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The Planning Inspectorate
c/o QUADIENT
69 Buckingham Avenue
Slough
SL1 4PN

Your reference

Our reference
ASY/ASY/335094/111

By Email Only: emgateway2@planninginspectorate.gov.uk

1 September 2026

Dear Sirs

DEADLINE 7 SUBMISSIONS IN RELATION TO AN APPLICATION BY SEGRO PROPERTIES LIMITED ("SEGRO") FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF EAST MIDLANDS GATEWAY PHASE 2

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

We refer to the Examining Panel's Rule 8 letter dated 18 March 2026. We write on behalf of our client Prologis in relation to their submissions at Deadline 7 in connection with the above application submitted via the East Midlands Gateway Phase 2 portal.

Documents Submitted

The following documents have been submitted at Deadline 7:

1. Prologis' Deadline 7 Submission (including the Third Report of Mr Peter Roberts FRICS CEnv of DWD at Appendix 1 and Prologis submissions on the impact of the NPPF 2026 at Appendix 2);

2. Prologis' Summary and Signposting Document;

3. Joint Submission to the ExP in relation to Procedural Unfairness;

4. Summary of items 1 and 3 above as appended to this letter at Appendix 1 (please note that given the summary nature of item 2, a further summary of this was not considered to be of any useful assistance to the ExP but can be produced upon request if required); and

5. Deadline 7 Tripartite Statement of Common Ground (in clean and with a redline against the Deadline 6 version at Appendix 2 of this letter.

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

Joint Submission to the ExP in relation to Procedural Unfairness

A Joint Submission has been made separately at Deadline 7 by Prologis and EMA/EMIAL ("**APs**"). That submission responds to the decision taken by the ExP by way of its letter of 10 August 2026 to not hold a further compulsory acquisition hearing and provides a summary of the APs' ongoing concerns as to the overall procedural fairness of the Examination, so that the ExP can understand those concerns when reporting on the Examination and the DCO Application to the Secretary of State, and the Secretary of State can take them into account during the decision-making stage.

Tripartite Statement of Common Ground

Please note that appended to this letter at Appendix 2 is the tripartite SoCG which was shared with the Applicant on 28 August 2026. Prologis and EMIA received an updated version of this SoCG from the Applicant on 31 August 2026, being a public holiday and the day before Deadline 7. The Applicant has stated to Prologis and EMIA that it intends to submit that updated version at Deadline 8 subject to any further amendments made by Prologis and EMIA between Deadline 7 and Deadline 8. However, should the 31 August version be submitted by the Applicant at Deadline 7 instead, Prologis and EMIA wish to draw to the ExP's attention that the position of Prologis and EMIA recorded in that document will not address all of the points raised by the Applicant. In any event, Prologis and EMIA reserve the right to update their position at Deadline 8 and hope the attached version will nonetheless be of assistance to the ExP in the meantime.

Collaboration with EMA/EMIAL

Prologis notes that it has had sight of the Deadline 7 Submission made by East Midlands Airport Limited and East Midlands Airport Property Investments (Industrial) Limited (together "**EMA/EMIAL**"), and that those submissions have been prepared following collaboration and discussion between Prologis and EMA/EMIAL.

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

AI Declaration

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

Yours faithfully

[redacted]

DLA Piper UK LLP

Appendix 1 – Summaries of Prologis' Deadline 7 Submissions

PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

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

SUMMARY OF DEADLINE 7 SUBMISSION

ON BEHALF OF

PROLOGIS UK LIMITED AND PROLOGIS UK 121 LIMITED

1 Introduction

1.1 This submission responds to SEGRO's Deadline 6 material and to matters raised in the ExP's letter of 10 August 2026 and SEGRO's Deadline 6a responses. It encloses the Third Report of Mr Peter Roberts FRICS CEnv of DWD (Appendix 1) on viability and an updated response to ExQ3 Q1.0.1 on the NPPF 2026 (Appendix 2). Much of SEGRO's Deadline 6 material is repetition and bare assertion that no issue arises, which is not an answer the ExP or Secretary of State could lawfully adopt.

2 Section 35 Direction

2.1 The development for which consent is sought does not correspond with the Proposed Project to which the Direction applies, so there is no jurisdiction to make the Order.

2.2 Requirement 33, said by SEGRO to cure this, is meaningless: "campus" is defined so that any B2/B8 unit with even minimal ancillary office use qualifies, the 10% minimum does not require 10% in office use, the planning unit is undefined, and all reference to "headquarters" and "head office functions" survives only in the heading.

2.3 SEGRO's own response to ExQ3 Q19.0.1 confirms "co-located office function" means ancillary office only (around 6% of floorspace), so nothing beyond ordinary B2/B8 development has been assessed. Three questions of law – the approach to whether an application falls within a direction, how a direction is interpreted, and the interpretation of this Direction – remain unanswered by SEGRO.

2.4 SEGRO has not said whether Requirement 33 is "necessary", an issue damaging either way, and such a requirement cannot cure the vires defect retrospectively.

2.5 Even if vires were overcome, what remains is a typical B2/B8 scheme carrying no greater weight, diminishing the section 122(3) case.

3 Regulation 20

3.1 SEGRO wrongly argues that because the Southern Land point is not an EIA issue, the assessment of displacing the Joint Application is not either – a non-sequitur conflating two distinct points.

3.2 The first Rule 17 update (revised baseline for the delivery and non-delivery scenarios) is clearly "further information" within Regulation 20; the fact that the request was made under Rule 17 cannot remove the resulting statutory safeguards, and this mandatory requirement has not been complied with.

4 Reasonable Alternatives

4.1 A count of meetings is not the assessment paragraph 8 of the CA Guidance requires. Prologis acquired its interest only in late 2024, the first meeting was on 12 February 2025, no substantive negotiation preceded the application, no heads of terms for a joint venture have ever been tabled, and every structure Prologis advanced was rejected as not financially acceptable.

4.2 SEGRO cannot both rely on the flexibility of its appraisal to answer the viability case and deny any such flexibility when a reasonable alternative is proposed.

4.3 Paragraph 8 is expressed in the past tense; the work was not done, and the ExP cannot lawfully conclude that all reasonable alternatives were explored.

5 Viability

5.1 SEGRO's case rested on the Southern Land being unviable as standalone development, but it has now effectively abandoned that proposition, accepting the land "might technically be viable" and recasting its case as one of market perception and uncertainty without amending its Statement of Reasons. That amounts to an admission that SEGRO never assessed independent development of the Southern Land, leaving that obvious alternative unexplored.

5.2 SEGRO now says the Joint Application is not unviable but merely unproven, which cannot stand with its claim that its own essentially similar scheme on the same land is viable. It follows that beneficial development of the Southern Land is likely to come forward without the powers, diminishing the attributable benefits, and that the ExP cannot be satisfied the DCO Scheme will be delivered.

5.3 The substance is in the Third Report, from which Prologis emphasises that Mr Roberts's Second Report is effectively unchallenged, that comparable transactions show SEGRO's £225,000 and £306,372 per acre assumptions to be fatally flawed, that even on Mr Cottage's own inputs the return is only 14.98% (falling to 12.84% once disposal costs are added back), that the no-CA appraisal is an artificial construct, and that there are no circumstances in which the DCO Scheme could properly be found viable.

6 Precedent and Wider Consequences

6.1 The relevant precedent is not private-to-private acquisition generally but the compulsory acquisition by a commercial rival of land on which an equally capable developer is promoting essentially the same development – magnified here by SEGRO having obtained the powers on a "false prospectus" through misuse of the section 35 route, with adverse consequences for security of title and inward investment.

7 Compelling Case

7.1 Only benefits attributable to the powers can carry material weight; netting off produces a net disbenefit or neutrality on the Prologis/MAG Land, and likely development on the Southern Land absent the DCO.

7.2 The Community Park benefits remain significantly overstated, and what remains cannot decisively demand acquisition of a willing, capable rival's land. The powers should be refused even if there is jurisdiction to grant consent.

8 Further dDCO Matters

8.1 SEGRO's reasoning on Article 42 (Hillside) is opaque and must be explained.

8.2 On the deleted Requirement 31, SEGRO and LCC cannot both be right: if the land is needed for dualling it must be removed from the acquisition; if not, SEGRO's change of stance is unexplained, and the case for acquiring those plots is not made out.

9 Responses to ExQ3

9.1 On the possible takeover, both parties agree the Examination should proceed on the basis that Prologis and SEGRO are separate entities.

9.2 On the option agreement, its release confirmed a £225,000 per acre minimum and did not alter the valuation.

9.3 SEGRO's constrained site search cannot be reconciled with its non-delivery scenario treating delivery inside or outside the Freeport Window as making no difference.

10 Joint Application Programme Update

10.1 The Joint Application will not reach NWLDC committee before the Examination closes, for reasons all eminently resolvable

10.2 Committee is expected by November, and the ExP is invited to recommend a post-examination update.

11 Response to the 10 August Letter

11.1 SEGRO's brief Deadline 6a response takes matters no further – it does not address the legal obstacles to varying the Direction or amending the application, a variation after the close of the Examination would be unlawful.

11.2 *East Anglia ONE North* (a narrowing restriction) offers no assistance where the change would need to expand the development.

11.3 Its Associated Development table asserts rather than demonstrates the AD Guidance criteria and omits subordination.

12 Appendix 1 – Third Report of Mr Roberts

12.1 The substance of the Third Report is summarised at section 5 above and is not repeated here; the ExP is invited to read the report in full for the detailed underlying analysis.

13 Appendix 2 – Updated Response to ExQ3 Q1.0.1 (*NPPF 2026*)

13.1 Following publication of the final NPPF on 17 August 2026, Prologis confirms it does not provide the primary policy context for DCO applications but is an obligatory material consideration of critical importance for any TCPA 1990 application. The Secretary of State must have regard to it in assessing the likelihood of permission for similar development within the Order Limits.

13.2 Its presumption in favour of sustainable development (Policy S3), positive presumption for development outside settlements including major freight and logistics (Policy S5), and new economic policies (E2 and E3) make the context materially more supportive than the December 2024 version, increasing the prospects of permission on the Prologis/MAG and Southern Land – support attaching to the site and land use, not contingent on the DCO or the exercise of compulsory acquisition powers, and difficult to reconcile with SEGRO's "no material prospect" position.

DLA Piper UK LLP

1 September 2026

PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

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

SUMMARY OF PROCEDURAL UNFAIRNESS SUBMISSION

ON BEHALF OF

PROLOGIS UK LIMITED AND PROLOGIS UK 121 LIMITED

1 Introduction

1.1 This submission is made jointly by Prologis and EMA (the "**APs**"), each an affected person whose land SEGRO seeks to acquire compulsorily.

1.2 The APs raised procedural fairness concerns before the Examination began and at every subsequent deadline, most recently seeking a further compulsory acquisition hearing ("CAH").

1.3 By its letter of 10 August 2026, the ExP declined to hold one, so the APs will reach the close of the Examination without ever having presented their case against acquisition orally, in a structured manner, in light of SEGRO's complete evidence. This submission responds to that decision and summarises the APs' concerns for the ExP's report and the Secretary of State.

2 Legal Context

2.1 Procedural fairness requires that an affected party knows the case it must meet, has a fair and realistic opportunity to answer it at a stage when it can influence the outcome, and has its representations conscientiously considered.

2.2 The APs are not ordinary parties: as affected persons facing acquisition by a commercial rival, the need for fairness is at its most exacting, and section 92 PA 2008 confers a statutory right to be heard at a CAH, reflected in the July 2026 guidance contemplating a formal, structured event permitting systematic consideration of objections.

2.3 This reflects the stricter approach required where, per *Prest*, no citizen is to be deprived of land unless the public interest decisively demands and any doubt is resolved in the citizen's favour.

2.4 The APs have consistently identified remedies within the ExP's powers, which will be lost once the Examination closes; a decision to confer powers after an unfair process is liable to be quashed, and the APs raise their concerns now with judicial review as a last resort.

3 Principal Concerns

3.1 First, the APs had to make their Relevant and Written Representations without key material: no viability evidence accompanied the application, the Environmental Statement did not assess the consequences of frustrating the Joint Application, and the highways case was not examination-ready.

3.2 Their request for section 51 advice and deferral of the start was not answered, and the missing material was produced piecemeal after their representations were in, making the case a moving target.

3.3 Second, viability (central to and positively relied upon in the CA case) was produced late (the appraisal at Deadline 1, models only after CAH2), remains inadequate and untested, with no viability hearing and no updated Statement of Reasons.

3.4 Third, the EIA of the very harm on which the objection depends came only after the 2 June 2026 Rule 17 letter, arriving at Deadline 5 and shown to be inadequate.

3.5 Fourth, the ExP has not answered the APs' Regulation 20 case on the baseline and scenarios update, depriving them of the statutory 30-day consultation period and leaving an unresolved question of law for the report.

3.6 Fifth, CAH1 and CAH2 were in substance indistinguishable from issue-specific hearings, led by the ExP's agenda; CAH2 was time-constrained, lacked the appraisal models and scenario assessment, and limited each AP to a ten-minute and an eight-minute slot. The section 92 right was therefore not honoured in substance.

3.7 Sixth, the refusal to hold a further, appropriately widened CAH – the only means of curing that defect – removed the APs' one effective opportunity to be heard on SEGRO's full case, and the ExP's reasons (that the process is predominantly written and the two hearings sufficed) do not engage with the request or the statutory right. The constraints on the Deadline 7 summary document deny them a written substitute.

4 Effects on the APs

4.1 The cumulative effect is that the APs never presented their case as the statutory scheme contemplates, and this cannot be remedied by the volume of material produced in response to a case disclosed piecemeal.

4.2 The inquisitorial process was itself deprived of the APs' full case at the junctures that mattered – the principal issues, the written questions, the hearings and the Rule 17 powers were all fixed without it.

4.3 That the APs participated extensively is a measure of the deficiency, not of adequacy: a party doing its best in an unfair process does not make it fair.

5 Implications for the ExP and Secretary of State

5.1 The ExP will report on an Examination in which the section 92 right was not honoured in substance and central CA evidence was not tested.

5.2 The APs invite the ExP to report its conclusions on these concerns, to record whether the evidence was effectively tested through the CAH process, and to consider what further steps the Secretary of State could take.

5.3 If the Secretary of State is otherwise minded to grant the DCO as sought, the APs invite consideration of the substance and legal implications of the unfairness, which cannot readily be undone. Written submissions cannot substitute for a hearing before the ExP, and these are matters to be weighed in deciding whether to authorise the acquisition at all.

DLA Piper UK LLP

1 September 2026

Appendix 2 – Tripartite Statement of Common Ground

East Midlands Gateway Phase 2 (EMG2)

Document DCO 8.12

DRAFT

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

August 2026

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

SEGRO.COM/SLPEMG2

SEGRO

1 Introduction

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

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

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

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

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

2 Details of the Parties to this SoCG

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

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

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

3 Content of this SoCG

3.1 The areas covered by this SoCG are as follows:

3.1.1 Land Interests

3.1.2 History of land acquisition

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

3.1.4 The DCO Application

3.1.5 Negotiations between the parties

3.1.6 Infrastructure and interface matters

3.1.7 The Freeport

3.1.8 Viability

3.1.9 Matters under discussion

3.1.10 Matters not agreed

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

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

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

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

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

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

3.8 This version of the SoCG was shared with the Applicant on 28 August 2026 and sets out Prologis and EMIA's response to the amendments made by the Applicant to its own position, which were provided to Prologis and EMIA at Deadline 5 and submitted in the version published at Deadlines 5 and 6.

3.9 Prologis and EMIA received an updated version of this SoCG from the Applicant on 31 August 2026, being a public holiday and the day before Deadline 7. The Applicant has stated to Prologis and EMIA that it intends to submit that updated version at Deadline 8 subject to any further amendments made by Prologis and EMIA between Deadline 7 and Deadline 8. However, should the 31 August version be submitted by the Applicant at Deadline 7 instead, Prologis and EMIA wish to draw to the ExP's attention that the position of Prologis and EMIA recorded in that document will not address all of the points raised by the Applicant. In any event, Prologis and EMIA reserve the right to update their position at Deadline 8.

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

			to option in favour of Prologis and subject to an overage agreement Plot 1/6 – Right of Way – EMIAL Plot 1/7 and Plot 2/2 – Land coloured turquoise on the plan (part) – EMA freehold subject to option in favour of Prologis Plot 2/3 – Land coloured turquoise on the plan (remainder of turquoise land) – EMA freehold subject to separate minerals ownership There are other interests around the EMG2 Main Site which are owned by MAG and are accurately set out in the Book of Reference and Sheets 1 and 2 of the Land Plans. However, those further interests fall outside the scope of this SoCG. In some cases (e.g. the Active Travel Link), this land is addressed in the SoCG between SEGRO and East Midlands Airport on operational impacts.			
2.	Land Interests of Prologis	Book of Reference (**APP-021D**) and Land	The land interests of Prologis within the EMG2 Main Site are	Agreed.		D2 April 21 2026

		Plans (**APP-027D and 028D**)	accurately set out in the Book of Reference (**APP 02.1D**) The interests are as follows: Plot 1/2 – Hyams Lane subsoil Plot 1/3 – Land coloured yellow on the plan – Prologis UK 121 Limited freehold acquired from Messrs Jarrom Plots 1/4 – Land coloured blue on the plan – Prologis UK 121 Limited option to acquire from EMIAL Plot 1/5 – Land coloured orange on the plan – Prologis UK 121 Limited freehold acquired from Messrs Jarrom.			
History of Land Acquisition						
3.	Acquisition of land within EMG2 Main Site by SEGRO	Applicants Response to Relevant Representations of Prologis and EMIAL **(REP1-051D Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**)	The Applicant's position is summarised below - The Applicant acquired an option on the land south of Hyams Lane in 2018 - The Applicant then worked with MAG to promote the entire site through the Local Plan exercise and to consider various options	Prologis and EMIA make no comment on the Applicant's stated motivation for seeking a s.35 direction. Prologis/EMIAL do not, however, agree with the Applicant's stated position in two respects. First, Prologis does not accept the description of the Joint Application as "(incomplete)";		

		Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032 Appendix 12 response to** **paras 4.15 - 4.16 and para 5.10**) **ExP Second Written Questions – Q 7.0.2 and Annexure 7A REP4-036** **Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)**	to bring forward the site and also airside development during 2020 - 2023. - Despite many offers having been made to MAG it became apparent that it would prove difficult to reach agreement within any certain timescale and, due to that, and the attraction of a certain consenting timescale and process with which the Applicant was familiar given its DCO experience, an application was made for the s.35 Direction which was issued in February 2024. - MAG submitted its (incomplete) planning application in June 2024 in the knowledge of the intention of the Applicant to progress the DCO. Whilst further information was submitted in November 2025 and May 2026 there remains outstanding information and analysis to be submitted as requested by National Highways. - the Applicant has always sought to negotiate with MAG and, since the end of 2024, Prologis to try	the application was validly submitted on 31 May 2024 (ref. 24/00727/OUTM) and has since been promoted jointly by Prologis and EMIA and updated in November 2025. Second, Prologis does not accept the Applicant's characterisation that it has "always sought to negotiate … to try and avoid the need to compulsory acquire land"; the adequacy and genuineness of that engagement is in dispute and is addressed at items 18 and 22 (see Prologis' Written Representation dated 7 April 2026 at paragraphs 6.5–6.7; Prologis' Relevant Representation at section 10; and Prologis' Responses to ExQ2 at response 7.0.2). In relation to offers made to EMIA prior to Prologis' involvement, EMIA's position is that these offers either did not represent a fair market value for the land or had no SEGRO investment committee approval in circumstances where other bidders had put forward commercially		

			and avoid the need to compulsory acquire land. - the Applicant is constrained from divulging the detail of the offers made since Prologis and MAG have refused to waive the protection of the NDA and without prejudice correspondence – hence the Applicant is effectively prevented from responding to the assertion that the offers "did not represent a fair market value".	acceptable offers that had been approved by their respective investment committees. Prologis and EMIA do not accept that the NDA and without prejudice correspondence prevents it from evidencing the fact and substance of its *pre-application* exploration of alternatives, which is what paragraph 8 of the CA Guidance requires. Prologis has in any event not refused to engage on disclosure (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2). Prologis and EMIA do not accept that the Applicant's reference to outstanding information or the position adopted by National Highways implies that the Joint Application is deficient or stalled. The Joint Application continues to be progressed with the local planning authority, and further information was submitted in November 2025 and May 2026 in the ordinary course of engagement required when dealing with an application for a		

				substantial scheme of development. Prologis and MAG are actively engaging with the relevant statutory consultees, including National Highways, and discussions with National Highways and Leicestershire County Council are progressing constructively with a view to resolving the outstanding matters in a timely manner. A holding position adopted by a statutory consultee pending further information is a normal feature of the determination process and does not or indicate that the Joint Application will not be granted once the further information has been assessed (see Prologis' Deadline 5 Submission at section 8 and Prologis' Deadline 6 Submission).		
4.	Acquisition of land within EMG2 Main Site by Prologis	Applicants Response to Relevant Representations of Prologis and EMIAL **(REP1-051D Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**)	- Prologis acquired its interests in the land in October 2024 in the knowledge of the intention of the Applicant to progress the DCO. - The Applicant has consistently sought to negotiate with Prologis to try and avoid the need to compulsory acquire land and continues to do so.	Prologis confirms that it acquired its freehold interest in the former Jarrom land on 29 October 2024 and holds further interests under an option agreement with EMIA. That acquisition followed an open-market competitive bid process conducted by the landowners' agent, in which it		

		Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032 Appendix 12 response to paras 4.15 - 4.16 and para 5.10**) Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	- The ExP is referred to the Applicant's response to the Prologis response to 2WQ 7.0.2 submitted at Deadline 5 for detail of discussions from which it is apparent that genuine and repeated attempts have been made by the Applicant to avoid compulsory acquisition including during the four year period prior to the involvement of Prologis.	is understood SEGRO also participated and was not selected. Prologis does not accept the Applicant's framing that it acquired its interests "in the knowledge of the intention of the Applicant to progress the DCO" in so far as that framing is said to weigh against Prologis: the relevance of the timing of acquisition to the compelling-case and reasonable-alternatives tests is in dispute, and an affected party's commercial interest is not diminished by the existence of a competing developer's proposals. Prologis also does not accept the Applicant's characterisation that it has "consistently sought to negotiate … and continues to do so"; the adequacy and genuineness of that engagement is in dispute and is addressed at items 18 and 22 (see Prologis' Responses to ExQ1 [REP1-272D] (land sale history and chronology); Prologis' Written Representation dated 7 April 2026 at section 5 and		

				paragraphs 6.5–6.7; and Prologis' Responses to ExQ2 at response 7.0.2). Prologis and EMIA do not accept the chronology appended to the Applicant's Deadline 5 response as an accurate or complete record. They maintain the distinction between (i) whether meetings and correspondence took place and (ii) whether what took place amounted to genuine, substantive negotiation at a formative stage. The paragraph 8 duty is expressed in the past tense, and steps taken after the application was made cannot retrospectively satisfy it (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2).		
The Joint Application						
5.	Details of Joint Application		On 31 May 2024, EMIA submitted the Joint Application to NWLDC. The application has since been promoted jointly by Prologis and MAG and updated in November 2025 ("**Joint Application**").	On 31 May 2024, EMIA submitted the Joint Application to NWLDC (ref. 24/00727/OUTM). The application has since been promoted jointly by Prologis		D4 16 June 2026

				and MAG and updated in November 2025.		
6.	Content of Joint Application		The Joint Application seeks outline planning permission for up to 135,000 sqm of Class B2/B8 floorspace (plus ancillary offices), together with a new all-movements junction on the A453, a Training Hub, a Transport Hub and associated infrastructure on the Prologis/EMIA Land.	The Joint Application seeks outline planning permission for up to 135,000 sqm of Class B2/B8 floorspace (plus ancillary offices), together with a new all-movements junction on the A453, a Training Hub, a Transport Hub and associated infrastructure on the Prologis/EMIA Land.		D4 16 June 2026
7.	Location of Joint Application		The Prologis/EMIA Land is located within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.	The Prologis/EMIA Land is located within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.		D4 16 June 2026
8.	Freeport Status		Development on the Prologis/EMIA Land pursuant to the Joint Application, if granted and delivered within the Freeport Window would qualify for Freeport fiscal reliefs available to qualifying occupiers.	Agreed. Development on the Prologis/EMIA Land pursuant to the Joint Application, if granted and delivered within the Freeport Window, would qualify for Freeport fiscal reliefs available to qualifying occupiers.		
9.	Approval of both DCO and Joint Application		The grant of planning permission pursuant to the Joint Application would not, as a matter of law or planning policy, create a legal bar	Agreed.		D4 16 June 2026

			to the grant of a DCO for the DCO Application, or vice-versa.			
10.	Affect of approval of Joint Application on deliverability/viability of the DCO Application		The grant of consent would not of itself be a bar to delivery/viability of the DCO scheme subject to the Applicant having the necessary powers to acquire all of the land interests including those subject to the joint application. The DCO will not be implemented without control over the land which is the subject of the Joint Application. Without CA powers the lack of control over the Joint Application land will present a barrier to delivery of the DCO and its attendant mitigation and benefits which include the delivery of the substantial improvements to J24.	Prologis and EMIA agree that the grant of planning permission pursuant to the Joint Application would not itself be a bar to the delivery or viability of the DCO scheme. This is consistent with the acceptance by the Applicant's viability expert, Mr Colin Cottage, that viability is to be assessed on the assumption that planning permission would be granted for the Joint Application scheme, and the point is agreed on that basis. That agreement is, however, without prejudice to Prologis and EMIA's case that the Applicant's viability assessment fails to value the land subject to the Joint Application (the Prologis/EMIA Land) on a proper market basis, as addressed at items 11 and 34 below. Prologis and EMIA do not, in any event, agree the Applicant's qualification that delivery and viability are contingent upon the Applicant having the		

				necessary powers to acquire all of the land interests, including those subject to the Joint Application; that qualification is in dispute and is addressed at items 11 and 17 below (see Prologis' Written Representation dated 7 April 2026 at section 6 and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25). Prologis and EMIA do not accept that the Applicant has demonstrated through evidence that compulsory acquisition is necessary. The Applicant's case is now that the powers are needed because negotiation is unlikely to succeed, which is an assertion about commercial preference rather than a demonstration of necessity. The draft DCO itself effectively compels collaboration (at paragraphs 5 and 6 of Part 1 of Schedule 2), and the asserted enhanced commercial risk and delay within the Freeport Window are not evidenced. The Freeport Window argument is also inconsistent with the Applicant's own		

				treatment of the non-delivery scenario, in which delivery outside the Freeport Window is treated as immaterial (see Prologis' Deadline 5 Submission at section 6 and Prologis' Deadline 6 Submission).		
11.	Effect of implementation of Joint Application on deliverability/viability of the DCO Application	Viability Appraisal and Summary of Viability Appraisal [**REP1-027D and REP1-028D**] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - REP4-033 Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	If the DCO scheme were approved without the necessary CA powers then the DCO scheme would not be deliverable and viable since - the scheme to the north of Hyams Lane under the Joint Application is a different scheme from that to be authorised by the DCO - the land to the south of Hyams Lane would not be viable to deliver as a phase 2 - the highway works for any phase 2 are unknown however the NSIP included in the DCO in respect of works to J24 would not be delivered.	Not agreed. EMIA and Prologis do not accept that the absence of compulsory acquisition powers would render the DCO scheme undeliverable or unviable. The draft DCO itself includes a requirement stipulating the up-front delivery of the highway works in advance of first occupation. That requirement would remain in place in the absence of compulsory acquisition powers, such that the parties would be required to negotiate and agree terms before either could commence development; there is accordingly no basis for the Applicant's contention that the J24 NSIP would not be delivered.		

			- The suggestion that the approval of the DCO without CA powers would enable the DCO scheme to proceed including the highway NSIP through negotiation between the parties runs counter to the experience so far. - Prologis suggests the parties could simply agree terms and then press on with their development with the highway works being delivered, presumably by the Applicant, in advance of either party commencing. There is no evidence to suggest there would be any basis for a successful negotiation between the parties and, in any event the lack of control would cause the Applicant to reconsider its commitment to delivery of the scheme and specifically the NSIP given the enhanced commercial risk to the Applicant inherent in the lack of control. In addition, leaving aside appetite for risk, it is clear from the past 18 months that any negotiations such as	The Applicant's reliance on the highway mitigation for "any phase 2" being unknown is misconceived: that point is directed to a different scenario, namely delivery of the Joint Application scheme on the northern land with a separate planning permission for the southern land as a phase 2, and not to delivery of the DCO scheme in the absence of full compulsory acquisition. In any event, the Applicant has not properly assessed whether the DCO scheme, or the southern land alone, could be delivered without full compulsory acquisition. On the Applicant's own south-of-Hyams-Lane appraisal, the highway mitigation required for the southern land could still be delivered, and the southern land would remain viable to carry those costs, once a proper market value (rather than the inflated Aldridge Option price) is paid for the land south of Hyams Lane, as demonstrated in		

			referred to by Prologis is highly likely to involve delay and uncertainty preventing the development being realised within the Freeport Window.	Prologis' viability evidence and appraisal submitted at Deadline 4. Prologis has in any event identified a number of scenarios under which the DCO scheme could be delivered on the Prologis/MAG Land without full compulsory acquisition, as set out in its written submissions (see Prologis' Relevant Representation at paragraphs 3.5 and 10.5; Prologis' Written Representation dated 7 April 2026 at section 6 and Figures 8 and 9; Prologis' Deadline 2 Submission at paragraphs 3.21–3.24; and Prologis' Deadline 4 Submission at section 6, section 7 and the response to Action Point 35). Prologis and EMIA do not accept that the Applicant has demonstrated through evidence that compulsory acquisition is necessary. The Applicant's case is now that the powers are needed because negotiation is unlikely to succeed, which is an assertion about commercial		

				preference rather than necessity. The draft DCO itself effectively compels collaboration (at paragraphs 5 and 6 of Part 1 of Schedule 2); the asserted enhanced commercial risk and delay within the Freeport Window are not evidenced; and the Freeport Window argument is inconsistent with the Applicant's own treatment of the non-delivery scenario, in which delivery outside the Freeport Window is treated as immaterial (see Prologis' Deadline 5 Submission at section 6 and Prologis' Deadline 6 Submission).		
12.	Comparability of public benefits of DCO and Joint Application	Applicants' Response to Examining Panel's First Written Questions [**REP1-054**] – see response to ExQ 1.3.2 EMIA Response to ExQ1 [**REP1-218D**] – see response to ExQ 1.3.2	The public benefits which arise from the DCO Application are materially greater than that arising from the Joint Application as set out in the documentation referred to. These benefits include: - the greater floorspace hence greater economic and employment benefits	Not agreed. Prologis and EMIA do not accept that the public benefits of the DCO Application are materially greater than those of the Joint Application. There is no material distinction between the parties' sustainability approaches (both target net zero, high EPC ratings, BREEAM Outstanding, on-site renewable energy and public transport benefits); the		

		Prologis Response to ExQ1 [**REP1-272D**] – see response to ExQ 1.3.2	- the comprehensive planning of the site facilitating internal bus connectivity and more extensive community park - the sustainable travel benefits including active travel links - the delivery of a key improvement to Junction 24 which is required to mitigate the traffic impact from the development but has a wider benefit in helping to provide capacity for future planned growth in the area.	benefits relied on by the Applicant are in substance 'additive' (arising from the scale of the whole site developed) rather than 'attributable' to compulsory acquisition (benefits which would not arise but for CA) (see Prologis' Deadline 2 Submission at paragraphs 5.2–5.3; Prologis' Deadline 3 Submission and the Spawforths Comparative Benefits Note (Annex B to the Deadline 3 Submissions) (P4-NT-TP-0035-B); and Prologis' Response to ExQ1 [REP1-272D]). Further, the Applicant has not demonstrated any analysis of the mitigation that is actually required at Junction 24 as a result of EMG2.		
The DCO Application						
13.	S.35 Direction	Environmental Statement Appendix B Section 35 Direction [**APP-068**]	The DCO Application has been brought into the Planning Act 2008 regime pursuant to a Section 35 Direction made on 21 February 2024. The Section 35 Direction identified the proposed project as: "a logistics and manufacturing hub, including a substantial carbon neutral	The DCO Application has been brought into the Planning Act 2008 regime in reliance on a Section 35 Direction made on 21 February 2024. The Section 35 Direction identified the proposed project as: "a logistics and manufacturing hub, including a substantial		D4 16 June 2026

			campus/headquarters including co-located head office functions."	carbon neutral campus/headquarters including co-located head office functions.". Prologis disputes whether the DCO scheme to which the Application relates is covered by the Section 35 Direction.		
14.	CA content	Book of Reference (**APP-021D**) and Land Plans (**APP-027D and 028D**)	The DCO Application seeks powers of compulsory acquisition and/or temporary possession over, among other land, the Prologis/EMIA Land pursuant to Part 5 of the draft DCO and section 122 PA 2008.	The DCO Application seeks powers of compulsory acquisition and/or temporary possession over, among other land, the Prologis/EMIA Land pursuant to Part 5 of the draft DCO and section 122 PA 2008.		D4 16 June 2026
15.	CA powers		For the Secretary of State to include compulsory acquisition powers in a DCO, section 122(3) PA 2008 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for those powers. This is a test that is distinct from, and not automatically satisfied by, any decision to grant development consent.	For the Secretary of State to include compulsory acquisition powers in a DCO, section 122(3) PA 2008 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for those powers. This is a test that is distinct from, and not automatically satisfied by, any decision to grant development consent.		D4 16 June 2026
16.	CA Guidance		The Guidance related to procedures for the compulsory acquisition of land (September 2013) applies to the consideration of the compulsory	Agreed.		D4 16 June 2026

			acquisition powers sought in the DCO Application.			
17.	Compelling Case		The Applicant contends that there is a compelling case in the public interest for the acquisition of the EMIAL and Prologis land	Not agreed. Prologis and EMIA do not accept that there is a compelling case in the public interest for the acquisition of the EMIAL/Prologis land. Their position is set out in their written submissions (see Prologis' Written Representation dated 7 April 2026 (Deadline 1) at section 6, in particular paragraph 6.5; Prologis' Deadline 2 Submission at section 3; and Prologis' Written Summary of Oral Submissions at CAH2 (submitted at Deadline 4) at paragraphs 9 to 11).		
18.	Reasonable Alternatives		The Applicant contends that all reasonable alternatives to the compulsory acquisition of the EMIAL/Prologis land as required by paragraph 8 of the CA Guidance have been explored	Not agreed. Prologis and EMIA do not accept that all reasonable alternatives to the compulsory acquisition of the EMIAL/Prologis land, as required by paragraph 8 of the CA Guidance, have been explored. The specific alternatives are addressed at item 44 below, and their position is otherwise set out in their written submissions (see Prologis' Written		

				Representation dated 7 April 2026 (Deadline 1) at paragraphs 5.4–5.6 and 6.5–6.6 and section 10 of the PRR; Prologis' Deadline 2 Submission at section 3; the summary of the oral case given at CAH2, as set out in Prologis' Written Summary of Oral Submissions at Compulsory Acquisition Hearing 2 (submitted at Deadline 4) at paragraph 13; and Prologis' Responses to ExQ2 at response 7.0.2).		
Negotiations between the Parties						
19.	Between the Applicant and EMIAL	Pre-application Land and Rights Negotiations Tracker [**APP-022D**] Applicants' Response to Relevant Representations of Prologis and EMIAL **(REP1-051D Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**)	Negotiations between SEGRO and MAG first commenced in February 2020. The Applicant has set out the history of the four years of negotiations with MAG in its response to the relevant representations of EMIA (largely ignored in the submissions of Prologis and MAG) and has at Deadline 5 responded to the inaccurate information submitted on the part of Prologis at D4 in the Applicant's response to the response of Prologis to ExQ2 7.0.2.	Negotiations between SEGRO and EMIA first commenced in February 2020.		D4 16 June 2026

		Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032 Appendix 12 response to paras 4.15 - 4.16 and para 5.10**) **Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)**				
20.	Between the Applicant and Prologis		Negotiations between the Applicant and Prologis (on behalf of both EMIAL and Prologis) first commenced in November 2024. See response to 3. and 19. above	Prologis and EMIA do not accept that "negotiations" commenced in November 2024. Initial contact between the Applicant and Prologis was made on 21 November 2024; Prologis was notified of the DCO in January 2025 through the public consultation; and the first offer was not received until 21 February 2025, and contained no figures. Prologis and EMIA do not accept that what occurred at that stage amounted to		D4 16 June 2026

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

		paras 4.15 - 4.16 and para 5.10) **Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)**		meetings and correspondence took place, but dispute that what occurred amounted to genuine, substantive negotiation conducted at a formative stage. Negotiation nonetheless continues (see Prologis' Written Representation dated 7 April 2026 at paragraphs 4.15–4.16; Prologis' Response to ExQ2 at response 7.0.2 and the chronology at Appendix 12; and Prologis' Deadline 4 Cover Letter at paragraphs 2.1–2.5). Prologis and EMIA do not accept the chronology appended to the Applicant's Deadline 5 response as an accurate or complete record. They maintain the distinction between (i) whether meetings and correspondence took place and (ii) whether what took place amounted to genuine, substantive negotiation at a formative stage. The paragraph 8 duty is expressed in the past tense, and steps taken after the application was made cannot retrospectively satisfy it (see Prologis' Deadline 5		

				Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2).		
Infrastructure and Interface Matters						
23.	Highway Access to southern land		The highway access corridor through to the southern land indicated in the Joint Application may be physically achievable and suitable subject to issues of the status of Hyams Land being resolved. Whether the proposed roundabout at the access to the A453 from the Prologis land and the internal estate road through the northern land are adequate to deal with traffic from both the Joint Application and the southern land has not, as far as the Applicant is aware, been tested. Until that roundabout and estate road have been confirmed as suitable to access the whole site (including the additional floorspace provided in the Joint Application on the northern land compared with the DCO scheme) it cannot be confirmed that the Joint Application provides suitable access for the southern land which is acceptable to the highway authorities.	Not agreed. The Joint Application includes a Principal Highway Access Corridor, and a southern roundabout, designed to be compliant to serve the land to the south, and the A453 access roundabout has been designed and sized having regard to the combined trip generation from both the Prologis/MAG Land and the Southern Land. Prologis and EMIA do not accept the Applicant's characterisation that the suitability of the roundabout and estate road is untested, or that access would necessarily be dependent upon agreement with a commercial competitor with consequent delay: there is no in-principle impediment to phased delivery by two separate promoters, and any cumulative highway mitigation would fall to be secured through the usual planning		

			Aside from viability issues, any access is in any event reliant on approval and delivery of the Joint Application and the Applicant being able to reach agreement with a commercial competitor with implications for delay.	condition, section 106 and section 278 mechanisms in the ordinary way (see Prologis' Written Representation dated 7 April 2026 at paragraphs 5.27–5.28; and Prologis' Responses to ExQ1 [REP1-272D], including the illustrative access design at Appendix 6).		
24.	Compatibility of access arrangements	Applicants Response to Relevant Representations of Prologis (REP1-051D Appendix 6)	The access proposals in the Joint Application are not compatible with the access proposals in the DCO Application. The DCO scheme has the benefit of bus and cycle access across the strip of land owned by Moto as a result of which the access enables bus and cycle penetration into the site with shuttle bus connectivity with all parts of the site unlike the Joint Application. As explained previously the principal form of access to the DCO scheme did not change "at a relatively late stage". The access was determined as early as 2024 and the highway modelling has all been based on that access which best facilitates public transport and HGV movements. It is noted that Prologis do not deny that	Prologis and EMIA agree that the access proposals in the Joint Application and the DCO Application are not compatible. That incompatibility is, however, the result of changes made by SEGRO to its own proposals at a relatively late stage before the DCO Application was made. The earlier onsite road configuration, which had been proposed since the Section 35 Direction was issued and on which Prologis had developed its own highways proposal, was varied without any explanation, so that the physical interface between the two schemes would be less straightforward (see Prologis' Relevant Representation at paragraph 10.8; and Prologis'		

			their site is effectively severed by the Moto strip which prevents vehicular interconnectivity between the land to the east of the Moto land (including the transport hub) and the remainder of the site.	Written Representation dated 7 April 2026 at section 6). Prologis and EMIA expressly reject the Applicant's assertion that the Prologis/MAG Land is effectively severed by the Moto strip, or that the Moto strip prevents vehicular interconnectivity between the land to the east of the Moto land, including the Transport Hub, and the remainder of the site. That assertion has not previously been put to Prologis and EMIA in terms, and the absence of any prior response to it is not to be taken as acceptance of it. The Joint Application is designed as an integrated development and delivers equivalent bus, cycle, pedestrian and sustainable travel and connectivity provision across the whole of the Prologis/MAG Land, and such provision is not dependent upon single developer delivery of the entire EMG2 Main Site (see Prologis' Deadline 5 Submission at section 8 and		

				Prologis' Deadline 6 Submission).		
25.	J24 highway mitigation	Applicant's Response to the Deadline 2/3 submissions (Appendix K REP4-033) [D4 submission]	The highway mitigation proposed in the DCO is required to mitigate the impact of the DCO scheme. It has a wider benefit in that it is consistent with (but not reliant upon) the emerging proposals for a strategic scheme at J24 which will enable, and is required for, planned growth in the area. The Applicant is part of a consortium of developers which have been considering the strategic scheme with National Highways of which the mitigation for the DCO scheme is considered a key first element.	The highway mitigation strategy for Junction 24 of the M1 is being progressed through a multi-developer consortium framework, of which SEGRO is a participant. The J24 mitigation solution is not a product of the DCO Application alone.		
26.	Highway works proportionate	Applicant's Response to the Deadline 2/3 submissions (Appendix K REP4-033)	The highway works proposed in the DCO are required to mitigate the impact of the development and as such are proportionate to the development proposed. The fact that the works also have wider benefits does not affect that proportionality. It is not the Applicant's case, as suggested, that the works exceed what is required to mitigate EMG2. The works are required to mitigate EMG2 but also have wider benefits. Prologis/EMIA seem to	Not agreed. Prologis and EMIA do not accept that the highway works proposed in the DCO are proportionate mitigation of the impacts of the DCO development. Highway works must be subordinate and proportionate to the development they are intended to mitigate and cannot be an aim in themselves; where their scale, cost or land-take exceeds what is necessary to address the		

			believe that the two are mutually exclusive whereas, clearly, they are not. No evidence has been produced to demonstrate that the EMG2 proposals could be delivered without unacceptable impacts in the absence of the mitigation proposed in the DCO. It is notable that highway mitigation for the Joint Application has not yet been identified.	scheme's impacts, they cannot lawfully justify the grant of compulsory acquisition powers, nor be afforded significant weight as a public benefit in the section 122(3) balance. On the Applicant's own case the works exceed what is required to mitigate EMG2: the Applicant has acknowledged (in response to ISH1 Action Point 7) that the new free-flow link from the M1 northbound to the A50 westbound would be required to allow for growth in the area "whether that included EMG2 or not", and has told LCC that the mitigation would bring capacity benefits to the strategic road network that "go beyond mitigating the impacts of the EMG2 development". To that extent the works fall to be assessed as components of a wider strategic regional programme being progressed by a multi-developer consortium, not as benefits attributable to the DCO scheme (see Prologis' Written Representation dated 7 April 2026 at section 8 and		

				paragraphs 5.35–5.37; Prologis' Relevant Representation at paragraphs 13.18–13.24; Prologis' Deadline 3 Submission at paragraphs 3.1–3.2; and Prologis' Deadline 4 Submission at paragraphs 7.1–7.3). The Applicant's answer does not engage with its own acknowledgements set out above, namely that the free flow link would be required whether or not EMG2 came forward and that the mitigation brings capacity benefits going beyond mitigating the impacts of EMG2. Those acknowledgements are not answered by the proposition that works may both mitigate EMG2 and have wider benefits. Prologis' position on the A453 dualling, set out in its Written Summary of Oral Submissions at CAH2 and ISH3 and in its Deadline 5 Submission at paragraph 5.11, remains unanswered.		

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

				burden does not lie with Prologis/EMIA to disprove SEGRO's assertions. In any event, even if the highway mitigation required for the southern land were the same as or similar to that proposed in the DCO, the scheme could still be delivered and the southern land would remain viable to carry those costs, provided a proper market value (rather than the inflated Aldridge Option price) were paid for the land south of Hyams Lane, as demonstrated in the viability evidence and appraisal submitted by Prologis at Deadline 4 (see Prologis' Written Representation dated 7 April 2026 at sections 5 and 6; Prologis' Relevant Representation at section 10; and Prologis' Deadline 4 Submission at section 7 and the responses to Action Points 35 and 49).		
Freeport						
28.	Location		The EMG2 Main Site falls within the EMAGIC cluster of the East	The EMG2 Main Site falls within the EMAGIC cluster of the East Midlands Freeport		D4 16 June 2026

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

				are accessed by qualifying occupiers (as recorded at item 30) and therefore depend on occupation within the Window, noting that, strictly, certain reliefs are triggered by qualifying expenditure being incurred, or qualifying employees being hired, before the Window closes rather than by occupation alone. For the avoidance of doubt, Prologis and EMIA do not accept that this point assists the Applicant's case for compulsory acquisition.		
32.	Mechanism for delivery		There is no legislative requirement as to the delivery mechanism for development or for the entirety of the site to be brought forward by a single developer or as a single development however it is good planning practice for large sites to be planned comprehensively to achieve the optimal form of development providing the best opportunity to maximise the economic and social benefits whilst minimising the environmental impacts.	Prologis and EMIA agree that there is no legislative or policy requirement as to the delivery mechanism for development, or for the entirety of the site to be brought forward by a single developer or as a single development. The objectives of comprehensive, well-planned development do not require the site to be under the control of a single developer, and the Applicant does not suggest that they do. Those objectives can be		

				achieved across a multi-developer site through well-understood coordinating mechanisms, including a co-ordinating role for the local planning authority through planning conditions and requirements, design codes, parameter plans, masterplanning and phasing, and section 106 obligations, which are routinely used to secure coherent, high-quality outcomes regardless of the number of promoters involved (see Prologis' Written Representation dated 7 April 2026 at paragraphs 5.23–5.24; Prologis' Relevant Representation at section 10; and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25).		
33.	Amount of Freeport benefits		The DCO scheme will achieve materially greater benefits related to the Freeport which is a matter relevant to the consideration of whether or not there is a compelling case in the public interest.	Not agreed. Prologis and EMIA consider that the "materially greater" Freeport benefits claimed are additive, rather than flowing from the grant of CA powers. They accrue from the scale of the whole site developed, and the Freeport designation is not dependent upon a single developer or		

				upon compulsory acquisition. The fiscal reliefs accrue to qualifying occupiers, not to the developer, and are equally available whether the Prologis/EMIA Land is developed pursuant to the Joint Application or the DCO Application. In any event, the benefits relied upon are dependent upon the DCO development being delivered within the Freeport Window, which Prologis and EMIA dispute on the basis of viability: the DCO scheme is, on the Applicant's own evidence, only marginally viable, such that there is a real risk it will not be delivered within the Window at all, whereas the Joint Application provides a more certain route to securing Freeport benefits on the Prologis/EMIA Land (see Prologis' Deadline 2 Submission at AP12 (Freeport) and paragraph 5.3; Prologis' Deadline 3 Submission, Financial Viability Assessment of Peter Roberts; and Prologis' Deadline 4 Submission at section 6).		

Viability						
34.	Evidence	Viability Appraisal and Summary of Viability Appraisal **[REP1-027D and REP1-028D]** Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - REP4-033 Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17) Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	Viability evidence was submitted by the Applicant at D1 dealing with the viability of the DCO scheme and the viability of the southern land alone. The viability evidence also cast doubt on the viability of the development of the Joint Application. At D4 the Applicant responded to the viability evidence submitted by Prologis/EMIAL at D3. Further submissions were made at D5.	Not agreed. The viability evidence submitted by the Applicant at Deadline 1 is fundamentally flawed, for the reasons set out in Mr Peter Roberts' Financial Viability Assessment submitted at Deadline 3. The further viability evidence submitted by the Applicant at Deadline 4 is also fundamentally flawed, for the reasons set out in the Second Report of Mr Peter Roberts submitted at Deadline 5. Prologis and EMIA do not accept that the Applicant's viability evidence casts doubt on the viability of the Joint Application. Mr Cottage has made clear that he is not contending that the Joint Application scheme is not commercially viable. As matters stand at Deadline 7, SEGRO has still provided no appraisal based on a realistic market value of the Prologis/MAG Land; on Mr Cottage's own figures SEGRO		

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				cannot both pay market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable; SEGRO has adduced no evidence that development south of Hyam's Lane would be unviable as a standalone or collaborative development, the only appraisal relied upon being an artificial construct; and Mr Cottage does not invite the ExP to conclude that the Joint Application scheme is unviable (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter Roberts submitted at Deadline 5).		
35.	Viability of DCO scheme	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - REP4-033 Applicant's Response to the Deadline 4 submissions of Prologis	The DCO scheme is viable	Not agreed. SEGRO has still provided no appraisal based on a realistic market value of the Prologis/MAG Land; on Mr Cottage's own figures SEGRO cannot both pay market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter		

		submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)		Roberts submitted at Deadline 5).		
36.	Viability of Joint Application	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - REP4-033 Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	The Joint Application scheme does not appear to be viable although key information from Prologis to carry out a full appraisal (such as the amount paid for the land and identification and confirmation of highway mitigation) is not available.	Not agreed. Prologis and EMIA maintain that the Joint Application scheme is viable. Mr Cottage does not invite the ExP to conclude that the Joint Application scheme is unviable and there is no evidence that suggests it is likely to be unviable (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter Roberts submitted at Deadline 5).		
37.	Viability of Southern Land	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - REP4-033 Applicant's Response to the Deadline 4 submissions of Prologis submitted by the	The southern land is not viable	Not agreed. SEGRO has adduced no evidence that development south of Hyam's Lane would be unviable as a standalone or collaborative development, the only appraisal relied upon being an artificial construct (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter Roberts submitted at Deadline 5).		

		Applicant at Deadline 5 (Appendix 8 Doc 7.17)				
38.	Areas of agreement /disagreement	Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	Respective experts have been asked by ExP to prepare a document identifying the issues between them and so this SoCG defers to that document in respect of specific valuation issues The Prologis/EMIA version of events is not accurate. Mr Cottage produced an initial Excel Spreadsheet and sent it to Mr Roberts for review on 28 May 2026. On 2 June 2026, Mr Roberts sent Mr Cottage a different Excel spreadsheet. Mr Cottage checked that the spreadsheet worked, which it did, other than for slightly overcalculating interest costs (reducing viability as a result), and confirmed he was happy to adopt Mr Robert's spreadsheet. Mr Cottage returned the spreadsheet to Mr Roberts on 12 June 2026 with his comments and some alterations to the "User Instruction" tab, including noting that the spreadsheet over calculates interest. On the 14th June Mr Roberts returned the spreadsheet to Mr Cottage with some alterations and on the 15th June, Mr Cottage sent back what he believed to be the final	Prologis and EMIA agree that the respective valuation experts have been asked by the ExP to identify the issues between them, and that this SoCG defers to that document in respect of specific valuation issues. Action Point 35 dated 12 May 2026 required the Applicants, Prologis and EMIA to prepare an Excel spreadsheet retaining formulas and identifying areas of agreement and disagreement. It was necessary for Prologis' valuer to take the lead on this action and, having received the Argus files from Mr Cottage for SEGRO, Mr Roberts replicated those appraisals on behalf of Prologis and EMIA and invited Mr Cottage to make comments. It was necessary to prepare two spreadsheets as Mr Cottage's Evidence Document DCO 4.3 provides a full DCO scheme appraisal and a		D4 16 June 2026

			version with a few further minor issues. Mr Roberts acknowledged receipt and Mr Cottage heard nothing more from him on the matter. However, the version that Prologis submitted to the ExP at Deadline 4 is not the version seen by Mr Cottage, but a different version with some additional comments from Mr Roberts and the reference to the over calculation of interest in the “User Instruction” tab removed. Mr Roberts did not send his spreadsheet for the land to the south of Hyams Lane to Mr Cottage until 18.22 on Sunday 14 June 2026. Bearing in mind that Mr Cottage was also preparing a submission for Deadline 4, this did not give him sufficient time to properly review the spreadsheet and engage with Mr Robert’s on it before Deadline 4 (16 June 2026). Moreover, while Prologis (and Mr Roberts) continue to say that the second appraisal in Document DCO 4.5 relates to the land south of Hyams Lane, as Mr Cottage has made very clear, it is an appraisal of the DCO Scheme assuming no compulsory purchase powers over the Prologis Land, which is a different thing.	separate appraisal relating to the land south of Hyams Lane assuming that the Prologis/MAG land is delivered separately. Prologis and EMIA understood that this was because SEGRO considered that the viability of that scenario is of relevance to the decision by the ExP. Mr Roberts therefore prepared a separate Excel appraisal replicating Mr Cottage’s Argus appraisal but Mr Cottage declined to make any comments therein. SEGRO’s Deadline 6 account of the exchange of spreadsheets is not accepted. Mr Roberts’ account is set out in his Second Report (Deadline 5) at paragraph 8.12 and the accompanying correspondence. Mr Cottage no longer provides any evidence as to the viability of the Aldridge land, relying instead on a hypothetical scheme that does not reflect the dDCO.		

			Not least because Mr Cottage's appraisal assumed completion of the DCO Highways Works, while Mr Roberts argues that this would not be necessary if the land south of Hyam's lane were to be brought forward separately. Until the basis of an appraisal can be agreed between the valuers, submitting an Excel Spreadsheet reflecting the agreed basis is clearly not possible and also potentially misleading.			
Other matters in dispute						
39.	Vires / Section 35 Direction correspondence	Environmental Statement Appendix B Section 35 Direction [APP-068]; draft DCO submitted at Deadline 5 Applicant's responses to Deadline 2 & 3 submissions REP4-033 Applicant's Post Hearing Submissions REP4-034	The Applicant has responded to this issue and rejects the contention that there is any legal difficulty for the reasons set out in the Post Hearing Submission and the Applicant's responses to Deadline 2 and 3 submissions.	Prologis and EMIA's position is that the DCO scheme as applied for is not consistent with the Section 35 Direction and the Secretary of State has no power to grant the DCO as applied for, or to vary the Direction as part of the determination of the application. This includes the proper construction of the Direction (in particular the meaning of "substantial", "campus" and "co-located head office functions"), the divergence of SEGRO's masterplan from the project described in the Direction, and		

				the inadequacy of the proposed requirement and Article 5, which do not and cannot cure that inconsistency (see Prologis' Written Representation dated 7 April 2026 at paragraphs 3.1–3.17; Prologis' Deadline 2 Submission at section 2 (paragraphs 2.1–2.38, including paragraphs 2.21–2.33); Prologis' Deadline 4 Submission at section 3 (including paragraphs 3.7–3.28 and 3.34–3.35) and Appendix 5; and Prologis' Responses to ExQ2 at response 1.0.5).		
42.	Legal basis of determination (section 104 / section 105 split)	Draft DCO submitted at Deadline 5; Statement of Reasons (REP1-025D) Applicant's Post Hearing Submissions REP4-034 Applicants Note on Disaggregation submitted at Deadline 5 (Doc 7.18)	The Applicant has responded to this issue in the Applicant's Post CAH2 Hearing Submissions and subsequent correspondence from which it is clear that there is no requirement to assess the different elements of the single project discretely.	Prologis and EMIA contend that the different elements of the project (the business and commercial development, the strategic highway works, and associated development) must each be assessed discretely under the correct statutory framework, applying R (EFW Group Ltd) v Secretary of State [2021] EWHC 2697 (Admin). The highway works are promoted as mitigation for the commercial development and are not independent NSIPs; their justification depends on		

				the fate of the principal commercial element (see Prologis' Written Representation dated 7 April 2026 at paragraphs 3.10–3.15 and Prologis' Deadline 2 Submission at AP8 (Legal basis of determination)).		
43.	Adequacy of the Environmental Statement	Environmental Statement [APP-067 and updated chapters] Applicant's Post Hearing Submissions REP4-034 Appendix 1	The Applicant does not accept the contention that the ES is deficient in failing to address the socio-economic and land-use consequences on the Joint Application for the reasons set out in the Applicant's CAH2 Post Hearing Submissions at Appendix 1. Further representations have been made in subsequent correspondence with the ExP.	Prologis and EMIA contend that the Environmental Statement is legally inadequate in that it fails to assess the adverse socio-economic and land-use consequences of frustrating the Joint Application (the "delivery" and "non-delivery" scenarios), and that this deficiency cannot be remedied without a targeted supplement to the ES (see Prologis' Deadline 2 Submission at paragraph 5.2(b); and Prologis' Deadline 4 Submission at section 5 and the responses to Action Points 31–33).		
44.	Reasonable alternatives (specific scenarios)	Statement of Reasons; Pre-application Land and Rights Negotiations Tracker [APP-022D]	The Applicant has been considering and discussing a variety of alternatives with first MAG and more recently, Prologis for many years in a genuine effort to avoid compulsory purchase	Prologis and EMIA have identified and put to SEGRO a series of reasonable alternatives to compulsory acquisition, including (a)		

		Applicant’s Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	powers. The most up to date and accurate chronology of the discussions with Prologis is in the Applicant’s response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5. The CA guidance requires reasonable alternatives to be explored. None of the alternatives proposed to MAG in the period of negotiation proved acceptable to MAG and, to date none of the alternatives put forward by Prologis have proved to be realistic alternatives which, even if they were workable (unlikely given nature of negotiations) would have adverse impacts on viability of the southern land and involve substantial delay.	exclusion of CA powers over the Prologis/MAG Land to allow delivery under the Joint Application; (b) provision of no more than access across the Prologis/MAG Land to enable the Southern Land to come forward; (c) the grant of the DCO without CA powers, with Prologis delivering the DCO development on its own land in reliance on section 156 PA 2008; (d) targeted amendments substituting the Joint Application parameters; and (e) a joint venture arrangement. SEGRO has not genuinely explored these in a structured or good-faith way (see Prologis’ Written Representation dated 7 April 2026 at paragraph 6.2 and section 10 (paragraphs 10.5–10.7) of the PRR; and Prologis’ Deadline 2 Submission at paragraphs 3.21–3.25). SEGRO’s answer confines itself to assertion. The paragraph 8 duty requires alternatives to have been explored before the application was made; each of the five alternatives was proposed by Prologis rather		

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

SIGNATURES:

On behalf of the DCO Applicant:

……………………………………………….
Signature

……………………………………………….
Name

On behalf of EMIA:

……………………………………………….
Signature

……………………………………………….
Name

On behalf of Prologis:

……………………………………………….
Signature

……………………………………………….
Name

APPENDIX 1

[Ownership plan]

East Midlands Gateway
Phase 2 (EMG2)

Document DCO 8.12

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

~~June~~August 2026~~ (2)~~

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

SEGRO.COM/SLPEMG2

SEGRO

1 Introduction

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

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

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

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

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

2 Details of the Parties to this SoCG

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

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

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

3 Content of this SoCG

3.1 The areas covered by this SoCG are as follows:

3.1.1 Land Interests

3.1.2 History of land acquisition

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

3.1.4 The DCO Application

3.1.5 Negotiations between the parties

3.1.6 Infrastructure and interface matters

3.1.7 The Freeport

3.1.8 Viability

3.1.9 Matters under discussion

3.1.10 Matters not agreed

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

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

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

3.5 Prologis and EMIA record at the outset that this SoCG has been prepared in circumstances where, as they have consistently submitted to the ExP, key components of SEGRO's evidence base were not submitted with the DCO Application. In particular, no viability evidence was submitted with the application (it was served late, at Deadline 1, and still lacks a market-based

no-scheme-world land value and a sensitivity analysis); the highways assessment has been subject to ongoing revision throughout the examination; and the Environmental Statement does not assess the adverse socio-economic consequences of frustrating the Joint Application. Prologis' position on a number of matters is accordingly expressly reserved (see Prologis' Deadline 4 Submission at section 6).

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

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

3.8 This version of the SoCG was shared with the Applicant on 28 August 2026 and sets out Prologis and EMIA's response to the amendments made by the Applicant to its own position, which were provided to Prologis and EMIA at Deadline 5 and submitted in the version published at Deadlines 5 and 6.

3.9 Prologis and EMIA received an updated version of this SoCG from the Applicant on 31 August 2026, being a public holiday and the day before Deadline 7. The Applicant has stated to Prologis and EMIA that it intends to submit that updated version at Deadline 8 subject to any further amendments made by Prologis and EMIA between Deadline 7 and Deadline 8. However, should the 31 August version be submitted by the Applicant at Deadline 7 instead, Prologis and EMIA wish to draw to the ExP's attention that the position of Prologis and EMIA recorded in that document will not address all of the points raised by the Applicant. In any event, Prologis and EMIA reserve the right to update their position at Deadline 8.

[redacted]

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

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

			Midlands Airport on operational impacts.			
2.	Land Interests of Prologis	Book of Reference (APP-021D~~-~~) and Land ~~Plans (APP-027D and APP-028D)~~	The land interests of Prologis within the EMG2 Main Site are ~~accurately set out in the Book of Reference (APP 02.1D)~~	Agreed.		D2 April 21 2026
			~~The interests are as follows:~~ ~~Plot 1/2 – Hyams Lane subsoil~~ ~~Plot 1/3 – Land coloured yellow on the plan – Prologis UK 121 Limited freehold acquired from Messrs Jarrom~~ ~~Plots 1/4 – Land coloured blue on the plan – Prologis UK 121 Limited option to acquire from EMIAL~~			

		Plans (**APP-027D and 028D**)	accurately set out in the Book of Reference (**APP 02.1D**) The interests are as follows: Plot 1/2 – Hyams Lane subsoil Plot 1/3 – Land coloured yellow on the plan – Prologis UK 121 Limited freehold acquired from Messrs Jarrom Plots 1/4 – Land coloured blue on the plan – Prologis UK 121			

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

		Appendix 12 **response to paras 4.15 - 4.16 and para 5.10**) ~~Applicant's Response to ExP Second~~ Written Questions – Q 7.0.2 and Annexure 7A REP4-036 **Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)**	- Despite many offers having been made to MAG it became apparent that it would prove difficult to reach agreement within any certain timescale and, due to that, and the attraction of a certain consenting timescale and process with which the Applicant was familiar given its DCO experience, an application was made for the s.35 Direction which was issued in February 2024. - MAG submitted its (incomplete) planning application in June 2024 in the knowledge of the intention of the Applicant to progress the DCO. Whilst further information was submitted in November 2025 and May 2026 there remains outstanding information and analysis to be submitted as requested by National Highways. - the Applicant has always sought to negotiate with MAG and, since the end of 2024, Prologis to try	jointly by Prologis and EMIA and updated in November 2025. Second, Prologis does not accept the Applicant's characterisation that it has "always sought to negotiate ... to try and avoid the need to compulsory acquire land"; the adequacy and genuineness of that engagement is in dispute and is addressed at items 18 and 22 (see Prologis' Written Representation dated 7 April 2026 at paragraphs 6.5–6.7; Prologis' Relevant Representation at section 10; and Prologis' Responses to ExQ2 at response 7.0.2). ~~Representation dated 7 April~~In relation to offers made to EMIA prior to Prologis' involvement, EMIA's position is that these offers either did not represent a fair market value for the land or had no SEGRO investment committee approval in circumstances where other bidders had put forward commercially		
		~~Applicant's Response to the Prologis response to ExQ2~~	~~which was issued in February 2024.~~	~~2026 at paragraphs 6.5–6.7; Prologis' Relevant Representation at section 10;~~		

		~~7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)~~	~~-MAG submitted its (incomplete) planning application in June 2024 in the knowledge of the intention of the Applicant to progress the DCO. Whilst further information was submitted in November 2025 and May 2026 there remains outstanding information and analysis to be submitted as requested by National Highways.~~ ~~-the Applicant has always sought to negotiate with MAG and, since the end of 2024, Prologis to try~~ and avoid the need to compulsory acquire land. ~~-~~- the Applicant is constrained from divulging the detail of the offers made since Prologis and MAG have refused to waive the protection of the NDA and without prejudice correspondence – hence the Applicant is effectively prevented ~~from responding to the assertion~~ that the offers "did not represent a fair market value".	~~and Prologis' Responses to ExQ2 at response 7.0.2).~~ acceptable offers that had been approved by their respective investment committees. Prologis and EMIA do not accept that the NDA and without prejudice correspondence prevents it from evidencing the fact and substance of its *pre-application* exploration of alternatives, which is what paragraph 8 of the CA Guidance requires. Prologis has in any event not refused to engage on disclosure (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2). ~~In relation to offers made to EMA prior to Prologis' involvement, EMA's position is that these offers either did not represent a fair market value for the land or had no SEGRO investment committee approval in circumstances where other bidders had put forward commercially~~		

				~~acceptable offers that had been approved by their respective investment committees.~~Prologis and EMIA do not accept that the Applicant's reference to outstanding information or the position adopted by National Highways implies that the Joint Application is deficient or stalled. The Joint Application continues to be progressed with the local planning authority, and further information was submitted in November 2025 and May 2026 in the ordinary course of engagement required when dealing with an application for a		
				substantial scheme of development. Prologis and MAG are actively engaging with the relevant statutory consultees, including National Highways, and discussions with National Highways and Leicestershire County Council are progressing constructively with a view to resolving the outstanding matters in a timely manner. A holding position adopted by a statutory consultee pending further information is a normal feature of the determination process and does not or indicate that the Joint Application will not be granted once the further information has been assessed (see Prologis'		

				Deadline 5 Submission at section 8 and Prologis' Deadline 6 Submission).		
4.	Acquisition of land within EMG2 Main Site by Prologis	Applicants Response to Relevant Representations of Prologis and EMIAL **(REP1-051D Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1)**	- Prologis acquired its interests in the land in October 2024 in the knowledge of the intention of the Applicant to progress the DCO. - The Applicant has consistently sought to negotiate with Prologis to try and avoid the need to compulsory acquire land and continues to do so.	Prologis confirms that it acquired its freehold interest in the former Jarrom land on 29 October 2024 and holds further interests under an option agreement with EMIA. That acquisition followed an open-market competitive bid process conducted by the landowners' agent, in which it		
~~4.~~	~~Acquisition of land within EMG2 Main Site by Prologis~~	~~Applicants Response to Relevant Representations of Prologis and EMIAL **(REP1-051D Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1)**~~ ~~Applicant's Response~~ Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032 Appendix 12 response to paras 4.15 - 4.16 and para 5.10**) Applicant's Response to the Prologis response—	~~- Prologis acquired its interests in the land in October 2024 in the knowledge of the intention of the Applicant to progress the DCO.~~ ~~- The Applicant has consistently sought to negotiate with Prologis to try and avoid the need to compulsory acquire land and continues to do so.~~ - The ExP is referred to the Applicant's response to the Prologis response to 2WQ 7.0.2 submitted at Deadline 5 for detail of discussions from which it is apparent that genuine and repeated attempts have been made by the Applicant to avoid compulsory acquisition including during the four year period prior to the involvement of Prologis.	~~Prologis confirms that it acquired its freehold interest in the former Jarrom land on 29 October 2024 and holds further interests under an option agreement with EMA. That acquisition followed an open-market competitive bid process conducted by the landowners' agent, in which it~~ is understood SEGRO also participated and was not selected. Prologis does not accept the Applicant's framing that it acquired its interests "in the knowledge of the intention of the Applicant to progress the DCO" in so far as that framing is said to weigh against Prologis: the relevance		

		to— ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 -Doc 7.17)		of the timing of acquisition to the compelling-case and reasonable-alternatives tests is in dispute, and an affected party's commercial interest is not diminished by the existence of a competing developer's proposals. Prologis also does not accept the Applicant's characterisation that it has "consistently sought to negotiate … and continues to do so"; the adequacy and genuineness of that engagement is in dispute and is addressed at items 18 and 22 (see Prologis' Responses to ExQ1 [REP1-272D] (land sale history and chronology); Prologis' Written Representation dated 7 April 2026 at section 5 and		

				~~do so"; the adequacy and genuineness of that engagement is in dispute and is addressed at items 18 and 22 (see Prologis' Responses to ExQ1 [REP1-272D] (land sale history and chronology); Prologis' Written Representation dated 7 April 2026 at section 5 and~~ paragraphs 6.5–6.7; and		

				Prologis' Responses to ExQ2 at response 7.0.2). Prologis and EMIA do not accept the chronology appended to the Applicant's Deadline 5 response as an accurate or complete record. They maintain the distinction between (i) whether meetings and correspondence took place and (ii) whether what took place amounted to genuine, substantive negotiation at a formative stage. The paragraph 8 duty is expressed in the past tense, and steps taken after the application was made cannot retrospectively satisfy it (see Prologis' Deadline 5 Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2).		
The Joint Application						
5.	Details of Joint Application		On 31 May 2024, ~~EMA~~EMIA submitted the Joint Application to NWLDC. The application has since been promoted jointly by Prologis and MAG and updated in November 2025 ("**Joint Application**").	On 31 May 2024, ~~EMA~~EMIA submitted the Joint Application to NWLDC (ref. 24/00727/OUTM). The application has since been promoted jointly by Prologis ~~and MAG and updated in November 2025.~~		D4 16 June 2026

				<u>and MAG and updated in November 2025.</u>		
6.	Content of Joint Application		The Joint Application seeks outline planning permission for up to 135,000 sqm of Class B2/B8 floorspace (plus ancillary offices), together with a new all-movements junction on the A453, a Training Hub, a Transport Hub and associated <u>infrastructure on the Prologis/EMIA Land.</u>	The Joint Application seeks outline planning permission for up to 135,000 sqm of Class B2/B8 floorspace (plus ancillary offices), together with a new all-movements junction on the A453, a Training Hub, a Transport Hub and associated infrastructure on the Prologis/EMIA Land.		D4 16 June 2026
			~~infrastructure on the Prologis/EMIA Land.~~			
7.	Location of Joint Application		The Prologis/EMIA Land is located within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.	The Prologis/EMIA Land is located within the EMAGIC cluster of the East Midlands Freeport and forms part of the designated tax site.		D4 16 June 2026
8.	Freeport Status		Development on the Prologis/EMIA Land pursuant to the Joint Application, if granted and delivered within the Freeport Window would qualify for Freeport fiscal reliefs available to qualifying occupiers.	Agreed. Development on the Prologis/EMIA Land pursuant to the Joint Application, if granted and delivered within the Freeport Window, would qualify for Freeport fiscal reliefs available to qualifying occupiers.		
9.	Approval of both DCO and Joint Application		The grant of planning permission pursuant to the Joint Application would not, as a matter of law or planning policy, create a legal bar-	Agreed.		D4 16 June 2026

			~~to the grant of a DCO for the DCO Application, or vice-versa.~~			
~~10.~~	~~Affect of approval of Joint Application on deliverability/viability of the DCO Application~~		~~The~~to the grant of ~~consent would not of itself be a bar to delivery/viability of the DCO scheme subject to the Applicant having the necessary powers to acquire all of the land interests including those subject to the joint application~~a DCO for the DCO Application, or vice-versa.	~~Prologis and EMIA agree that the grant of planning permission pursuant to the Joint Application would not itself be a bar to the delivery or viability of the DCO scheme. This is consistent with the acceptance by the Applicant's viability expert, Mr Colin~~		
10.	Affect of approval of Joint Application on deliverability/viability of the DCO Application		The grant of consent would not of itself be a bar to delivery/viability of the DCO scheme subject to the Applicant having the necessary powers to acquire all of the land interests including those subject to the joint application. The DCO will not be implemented without control over the land which is the subject of the Joint Application. Without CA powers the lack of control over the Joint Application land will present a barrier to delivery of the DCO and its attendant mitigation and benefits which include the delivery of the substantial improvements to J24.	Prologis and EMIA agree that the grant of planning permission pursuant to the Joint Application would not itself be a bar to the delivery or viability of the DCO scheme. This is consistent with the acceptance by the Applicant's viability expert, Mr Colin Cottage, that viability is to be assessed on the assumption that planning permission would be granted for the Joint Application scheme, and the point is agreed on that basis. That agreement is, however, without prejudice to Prologis and EMIA's case that the Applicant's viability assessment fails to value the land subject to the Joint Application (the Prologis/EMIA		

				Land) on a proper market basis, as addressed at items 11 and 34 below. Prologis and EMIA do not, in any event, agree the Applicant's qualification that delivery and viability are contingent upon the Applicant having the ~~necessary powers to acquire all of the land interests, including those subject to the Joint Application; that qualification is in dispute and is addressed at items 11 and 17 below (see Prologis' Written Representation dated 7 April 2026 at section 6 and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25).~~		
				necessary powers to acquire all of the land interests, including those subject to the Joint Application; that qualification is in dispute and is addressed at items 11 and 17 below (see Prologis' Written Representation dated 7 April 2026 at section 6 and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25). Prologis and EMIA do not accept that the Applicant has demonstrated through		

				evidence that compulsory acquisition is necessary. The Applicant's case is now that the powers are needed because negotiation is unlikely to succeed, which is an assertion about commercial preference rather than a demonstration of necessity. The draft DCO itself effectively compels collaboration (at paragraphs 5 and 6 of Part 1 of Schedule 2), and the asserted enhanced commercial risk and delay within the Freeport Window are not evidenced. The Freeport Window argument is also inconsistent with the Applicant's own		
				treatment of the non-delivery scenario, in which delivery outside the Freeport Window is treated as immaterial (see Prologis' Deadline 5 Submission at section 6 and Prologis' Deadline 6 Submission).		
11.	Effect of implementation of Joint Application on deliverability/viability of the DCO Application	Viability Appraisal and Summary of Viability Appraisal -[REP1-027D and REP1-028D-] Applicant's Response	If the DCO scheme were approved without the necessary CA powers then the DCO scheme would not be deliverable and viable since	Not agreed. EMIA and Prologis do not accept that the absence of compulsory acquisition powers would render the DCO scheme undeliverable or unviable. The draft DCO itself		

		to Deadline 2 and 3 Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) - page 133 and Annex L - REP4-033~~)~~ Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	- the scheme to the north of Hyams Lane under the Joint Application is a different scheme from that to be authorised by the DCO - the land to the south of Hyams Lane would not be viable to deliver as a phase 2 - the highway works for any phase 2 are unknown however the NSIP included in the DCO in respect of works to J24 would not be delivered. ~~- The suggestion that the approval of the DCO without CA powers would enable the DCO scheme to proceed including the highway NSIP through negotiation between the parties runs~~	includes a requirement stipulating the up-front delivery of the highway works in advance of first occupation. That requirement would remain in place in the absence of compulsory acquisition powers, such that the parties would be required to negotiate and agree terms before either could commence development; there is accordingly no basis for the Applicant's contention that the J24 NSIP would not be delivered. ~~The Applicant's reliance on the highway mitigation for "any phase 2" being unknown is misconceived: that point is directed to a different scenario – namely delivery of the Joint Application scheme on the northern land with a separate planning permission for the southern land as a phase 2 –~~		
			- The suggestion that the approval of the DCO without CA powers would enable the DCO scheme to proceed including the highway NSIP through negotiation between the	The Applicant's reliance on the highway mitigation for "any phase 2" being unknown is misconceived: that point is directed to a different scenario, namely delivery of		

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

				~~DCO scheme could be delivered on the Prologis/MAG Land without full compulsory~~		
			referred to by Prologis is highly likely to involve delay and uncertainty preventing the development being realised within the Freeport Window.	Prologis' viability evidence and appraisal submitted at Deadline 4. Prologis has in any event identified a number of scenarios under which the DCO scheme could be delivered on the Prologis/MAG Land without full compulsory acquisition, as set out in its written submissions (see Prologis' Relevant Representation at paragraphs 3.5 and 10.5; Prologis' Written Representation dated 7 April 2026 at section 6 and Figures 8 and 9; Prologis' Deadline 2 Submission at paragraphs 3.21–3.24; and Prologis' Deadline 4 Submission at section 6, section 7 and the response to Action Point 35). Prologis and EMIA do not accept that the Applicant has demonstrated through evidence that compulsory acquisition is necessary. The Applicant's case is now that the powers are needed		

				because negotiation is unlikely to succeed, which is an assertion about commercial		
				preference rather than necessity. The draft DCO itself effectively compels collaboration (at paragraphs 5 and 6 of Part 1 of Schedule 2); the asserted enhanced commercial risk and delay within the Freeport Window are not evidenced; and the Freeport Window argument is inconsistent with the Applicant's own treatment of the non-delivery scenario, in which delivery outside the Freeport Window is treated as immaterial (see Prologis' Deadline 5 Submission at section 6 and Prologis' Deadline 6 Submission).		
12.	Comparability of public benefits of DCO and Joint Application	Applicants' Response to Examining Panel's First Written Questions [**REP1-054**] – see response to ExQ 1.3.2 EMIA Response to ExQ1 [**REP1-218D**] – see response to ExQ 1.3.2	The public benefits which arise from the DCO Application are materially greater than that arising from the Joint Application as set out in the documentation referred to. These benefits include: - the greater floorspace hence greater economic and employment	Not agreed. Prologis and EMIA do not accept that the public benefits of the DCO Application are materially greater than those of the Joint Application. There is no material distinction between the parties' sustainability approaches (both target net zero, high EPC ratings, BREEAM Outstanding, on-site		

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

		Statement Appendix B Section 35 Direction [APP-068]	brought into the Planning Act 2008 regime pursuant to a Section 35 Direction made on 21 February 2024. The Section 35 Direction identified the proposed project as: "a logistics and manufacturing hub, including a substantial carbon neutral~~-~~ ~~campus/headquarters including co-located head office functions."~~	brought into the Planning Act 2008 regime in reliance on a Section 35 Direction made on 21 February 2024. The Section 35 Direction identified the proposed project as: "a logistics and manufacturing hub, including a substantial~~-~~ ~~carbon neutral campus/headquarters including co-located head office functions.". Prologis disputes whether the DCO scheme to which the~~		June 2026
			campus/headquarters including co-located head office functions."	carbon neutral campus/headquarters including co-located head office functions.". Prologis disputes whether the DCO scheme to which the Application relates is covered by the Section 35 Direction.		
14.	CA content	Book of Reference (APP-021D~~-~~) and Land Plans (APP-027D and ~~) APP-~~028D)	The DCO Application seeks powers of compulsory acquisition and/or temporary possession over, among other land, the Prologis/EMIA Land pursuant to Part 5 of the draft DCO and section 122 PA 2008.	The DCO Application seeks powers of compulsory acquisition and/or temporary possession over, among other land, the Prologis/EMIA Land pursuant to Part 5 of the draft DCO and section 122 PA 2008.		D4 16 June 2026
15.	CA powers		For the Secretary of State to include compulsory acquisition powers in a DCO, section 122(3)	For the Secretary of State to include compulsory		D4 16 June

			PA 2008 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for those powers. This is a test that is distinct from, and not automatically satisfied by, any decision to grant development consent.	acquisition powers in a DCO, section 122(3) PA 2008 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for those powers. This is a test that is distinct from, and not automatically satisfied by, any decision to grant development consent.		2026
16.	CA Guidance		The Guidance related to procedures for the compulsory acquisition of land (September 2013) applies to the consideration of the compulsory ~~acquisition powers sought in the DCO Application.~~	Agreed.		D4 16 June 2026
~~17.~~	~~Compelling Case~~		~~The Applicant contends that there is a compelling case in the~~ acquisition powers sought in the DCO Application.	~~Not agreed. Prologis and EMIA do not accept that there is a~~		
17.	Compelling Case		The Applicant contends that there is a compelling case in the public interest for the acquisition of the EMIAL and Prologis land	Not agreed. Prologis and EMIA do not accept that there is a compelling case in the public interest for the acquisition of the EMIAL/Prologis land. Their position is set out in their written submissions (see Prologis' Written Representation dated 7 April 2026 (Deadline 1) at section 6, in particular paragraph 6.5; Prologis' Deadline 2		

				Submission at section 3; and Prologis' Written Summary of Oral Submissions at CAH2 (submitted at Deadline 4) at paragraphs 9 to 11).		
18.	Reasonable Alternatives	~~Applicants Response to Relevant Representations of Prologis and EMIAL~~ ~~**(REP1-051D Appendix 5 and Appendix 6**~~) ~~Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)~~	The Applicant contends that all reasonable alternatives to the compulsory acquisition of the EMIAL/Prologis land as required by paragraph 8 of the CA Guidance have been explored	Not agreed. Prologis and EMIA do not accept that all reasonable alternatives to the compulsory acquisition of the EMIAL/Prologis land, as required by paragraph 8 of the CA Guidance, have been explored. The specific alternatives are addressed at item 44 below, and their position is otherwise set out in their written submissions (see Prologis' Written ~~Representation dated 7 April 2026 (Deadline 1) at paragraphs 5.4–5.6 and 6.5–6.6 and section 10 of the PRR; Prologis' Deadline 2~~		
				Representation dated 7 April 2026 (Deadline 1) at paragraphs 5.4–5.6 and 6.5–6.6 and section 10 of the PRR; Prologis' Deadline 2 Submission at section 3; the summary of the oral case given at CAH2, as set out in Prologis' Written Summary of Oral		

				Submissions at Compulsory Acquisition Hearing 2 (submitted at Deadline 4) at paragraph 13; and Prologis' Responses to ExQ2 at response 7.0.2).		
Negotiations between the Parties						
19.	Between the Applicant and EMIAL	Pre-application Land and Rights Negotiations Tracker [**APP-022D**] Applicants' Response to Relevant Representations of Prologis and EMIAL (**REP1-051D Appendix 5 Paras 1.16 – 1.28 and Appendix 6 Paras 2.1 – 2.5 Annex 1**) ~~Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032REP2-032**~~	Negotiations between SEGRO and MAG first commenced in February 2020. The Applicant has set out the history of the four years of negotiations with MAG in its response to the relevant representations of ~~EMA~~EMIA (largely ignored in the submissions of Prologis and MAG) and has at Deadline 5 responded to the inaccurate ~~information submitted on the~~ part of Prologis at D4 in the Applicant's response to the response of Prologis to ExQ2 7.0.2.	Negotiations between SEGRO and EMIA first commenced in February 2020.		D4 16 June 2026
		Applicant's Response to Deadline 1 Submissions – Written Representations of Prologis (**REP2-032** **Appendix 12**				

		response to paras 4.15 - 4.16 and para 5.10) **Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)**				
20.	Between the Applicant and Prologis		Negotiations between the Applicant and Prologis (on behalf of both EMIAL and Prologis) first commenced in November 2024. See response to 3. and 19. above	Prologis and EMIA do not accept that "negotiations" commenced in November 2024. Initial contact between the Applicant and Prologis was made on 21 November 2024; Prologis was notified of the DCO in January 2025 through the public consultation; and the first offer was not received until 21 February 2025, and contained no figures. Prologis and EMIA do not accept that what occurred at that stage amounted to ~~genuine, substantive negotiation, let alone genuine substantive negotiation conducted at a formative stage~~		D4 16 June 2026
				genuine, substantive negotiation, let alone genuine		

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

		~~**to the Prologis**~~		~~genuine, substantive~~		
		paras 4.15 - 4.16 and para 5.10) **Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)**		meetings and correspondence took place, but dispute that what occurred amounted to genuine, substantive negotiation conducted at a formative stage. Negotiation nonetheless continues (see Prologis' Written Representation dated 7 April 2026 at paragraphs 4.15–4.16; Prologis' Response to ExQ2 at response 7.0.2 and the chronology at Appendix 12; and Prologis' Deadline 4 Cover Letter at paragraphs 2.1–2.5). Prologis and EMIA do not accept the chronology appended to the Applicant's Deadline 5 response as an accurate or complete record. They maintain the distinction between (i) whether meetings and correspondence took place and (ii) whether what took place amounted to genuine, substantive negotiation at a formative stage. The paragraph 8 duty is expressed in the past tense, and steps taken after the application was made cannot retrospectively satisfy it (see		

				Prologis' Deadline 5		
				Submission at section 4 and Prologis' Responses to ExQ2 at response 7.0.2).		
Infrastructure and Interface Matters						
23.	Highway Access to southern land		The highway access corridor through to the southern land indicated in the Joint Application may be physically achievable and suitable subject to issues of the status of Hyams Land being resolved. Whether the proposed roundabout at the access to the A453 from the Prologis land and the internal estate road through the northern land are adequate to deal with traffic from both the Joint Application and the southern land has not, as far as the Applicant is aware, been tested. Until that roundabout and estate road have been confirmed as suitable to access the whole site (including the ~~additional floorspace provided in~~ the Joint Application on the northern land compared with the DCO scheme) it cannot be confirmed that the Joint Application provides suitable access for the southern land which is acceptable to the highway authorities.	Not agreed. The Joint Application includes a Principal Highway Access Corridor, and a southern roundabout, designed to be compliant to serve the land to the south, and the A453 access roundabout has been designed and sized having regard to the combined trip generation from both the Prologis/MAG Land and the Southern Land. Prologis and EMIA do not accept the Applicant's characterisation that the suitability of the roundabout and estate road is untested, or that access would necessarily be dependent upon agreement with a commercial competitor with consequent delay: there is no in-principle impediment to phased delivery by two separate promoters, and any cumulative highway mitigation would fall to be secured		

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

			Application. As explained previously the principal form of access to the DCO scheme did not change “at a relatively late stage”. The access was determined as early as 2024 and the highway modelling has all been based on that access which best facilitates public transport and HGV movements. It is noted that Prologis do not deny that	been proposed since the Section~~–~~ 35~~–~~ Direction~~–~~ was issued and on which Prologis had developed its own highways proposal, was varied without any explanation, so that the physical interface between the two schemes would be less straightforward (see Prologis’ Relevant Representation at paragraph 10.8; and Prologis’		
			~~As explained previously the principal form of access to the DCO scheme did not change “at a relatively late stage”. The access was determined as early as 2024 and the highway modelling has all been based on that access which best facilitates public transport and HGV movements. It is noted that Prologis do not deny that~~ their site is effectively severed by the Moto strip which prevents vehicular interconnectivity between the land to the east of the Moto land (including the transport hub) and the remainder of the site.	~~issued, and on which Prologis had developed its own highways proposal – was varied, without any explanation, so that the physical interface between the two schemes would be less straightforward (see Prologis’ Relevant Representation at paragraph 10.8; and Prologis’ Written Representation dated 7 April 2026 at section 6).~~ Written Representation dated 7 April 2026 at section 6). ~~As to internal connectivity,~~ Prologis and EMIA ~~do not accept that the~~ expressly reject the Applicant’s assertion that the Prologis/MAG Land is effectively severed by the		

				Moto strip, or that the Moto strip prevents vehicular interconnectivity between the land to the east of the Moto land, including the Transport Hub, and the remainder of the site. That assertion has not previously been put to Prologis and EMIA in terms, and the absence of any prior response to it is not to be taken as acceptance of it. The Joint Application is ~~incapable of delivering~~designed as an integrated development and delivers equivalent bus, cycle~~- and sustainable travel~~, pedestrian and sustainable travel and connectivity provision~~: the Joint Application itself includes a Transport Hub and active travel provision~~ across the whole of the Prologis/MAG Land, and such provision ~~does not depend on single developer~~is not dependent upon single developer delivery of the ~~whole site.~~entire EMG2 Main Site (see Prologis' Deadline 5 Submission at section 8 and		
~~25.~~	~~J24 highway~~	~~Agreed Joint Position~~	~~The highway mitigation proposed~~	Prologis' Deadline 6		

	~~mitigation~~	~~Statement relating to SRN Mitigation Scheme [REP1-060D]~~	~~in the DCO is required to mitigate the impact of the DCO scheme. It has a wider benefit in that it is consistent with (but not reliant upon) the emerging proposals for~~	~~The highway mitigation strategy for Junction 24 of the M1 is being progressed through a multi-developer consortium framework, of which SEGRO is a participant.~~Submission).		
25.	J24 highway mitigation	Applicant's Response to the Deadline 2/3 submissions (Appendix K ~~REP4-033~~ REP4-033) [D4 submission]	The highway mitigation proposed in the DCO is required to mitigate the impact of the DCO scheme. It has a wider benefit in that it is consistent with (but not reliant upon) the emerging proposals for a strategic scheme at J24 which will enable, and is required for, planned growth in the area. The Applicant is part of a consortium of developers which have been considering the strategic scheme with National Highways of which the mitigation for the DCO scheme is considered a key first element.	The highway mitigation strategy for Junction 24 of the M1 is being progressed through a multi-developer consortium framework, of which SEGRO is a participant. The J24 mitigation solution is not a product of the DCO Application alone.		
26.	Highway works proportionate	Applicant's Response to the Deadline 2/3 submissions (Appendix K ~~REP4-033~~ REP4-033)	The highway works proposed in the DCO are required to mitigate the impact of the development and as such are proportionate to the development proposed. The fact that the works also have wider benefits does not affect that proportionality. It is not the Applicant's case, as	Not agreed. Prologis and EMIA do not accept that the highway works proposed in the DCO are proportionate mitigation of the impacts of the DCO development. Highway works must be subordinate and proportionate to the development they are		

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

				strategic road network that "go beyond mitigating the impacts of the EMG2 development". To that extent the works fall to be assessed as components of a wider strategic regional programme being progressed by a multi-developer consortium, not as benefits attributable to the DCO scheme (see Prologis' Written Representation dated 7 April 2026 at section 8 and ~~paragraphs 5.35–5.37; Prologis' Relevant Representation at paragraphs 13.18–13.24; Prologis' Deadline 3 Submission at paragraphs 3.1–3.2; and Prologis' Deadline~~ 4		
				paragraphs 5.35–5.37; Prologis' Relevant Representation at paragraphs 13.18–13.24; Prologis' Deadline 3 Submission at paragraphs 3.1–3.2; and Prologis' Deadline 4 Submission at paragraphs 7.1–7.3). The Applicant's answer does not engage with its own acknowledgements set out		

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

			not possible to determine what mitigation would be required, or achievable, for the southern land - the DCO NSIP involving the green package could not be delivered without a DCO or by the southern land alone	would be required to develop the southern land alone, including the highway mitigation that would be likely to be needed, so that it can substantiate the case that it seeks to make. Whilst Prologis and EMIA recognise that the highway mitigation required to develop the southern land in isolation is not yet known, that is a reflection of SEGRO's own failure properly to explore this as a reasonable alternative to compulsory acquisition and to substantiate the assertion in its Statement of Reasons that this alternative to compulsory acquisition is unviable. The~~substantiate the assertion in~~		
				~~its Statement of Reasons that this alternative to compulsory acquisition is unviable. The~~ burden does not lie with Prologis/~~EMA~~EMIA to disprove SEGRO's assertions. In any event, even if the highway mitigation required for the southern land were the same as or similar to that proposed in the DCO, the		

				scheme could still be delivered and the southern land would remain viable to carry those costs, provided a proper market value (rather than the inflated Aldridge Option price) were paid for the land south of Hyams Lane, as demonstrated in the viability evidence and appraisal submitted by Prologis at Deadline 4 (see Prologis' Written Representation dated 7 April 2026 at sections 5 and 6; Prologis' Relevant Representation at section 10; and Prologis' Deadline 4 Submission at section 7 and the responses to Action Points 35 and 49).		
Freeport						
28.	Location		The EMG2 Main Site falls within the EMAGIC cluster of the East~~-Midlands Freeport and forms part of the designated tax site.~~	The EMG2 Main Site falls within the EMAGIC cluster of the East Midlands Freeport~~- and forms part of the designated tax site.~~		D4 16 June 2026
			Midlands Freeport and forms part of the designated tax site.	and forms part of the designated tax site.		
29.	Freeport Window		The Freeport Window - the period during which qualifying occupiers may access Freeport fiscal reliefs - is currently stated	The Freeport Window - the period during which qualifying occupiers may access Freeport fiscal reliefs - is currently		D4 16 June 2026

				to expire on 30 September 2031.	stated to expire on 30 September 2031.		
30.	Freeport Reliefs			The Freeport fiscal reliefs accrue to qualifying occupiers, not to the developer of the relevant land.	The Freeport fiscal reliefs accrue to qualifying occupiers, not to the developer of the relevant land.		D4 16 June 2026
31.	Availability of reliefs			Development on the Prologis/EMIA Land delivered pursuant to either the Joint Application or the DCO Application, if occupied within the Freeport Window, would be capable of qualifying for Freeport fiscal reliefs. The wording of the above paragraph was changed for accuracy not to make a point	Development on the Prologis/EMIA Land delivered pursuant to either the Joint Application or the DCO Application, if occupied within the Freeport Window, would be capable of qualifying for Freeport fiscal reliefs. Prologis and EMIA note that item 31 has been amended to refer to development "occupied" within the Freeport Window, in place of "commenced" as previously agreed. Prologis and EMIA are content with this change, which more accurately reflects that the Freeport fiscal reliefs~~agreed. Prologis and EMIA are~~		D4 16 June 2026
					~~content with this change, which more accurately reflects that the Freeport fiscal reliefs~~ are accessed by qualifying occupiers (as recorded at item 30) and therefore depend on		

				occupation within the Window~~ – ~~, noting that, strictly, certain reliefs are triggered by qualifying expenditure being incurred, or qualifying employees being hired, before the Window closes rather than by occupation alone. For the avoidance of doubt, Prologis and EMIA do not accept that this point assists the Applicant's case for compulsory acquisition.		
32.	Mechanism for delivery		There is no legislative requirement as to the delivery mechanism for development or for the entirety of the site to be brought forward by a single developer or as a single ~~development however it is good~~ planning practice for large sites to be planned comprehensively to achieve the optimal form of development providing the best opportunity~~ –~~ to~~ –~~ maximise~~ –~~ the economic and social benefits whilst minimising the environmental impacts.	Prologis and EMIA agree that there is no legislative or policy requirement as to the delivery mechanism for development, or for the entirety of the site to be brought forward by a single developer or as a single development. The objectives of comprehensive, well-planned development do not require the site to be under the control of a single developer, and the Applicant does not suggest that they do. Those objectives can be~~the control of a single~~		
			~~economic and social benefits whilst minimising the~~	~~developer, and the Applicant does not suggest that they do.~~		

			~~environmental impacts.~~	~~Those objectives can be~~ achieved across a multi-developer site through well-understood coordinating mechanisms~~-~~, including a co-ordinating role for the local planning authority through planning conditions and requirements, design codes, parameter plans, masterplanning and phasing, and section 106 obligations~~-~~, which are routinely used to secure coherent, high-quality outcomes regardless of the number of promoters involved (see Prologis' Written Representation dated 7 April 2026 at paragraphs 5.23–5.24; Prologis' Relevant Representation at section 10; and Prologis' Deadline 2 Submission at paragraphs 3.21–3.25).		
33.	Amount of Freeport benefits		The DCO scheme will achieve materially greater benefits related to the Freeport which is a matter relevant to the consideration of whether or not there is a compelling case in the public interest.	Not agreed. Prologis and EMIA consider that the "materially greater" Freeport benefits claimed are additive, rather than flowing from the grant of CA powers. They accrue from the scale of the whole site developed, and the Freeport designation is not dependent		

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

				and paragraph 5.3; Prologis' Deadline 3 Submission, Financial Viability Assessment of Peter Roberts; and Prologis' Deadline 4 Submission at section 6). ~~Financial Viability Assessment~~		
				~~of Peter Roberts; and Prologis' Deadline 4 Submission at section 6).~~		
Viability						
34.	Evidence	Viability Appraisal and Summary of Viability Appraisal **[REP1-027D and REP1-028D]** Applicant's Response to Deadline 2 and 3 ~~Submissions Appendix 6 (response to 2.1-2.28 of~~ Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) – page 133 and Annex L - REP4-033 Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17) Applicant's Response	Viability evidence was submitted by the Applicant at D1 dealing with the viability of the DCO scheme and the viability of the southern land alone. The viability evidence also cast doubt on the viability of the development of the Joint Application. At D4 the Applicant responded to the viability evidence submitted by Prologis/EMIAL at D3. Further submissions were made at D5.	Not agreed. The viability evidence submitted by the Applicant at Deadline 1 is fundamentally flawed, for the reasons set out in ~~the~~ Mr Peter Roberts' Financial Viability Assessment ~~of Mr Peter Roberts~~ submitted at Deadline 3. The further viability evidence submitted by the Applicant at Deadline 4 is also fundamentally flawed, for the reasons ~~that will be~~ set out in the Second Report of Mr Peter Roberts~~' response to be~~ submitted at Deadline 5. Prologis and EMIA do not accept that the Applicant's viability evidence casts doubt on the viability of the Joint		

		to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)		Application. Mr Cottage has made clear that he is not contending that the Joint Application scheme is not commercially viable. ~~Prologis and EMIA's position, and their response to~~As matters stand at Deadline 7, SEGRO has still provided no appraisal based on a realistic market value of the Prologis/MAG Land; on Mr Cottage's ~~material, is set out in Mr~~ own figures SEGRO~~Roberts' Financial Viability~~		
				~~Assessment~~ cannot both pay market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable; SEGRO has adduced no evidence that development south of Hyam's Lane would be unviable as a standalone or collaborative development, the only appraisal relied upon being an artificial construct; and Mr Cottage does not invite the ExP to conclude that the Joint Application scheme is unviable (see Prologis' Deadline 5 Submission at section 6 and the Second		

				Report of Mr Peter Roberts submitted at Deadline ~~3, and will be developed further in his response to be submitted at Deadline~~ 5).		
35.	Viability of DCO scheme	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 ~~Submissions Appendix~~ Submissions Appendix 6 (response to ~~2.1-~~2.1-2.28~~2.28~~ of Prologis submissions) – page 133 and Annex L - REP4-033~~)~~ Applicant's Response to the Deadline 4 ~~submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)~~submissions of Prologis	The DCO scheme is viable	Not agreed. ~~The evidence demonstrates that the DCO scheme is not viable, for the reasons set out in the Financial Viability Assessment of Mr Peter Roberts submitted at Deadline 3, and as will be developed further in his response to be submitted at Deadline 5.~~SEGRO has still provided no appraisal based on a realistic market value of the Prologis/MAG Land; on Mr Cottage's own figures SEGRO cannot both pay market value and achieve its 15% profit hurdle, so the DCO Scheme is marginal at best and, on a realistic land value, unviable (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter		
~~36.~~	~~Viability of Joint Application~~	~~Viability Appraisal and Summary of Viability Appraisal~~submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	~~The Joint Application scheme does not appear to be viable although key information from Prologis to carry out a full~~	~~Not agreed. The evidence demonstrates that the Joint Application scheme is viable, for the reasons set out in the~~Roberts submitted at Deadline 5).		

36.	Viability of Joint Application	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 ~~Submissions Appendix 6 (response to 2.1-2.28 of~~ Submissions Appendix 6 (response to 2.1-2.28 of Prologis submissions) – page 133 and ~~Annex L~~ REP4-033~~)~~ Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	The Joint Application scheme does not appear to be viable although key information from Prologis to carry out a full appraisal (such as the amount paid for the land and identification and confirmation of highway mitigation) is not available.	~~Financial Viability Assessment~~ Not agreed. Prologis and EMIA maintain that the Joint Application scheme is viable. Mr Cottage does not invite the ExP to conclude that the Joint Application scheme is unviable and there is no evidence that suggests it is likely to be unviable (see Prologis' Deadline 5 Submission at section 6 and the Second Report of Mr Peter Roberts submitted at Deadline ~~3, and as will be developed further in his response to be submitted at Deadline~~ 5).		
37.	Viability of Southern Land	Viability Appraisal and Summary of Viability Appraisal [REP1-027D and REP1-028D] Applicant's Response to Deadline 2 and 3 ~~Submissions Appendix~~ Submissions Appendix 6 (response to ~~2.1-~~2.1-2.28 of Prologis submissions) - page 133 and Annex L - REP4-033 Applicant's Response to the Deadline 4	The southern land is not viable	Not agreed. ~~The evidence demonstrates that the southern land is capable of viable development in isolation, for the reasons set out in~~ SEGRO has adduced no evidence that development south of Hyam's Lane would be unviable as a standalone or collaborative development, the only appraisal relied upon being an artificial construct (see Prologis' Deadline 5 ~~the Financial Viability Assessment~~Submission at		

		~~2.28 of Prologis submissions) - page~~submissions of Prologis submitted by the		section 6 and the Second Report of Mr Peter Roberts submitted at Deadline ~~3, and as will be developed further in his response to be submitted at Deadline~~ 5).		
		~~133 and Annex L - REP4-033) Applicant's Response to the Deadline 4 submissions of Prologis submitted by the~~ Applicant at Deadline 5 (Appendix 8 Doc 7.17)				
38.	Areas of agreement /disagreement	Applicant's Response to the Deadline 4 submissions of Prologis submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	Respective experts have been asked by ExP to prepare a document identifying the issues between them and so this SoCG defers to that document in respect of specific valuation issues The Prologis/EMIA version of events is not accurate. Mr Cottage produced an initial Excel Spreadsheet and sent it to Mr Roberts for review on 28 May 2026. On 2 June 2026, Mr Roberts sent Mr Cottage a different Excel spreadsheet. Mr Cottage checked that the spreadsheet worked, which it did, other than for slightly overcalculating interest costs	Prologis and EMIA agree that the respective valuation experts have been asked by the ExP to identify the issues between them, and that this SoCG defers to that document in respect of specific valuation issues. Action Point 35 dated 12 May 2026 required the Applicants, Prologis and EMIA to prepare an Excel spreadsheet retaining formulas and identifying areas of agreement and disagreement. It was necessary for Prologis' valuer to take the lead on this action and, having received the Argus		D4 16 June 2026

			(reducing viability as a result), and confirmed he was happy to adopt Mr Robert's spreadsheet. Mr Cottage returned the spreadsheet to Mr Roberts on 12 June 2026 with his comments and some alterations to the "User Instruction" tab, including noting that the spreadsheet over calculates interest. On the 14th June Mr Roberts returned the spreadsheet to Mr Cottage with some alterations and on the 15th June, Mr Cottage sent back what he believed to be the final	files from Mr Cottage for SEGRO, Mr Roberts replicated those appraisals on behalf of Prologis and EMIA and invited Mr Cottage to make comments. ~~those appraisals on behalf of~~It was necessary to prepare two spreadsheets as Mr Cottage's Evidence Document DCO 4.3 provides a full DCO scheme appraisal and a		
			~~(reducing viability as a result), and confirmed he was happy to adopt Mr Robert's spreadsheet. Mr Cottage returned the spreadsheet to Mr Roberts on 12 June 2026 with his comments and some alterations to the "User Instruction" tab, including noting that the spreadsheet over calculates interest. On the 14th June Mr Roberts returned the spreadsheet to Mr Cottage with some alterations and on the 15th June, Mr Cottage sent back what he believed to be the final~~ version with a few further minor ~~amendments to his comments.~~ issues. Mr Roberts acknowledged receipt and Mr	~~Prologis and EMIA and invited Mr Cottage to make comments. It was necessary to prepare two spreadsheets as Mr Cottage's Evidence Document DCO 4.3 provides a full DCO scheme appraisal and a~~ separate appraisal relating to the land south of Hyams Lane assuming that the Prologis/MAG land is delivered separately. Prologis and EMIA understood that this was because SEGRO considered that the viability of that scenario is of relevance to the decision by the ExP. Mr Roberts		

			Cottage heard nothing more from him on the matter. However, the version that Prologis submitted to the ExP at Deadline 4 is not the version seen by Mr Cottage, but a different version with some additional comments from Mr Roberts and the reference to the over calculation of interest in the ~~"~~"User Instruction~~"~~" tab removed. Mr Roberts did not send his spreadsheet for the land to the south of Hyams Lane to Mr Cottage until 18.22 on Sunday 14 June 2026. Bearing in mind that Mr Cottage was also preparing a submission for Deadline 4, this did not give him sufficient time to properly review the spreadsheet and engage with Mr Robert's on it before Deadline 4 (16 June 2026). Moreover, while Prologis (and Mr Roberts) continue to say that the second appraisal in Document DCO 4.5 relates to the land south of Hyams Lane, as Mr Cottage has made very clear, it is an appraisal of the DCO Scheme assuming no compulsory purchase powers over the Prologis Land, which is a different thing.	therefore prepared a separate Excel appraisal replicating Mr Cottage's Argus appraisal but Mr Cottage declined to make any comments therein. ~~Having reviewed Mr Cottage's Deadline 4 Response it would appear that SEGRO are no longer relying on the alleged~~SEGRO's Deadline 6 account of the exchange of spreadsheets is not accepted. Mr Roberts' account is set out in his Second Report (Deadline 5) at paragraph 8.12 and the accompanying correspondence. Mr Cottage no longer provides any evidence as to the viability of ~~development of~~ the Aldridge land ~~south of Hyams Lane,~~ relying instead on a hypothetical scheme that does not reflect the dDCO.		
			~~Mr Roberts did not send his spreadsheet for the land to the south of Hyams Lane to Mr Cottage until 18.22 on Sunday 14~~			

			~~June 2026. Bearing in mind that Mr Cottage was also preparing a submission for Deadline 4, this did not give him sufficient time to properly review the spreadsheet and engage with Mr Robert's on it before Deadline 4 (16 June 2026). Moreover, while Prologis (and Mr Roberts) continue to say that the second appraisal in Document DCO 4.5 relates to the land south of Hyams Lane, as Mr Cottage has made very clear, it is an appraisal of the DCO Scheme assuming no compulsory purchase powers over the Prologis Land, which is a different thing.~~ Not least because Mr ~~Cottage's~~Cottage's appraisal assumed completion of the DCO Highways Works, while Mr Roberts argues that this would not be necessary if the land south of Hyam's lane were to be brought forward separately. Until the basis of an appraisal can be agreed between the valuers, submitting an Excel Spreadsheet reflecting the agreed basis is clearly not possible and also potentially misleading.			

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

				the inadequacy of the proposed requirement and Article 5, which do not and cannot cure that inconsistency (see Prologis' Written Representation dated 7 April 2026 at paragraphs 3.1–3.17; Prologis' Deadline 2 Submission at section 2 (paragraphs 2.1–2.38, including paragraphs 2.21–2.33); Prologis' Deadline 4 Submission at section 3 (including paragraphs 3.7–3.28 and 3.34–3.35) and Appendix 5; and Prologis' Responses to ExQ2 at response 1.0.5).		
42.	Legal basis of determination (section 104 / section 105 split)	Draft DCO submitted at Deadline 5 ~~(REF[ ])~~; Statement of Reasons (REP1-025D) Applicant's Post Hearing Submissions REP4-034 Applicants Note on Disaggregation submitted at Deadline 5 (Doc 7.18)	The Applicant has responded to this issue in the Applicant's Post CAH2 Hearing Submissions and subsequent correspondence from which it is clear that there is no ~~reuirement~~requirement to assess the different elements of the single project discretely.	Prologis and EMIA contend that the different elements of the project (the business and commercial development, the strategic highway works, and associated development) must each be assessed discretely under the correct statutory framework, applying R (EFW Group Ltd) v Secretary of State [2021] EWHC 2697 (Admin). The highway works are promoted as mitigation for the commercial development and are not independent NSIPs; their justification depends on ~~the fate of the principal~~		

				~~commercial element (see Prologis'Written Representation dated 7 April 2026 at paragraphs 3.10–3.15 and Prologis' Deadline 2 Submission at AP8 (Legal basis of determination)).~~		
				the fate of the principal commercial element (see Prologis' Written Representation dated 7 April 2026 at paragraphs 3.10–3.15 and Prologis' Deadline 2 Submission at AP8 (Legal basis of determination)).		
43.	Adequacy of the Environmental Statement	Environmental Statement [APP-067 and updated chapters] Applicant's Post Hearing Submissions REP4-034 Appendix 1	The Applicant does not accept the contention that the ES is deficient in failing to address the ~~socio-economic and land-use~~socio- economic and land-use consequences on the Joint Application for the reasons set out in the Applicant's CAH2 Post Hearing Submissions at Appendix-~~1.~~ 1. Further representations have been made in subsequent correspondence with the ExP.	Prologis and EMIA contend that the Environmental Statement is legally inadequate in that it fails to assess the adverse socio-economic and land-use consequences of frustrating the Joint Application (the "delivery" and "non-delivery" scenarios), and that this deficiency cannot be remedied without a targeted supplement to the ES (see Prologis' Deadline 2 Submission at paragraph 5.2(b); and Prologis' Deadline 4 Submission at section 5 and the responses to Action Points		

				31–33).		
44.	Reasonable alternatives (specific scenarios)	Statement of ~~Reasons (REP1-025D); Pre-~~ Reasons; Pre-application Land and Rights Negotiations Tracker [APP-022D] ~~Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)~~	The Applicant has been considering and discussing a variety of alternatives with first MAG and more recently, Prologis for many years in a genuine effort to avoid compulsory purchase ~~powers.~~ ~~The most up to date and accurate chronology of the discussions with Prologis is in the Applicant's response to the Prologis~~	Prologis and EMIA have identified and put to SEGRO a series of reasonable alternatives to compulsory acquisition, including (a) ~~exclusion of CA powers over the Prologis/MAG Land to allow delivery under the Joint Application; (b) provision of no more than access across the Prologis/MAG Land to enable the Southern Land to come forward; (c) the grant of the~~		
		Applicant's Response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5 (Appendix 8 Doc 7.17)	powers. The most up to date and accurate chronology of the discussions with Prologis is in the Applicant's response to the Prologis response to ExQ2 7.0.2 submitted by the Applicant at Deadline 5. The CA guidance requires reasonable alternatives to be explored. None of the alternatives proposed to MAG in the period of negotiation proved acceptable to MAG and, to date none of the alternatives put forward by Prologis have proved to be realistic alternatives which, even if they were workable (unlikely given nature of negotiations) would have adverse impacts on viability of the southern land and involve substantial delay.	exclusion of CA powers over the Prologis/MAG Land to allow delivery under the Joint Application; (b) provision of no more than access across the Prologis/MAG Land to enable the Southern Land to come forward; (c) the grant of the DCO without CA powers, with Prologis delivering the DCO development on its own land in reliance on section 156 PA 2008; (d) targeted amendments substituting the Joint Application parameters; and (e) a joint venture arrangement. SEGRO has not genuinely explored these in a		

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

				01/2022, such that the access relied upon by the Applicant cannot be achieved even on its own terms (see Prologis' Deadline 4 Submission at paragraph 7.4 and the response to Action Point 49; and Prologis' Responses to ExQ2 in relation to highways).~~Deadline 4 Submission at~~		
				~~paragraph 7.4 and the response to Action Point 49; and Prologis' Responses to ExQ2 in relation to highways).~~		

SIGNATURES:

On behalf of the DCO Applicant:

...

Signature

~~Signature~~

...

Name

~~Name~~

On behalf of EMIA:

~~..~~

~~**Signature**~~

....

Signature

~~**Name**~~

....

Name

On behalf of Prologis:

....

Signature

~~**Signature**~~

....

Name

~~**Name**~~

APPENDIX 1

[Ownership plan]