMA safeguarding team as part of the discharge of the relevant approvals under the aeronautical safeguarding assessment. As this document was prepared for the purposes of satisfying the requirements of the Infrastructure Planning	Item (d) in the table at response 7.1 above

	(Environmental Impact Assessment) Regulations 2017 and not the requirements of EMA under its own aeronautical safeguarding regime, further information may be requested at EMA's discretion."	
7.11	**Aeronautical Safeguarding Assessment – Drainage & Landscaping Approval** "There is no corresponding landscape and drainage condition relevant to aerodrome safeguarding on the Joint Application. This is due to the fact that the Joint Application and EMG2 contain very distinct landscape and drainage solutions. The Joint Application proposes underground containment tanks which are discharged at greenfield rates. Whereas EMG2 proposes a mix of onsite containment and a series of swales which flow into existing drainage features. The airport has a number of surface water lagoons which discharge into existing surface water drainage solutions, primarily flowing into Diseworth Brook. EMA requires suitable protections in the DCO to ensure that the airport's existing drainage system and pollution control measures are not compromised."	Item (j) in the table at response 7.1 above
7.12	**Aeronautical Safeguarding Assessment – Construction Approval** "Whilst there is no freestanding condition dealing with construction activity in the Joint Application, the construction environmental management plan condition (see Row 9 above) prevents commencement of development until the CEMP has been approved, which specifically deals with construction activity and requires details of any such construction activity to be approved. Accordingly, there is no practical difference between the Joint Application and the DCO protective provisions on construction activity."	Item (e) in the table at response 7.1 above
7.13	**Aeronautical Safeguarding Assessment – Detailed Drawings Approval** "The Joint Application does not have a corresponding condition to the DCO protective provisions clause dealing with detailed drawings approval under the Aeronautical Safeguarding Assessment. This is because this level of design detail would be forthcoming at reserved matters stage and the level of detail which EMA would be interested in and consulted on would be matters set out	Item (a) in the table at response 7.1 above

	in the Construction Environmental Management Plan set out in Row 9 above, e.g. • Details of the area(s) subject to construction activity and the storage of materials and equipment • Details of cranes and other tall construction equipment (including the details of obstacle lighting) • Control of activities likely to produce dust and smoke etc • Details of temporary lighting • Height of storage areas for materials or equipment Accordingly, the details which EMA expects to be approved under the DCO protective provisions clause are adequately secured in the Joint Application conditions under the Construction Environmental Management Plan, with further detail to be approved at reserved matters stage."	
7.14	**Aeronautical Safeguarding Assessment – Unmanned UAS Approval** "Whilst there is no freestanding condition dealing with drone approvals in the Joint Application, the construction environmental management plan condition (see Row 9 above) prevents commencement of development until the CEMP has been approved, which specifically deals with drone usage and requires details of any such drone usage to be approved. Accordingly, there is no practical difference between the Joint Application and the DCO protective provisions on drone usage."	Item (k) in the table at response 7.1 above
7.15	**Surface Access** "There is no corresponding condition in the Joint Application because only the DCO application proposes major works to the A453 junction crossing (including, via the material change request, a pedestrian phase to the signal-controlled junction). The construction works are intended to take place at the Airport's main entrance, which for operational reasons cannot be obstructed or	Item (l) in the table at response 7.1 above

	interfered with without suitable programming and alternative routes being agreed."	
7.16	**Aeronautical Safeguarding Liaison Group** "There is no equivalent condition in the Joint Application relating to an aeronautical safeguarding liaison group because the Joint Application is of a smaller scale compared with SEGRO's planned DCO. EMA require this provision as EMA will need to coordinate the construction works with the highways authorities and other third parties and there is no other means proposed by the Applicant through which this could be managed."	A Construction Traffic Management Working Group is identified in the CEMP [**REP6-020D**] (see page 58). The group will include EMA and other key stakeholders including but not limited to National Highways, Leicestershire County Council, Local bus operators, Moto and emergency services representatives. The Applicants continue to engage closely with East Midlands Airport (EMA) regarding the ongoing operation of EMG1 and maintain a positive and constructive working relationship with the airport. The Applicants also have significant experience of developing, owning and managing assets in close proximity to major international airports. This includes substantial holdings and development projects around Heathrow Airport, including both landside and airside facilities, as well as at Stansted Airport, which is also owned and operated by Manchester Airport Group, and previous holdings at Gatwick Airport. Through these projects, the Applicants have established a strong track record of working collaboratively with airport operators, delivering development adjacent to operational airports, and managing the interface between commercial development and critical airport infrastructure.
7.17	**Arbitration** "There is no corresponding provision for Arbitration or dispute resolution generally in the Joint Application, which is entirely usual.	An arbitration clause is already included in the EMA Protective Provisions, Schedule 13, Part 6, paragraph 12 [**REP6-007D**].

	This provision is precedented in EMG1. Because the protective provisions form part of the statutory order, it is common practice to include a specific clause which confirms whether the dispute resolution process under the protective provisions follows the process set out in the corresponding article of the DCO or whether a bespoke process takes effect under the protective provisions."	
8	**ExP Third Written Set of Questions: Q13.0.1 Aerodrome safeguarding [PD-028]** The ExP's understanding is that requirement 33 in the dDCO [REP5-008D] is now fully drafted. The ExP also notes EMIA reserves its position on the Operational Environmental Management Plan in relation to aerodrome safeguarding. In this context, should requirement 33 require the local planning authority to consult EMIA as part of approval process? **EMA's response at [REP6-092] states:** "EMA's position is that both requirement 11 (construction environmental management plan) and requirement 33 (operational environmental management plan) should be drafted to require the local planning authority to consult EMA as part of the discharge of those requirements, due to the significant aerodrome safeguarding concerns surrounding the construction activity and operation of the development and community park, to ensure that any CEMP and OEMP are produced in line with and consistent with the agreed aerodrome safeguarding framework in the protective provisions."	The Applicants refer to its response to the same question in [**REP-043**].

APPENDIX 6

RESPONSE TO SUBMISSIONS MADE BY PROTECT DISEWORTH AT DEADLINE 6

Submissions received at Deadline 6 [REP6-098D]		
No.	**Matter**	**Applicants' Response**
1.	**PD's response is set out in full at [REP6-098D]. In summary, and so far as relevant, PD states:** Site Selection Process and Alternatives … PD remain highly sceptical that a legitimate alternatives assessment has been conducted and the Applicant has failed to evidence the 'main alternatives' considered as part of the EIA process and under the relevant EIA regulations. Finally, we would also draw attention to the fact that (as the ExP are likely already aware) the Greater Nottingham Strategic Plan is currently subject to an EIP with hearings that took place during w/c 20th July 2026. PD would draw attention to the fact that the Strategic Allocation at the Former Ratcliffe on Trent Power Station is being debated, and there are likely to be similar cross over points on need and site selection, that the ExP may wish to pose to the Applicant and/or consider, noting that this site is also part of the Freeport. Whilst noting the ExP can only examine the scheme before them, PD would raise the issue of whether an alternate substantial brownfield site, that is less environmentally constrained and does not have the same sensitivity to nearby residential receptors could fulfil the need that is being promoted by Segro at the EMG2 site.	The Applicants do not repeat the justification of the consideration of alternatives submitted at Deadline 5 and summarised in [REP5-001]. The Applicants note PD's submissions which call for a plan lead approach. Notwithstanding that an assessment of alternative sites as part of a local plan evidence base is a different exercise, PD will be aware that the EMG2 Main Site and Community Park has been allocated in the Regulation 19 Local Plan. The Local Plan is currently out for consultation and has been prepared to meet the significant Leicester and Leicestershire strategic employment land need (Local Plan ref. EMP90). This follows North West Leicestershire District Council's plan-making process and consideration of the evidence base, including the suitability of alternative sites. The EMP90 allocation affirms the Applicants position that there is no compelling evidence of a genuinely comparable and deliverable alternative capable of meeting the same identified need.
2.	**PD's response is set out in full at [REP6-098D] and at Appendix A [REP6-099D]. In summary, and so far as relevant, PD states:**	The Applicants have undertaken significant amounts of transport modelling, detailed in the Transport Assessment [REP6-023]. More recently, additional sensitivity tests have been undertaken that model traffic from an additional 100,000sqm of mezzanine

	Highway considerations … On issues of highways impacts, PD have engaged a professional consultant to review the adequacy of the transport assessment work presented by the Applicant. This report is presented as Appendix A to this correspondence. The report seeks to consolidate the various representations that have been made to date. As noted in the report, PD consider that significant concerns remain on the reliability of the modelling. Moreover, there are a number of inconsistencies and possible errors in the way planned development and proposed mitigation affect the highway network. PD have sought an explanation on these issues from the Applicant, but have received no response, which only serves to heighten the concern of potential flaws in the work undertaken. The work undertaken by PD also notes that the A453 between the site access and the Finger Farm roundabouts would not be able to accommodate traffic levels associated with the proposed development, with some planned interventions such as the toucan crossing on the A543 exacerbating the risk of vehicle queuing back to the A453 roundabout, which in itself would lead to serious highway safety concerns. Moreover, PD have significant concerns about 'rat-running' through the village of Diseworth, due to significant predicated delays on the Kegworth Bypass and the A453 southbound approach to the Finger Farm roundabout. The Applicant has also not made any allowance for passenger growth at East Midlands Airport and fails to appropriately consider the potential for cumulative effects. Finally, the Applicant's Travel Plan presents a conflicted position with regards to the overall vision for sustainable access, lacks ambition and is likely to be undermined by the need to deliver safe vehicle and pedestrian crossing the A453, and the direct significant highway safety concerns if the A543	floorspace [**REP6-046D**)]. The results all demonstrate how the proposed mitigation would be suitable and ensure that unacceptable impacts from the EMG2 development from both a capacity and road safety perspective will not occur. The VISSIM modelling confirms that the A453/Beverley Road and Finger Farm roundabouts, located along the A453 near the EMG2 development, would operate with higher levels of capacity with the EMG2 development and mitigation in place. The Applicants refer to the queue length results of the A453/Beverley Road roundabout in Annex E of its response to Deadline 5 submissions [**REP6-042**]. Table 12 of the PRTM 2023 Sensitivity Test report [**REP6-045D**] shows that journey times on the A6 Kegworth Bypass will improve as a result of the EMG2 development and mitigation. The Applicants refer to Item 16, Appendix 7 of its response to Deadline 4 submissions [**REP5-033**], which confirms that 938 jobs have been included for at East Midlands Airport up to the 2038 assessment year. This is a figure provided by NWLDC and agreed with all other stakeholders when the modelling was being scoped. The Travel Plan has been agreed with LCC and NH and seeks to reduce single occupancy car journeys from 80% to 56% (a 24% reduction). This is a betterment to the current targets set at EMG1 and is significantly better than the vast majority of other employment developments in similar locations across the country.

	becomes congested, with queues back to the Finger Farm roundabout…	
3.	**PD's response is set out in full at [REP6-098D]. In summary, and so far as relevant, PD states:** <u>Amenity considerations</u> PD note that Q15.0.4 of the ExQ3 refers to Policy Ec2(2) of the NWLDC Local Plan and seeks the views of NWLDC as LPA and the Applicant on the extent to which the amenities of any nearby residential properties (Diseworth) will be affected. Part (2) of Policy Ec2 refers to unallocated employment sites and Part (c) specifically states that permission will be subject to (amongst the other specified criteria): 'Not being detrimental to the amenities of any nearby residential properties or the wider environment.' PD maintain the position that the amenities of a significant number of residents within Diseworth will be seriously adversely impacted during the construction and operational phases of the proposed development.	The Applicants note PD's comments and has responded to this matter within Appendix 2 of this document in response to North West Leicestershire Deadline 6 submissions [**REP6-088**]. The Applicants' position in respect of compliance with Policy Ec2(2) is set out in the Planning Statement [**REP4-016**] and also set out in the North West Leicestershire Planning Policy SoCG submitted at Deadline 7.
4.	**PD's response is set out in full at [REP6-098D]. In summary, and so far as relevant, PD states:** <u>Noise</u> The construction activities involve some significant earth works and the levels of noise and duration of these activities are likely to result in 'blight' to many of the residents of Diseworth. This is compounded by the fact that the construction working hours proposed have not been fully justified or at any point discussed with the local community. PD note that such earthwork movements can also generate issues of dust management, worsened within periods of dry weather, and note that the Applicant has faced such concerns from the local community on other	The Applicants acknowledge that construction of EMG2, including the earthworks, has the potential to result in temporary noise effects on the residents of Diseworth, but disagrees this would be considered as 'blight'. The potential temporary construction noise effects have been specifically assessed in Chapter 7 of the Environmental Statement (Noise and Vibration) [REP3-010], which included consideration of the magnitude, duration and location of activities in relation to the receptors and their sensitivity. The assessment (which can be considered worst-case) concluded that there would be no significant

	development sites they are implementing. PD has direct evidence of this specific problem on two other similar SEGRO developments On an interrelated point, PD have significant concerns that the Applicant is seeking powers within the DCO that have not been justified, in relation to the removal of the normal controls around 'statutory nuisance.' PD consider that such removal of the normal controls is unnecessary and removes an essential protection to local amenity, whereby other controls linked to a consent do not offer the necessary protection, as in this case.	adverse effects at receptors in Diseworth, although at some receptors short-term temporary adverse effects may occur. The Applicants recognise the importance of minimising construction noise and is committed to its effective control through the implementation of Best Practicable Means (BPM) and the protocols outlined in the relevant P-CEMP. This is secured under Requirements 11 and 20 (1) of the draft DCO and the Construction Noise Management Appendix of the P-CEMPs. Regarding construction working hours, these have been selected having regard to the nature and scale of the EMG2 development and the need to deliver the construction programme efficiently, avoiding prolonging the period receptors are exposed to construction noise. They are considered to provide a reasonable window for construction activities, as in practice the construction period available each day is reduced once mobilisation, site access, safety briefings, plant checks, breaks and demobilisation are considered. Furthermore, the potential effects of construction noise are not determined by the hours of work alone, but by the nature, intensity and duration of activities undertaken within those hours. As such the assessed construction effects, the proposed DCO requirements and the CEMP/P-CEMP controls are considered to provide an appropriate framework for managing these effects and require liaison with residents regarding the works. All noise, dust and vibration management on the Applicants' other sites has been carried out as per each P-CEMP, prepared in consultation with the relevant environmental health officer and approved by the Local Planning Authority.

		No enforcement action has been brought against the Applicants in respect of these matters.
5.	**PD's response is set out in full at [REP6-098D]. In summary, and so far as relevant, PD states:** Landscape and Visual … The commercial development proposed by the Applicant is of a likely size and scale such that its permanent impact and resulting effects will be highly oppressive and injurious to the amenity of the residents of Diseworth and yet, no specific residential amenity impact assessment has been undertaken by the Applicant. Moreover, as PD have previously put forward, the photomontage work as previously prepared by the Applicant does not provide a clear and accurate assessment of the overall scale and height of the buildings. In respect of the methodology, PD remain specifically concerned on the selected viewpoints that inform the LVIA and whether these viewpoints are 'representative' of the sequential experience when moving through the landscape, with regard to locally sensitive views…	The landscape and visual impact assessment of the Proposed Development (as detailed in Chapter 10 of the ES **AS-041**) includes an assessment of the visual effects of the scheme on surrounding residents, including those situated at Diseworth. This visual impact assessment work has been undertaken in accordance with the relevant guidelines (GLVIA3) and it includes a series of representative Photo Viewpoints and Photomontages; also undertaken in accordance with relevant guidelines (Landscape Institute Technical Guidance Note 06/19; 'Visual representation of Development Proposals'). This visual impact assessment work; the methodologies employed; and the location of the Photo Viewpoints and Photomontages were all previously agreed as part of the original ES Scoping and subsequent assessment work with NWLDC. See the Statement of Common Ground relating to Landscape and Visual Impacts; dated June 2026 (Doc DCO 8.3F/ MCO 8.3F [**REP6-055**]), principally paragraphs 4.1, 4.2, 4.5, 4.26 and 4.28. No supplementary and specific Residential Visual Amenity Assessment for any individual private properties was deemed necessary or requested by NWLDC during the ES Scoping or subsequent assessment and Examination process. The assessment and details included within Chapter 10 of the ES (including the accompanying Photo Viewpoints, Photomontages and the Visual Effects Table) provide an appropriate and robust assessment of the visual effects of the Proposed Development upon residents and other receptors at Diseworth. The selected Photo Viewpoints (at Appendix 10B; Figure 9 [**AS-044**]) provide a representative range of thirty views

		towards the Site and Proposed Development and were agreed as part of the ES Scoping work, as referenced above. This included consideration of people moving through the landscape. In addition, a response to the matter of sequential views was included previously at Q12.0.6 of ExQ1 [**REP1-054**].

APPENDIX 7

RESPONSE TO SUBMISSIONS MADE BY MR SUTTON AT DEADLINE 6

Submissions received at Deadline 6 [REP6-097]		
No.	**Matter**	**Applicants' Response**
1.	Mr Sutton's submissions at Deadline 6 are set out in full at [REP6-097]. In summary, and so far as relevant, Mr Sutton observes: "Purpose of this submission 1.1 I respectfully draw attention to the North West Leicestershire Local Plan Forecasting Report, May 2026 ("the LCC Forecasting Report"), prepared by Leicestershire County Council's Network Data and Intelligence Team using the Pan Regional Transport Model 2023 ("PRTM 2023"). The LCC Forecasting Report was commissioned by North West Leicestershire District Council and published on July 16th with other Regulation 19 Local Plan consultation documents ie after Deadline 5… …1.3 This submission does not suggest that the LCC Forecasting Report was prepared as an objection to EMG2, nor that it disproves the Applicant's modelling. Its importance is more specific: it provides later, strategic modelling evidence from LCC that the proposed intervention appears to transfer a bottleneck, creates an over-capacity condition at the A50 merge and requires further investigation through the Freeport's separate workstreams.	The LCC Forecasting Report was produced to provide transport evidence for NWLDC's Local Plan covering the period from 2024 to 2042. LCC's modelling includes a number of scenarios that include and exclude planned growth, including EMG2. The Stage 2 scenarios include for associated mitigation, which aligns entirely with the highway mitigation being proposed by EMG2 (and the wider EMGP consortium of developments) as explained in Section 3.4 – extract below. **3.4. East Midlands Freeport Strategic Intervention (EMFSI)** 3.4.1. The East Midlands Freeport Strategic Intervention (EMFSI) is included in the transport modelling from Stage 2a (with proposed LP & Freeport developments & EMFSI) onwards and is based on the most up to date publicly available East Midlands Freeport Consortium scheme information at the time (July 2025). This consists of: • New free-flow link from the M1 North to the A50, • New free-flow link from the A453 (Nottinghamshire-arm) to M1 South, with closure of the Derby Road arm of the M1 J24 gyratory and diversion over a new M1 bridge linking into the A453 via a signalised T-junction, • Signalisation of the Finger Farm Roundabout, • Dualling of the A453 between the Finger Farm Roundabout and the East Midlands Gateway Phase 2 (EMGP2) site access. LCC's forecasting report concludes at Paragraph 7.1.7 *"if all the interventions included in the various Stage 2 modelling stages are fully realised, either through modal shift through sustainable measures or included within an Infrastructure Delivery Plan, then they are seemingly successful in mitigating the impact that the proposed Local Plan developments have on the highway network, within the metrics defined within this report".* Therefore, not only does

	1.4 Those findings materially qualify any broader conclusion that the Junction 24 intervention constitutes a complete or fully resolved strategic highway solution… …<u>Conclusions and request</u> 7.1 The new LCC Forecasting Report does not establish that the EMG2 mitigation fails in every respect. It confirms that the proposed works produce material benefits, particularly by reducing the critical M1 northbound queue. 7.2 It does, however, establish that the wider effect is more qualified than a simple conclusion that Junction 24 congestion is resolved. 7.3 Taken together, the Examination evidence and the new report demonstrate that: a. SCP identified substantial southbound and A50 queueing after mitigation; b. the Applicant accepted that the mitigation itself increases southbound queueing by admitting more traffic to Junction 24; c. National Highways accepted redistribution of delay, possible new operational challenges and sensitivity to variation; d. the LCC SoCG supported the strategic works but left residual local-road impacts and mitigation under discussion; and e. the LCC Forecasting Report subsequently identified a displaced bottleneck at the A50 merge and expressly required further Freeport investigation.	the EMG2 mitigation ensure there are no unacceptable impacts from the EMG2 development, but it is also compatible with a wider package of mitigation being developed by the EMGP consortium, which has been modelled by LCC as part of the Local Plan evidence base, which is shown to be able to accommodate all planned growth. The statement raised by Mr Sutton that there would be significant queuing on the M1/A50 southbound approach to M1 Junction 24 as a result of EMG2 is incorrect. The Applicant refers Mr Sutton to its response at Item 7.10 of **<u>REP4-033</u>**, which explains how there would be no unacceptable queueing on the M1/A50 southbound off-slip to M1 Junction 24 from the EMG2 development. There appears to be confusion with the purpose of the LCC Forecasting Report and the EMG2 DCO. However, the Applicant confirms that the two workstreams complement each other and align in terms of the mitigation/highway interventions included for the EMG2 development, which shows that: 1. The EMG2 mitigation is an appropriate mitigation scheme that will ensure the EMG2 development has no unacceptable impacts on the capacity or safety of the surrounding network and will result in a number of beneficial impacts. 2. The EMG2 mitigation will not prejudice other planned development sites from coming forward. The mitigation is able to align with wider highway interventions being planned across the EMGP consortium to ensure that all developments can

	7.4 The central new evidential point is therefore: The LCC Forecasting Report independently confirms that the redistribution acknowledged by the Applicant and National Highways has a wider cumulative operational consequence which was not fully resolved within the evidence presented during the Examination. 7.5 I respectfully request that the LCC Forecasting Report and this submission be taken into account when considering: • the robustness and maturity of the Junction 24 mitigation; • the cumulative transport effects of EMG2 and wider Freeport and Local Plan development; • the distinction between resolving the principal SRN safety issue and resolving wider operational effects; • the necessity and proportionality of the highway works; • the relationship between the DCO works and the wider consortium programme; • the adequacy and enforceability of future mitigation and infrastructure-delivery arrangements; and • whether any additional requirements, safeguards or clarification are necessary before consent is granted. 7.6 In particular, the decision-maker should not treat agreement by National Highways or LCC support for the strategic works as establishing that all cumulative operational effects at Junction 24 and the A50 merge have been resolved. The published LCC evidence demonstrates that they have not."	deliver appropriate mitigation to ensure that there are no unacceptable cumulative impacts. LCC's forecasting report confirms that should the planned highway interventions be delivered (including that proposed by the EMG2 development), then the Local Plan is deliverable and the highway network can accommodate the planned growth.

APPENDIX 8

RESPONSE TO SUBMISSIONS MADE BY LCC AT DEADLINE 6A

Submissions received at Deadline 6a [REP6A-005D]		
No.	**Matter**	**Applicants' Response**
1	Leicestershire County Council (LCC) welcomes the following changes: 1. Alteration of the proposed public footpath along the eastern side of the EMG2 main site to a permissive path 2. Amendment of the crossing of the A453 junction at the East Midlands Airport main entrance to include a signal controlled pedestrian phase LCC raises no objection to the following change: 3. Realignment of the Active Travel Link	The Applicants note the response.
2	PRTM2023 and VISSIM traffic modelling updates – Implications for population and public health We are aware that the Examining Panel (ExP) has requested that the Applicant [PD-032] submits a Technical Note to the Examination that consolidates the PRTM 2023 general traffic modelling update and the VISSIM mezzanine traffic modelling update and demonstrates whether the cumulative effect of these updates changes any of the conclusions contained in Chapter 17 of the Environmental Statement [REP4-029]. LCC attended a meeting with the Applicant team to discuss the above on 7th July 2026. LCC received a revised Technical Note (v2) from the Applicant team for comment on 10th August 2026. LCC has reviewed this Note and unfortunately it does not address outstanding concerns, nor	The Applicants submitted the PRTM 2023 Consolidated Note requested by the ExP at Deadline 6A [REP6A-002D]. The Applicants have set out their position on impacts in Kegworth and Castle Donington at Deadline 6 [REP6-045D]. This sets out that the Applicant does not agree that there will be an impact in Kegworth and Castle Donington and therefore does not agree that a monitor and management requirement is necessary. Consequent upon the submission of the consolidated note NWLDC have confirmed that there are no adverse implications for air quality and noise impacts arising from the

	does it appear to address the ExP's request. The Note summaries the impacts of the proposed development within the villages of Castle Donington and Kegworth. However, it seeks to conclude that no mitigation is necessary, with the exception of amending two road direction signs. The Technical Note seeks to make the case that the predicted increases in traffic will not materialise on the ground and therefore no further assessment or mitigation is required. The LCC position in respect of impact on the villages of Castle Donington and Kegworth and the need for mitigation remains as set out in its deadline 6 response [REP6-089]. LCC's advice remains that a monitor and manage requirement would be proportionate to address the predicted impacts of the development. Indeed, if the Applicant's assumption that the predicted impacts will not materialise is correct, no mitigation will be required. A monitor and manage approach would allow for this flexibility with no apparent downsides to either party. It is therefore unclear why the Applicant is reluctant to include. Fundamentally, the true predicted impacts of the development on population and human health cannot be understood until this exercise of consolidating modelling information and subsequent assessment has been completed. This includes the following health determinants assessed as part of the Environmental Statement Chapter 17 which includes transport access and connections; diet and nutrition; noise and vibration; and air quality. It is also worthy of note that The Green, Diseworth was assessed in v1 of the Technical Note [REP5-042] but omitted from v2 with no explanation.	PRTM 2023 modelling **DCO 8.3E**. Notwithstanding NWLDC's position, LCC are maintaining an objection.
3	Drainage adopted by third party drainage bodies LCC is one of several bodies that will be potentially responsible for adoption of drainage in respect of this proposed development. LCC understands that only infrastructure necessary for the drainage of	The Applicants note the response which is consistent with the Applicants' submissions in [**REP6A-001D**].

	highway surface water from the Local Road Network will be offered to LCC for adoption. No other drainage systems are to be adopted by LCC. LCC in its capacity as Local Highway Authority and Lead Local Flood Authority, has statutory responsibilities in relation to highway drainage and local flood risk management. Under section 41 of the Highways Act 1980, the Council is required to maintain highways maintainable at public expense, which includes maintaining adopted highway drainage assets where necessary for the safe and effective operation of the highway. The Council also has powers under section 100 of the Highways Act 1980 to construct, maintain, cleanse and keep open drains for the purpose of draining highways and preventing surface water from affecting the highway. As Lead Local Flood Authority, the Council has duties under the Flood and Water Management Act 2010 to manage local flood risk, investigate flooding incidents where appropriate, and maintain a register of flood risk assets. These responsibilities encompass the monitoring, inspection and management of adopted highway drainage infrastructure and the investigation of significant surface water flooding events. However, the statutory framework does not impose an absolute duty on the Council to prevent or eliminate all flooding, nor does it make the Council responsible for private drainage systems, ordinary watercourses or riparian assets that are not part of the adopted highway drainage network.	

APPENDIX 9

RESPONSE TO SUBMISSIONS MADE BY PROLOGIS UK LIMITED AND PROLOGIS UK 121 LIMITED (PROLOGIS) AT DEADLINE 6A

Submissions received at Deadline 6a [REP6A-009D] and [REP6A-010D]		
No.	**Matter**	**Applicants' Response**
1	1.7 The questions posed by the ExP in respect of the Section 35 Direction address the following "options" in the event that the ExP/Secretary of State conclude that the development for which consent is sought does not correspond with the development to which the Direction applies: (a) refusal of the application; (b) variation of the Section 35 Direction; or (c) amendment of the application for development consent. 1.8 Prologis has made submissions at Deadline 4 that there were in fact only two options available, namely refusal or amendment of the application for development consent. Prologis's Deadline 4 submissions set out and explained the substantial obstacles that stood in the way of seeking to address this issue via amendment to the application. In any event, the window of opportunity in respect of that option has now closed. 1.9 At Deadline 4 Prologis provided detailed written submissions to the ExP as to why it was not lawfully open to the Secretary of State to seek to address the want of jurisdiction by means of a variation to the Section 35 Direction during the decision-making process.	**[Counsel]** The Applicants refer to it's submissions in [REP6A-001D and response at item 2 in Appendix 4 above which comprehensively address matters concerning the s35 Direction.

	1.10 Hence, Prologis's Deadline 6 submission stated at paragraph 1.3 that: "...as matters stand at Deadline 6 the application remains one that the ExP cannot lawfully recommend for approval, and for which the Secretary of State would have no power lawfully to grant consent." 1.11 SEGRO's Deadline 5 submissions in response to Prologis's Deadline 4 submissions failed entirely to engage with or respond to the substance of what had been said as to the infeasibility of either variation of the Section 35 Direction or amendment of the application. Insofar as SEGRO provided a response at Deadline 5, it sought to side-step these two issues by maintaining its position that the development for which development consent was sought was the development to which the Section 35 Direction applied. 1.12 Similarly, SEGRO has yet to respond substantively to the submissions Prologis has made as to whether all of the proposed highway mitigation works are properly to be classified as Associated Development, applying the relevant principles set out in guidance. 1.13 Prologis was therefore pleased to read in the 10 August Letter that the ExP wanted SEGRO to provide a direct response on all these matters. 1.14 In those circumstances, and mindful that simply repeating submissions made previously would be unlikely to assist the ExP, Prologis wishes to understand whether and if so to what extent SEGRO disputes the submissions it had already made on these matters, and the basis of any dispute, before exercising its right to respond as necessary at the next appropriate deadline.	

APPENDIX 10

RESPONSE TO SUBMISSIONS MADE BY EAST MIDLANDS INTERNATIONAL AIRPORT LIMITED AND EAST MIDLANDS AIRPORT PROPERTY INVESTMENTS (INDUSTRIAL) LIMITED (EMA) AT DEADLINE 6A

Submissions received at Deadline 6a [REP6A-006D]		
No.	**Matter**	**Applicants' Response**
1	3. CHANGE 2 - ACTIVE TRAVEL LINK (WORKS NO. 14) 3.1 The ExP will recall that EMA and EMIAL dispute the need the for the ATL, given the limited use that is expected to be made of it. EMA and EMIAL therefore also dispute that SEGRO has made out a compelling case for compulsory acquisition of any land needed for the ATL. 3.2 The ExP will further recall that EMA and EMIAL were concerned about the proposed alignment of the ATL and its impact on operational land. 3.3 Notwithstanding and without prejudice to their position on the need for the ATL, EMA and EMIAL have had constructive dialogue with the Applicant on the re-alignment of the ATL and can confirm that agreement has been reached on the following: 3.3.1 The change to the area of land proposed for the ATL along the East Midlands Airport at the eastern end of the runway. This reflects a reduction in the land take needed of EMA/ EMIAL owned land; 3.3.2 realignment of the ATL at the corner of the East Midlands Airport car parking; and 3.3.3 realignment of the ATL near the access to the Severn Trent Water compound.	The Applicants note EMA's qualified support for the change to the Active Travel Link. The Applicants are in ongoing private treaty negotiations with EMA regarding the possibility of acquiring land required for DCO Work No.19 and the Active Travel Link (DCO Works No.14). The Applicants position remains that powers of compulsory acquisition are necessary in case those negotiations prove unsuccessful.

	3.4 The agreed changes above are shown on the following documents: 3.4.1 Land Plan Sheet 1 of 4 [AS1-003] 3.4.2 Land Plan Sheet 2 of 4 [AS1-004] 3.4.3 Statement of Reasons (clean and tracked) [AS1-005] and [AS1-006] 3.4.4 Book of Reference (clean and tracked) [AS1-007] and [AS1-008] 3.4.5 Works Plan Sheet 2 - DCO 2.3B [REP1-008D] 3.4.6 Access and Rights of Way Plans Sheet 2 - DCO 2.4A [REP1-011D] 3.4.7 Highway Plans General Arrangement Sheet 2 – DCO 2.8B [REP1-017D] 3.4.8 Highway Plans Cross Sections Sheet 2 – DCO 2.9B [REP1-019D] 3.4.9 Highway Plans Long Sections Sheet 3 – DCO 2.10C [APP-051D]. 3.5 EMA and EMIAL also welcome the Applicant's change to the limits of deviation insofar as they relate to the ATL, as shown in article 4 of the latest version of the dDCO. 3.6 For the avoidance of doubt, the Applicant's changes made to the Statement of Reasons and Book of Reference are not contested. However, EMA and EMIAL maintain that the need for the ATL and consequently the whole of the compelling case for compulsory acquisition have not been made out.	

	3.7 EMA and EMIAL continue to engage with SEGRO with a view to entering into an agreement which, conditional upon the Secretary of State finding that there is a need for the ATL, would allow SEGRO to construct it under licence from EMA, prior to its adoption by Leicestershire County Council (LCC). 3.8 The ATL would be delivered in accordance with article 14(1), (4) and (6) of the dDCO, which provide for carrying out of "county highway works" (including Work 14) in accordance with the protective provisions in favour of LCC in Part 2 of Schedule 13, and their subsequent deemed dedication and adoption. 3.9 Such a negotiated solution would remove the need for compulsory acquisition of the freehold of the land for the ATL, leaving EMA with the ownership of the subsoil. A further update on negotiations will be provided at D7 and/or D8.	

ANNEX A

Chronology of engagement between the Applicants and Prologis from November 2024 to date

Last Updated 25/08/2026

Key

	Correspondence not included in SEGRO's chronology of negotiations
	Most recent update (SEGRO)

Date of correspondence	Form of correspondence	Status - Open/WP/StC/P&C	From	To	Subject & comments	SEGRO Comment
21-11-24	email	Open	Segro	Prologis	Notification of intention to make a DCO and seeking clarification on Jarrom land status following open competitive bidding for the land.	SEGRO initiated the dialogue, proactively notifying Prologis of its DCO intentions and seeking clarity on the Jarrom land position so that land assembly and any potential coordinated solution could be understood early.
03-12-24	email	Open	Prologis	Segro	Prologis confirms they have acquired Jarrom land - forming part of the Prologis/MAG application.	This confirmed Prologis' position on Jarrom, but did not advance any commercial solution with SEGRO. SEGRO had raised the issue first and was awaiting clarity to inform constructive engagement.
06-12-24	email	Open	Segro	Prologis	Request to confirm if Prologis has completed "deal" with MAG. Suggestion to meet in New Year (2025) to discuss a comprehensive development.	SEGRO again took the proactive step of asking for confirmation of the Prologis/MAG position and proposed a meeting to discuss comprehensive development, demonstrating a willingness to engage commercially rather than simply rely on the DCO process.
17-12-24	email	Open	Segro	Prologis	Segro requesting dates to meet in the new year (2025).	SEGRO followed up promptly and continued to press for a meeting, evidencing continued proactive attempts to open discussions.
19-12-24	email (with letter attachement)	Open	Prologis	Segro	Prologis reiterated acquisition of Jarrom land and confirmed completion of an agreement with MAG advising this comprises all the land to deliver the planning application. Prologis advised this will enable access to the land south of Hyam's Lane. Prologis invited Segro to provide dates for meeting.	Prologis confirmed its consolidated position but did not put forward agreed terms. SEGRO's earlier requests had prompted this clarification and the need for a substantive meeting remained.
06-01-25	email	Open	Segro	Prologis	Suggested dates 13th Jan - 17th Jan 2025	SEGRO continued to drive the timetable by providing meeting dates shortly after the Christmas period.
09-01-25	email	Open	Prologis	Segro	Alternative meeting dates provided - 21st -27th January 2025	Administrative response from Prologis. SEGRO had already advanced dates to keep discussions moving.
10-01-25	email	Open	Prologis	Segro	Prologis offering alternative location of Solihull.	Administrative response. The substantive commercial discussion still remained to be progressed.
21-01-25	email	Open	Segro	Prologis	SEGRO notifying Prologis of DCO public consultation period.	SEGRO acted transparently by notifying Prologis of the statutory consultation timetable, while continuing to keep channels of
12-02-25	MEETING		-	-	MEETING	Initial meeting held with Prologis to explore whether commercial agreement could be reached. Discussions commenced on potential alternatives to CA. SEGRO suggested freehold acquisition by SEGRO or JV with Prologis and an open book financial anaylsis to progress
21-02-25	email	Open	Segro	Prologis	Segro identifies a couple of potential ways forward - Option 1 - Segro acquires Prologis land (not specific on MAG land or Jarrom land) and Option 2 - Segro & Prologis form a Joint Venture (mechanism and split to be determined). No details provided.	SEGRO put forward the first clear commercial pathways for discussion, including acquisition and JV options. Although high level at this stage, this demonstrated SEGRO's willingness to agree principal terms and explore alternatives to compulsory acquisition.
07-03-25	email (with letter attachement)	WP & StC	Prologis	Segro	Prologis confirms all dialogue should be with Prologis. Prologis confirms no constrains to delivering the planning application. Prologis confirms planning application designed to facilitate future expansion south of Hyam's Lane. Prologis confirms it does not agree with CA powers over its land and that there are alternative routes to achieving the comprehensive development of the Freeport. Prologis provides response to Options 1 & 2 (in the Segro email 21 Feb 25). Prologis confirms it is opn to exploring the Joint Venture and invites Segro to provide detail on how the Joint Venture would work. Prologis further provides an Option 3 & Option 4. Option 3 sets out how access to the land south of Hyam's Lane could be provided. Option 4 suggests that Prologis could acquire Segro interets.	Prologis introduced two further options in addition to those proposed at the earlier meeting. Prologis' without considering terms indicated it did not consider one of the options (an outright purchase by SEGRO) appropriate leaving three options they were willing to consider. Prologis attempted to move the discussion away from the DCO as a delivery mechanism.
03-04-25	email	Open	Segro	Prologis	Segro acknowledging receipt of letter 7 March 2025. No response from Segro on request for details on the Joint Venture structure or arrangements. No response from Segro on the Access option proposal. No response by Segro on the acquisition proposal. Segro requests dates for a meeting to discuss.	Rather than allowing correspondence to become entrenched, SEGRO sought to move matters into a meeting and progress practical commercial discussions.
11-04-25	email	Open	Prologis	Segro	Prologis requesting response to potential option structures presented 7 March 25.	Prologis pressed for written responses, while SEGRO's position was to progress matters through direct discussion so that terms could be explored constructively.
11-04-25	email	Open	Prologis	Segro	Prologis requesting representation from LCC Highways and NH to S.42 consultation to ensure Prologs/MAG planning application is designed and masterplanned to facilitate further expansion to the south of Hyam's Lane.	Prologis requested further consultation material. SEGRO's DCO process was already progressing and SEGRO remained focused on the statutory route while continuing engagement.
22-04-25	email	Confidential	Segro	Prologis	Consultation responses provided by SEGRO	SEGRO provided consultation material, showing continued transparency and a willingness to share information where appropriate.
24-04-25	email (with letter attachement)	P&C, WP & StC	Segro	Prologis	*SEGRO response to Prologis letter of 7 March 2025.*	SEGRO responded to Prologis' 7 March letter setting out its position in respect of the four options that had been discussed and were set out in the 7 March letter. Each option was considered and two identified as being realistic including a joint venture. The letter included an offer SEGRO continued to seek to progress the commercial dialogue, while preserving its position in relation to the importance of the DCO being the delivery mechanism to deliver the whole site within the Freeport window.
27-05-25	email (with letter attachement)	P&C, WP & StC	Prologis	Segro	Prologis responding to the Segro letter of 24 April 2025. Prologis disagree that DCO represents the only route to bring land forward and explains the benefits of the Prologis/MAG application and that it provides the highway access to the Segro scheme south of Hyam's Lane. Prologis provides a response to options 1-4. Prologis seeking details and clarification on various matters.	Prologis maintained its objection to the DCO route and continued to request further clarification. No terms were advanced by Prologis at this stage, leaving SEGRO to continue to drive engagement.
11-06-25	email (with letter attachement)	WP & StC	Segro	Prologis	Segro letter with no details in response to Prologis letter of 27 May 2025. Suggestion that best way to progress is via a meeting and dates provided 7-15th July 2025.	SEGRO again sought to convert correspondence into a practical meeting and provided dates. This supports the narrative that SEGRO was actively trying to progress agreement rather than allow delay.
09-07-25	email	Open	Prologis	Segro	Prologis request to Segro in advance of proposed meeting (14 July 2025) for information to be provided which would support Segro's claim that they cannot pursue Option 3. Prologis request for assessment of viability. Prologis reqest to understand the reasons why Segro cannot pursue Option 3. Prologis suggestion that Segro's threat of CA is unjustified and suggesting there are credible alternatives.	SEGRO's view was that the arranged meeting route was the forum to address commercial and viability matters.
09-07-25	email	Open	Segro	Prologis	Segro acknowledgement of email but no confirmation that appraisals will be shared in advance or brought to the meeting. Stating that Segro will come prepared to discuss financial details.	SEGRO confirmed it would engage on financial matters in the meeting, seeking a controlled and structured discussion rather than piecemeal exchange.
09-07-25	email	Open	Prologis	Segro	Prologis suggestion that it would be helpful to run through the Segro appraisals & assumptions to undertand why Segro claim Option 3 is unviable.	Prologis continued to focus on information requests. SEGRO's position was to discuss financial details at the forthcoming meeting.
14-07-25	MEETING				MEETING	Meeting attended by SEGRO UK's Managing Director and Prologis Regional Head UK in an attempt to facilitate decision making and acelerate progress in negotiations of alternatives
21-07-25	email	Open	Prologis	Segro	Prologis shared draft minutes of Meeting with Segro. 17 bullet points. Segro did not provide vaibility appraisals as requested by Prologis.	Prologis sought to document the meeting and maintain pressure for further viability material. SEGRO remained engaged and subsequently commented on the minutes.
21-07-25	email	Open	Segro	Prologis	Segro acknowledgement of Prologis draft minutes	SEGRO promptly acknowledged receipt and kept the process moving.
21-07-25	email	Open	Segro	Prologis	Segro confirming they will revert on draft minutes and suggested dates for a meeting.	SEGRO again sought to maintain momentum by proposing further meeting dates, consistent with a proactive approach to reaching a commercial solution.
29-07-25	email	Open	Segro	Prologis	Segro provide comments to Prologis draft minutes.	SEGRO engaged with Prologis' record and provided comments, ensuring the factual position was not left solely to Prologis' formulation.
05-08-25	email (with attachment)	Open	Prologis	Segro	Prologis comments to Segro responses on the minutes.	Prologis continued to challenge the meeting record. No substantive terms were agreed and the dialogue remained procedural.
06-08-25	MEETING		-	-	MEETING - Prologis shared masterplan for Application showing how scheme safeguards route for Segro land south of Hyam's Lane.	SEGRO shared its infrastructure costs, programme and financial appraisals on an open book basis. Meeting include a Q&A on the information provided by SEGRO and was attended by property and infrastructure specialists from both parties. Information shared to facilitate effective discussion of realistic options.
08-08-25	email	Open	Segro	Prologis	SEGRO email identifying 6 draft points from 6 August 2025 meeting. Segro agreed to follow up with a proposal to Prologis in September 2025 which will include a Joint Venture option (option 2) and for Segro to acquire Prologis interest (Option 1). Segro shared their appraisal for the land south of Hyam's Lane (in isolation) which Segro stated is unviable (Option 3 - Access option).	Important proactive step by SEGRO: SEGRO committed to bringing forward proposals and shared viability material explaining why the access option was not viable in isolation. This evidences SEGRO actively trying to narrow the issues and agree terms.
12-08-25	email	Open	Prologis	Segro	Prologis request for SEGRO to share responses from National Highways and LCC highways to the non-statutory Consultation (as per request in April 2025 - to ensure Prologs/MAG planning application reflects highways feedback as part of facilitating further expansion to the south of Hyam's Lane.	Prologis sought further information. SEGRO remained focused on progressing the DCO process and preparing its September commercial proposal.
28-08-25	DCO Application Submitted					SEGRO progressed the statutory DCO route in parallel with commercial engagement, preserving delivery momentum while discussions with Prologis remained unresolved.
14-08-25	email (with attachments)	Open	Prologis	Segro	Prologis response to meeting minutes of 6 Aug 25 making substantive changes to the minutes to accurately reflect record of the meeting.	Prologis continued to focus on the meeting record. SEGRO's substantive next step remained preparation of commercial proposals.
02-09-25	email	Open	Prologis	Segro	Prologis further request for Segro to share responses from National Highways and LCC highways to the non-statutory Consultation.	Prologis repeated its request for consultation responses. This did not itself advance agreement on commercial terms.
03-09-25	email	Open	Segro	Prologis	Segro response declining request for non-statutory consultees' responses stating a summary is included in the consultation report (when PINS upload).	SEGRO maintained a proportionate position on disclosure while signposting the statutory consultation reporting route. SEGRO continued to progress the DCO and commercial proposal workstreams.
03-09-25	email	Open	Prologis	Segro	Prologis further request for SEGRO to share non-statutory consultation (not the summary) to ensure coordinated development planning.	Prologis again sought disclosure rather than moving terms forward. The repeated information requests risked diverting from the core commercial discussions.
04-09-25	email	Open	Segro	Prologis	Segro response declining request for non-stat consultees responses.	SEGRO consistently maintained its position on consultation responses while continuing to pursue commercial engagement through
05-09-25	email	Open	Prologis	Segro	5th request for SEGRO to share non-statutory consultation. Prologis explains that both National Highways & LCC highways are actively encouraging collaboration between Prologis & Segro - that collaboration is hampered if Segro resist sharing information. Prologis state that this risks undermining the credebility of the Segro consultation process and frustrates attempts to find a sollution. Prologis state that in the interests of transparecy and collaboration which will allow Prologis to deliver the schemes and facilitate access to the Segro land south of Hyam's Lane, they request Segro should share the consultation responses in full.	Prologis' repeated requests did not progress heads of terms or an agreed solution. SEGRO's position remained that statutory consultation material would be dealt with through the DCO process.
05-09-25	email (with attachment)	WP, P&C, StC	Segro	Prologis	Segro letter stating they are not able to progress the Access option but focus on providing 2 WP offers (but subject to investment Committee approval).	SEGRO put forward two options again - either outright purchase or JV - to move matters towards agreement. This included an outline structure of a JV.
15-09-25	email	Open	Prologis	Segro	Prologis confirm receipt of 5 September 25 letter and advise will respond on the 2 options set out. Prologis make further request for Segro to share non-statutory National Highways & LCC highways consultation responses still outstanding.	Prologis did not immediately substantively respond to SEGRO's offers and instead repeated consultation-response requests. SEGRO had put commercial proposals on the table.

17-09-25	email	Open	Segro	Prologis	Segro confirming amended minutes from 6th August meeting are not agreed, stating recollection of the meeting differs, do not agree with the amendments but provide no comments, substantive explanation or amendments.	SEGRO protected its position on the meeting record and avoided accepting Prologis' disputed formulation. The primary commercial route remained SEGRO's 5 September offers.
17-09-25	email (with attachment)	Open	Prologis	Segro	Prologis response to Segro email 17th September - stating Prologis made detailed minutes and belive amendments accurately reflect the meeting. Prologis invites Segro to comment specifically on what is not agreed particularly in relation to technical and viability matters (central to the DCO/CA case). Prolgis request Segro to state what is not agreed and reasons why - including the costs south of Hyam's Lane, phasing, access proposal to the Segro land south iof Hyam's LAne, build out assumptions, Segro's viability position. Prologis also request copy of Segro's viability appraisals requested at the meeting of 6th August but still not received.	Prologis continued to press on documentation and viability disclosure. This remained ancillary to the need for Prologis to respond substantively to SEGRO's commercial offers.
29-09-25	email (with attachment)	WP	Prologis	Segro	Prologis response to Segro letter of 5th September 2025. Prologis reference DCO application being withdrawn and request this time is used (with a pause before being re-submitted) to agree commercial terms (which was also suggested to Segro on the 6th August meeting). Prologis request Segro financial and viability information to properly consider the options put forward - specifically in relation to viability of the Segro DCO, to assess basis for valuation and profit share and equalisation. Prologis requets Access Option 3 (Access option) to be considered by Segro (further to 7 March 25 letter and 27 May 25 letters). Prologis again stating that Segro have not provided any material evidence to support the claim that this is not viable. Prologis states that they will provide detailed Heads of Terms for the Option 3 Access Solution. Prologis state they are willing to consider the Joint Venture option subject to meaningful negotiation of the terms which to date has not taken place.	Prologis responded almost four weeks after SEGRO's 5 September offers. The response sought more information and proposed further workstreams rather than addressing or materially advancing discussions on SEGRO's terms.
08-10-25	email (with attachment)	Open	Segro	Prologis	Segro brief response to Prologis 29 September 2025 letter - requesting parties enter and NDA in order for Segro to share financial infomration and requesting Prologis confirm it has has authroity to conclude an agreement with Segro in respect of the Prologis & MAG interests.	SEGRO took a practical step to unlock information sharing by proposing an NDA and seeking confirmation that Prologis had authority to negotiate the relevant MAG interests. This was a sensible step to avoid delay and ensure any discussions could lead to binding
14-10-25	email	Open	Prologis	Segro	Prologis provides draft NDA for Segro. Prologis confirms authoriation to act for MAG (MAG has authorised and copied on correspondence).	Prologis responded on process. This enabled SEGRO to move towards sharing confidential financial information.
14-10-25	email	Open	Segro	Prologis	Segro response to Prologis email 17 September 2025. Brief response stating Segro do not agree but not stating reasons or what specific points are not agreed.	SEGRO continued to protect its position on disputed minutes while the commercial focus moved to the NDA and exchange of financial information.
23-10-25	email (with attachment)	Open	Segro	Prologis	Segro acknowledgement of receipt of NDA. Segro also stating they wish to copy MAG on correspondence notwithstanding Prologis is authorised to negotiate on behalf of MAG.	SEGRO sought to ensure transparency and direct visibility for MAG, recognising that any agreement required confidence that all relevant land interests were properly represented.
27-10-25	email (with attachment)	Open	Prologis	Segro	Prologis email confirming they will review the Segro amendments to the NDA. Prologis confirming they are content for Segro to copy MAG on correspondence. Prologis point out that MAG had confirmed already authority to Segro in email of 9 May 2025. Segro had previously confirmed they would copy MAG on correspondence but had not been doing so. Prologis confirms they have no objection to Segro copying MAG.	Prologis dealt with process points. SEGRO had sought to remove ambiguity around MAG's role so negotiations could move forward.
29-10-25	email (with attachment)	Open	Prologis	Segro	Prologis confirminging accepted Segro changes to the NDA and providing signed NDA to Segro.	NDA process concluded, enabling financial information exchange. SEGRO's insistence on appropriate confidentiality arrangements helped unlock the next stage.
29-10-25	email (with attachment)	WP	Segro	Prologis	Segro response to Prologis letter of 29 September 2025. Stating DCO resubmitted but no reference to Prologis suggested deferral to agree commercial terms. Segro suggestion for both parties to appoint independent valuers to facilitate discussions on value. Segro confirm they will share information but such sharing must be reciprocal and request for Prologis to share financial infomration on its own scheme.	SEGRO made a constructive proposal to use independent valuers and reciprocal information exchange to overcome valuation issues. This is a further example of SEGRO actively seeking a route to agreement rather than allowing negotiations to stall.
04-11-25	email (with attachment)	WP	Prologis	Segro	Prologis letter responding to Segro letter 29 October 2025. Prologis reiterating request for Segro to provide appraisals (including detail on cost breakdown and supporting information - in their absence commercial negotiations difficult to progress). Prologis requested over 9 weeks ago and still waiting. Prologis confirms it will produce Access Option Heads of Terms. Programme and dates for sharing information set out.	Prologis continued to request further SEGRO information while also indicating it would prepare access HoTs. SEGRO had already proposed reciprocal disclosure and use of independent valuation to progress matters. Reciprocal disclosure was not forthcoming.
04-11-25	MEETING WITH E M FREEPORT				Prologis, MAG & Segro meeting with E M Freeport.	Meeting at request of Freeport Chairman who wished to expedite/facilitate agreement between the parties.
05-11-25	email (with attachment)	Open	Prologis	EM Freeport	Prologis letter to E M Freeport following 4 November 2025 meeting confirming Prologis commitment to supporting investment into the freeport. Prologis stated concerns over the DCO which has applied for compulsory acquisition of Prologis land. Prologis sought short deferral to allow time to agree commercial terms and the mechanism to deliver an access solution to the land south of Hyam's Lane. This would avoid CA powers being required over Prologis land. Prologis welcomed the discussion in the meeting with the freeport over pause or for Segro to withdraw the application. To support this Prologis gave a commitment to circulate draft Heards of Terms for the Access solution and requested Segro prepare heads of terms.	Prologis sought a deferral of the DCO but had still not agreed terms. SEGRO's position was to continue the DCO timetable while considering commercial alternatives, rather than pause delivery without an agreed executable solution.
07-11-25	email (with attachment)	Open	Segro	E M Freeport	Segro letter to East Midlands Freeport following joint meeting stating Segro not willing to defer DCO submission.	SEGRO made clear that the statutory process should not be delayed in the absence of agreed terms. This preserves delivery certainty while leaving room for commercial agreement in parallel.
11-11-25	email (with attachment)	Open	Prologis	E M Freeport	Prologis confirms willinmgness to progress the Joint Venture approach and confirmed waiting for Segro Heads of Terms setting out Segro's proposal. Prologis also states that Access option should also still be considered as a straightforward and deliverable solution. Prologis confirming the interface between the two schemes has been designed to facilitate access to the Segro land south of Hyam's Lane.	Prologis continued to promote alternatives in particular the access route but SEGRO's key concern remained whether the alternative was credible, deliverable and capable of supporting the project timetable.
12-11-25	MoU	-	-	-	MoU between Prologis & Segro completed.	Completion of the MoU to try and formalise a framework for engagement and information exchange.
13-11-25	email (with attachment)	WP	Segro	Prologis	Segro response to Prologis letter 4 November 2025.	SEGRO continued to engage to seek to keep the negotiation workstreams movng forward
17-11-25	email (with attachment)	P&C, WP	Segro	Prologis	Following completion of NDA, Segro share financial appraisals of EMG2 (full & South of Hyam's Lane), note on assumptions, Infrastructure Cost Plan, and illustartive masterplan and high level JV Heads to deliver the DCO only.	SEGRO provided EMG2 Full Scheme Appraisal and Programme; EMG2 South Scheme Appraisal and Programme; Explanatory note on assumptions in both appraisals; Infrastrucure Cost plans for Full & South only scheme; Development Area plan and Illustrative Mastrplan. In addition draft heads of terms were provided for a JV to deliver the DCO scheme.
18-11-25	email (with attachment)	StC, P&C	Prologis	Segro	Prologis provides detailed Heads of Terms to Segro for the access solution to the South of Hyam's Lane including plans for the Spine Road and Link Road in accordance with Planning Application parameters and illustative masterplan.	Prologis provided access HoTs after SEGRO had already shared significant financial and JV material. SEGRO then had a basis to test the access proposal in detail.
21-11-25	TEAMS MEETING				Segro talk through information shared 17th November 25	
26-11-25	email (with attachment)	StC, P&C	Prologis	Segro	Prologis share financial appraisal of the Prologis/MAG Planning Application scheme and illustrative mastreplan, explanatory note of the appraisal, cost plan of infrastructure and land servicing costs, parameters plan & illustartive mastreplan.	Prologis provided reciprocal information after SEGRO's earlier disclosure. This enabled more informed discussion. Prologis also provides draft heads of terns for access option
01-12-25	TEAMS MEETING				Prologis presented to Segro the detailed explanation of the technical information shared with Segro on 26 November 2025.	SEGRO engaged with Prologis' technical presentation to understand and test the Prologis/MAG case.
02-12-25	email (with attachment)	StC, P&C	Prologis	Segro	Prologis provides comments on the Segro Joint Venture Heads of Terms in advance of meeting 3 December 2025. Prologis request copy of the option agreement Segro have with Aldridge. Prologis request when Segro will provide comments on the Access Option Heads of Terms provided by Prologis 18 November 2025.	During December 2025 there was engagement back and forth regarding the heads of terms for the acess route and the JV. Issues discussed included viabiity of respective schemes, potential consenting routes and delivery mechanisms and collaborative working. SEGRO maintainedits position that comprehensive developmentunder the DCO was the route to achieving development of the whole site within the Freeport window with Prologis focussing on a two stage planning application delivery.
03-12-25	TEAMS MEETING				TEAMS MEETING to discuss JV option HoT's and Access Option HoT's.	
08-12-25	email (with attachments)	StC	Segro	Prologis	Segro response to Prologis initial commercial queries on JV Hot's and Access Option Heads of Terms.	
12-12-25	email (with attachment)	StC, P&C & WP	Prologis	Segro	Prologis comments on the Segro questions to the Access Option Heads of Terms and response to Segro points on the JV Heads of Terms.	
19-12-25	email	Open	Segro	Prologis	Segro requesting an in person meeting between 12-15 January 2026 to move matters forward.	
22-12-25	email	Open	Prologis	Segro	Prologis requesting Segro respond on the matters raised in Prologis email of 12 December 2025. Prologis also requested Segro re-issue the revised heads of terms for the proposed JV stating that Segro had agreed to re-issue these picking up on points discussed at the teams meeting of 3 December 2025.	Prologis requested further SEGRO material. SEGRO had already sought a January in-person meeting to work through outstanding points efficiently.
06-01-26	MEETING WITH E M FREEPORT				Meeting with Segro, Prologis & E M Freeport.	SEGRO continued engaging with Prologis and Freeport stakeholders while preserving the DCO timetable and exploring alternatives.
21-01-26	email	Open	Segro	Prologis	Segro email to confirm that they will be coming back shortly following the pre-christmas discussions (presumably referncing the 3 December 2025 teams meeting).	SEGRO kept the dialogue alive and confirmed it would revert following internal consideration of the pre-Christmas discussions.
13-02-26	email (with attachment)	P&C, WP	Segro	Prologis	Segro letter stating that Segro has concerns regarding whether Access Option or Joint Venture with prologis are credible routes. Segro set out 11 bullet points why Segro now considers the Access Option is not a reliable mechanism for delivering the DCO.	SEGRO restates for a third time its offer to acquire Prologis' freehold land interests and for an assignment of the option agreement with MAG. SEGRO also invites Prologis to make an offer to buy SEGRO's land position. No subsequent response recevied. SEGRO provided a reasoned position explaining why the acees option was not a realistic option.
24-02-26	email (with attachment)	Open (letter is open, but the covering email states Confidential)	Prologis	Segro	Prologis letter querying why Segro now states that the Access option & Joint Venture are now not credible routes. Prologis raising concerns why Segro are not willing to progress either. Prologis references the specific reasons why Segro state the Access option is not credible. Prologis states it is keen to explore these and demonstarte solutions to each. Prologis states it is premature to to discontinue negotiations on the alternatives to compulsory acquisition and are keen to discuss these at the meeting on 25	Prologis challenged SEGRO's position but the need for solutions confirmed that key deliverability issues remained unresolved. SEGRO had set those issues out in its 13 February letter.
25-02-26	MEETING				MEETING Segro & Prologis	
26-02-26	email (with attachment)	Open (letter is open, but the covering email states Confidential)	Segro	Prologis	Segro responding to Prologis letter of 24 February 2025 and Meeting on 25th February 2026 recording actions. 1. Segro stated they would provide summary of Aldridge option (subject to Landowner approval) 2. Details of other land insterest held by Segro. 3. Committed to examine any alternative JV structures.	SEGRO recorded concrete follow-up actions to progress the discussions despite concerns over credibility of options favoured by Prologis.
27-02-26	email (with attachment)	Open	Prologis	Segro	Prologis letter responding to Segro letter of 26th February 2026. Prologis reminding Segro that they committed to providing updated Heads of Terms for the Joint Venture option which has been outstanding since 3 December 2025. In response to any dispute over values Prologis suggests appointing valuation advisers as discussed at the meeting of 25 February 2026.	
04-03-26	email (with attachment)	Open (letter is open, but the covering email states Confidential)	Segro	Prologis	Segro letter to Prologis letter of 27 February 2026. Segro state that they did not commit to provide Prologis with updated heads of Terms at the meeting of 25 February 2026 but instead committed to continue to explore the potential for a JV and revert with "principles" for a JV. Segro states that discussion son value should not include external valuers and best agreed between developers.	SEGRO clarified the agreed action and sought to keep discussions developer-led, focusing on principles capable of forming the basis of agreement.
09-03-26	email (with attachment)	Open	Prologis	Segro	Prologis response to Segro letter of 4 March 2026 stating open to all credible alternatives to CA and request those are properly explored. Prologis requesting updated JV Heads of Terms which remain oustastding from December 2025. Prologis understand that Segro now intend to only produce "principles for a JV". These also remian outstanding. Prologis suggests that respective valuers should meet which might assist in progressing the alternatives.	SEGRO's position remained that any structure needed to be credible and capable of delivery. On 9 March SEGRO suggested meeting to progress discussions during a suitable break in the oral hearings of the Examination also updated Prologis on progress in getting landowner agreement to release terms of the option and requested reciprocal visibility on terms of Prologis agreement with EMA
09-03-26	email (with attachment)	P&C, WP	Prologis	Segro	Prologis response to Segro letter 13 February 2026. Prologis correcting mischaracterisations raised by Segro in 13 February 2026. Prologis request outstanding JV updated Heads of Terms from December 2025. Prologis sets out a timtable for Prologis & Segro to enage on the various workstreams.	Prologis maintained disagreement with SEGRO's characterisation and sought further documentation. The exchange showed that material issues remained unresolved notwithstanding SEGRO's attempts to narrow them.
13-03-26	email	Open	Prologis	Segro	Prologis providing valuers availability for a meeting.	SEGRO had indicated a preference for developer-led value discussions but comnfimred willingness for ech parties independent valuers/CA experts to meet.
20-03-26	email	StC	Segro	Prologis	Segro confirming Richard Aldrige will allow details to be shared of the option (on the basis Prologis & MAG reciprocate). Segro stating agreement with Cotton on overage but personal to Segro. Segro share plan of interests at Junction 24. Segro satating valuers are meeting.	

09-04-26	email (with attachment)	Open	Prologis	Segro	Prologis requesting again that heads of terms requested 3 December 2025 remain outstanding. Prologis stating that JV still remains a viable alternative to compulsorty acquisition but limited progress from Segro to date. Prologis reminind Segro that if they were not going to provide detailed heads of terms then they had agreed to provide "principles for a JV" yet Prologis have still not receiced these from Segro. Prologis requested Aldridge terms. Prologis stated that alternative structurees (including a JV and access arrangements) have not yet properly been explored or progressed.	Prologis continued to characterise progress as limited and again requested material. SEGRO's earlier correspondence and disclosures show SEGRO had advanced offers, financial information, JV heads, and action points; Prologis continued to press process and information issues without meaningfully progressing commercial outcome.
13-04-26	MEETING				Prologis & Segro	At SEGRO's inititive a meeting was held at which SEGRO proposed terms for jountworking based on the DCO as the consenting mechanism with SEGRO to undertake all the infrastructure works and for Prologis to reimburse a proportionate share of the cost.
16-04-26	email	WP	Segro	Prologis	Segro response to Prologis letter of 9 April 26. Segro share summary of Aldridge Options.	SEGRO provided further requested information on Aldridge option having received landowner consent and despite no reciprocity from Prologis regarding their option with EMA
22.04.26	MEETING		SEGRO	Prologis		Further meeting to continue discussions on SEGRO's proposal of 13 April 2026. During the meeting, SEGRO confirmed the proportionate share of infrastructure costs attributable to the Prologis/MAG landholdings. Prologis advised that it would discuss the figures with EMIA and provide a response within approximately one week.
23.04.26	WhatsApp		SEGRO	Prologis		SEGRO provided additional commercial information to Prologis via WhatsApp to support ongoing negotiations and enable further consideration of SEGRO's proposals.
29.04.26	Letter		SEGRO	Prologis		SEGRO wrote to Prologis reiterating its request for reciprocal disclosure of the key commercial terms of the Prologis/MAG option agreement. SEGRO noted that it had already disclosed the principal terms of its own arrangements with Aldridge on 16 April 2026 to facilitate informed discussion of the alternatives.
18-05-26	email (with attachment)	P&C, WP	Prologis	Segro	Prologis provide summary of the Prologis & MAG option terms.	Following SEGRO's disclosure of the principal terms of its own arrangements with Aldridge, Prologis provided a summary of its option agreement. However, the information provided was less detailed than that shared by SEGRO and did not, in SEGRO's view, include all of the key commercial terms necessary to enable a fully informed assessment of the parties' respective proposals.
02.06.2026	Phone call		SEGRO	Prologis		Call between SEGRO and Prologis to progress ongoing negotiations and further explore the commercial alternatives under discussion.
03.06.26	WhatsApp		Prologis	SEGRO		WhatsApp exchange between SEGRO and Prologis in which Prologis confirmed that it would provide a substantive response to SEGRO's proposal within approximately one week.
12.06.26	Phone call		SEGRO	Prologis		Following the expiry of the timeframe previously indicated by Prologis, SEGRO contacted Prologis to seek an update on when a substantive response to the proposed terms could be expected. Prologis confirmed that it remained awaiting clearance from MAG
22.06.2026	Phone call		Prologis	SEGRO		Prologis contacted SEGRO to respond to the terms proposed by SEGRO on 22 April 2026. The response followed an extended period of internal discussions between Prologis and MAG and was received nearly two months after Prologis had initially anticipated reverting. The terms advanced by Prologis differed materially from those proposed by SEGRO, and SEGRO is actively reviewing the proposal and
25.06.2026	Phone call		SEGRO	Prologis		Telephone conversation regarding counter-proposal
01.07.2026	email		SEGRO	Prologis		Discussion about dates for meetings
01.07.2026	email		Prologis	SEGRO		Discussion about dates for meetings
07.07.2026	WhatsApp		SEGRO	Prologis		SEGRO requested further clarification on Prologis/MAG option agreement. SEGRO understands that Prologis would need to vary their existing agreements with MAG to allow the deal structure proposed by SEGRO to go ahead. We further understand that the Prologis option may only be exercised under a planning permission, and that Prologis has an obligation to oppose the DCO.
10.07.2026	Phone call		SEGRO	Prologis		Telephone discussion
04.08.2026	email		SEGRO	Prologis		Telephone discussion, further meeting suggested to progress discussions.
07.08.2026	Phone call		SEGRO	Prologis		Meeting date organised
07.08.2026	Phone call		Prologis	SEGRO		Meeting date organised
19.08.2026	MEETING		-	-	MEETING	SEGRO made verbal revised offer for development of the site under the DCO with a contribution towards infrastructure costs from
02.09.2026	MEETING		-	-	MEETING	Date agreed for next meeting

ANNEX B

Plan illustrating distance between EMG1, EMG2 Main Site and East Midlands Airport runway

Notes

1. Do not scale this drawing. All dimensions must be checked/ verified on site. If in doubt ask.
2. This drawing is to be read in conjunction with all relevant architects, engineers and specialists drawings and specifications.
3. All dimensions in metres unless noted otherwise. All levels in metres unless noted otherwise.
4. Any discrepancies noted on site are to be reported to the engineer immediately.

Legend

- DRAFT order limits EMG2 DCO
- EMG2 Main Site
- EMA Runway

ISSUES & REVISIONS

Rev	Date	Details of issue / revision	Drw	Rev
P01	21.07.26	Issued for information	SRH	SRH
P02	19.08.26	Additional dimensions added	SRH	SRH

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Client: SEGRO

Project Title: **EAST MIDLANDS GATEWAY 2 (EMG2)**

Drawing Title: **EAST MIDLANDS AIRPORT RUNWAY PROXIMITY TO EMG1 & EMG2**

Drawn:	S. Hilditch	Reviewed:	S.Hilditch
BWB Ref:	220500	Date:	21.07.26
Scale@A1:	1:5,000		

Drawing Status: **FOR INFORMATION**

Project - Originator - Zone - Level - Type - Role - Number	Status	Rev
EMG2-BWB-GEN-XX-SK-CH-SK101	S2	P02

ANNEX C

Applicants marked up version of EMA's proposed protective provisions

PROTECTIVE PROVISIONS FOR THE BENEFIT OF EAST MIDLANDS INTERNATIONAL AIRPORT LIMITED

1. Aeronautical Safeguarding Assessment - Framework

(1) No application ~~-~~pursuant to requirement 7 (detailed design approval) for approval of details for buildings is to be submitted unless it is accompanied by~~without~~ an Aeronautical Safeguarding Assessment for approval by the local planning authority in consultation with the airport operator where necessary ~~having first been submitted to and approved by the airport operator~~.

(2) The Aeronautical Safeguarding Assessment must assess the likely impact of the proposed development upon aerodrome operations.

(3) The Aeronautical Safeguarding Assessment must relate to both the construction and operational phases and include:

a) scaled plans, elevations and coordinates for all buildings, structures, cranes, plant and equipment showing heights in metres above mean sea level, or metres above ground level of surveyed ground height;
b) proposed finished floor and roof levels in metres above mean sea level or metres above ground level of surveyed ground height;
c) an assessment of impacts upon obstacle limitation surfaces and instrument flight procedures;
d) a ~~-~~wildlife management plan;
e) details of construction methodologies relevant to aviation safety;
f) details of temporary and permanent lighting, including highway lighting;
g) a glint and glare assessment where necessary;
h) an assessment of turbulence and wake effects caused by buildings or structures, 'wind shear' where necessary;
i) details of telecommunications, radio and electronic equipment;
j) details of proposed drainage, landscaping and attenuation ponds;
k) details of any proposed drone or unmanned aircraft operations; and any
l) such other information as the airport operator may reasonably require in connection with aerodrome safeguarding matters.

~~**2. Aeronautical Safeguarding Assessment - Approvals**~~

~~(1) No approval pursuant to this Part may be unreasonably withheld or delayed however approval may be refused on the grounds of aviation safety at the airport operator's absolute discretion.~~

~~(2) Where any amendments are made to approved details within a phase which relate to matters relevant to aerodrome safeguarding, the undertaker will re-submit an application for consent under this paragraph of this Part.~~

~~**3. Aeronautical Safeguarding Assessment – Detailed Drawings Approval**~~

~~(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the relevant details of scaled plans, elevations and coordinates for all buildings, structures, cranes, plant and equipment along with proposed finished floor and roof levels which have been submitted to it under the Aeronautical Safeguarding Assessment.~~

~~**4. Aeronautical Safeguarding Assessment - Obstacles Limitation Service and Instrument Flight Procedure Approval**~~

~~(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the relevant details of that phase relating to obstacle limitation surfaces and instrument flight procedures which have been submitted to it under the Aeronautical Safeguarding Assessment.~~

~~5.~~2. Aeronautical Safeguarding Assessment – Wildlife Hazard Management Plan Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the local planning authority in consultation with the airport operator has approved a Wildlife Hazard Management Plan relevant to that phase and which was submitted to ~~the airport operator~~it under the Aeronautical Safeguarding Assessment.

(2) The Wildlife Hazard Management Plan must include measures relating to—

(a) landscaping;
(b) habitat management;
(c) drainage ponds and water features;
(d) waste management;
(e) pest control;
(f) monitoring and reporting procedures; and
(g) corrective measures where bird activity exceeds acceptable levels.

~~6. Aeronautical Safeguarding Assessment – Construction Approval~~

~~(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the relevant construction activities to be undertaken on that phase insofar as the same may be relevant to aerodrome safeguarding matters and which have been submitted to it under the Aeronautical Safeguarding Assessment.~~

~~7.~~3. Aeronautical Safeguarding Assessment – Lighting Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the local planning authority in consultation with the airport operator has approved the relevant details of that phase relating to permanent and temporary lighting (including highway lighting), illuminated signage), which have been submitted to it under the Aeronautical Safeguarding Assessment.

~~8.~~4. Aeronautical Safeguarding Assessment – Glint & Glare Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the local planning authority in consultation with the airport operator has approved the relevant details of that phase relating to an aviation glint and glare assessment which have been submitted to it under the Aeronautical Safeguarding Assessment.

~~9.~~5. Aeronautical Safeguarding Assessment - Wind Shear Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the local planning authority in consultation with the airport operator has approved the relevant details of that phase relating to building and structure induced turbulence 'wind shear' which have been submitted to it under the Aeronautical Safeguarding Assessment.

~~10.~~6. Aeronautical Safeguarding Assessment - Drainage & Landscaping Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the local planning authority in consultation with the airport operator has approved the relevant details of that phase relating to proposed drainage, landscaping and attenuation ponds which have been submitted to it under the Aeronautical Safeguarding Assessment.

~~11.~~7. Aeronautical Safeguarding Assessment - Radio and Communications Approval

(1) No radio communication equipment, microwave links, telecommunications or any equipment using electro-magnetic frequencies shall be used within the Order limits or in connection with the construction or operation of the authorised development unless approved by the local planning authority in consultation with the airport operator.

(2) If any equipment forming part of the authorised development causes interference with airport systems, the undertaker must immediately cease operation of the relevant equipment and implement corrective measures to be approved by the local planning authority in consultation with the airport operator prior to installation.

~~12.~~8. Aeronautical Safeguarding Assessment - Drones and Unmanned UAS Approval

(1) No drones, or unmanned aircraft systems shall be operated at any time from, on, or in connection with the construction or operation of the authorised development unless approved by the local planning authority in consultation with the airport operator in writing.

(2) Any approved drone operations pursuant to paragraph 8~~5~~(1) of this Part shall be carried out in strict accordance with the terms of that approval.

~~13.~~9. Surface Access

(1) The undertaker must not obstruct or in any way interfere with the existing access (including all emergency access routes) to the airport without the prior written consent of the local highway authority in consultation with the airport operator.

(2) No access to the airport may be diverted, closed or in any way restricted until a replacement route is provided and available for use.

~~14.~~10. Construction Activities and Crane Operations

(1) The undertaker must not undertake crane operations, lifting operations or use of tall construction plant unless details have first been approved by the local planning authority in consultation with the airport operator.

(2) The undertaker must provide crane schedules identifying—

(a) maximum operating heights;
(b) operating locations;
(c) operational durations; and
(d) lighting and marking arrangements.

(3) The undertaker must ensure compliance with all applicable CAA guidance relating to crane operations and obstacle safeguarding.

(4) The airport operator acting reasonably may require temporary cessation of crane or tall plant operations where reasonably necessary in the interests of aviation safety.

~~(5) The undertaker must indemnify the airport operator for all reasonable costs incurred in managing and mitigating interference caused by construction equipment.~~

~~**15. Aeronautical Safeguarding Liaison Group**~~

~~(1) No application pursuant to requirement 7 (detailed design approval) in respect of the main site is to be submitted until the undertaker has established an aeronautical safeguarding liaison group, comprised of the undertaker, the airport operator, the local planning authority and the local highway authority, to coordinate the sharing of information to satisfy the requirements of the aeronautical safeguarding assessment.~~

~~(2) The aeronautical safeguarding liaison group will meet as regularly as is necessary throughout the construction and operation phases of the authorised development to discuss and act on matters which are relevant to the safeguarding of the airport operator's undertaking.~~

~~(4) The Aeronautical Safeguarding Liaison Group must operate, meet and make decisions in accordance with its terms of reference unless—~~

~~a. Otherwise agreed by the members and the undertaker, in accordance with the process set out in its terms of reference; or~~

~~b. Where the Aeronautical Safeguarding Liaison Group has not been established, otherwise agreed by the member and the undertaker.~~

~~16.~~11. ~~Arbitration~~ Expert determination

(1) Article 45 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—
(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert's appointment;
(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;
(c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and
(d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 45 (arbitration).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

(8) Where a dispute arises pursuant to this Part of this Schedule in respect of any matter which requires any action by the undertaker within any particular timescale then the time period for compliance with that timescale shall be extended by the same period as it takes to resolve or determine that dispute pursuant to this paragraph 11.

~~Any difference or dispute arising between the undertaker and the airport operator under this Schedule must, unless otherwise agreed between the undertaker and the airport operator, be determined by arbitration in accordance with article 45 (arbitration).~~

[i] Available here: https://safety4sea.com/wp-content/uploads/2019/04/NIC-Better-delivery-The-challenge-for-freight-2019_04.pdf

[ii] Available here: https://realestateuk.org/our-work/industrial-and-logistics-the-infrastructure-of-everything/

[iii] Available here: https://www.savills.co.uk/research_articles/229130/392631-0