PROSPECTUS

SEGRO plc

(Incorporated as a public limited company in England and Wales with registered office at 1 New Burlington Place, London, England, W1S 2HR with registered number 00167591)

Legal entity identifier (LEI): 213800XC35KGM9NFC641

SEGRO Capital S.à r.l.

*(a private limited liability company (société à responsabilité limitée), incorporated under the laws of the Grand Duchy of Luxembourg ("**Luxembourg**"), having its registered office at 35-37, avenue de la Liberté, L-1931 Luxembourg, Grand Duchy of Luxembourg and registered with the Registre de Commerce et des Sociétés, Luxembourg (the "**RCS Luxembourg**") under the number B256102)*

Legal entity identifier (LEI): 549300HY425AKJLQVX75

£5,000,000,000

Euro Medium Term Note Programme

guaranteed (in the case of Notes issued by SEGRO Capital S.à r.l.) by

SEGRO plc

Under the Euro Medium Term Note Programme described in this Prospectus (the "**Programme**"), SEGRO Plc (the "**Company**") and SEGRO Capital S.à r.l. ("**SEGRO Capital**") (each an "**Issuer**" and, together, the "**Issuers**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes (the "**Notes**") guaranteed, in the case of Notes issued by SEGRO Capital, by the Company (in such capacity, the "**Guarantor**")(the "**Guarantee**"). The aggregate nominal amount of Notes outstanding will not at any time exceed £5,000,000,000 (or the equivalent in other currencies).

This Prospectus (the "**Prospectus**") has been approved as a base prospectus by the Financial Conduct Authority (the "**FCA**"), as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal) Act 2020 the "**EUWA**") (the "**UK Prospectus Regulation**"). The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Company or SEGRO Capital or the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in Notes issued under the Programme.

This Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the UK. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

Application has been made to the Financial Conduct Authority (the "**FCA**") for Notes issued under the Programme for the period of 12 months from the date of this Prospectus to be admitted to the Official List of the FCA (the "**Official List**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock

Exchange's Main Market (the "**Market**"). References in this Prospectus to Notes being "**listed**" (and all related references) shall mean that Notes have been admitted to trading on the Market and have been admitted to the Official List. The Market is not a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU ("**EU MiFID II**") but is a regulated market for the purposes of Regulation (EU) No. 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"). Copies of Final Terms (as defined below) in relation to Notes to be listed on London Stock Exchange will also be published on the website of the London Stock Exchange through a regulatory information service.

Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the relevant Issuer and the relevant Dealer(s) in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued. The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Notice of the aggregate nominal amount of any Notes issued under the Programme, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined in "*Terms and Conditions of the Notes*" (the "**Conditions**")) of Notes will be set forth in a final terms document (the "**Final Terms**") which will be delivered to the FCA and the London Stock Exchange, in each case on or before the date of issue of the Notes of such Tranche.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "*Overview of the Programme*" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Prospectus to the relevant Dealer shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

An investment in Notes issued under the Programme involves certain risks. Prospective investors should have regard to the factors described under the section headed "*Risk Factors*" in this Prospectus.

Notes issued under the Programme have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or under the securities laws of any state or other jurisdiction of the United States of America (the "**United States**"). Notes issued under the Programme are being offered outside the United States by the Dealers in accordance with Regulation S under the Securities Act ("**Regulation S**"), and may not be offered, sold, pledged, taken up, resold, transferred or delivered directly or indirectly into the United States except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with all applicable securities laws of any state or other jurisdiction of the United States and any other jurisdiction.

For a description of these and certain further restrictions on offers, sales and transfer of Notes issued under the Programme and the distribution of this Prospectus, see "*Subscription and Sale*".

Notes may be issued in bearer or registered form (respectively **Bearer Notes** and **Registered Notes**).

The Company has a long-term issuer default rating of A- from Fitch Ratings Ltd. The Programme has been rated A by Fitch Ratings Ltd.

As at the date of this Prospectus, Fitch Ratings Ltd is established in the United Kingdom and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). Fitch Ratings Ltd is not established in the European Economic Area (the "**EEA**") nor has it applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). However, the ratings issued by Fitch

Ratings Ltd have been endorsed by Fitch Ratings Ireland Limited in accordance with the CRA Regulation. As at the date of this Prospectus, Fitch Ratings Ireland Limited is established in the EEA and registered under the CRA Regulation. As such, Fitch Ratings Ireland Limited is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**)" on its website (at https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the CRA Regulation). The ESMA website does not form part of this Prospectus.

Tranches of Notes to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating(s) described above or the rating(s) assigned to the Notes already issued.

Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the applicable Final Terms.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Notes issued under the Programme constitute direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer and will rank *pari passu* without any preference among themselves, and equally with all other existing and future unsecured and unsubordinated obligations of the relevant Issuer, save for such exceptions as may be provided by applicable laws that are mandatory and of general application. Notes issued by SEGRO Capital will be unconditionally and irrevocably guaranteed by the Company. The obligations of the Company under the Guarantee will be direct, unsecured and unsubordinated obligations of the Company and will rank equally with all other existing and future senior, unsecured and unsubordinated obligations of the Company, save for such exceptions as may be provided by applicable legislation and by provisions of law that are mandatory and of general application.

Arranger

Barclays

Dealers

Barclays	**Bank of China**
BNP PARIBAS	**Lloyds Bank Corporate Markets**
Lloyds Bank Corporate Markets Wertpapierhandelsbank	**NatWest Markets**
Santander Corporate & Investment Banking	**SMBC Nikko**

Wells Fargo Securities

The date of this Prospectus is 3 March 2022.

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IMPORTANT NOTICES

PROHIBITION OF SALES TO EUROPEAN ECONOMIC AREA RETAIL INVESTORS – If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling such Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling such Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

EU MIFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes will include a legend entitled "EU MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the "**EU MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the EU MIFID Product Governance Rules.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes will include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

RESTRICTIONS OF SALES TO U.S. PERSONS (AS DEFINED IN REGULATION S) – Notes issued under the Programme have not been and will not be registered under the Securities Act, or under the securities laws of any state or other jurisdiction of the United States, and may not be offered, sold, pledged, taken up, resold, transferred or delivered, directly or indirectly, in the United States unless such Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available. See "*Subscription and Sale*" below for more details.

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 (2020 REVISED EDITION) OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME (THE "SFA") – Unless otherwise stated in the Final Terms in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

This Prospectus constitutes a base prospectus for the purposes of Article 8 of the UK Prospectus Regulation.

This Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the UK. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

The Company and SEGRO Capital accept responsibility for the information contained in this Prospectus and the Final Terms for each Tranche of Notes issued under the Programme, and declare that, to the best of their knowledge, the information contained in this Prospectus is in accordance with the facts and that the Prospectus and the Final Terms for each Tranche of Notes issued under the Programme makes no omission likely to affect its import. The Company and SEGRO Capital confirm that where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and that so far as the Company and SEGRO Capital are aware, and are able to ascertain from information published by such source, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where it is used.

Each Tranche of Notes will be issued on the terms set out in the Conditions as completed by the Final Terms for such Tranche.

This Prospectus is to be read in conjunction with all the documents which are incorporated herein by reference (see “*Documents Incorporated by Reference*”). The Prospectus should be read and construed on the basis that such documents are incorporated in, and form part of, the Prospectus and, in relation to any Tranche of Notes, must be read and construed together with the applicable Final Terms. Other than in relation to the documents which are deemed to be incorporated by reference, the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the FCA.

The Company and SEGRO Capital have confirmed to the Arranger and Dealers named under “*Overview of the Programme*” below that this Prospectus contains all information with respect to the Company, SEGRO Capital, the Group (as defined below) and any Notes issued under the Programme which is (in the context of the issue of the Notes) material; such information is true and accurate in all material respects and is not misleading in any material respect; any opinions, predictions or intentions expressed in this Prospectus on the part of the Company and SEGRO Capital are honestly and reasonably held or made and are not misleading in any material respect; this Prospectus does not contain any untrue statement of a material fact or omit to state any material fact necessary to make such information, opinions, predictions or intentions (in such context) not misleading in any material respect; and all reasonable enquiries have been made to ascertain and to verify the foregoing.

Neither the Company nor SEGRO Capital have authorised the making or provision of any representation or information regarding the Company, SEGRO Capital or Notes issued under the Programme other than as contained in this Prospectus or as approved for such purpose by the Company or SEGRO Capital. Any such representation or information should not be relied upon as having been authorised by the Company, SEGRO Capital, the Arranger or any Dealer.

Neither, the Arranger, the Dealers nor The Law Debenture Trust Corporation p.l.c. (the “**Trustee**”) nor any of their respective affiliates have authorised the whole or any part of this Prospectus or independently verified the information contained herein and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Company and/or SEGRO Capital in connection with Notes issued under the Programme. Each of the Arranger, each Dealer and the Trustee accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Prospectus, the information contained or incorporated herein or any other information provided by the Company and/or SEGRO Capital in connection with Notes issued under the Programme. Neither the delivery of this Prospectus nor the offering, sale or delivery of any Note shall in any circumstances create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Company or SEGRO Capital since the date of this Prospectus. The Arranger, the Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Company or SEGRO Capital during the life of the Programme or of Notes issued under the Programme or to advise any investor in such Notes of any information coming to their attention.

Neither the Arranger, the Dealers, the Trustee nor any of their respective affiliates make any representation as to the suitability of the Notes to fulfil environmental criteria required by any prospective investors. Neither the Arranger, the Dealers, the Trustee nor any of their respective affiliates have undertaken, nor are they responsible for, any assessment of the Eligible Green Projects (as defined in the "*Use of Proceeds*" section of this Prospectus), any verification of whether the Eligible Green Projects meet any eligibility criteria set out in the Green Finance Framework or the monitoring of the use of proceeds (or amounts equal thereto) or the allocation of the proceeds to particular Eligible Green Projects. DNV GL Business Assurance Services UK Limited (the "**Second Party Opinion Provider**"), has been appointed by the Company and SEGRO Capital. Investors should refer to the Green Finance Framework, any Second Party Opinion (as defined in the "*Use of Proceeds*" section of this Prospectus) and any public reporting by or on behalf of the Company and/or SEGRO Capital in respect of the application of proceeds (each of which will be available on the Company's website (http://www.segro.com) and which, for the avoidance of doubt, will not be incorporated by reference into this Prospectus) for information. Neither the Arranger, the Dealers, the Trustee nor any of their respective affiliates make any representation as to the suitability or content of such materials.

Neither this Prospectus nor any other information supplied in connection with Notes issued under the Programme constitutes an offer of, or an invitation by or on behalf of the Company and/or SEGRO Capital, the Arranger, any of the Dealers or the Trustee to any person to subscribe for or purchase, such Notes. Neither this Prospectus nor any other information supplied in connection with the offering of any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Company, SEGRO Capital, the Arranger, any of the Dealers, or the Trustee that any recipient of this Prospectus or any other information supplied in connection with the offering of the Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Company and/or SEGRO Capital.

If a jurisdiction requires that any potential offering be made by a licensed broker or dealer and the any of the relevant Dealers or any affiliate of the relevant Dealers is a licensed broker or dealer in that jurisdiction, any offering shall be deemed to be made by that Dealer or such affiliate, as the case may be, on behalf of the Company and/or SEGRO Capital in such jurisdiction.

The distribution of this Prospectus and the offering, sale and delivery of Notes issued under the Programme in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Company, SEGRO Capital, the Arranger and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes issued under the Programme and on distribution of this Prospectus and other offering material relating to such Notes, see "*Subscription and Sale*".

Neither this Prospectus nor any other information supplied in connection with the offering of Notes issued under the Programme constitutes an offer to sell or the solicitation of an offer to buy such Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes issued under this Programme may be restricted by law in certain jurisdictions. The Company, SEGRO Capital, the Arranger, the Dealers and the Trustee do not represent that this Prospectus may be lawfully distributed, or that Notes issued under the Programme may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Company, SEGRO Capital, the Arranger, the Dealers or the Trustee which is intended to permit a public offering of Notes issued under the Programme or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this

Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the EEA, the United Kingdom (the "**United Kingdom**" or the "**UK**"), Switzerland, Japan, France, Belgium, Singapore and Korea (see "*Subscription and Sale*" for further information on applicable selling restrictions).

Notes issued under the Programme have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities reviewed or passed upon the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence.

Notes issued under the Programme may not be a suitable investment for all investors. Each potential investor in such Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should consider, either on its own or with the help of financial and other professional advisers, whether it:

(i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;

(ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal and interest payments is different from the potential investor's currency;

(iv) understands the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the Notes;

(v) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant financial markets; and

(vi) will be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Notes issued under the Programme are complex financial instruments and such instruments may be purchased by potential investors as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in such Notes unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (1) Notes issued under the Programme are legal investments for it; (2) such Notes can be used as collateral for various types of borrowing; and (3) other restrictions apply to its purchase or pledge of any of such Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes issued under the Programme under any applicable risk-based capital or similar rules.

Prospective investors should also consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of Notes issued under the Programme.

PRESENTATION OF INFORMATION

In this Prospectus, all references to:

- "**Pounds Sterling**", "**GBP**" and "**£**" are to the lawful currency of the United Kingdom; and
- "**euro**", "**EUR**" and "**€**" are to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

ROUNDINGS

Percentages and certain amounts in this Prospectus, including financial, statistical and operating information, have been rounded. As a result, the figures shown as totals may not be the precise sum of figures that precede them.

PRESENTATION OF FINANCIAL INFORMATION

The financial statements relating to the Company, as incorporated by reference into this Prospectus in respect of the financial year ended 31 December 2021 and the financial year ended 31 December 2020, have been prepared in accordance with International Financial Reporting Standards as adopted by the United Kingdom (the "**UK**") and the European Union ("**IFRS**").

This Prospectus includes certain financial metrics which the Company and SEGRO Capital consider to constitute alternative performance measures ("**APMs**") and which are provided in addition to the conventional financial performance measures established by IFRS, specifically Gearing, ICR, LTV and TCR (in each case, as defined below). The Company and SEGRO Capital believe the APMs provide investors with meaningful, additional insight as to underlying performance of the Group. An investor should not consider non-IFRS financial measures as alternatives to measures reflected in the Group financial information, which has been prepared in accordance with IFRS. In particular, an investor should not consider such measures as alternatives to profit after tax, operating profit or any other performance measures derived in accordance with IFRS or as an alternative to cash flow from operating activities as a measure of the Group's activity. The Group's non-IFRS financial measures may not be comparable with similarly titled financial measures reported by other companies.

An explanation of each such metric's components and calculation method can be found in "*Description of the Company, SEGRO Capital and of the Group – Glossary of Key Terms*".

FORWARD LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements which are based on the Company's and/or SEGRO Capital's current expectations and assumptions and involve known and unknown risks and uncertainties that could cause actual results, performance or events to differ materially from those expressed or implied in such statements. These statements include forward-looking statements both with respect to the Group and the markets in which the Group operates. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable and no assurance can be given that such results and estimates will occur, continue or be achieved. These forward-looking statements are identified by the use of terms and phrases such as "aim", "anticipate", "believe", "continue" "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "seeks", "target" "will", "would" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding the business and management, growth and profitability of, and general economic and regulatory conditions and other factors that affect, the Group.

By their nature, forward-looking statements involve unknown risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance. The Group's actual results of operation, financial condition, prospects, growth, synergies, strategies and the dividend policy of the Company and SEGRO Capital, and the development of the industry in which they operate, are consistent with the forward-looking statements contained in this Prospectus, those results or developments may not be indicative of results or developments in subsequent periods. These forward-looking statements are further qualified by the risk factors set out in this Prospectus. The Group's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate.

Furthermore, the outlook and objectives presented in this Prospectus do not constitute forecast data or estimates of consolidated profit but instead are based on the Group's strategic goals and action plans. These objectives are based on data, assumptions and estimates that the Group considers to be reasonable. These data, assumptions and estimates may change over time or be modified due to uncertainties related to the economic, financial, competitive and regulatory environment as well as other factors. Moreover, the achievement by the Group of the targets and forecasts presented in this Prospectus implies the success of the Group's strategy. In addition, if any of the risks described under section of this Prospectus entitled "*Risk Factors*" were to actually occur, they could have an impact on its businesses, prospects, results of operations, financial condition and/or outlook, and could therefore jeopardize its ability to achieve the objectives presented in this Prospectus. The Group cannot give any assurance or guarantee that it will achieve the objectives described in this Prospectus.

Accordingly, investors are cautioned not to rely on forward-looking statements, outlook and objective presented in this Prospectus when evaluating an investment decision relating to the notes and are urged to read the following sections of this Prospectus: "*Overview* ", "*Risk Factors*" and "*Description of the Company, SEGRO Capital and of the Group*". These sections include more detailed descriptions of factors that might have an impact on the Group's business and the markets in which it operates. In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur.

Each forward-looking statement speaks only as of the date of this Prospectus. Except as required by the rules of the London Stock Exchange or by law, each of the Company and SEGRO Capital expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this Prospectus to reflect any change in the Company's and/or SEGRO Capital's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. All subsequent written and oral forward-looking statements attributable to any person involved in the preparation of this Prospectus or to persons acting on the Company's and/or SEGRO Capital's behalf are expressly qualified in their entirety by the cautionary statements referred to above and contained elsewhere in this Prospectus.

Any forward-looking statement contained in this Prospectus based on past or current trends and/or activities of the Group should not be taken as a representation that such trends or activities will continue in the future. No statement in this Prospectus is intended to be a profit forecast or to imply that the earnings of the Group for the current year or future years will necessarily match or exceed the historical or published earnings of the Group.

STABILISATION

In connection with the issue of any Tranche of Notes under the Programme, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of the Stabilisation Manager(s)) in the applicable Final Terms may over allot Notes or effect transactions with a view to supporting the price of such Notes at a level higher than that which might otherwise prevail. However, stabilisation action may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the Stabilisation Manager(s) (or persons acting on behalf of the Stabilisation Manager(s)) in accordance with all applicable laws and rules.

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The relevant Issuer, the Guarantor (if applicable) and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event and if appropriate, a new Prospectus or a supplement to the Prospectus, will be published.

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Delegated Regulation (EU) No 2019/980 as it forms part of domestic law by virtue of the EUWA (such delegated regulation, the "**UK Delegated Regulation**").

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this Overview.

Issuers:	SEGRO plc ("**the Company**") SEGRO Capital S.à r.l. ("**SEGRO Capital**")
Issuer Legal Entity Identifier (LEI):	213800XC35KGM9NFC641/549300HY425AKJLQVX75
Guarantor (in the case of Notes issued by SEGRO Capital S.à r.l.):	SEGRO plc
Risk Factors:	There are certain factors that may affect the relevant Issuer's ability to fulfil its obligations under Notes issued under the Programme. There are also certain factors that may affect the Guarantor's ability to fulfil its obligations under the Guarantee (if applicable). In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series of Notes issued under the Programme. All of these are set out under "*Risk Factors*".
Description:	Euro Medium Term Note Programme
Arranger:	Barclays Bank PLC
Dealers:	Barclays Bank PLC Banco Santander, S.A. Bank of China Limited, London Branch BNP Paribas Lloyds Bank Corporate Markets plc Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH NatWest Markets Plc SMBC Nikko Capital Markets Limited SMBC Nikko Capital Markets Europe GmbH Wells Fargo Securities International Limited and any other Dealers appointed in accordance with the Programme Agreement.

Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*") including the following restrictions applicable at the date of this Prospectus.
	Notes having a maturity of less than one year
	Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "*Subscription and Sale*".
Principal Paying Agent:	Citibank, N.A., London Branch
Trustee:	The Law Debenture Trust Corporation p.l.c.
Registrar:	Citibank Europe plc
Programme Size:	Up to £5,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuers may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, notes may be denominated in euro, Sterling, U.S. dollars, yen and any other currency agreed between the relevant Issuer and the relevant Dealer.
Maturities:	The Notes will have such maturities as may be agreed between the relevant Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Issuer or the relevant Specified Currency.
Issue Price:	Notes may be issued on a fully-paid basis or and at an issue price which is at par or at a discount to, or premium over, par.

Form of Notes	The Notes will be issued in either bearer or registered form as described in "*Form of the Notes*". Registered Notes will not be exchangeable for Bearer Notes and *vice versa*.
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the relevant Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer.
Floating Rate Notes:	Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the applicable Final Terms. Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the relevant Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the relevant Issuer and the relevant Dealer. The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each Series of Floating Rate Notes. Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both. If a Benchmark Event occurs, such that any Rate of Interest (or any component part thereof) cannot be determined by reference to the Original Reference Rate, then the relevant Issuer may (subject to certain conditions) be permitted to substitute such Original Reference Rate with a successor, replacement or alternative benchmark and/or screen rate (with consequent amendment to the terms of the relevant Series of Notes and the application of an adjustment spread (if determined, which could be positive or negative)).
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified or during the Restructuring Put Event Put Period (in the case of a Restructuring Put Event), in each case prior to such stated maturity and at a price or prices and on such other terms

as may be agreed between the relevant Issuer and the relevant Dealer.

Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "*Certain Restrictions - Notes having a maturity of less than one year*" above.

Denomination of Notes:	The Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer save that the minimum denomination of each Note admitted to trading on the Market will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions - Notes having a maturity of less than one year*" above, and save that the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).
Taxation:	All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 8. In the event that any such deduction is made, the relevant Issuer or, as the case may be, the Guarantor (if applicable) will, save in certain limited circumstances provided in Condition 8, be required to pay additional amounts to cover the amounts so deducted.
Covenants:	The terms of the Notes contain certain financial covenants to which the Company is subject, as further described in Condition 4.
Cross Acceleration:	The Notes will have the benefit of a cross acceleration provision as described in Condition 10.
Status of the Notes:	The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer and rank and will rank *pari passu* among themselves without any preference among themselves, and equally with all other existing and future unsecured and unsubordinated obligations of the relevant Issuer, save for such exceptions as may be provided by applicable laws that are mandatory and of general application.
Guarantee:	Notes issued by SEGRO Capital will be unconditionally and irrevocably guaranteed by the Company. The obligations of the Guarantor under the Guarantee will be direct, unsecured and unsubordinated obligations of the Guarantor and will rank equally with all other existing and future senior, unsecured and unsubordinated obligations of the Guarantor, save for such exceptions as may be

	provided by applicable legislation and by provisions of law that are mandatory and of general application.
Rating:	The Programme has been rated A (long-term debt) by Fitch Ratings Ltd. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the rating assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Listing:	Application has been made for Notes issued under the Programme to be admitted to the Official List and to trading on the Market. Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the relevant Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued. The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.
Governing Law:	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law. For the avoidance of doubt, the provisions of articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915 on commercial companies (as amended) are excluded.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA, the United Kingdom, Switzerland, Japan, France, Belgium, Singapore and Korea and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see "*Subscription and Sale*".
United States Selling Restrictions:	Regulation S, Category 1/2. TEFRA C or D/TEFRA not applicable, as specified in the applicable Final Terms.

RISK FACTORS

Any investment in Notes issued under the Programme is subject to a number of risks. Prior to investing in Notes issued under the Programme, any prospective investors should carefully consider risk factors associated with any investment in the Notes, the Group's business and the industry in which the Group operates together with all information contained in this Prospectus, including in particular, the risk factors described below.

The Company and SEGRO Capital have identified in this Prospectus a number of factors which could materially adversely affect their business and believe that the following factors are the most material risks which may affect their ability to fulfil their respective obligations under Notes issued under the Programme and the Guarantee, as applicable. The Company and SEGRO Capital believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme. In purchasing such Notes, investors assume the risk that the Company and/or SEGRO Capital may become insolvent or otherwise be unable to make all payments due in respect of the Notes or the Guarantee, as applicable. There is a wide range of factors which individually or together could result in the Company and/or SEGRO Capital becoming unable to make all payments due in respect of Notes issued under the programme or the Guarantee, as applicable. Additional risks and uncertainties relating to the Group that are not currently known to the Group, or that the Company and SEGRO Capital currently deem immaterial based on information currently available to them or which they may not currently be able to anticipate, may individually or cumulatively also have a material adverse effect on the businesses, prospects, results of operations and/or financial condition of the Group and could materially adversely affect the ability of the Company and/or SEGRO Capital to make payments due under Notes issued under the Programme and/or the Company's ability to make payments under the Guarantee, respectively.

FACTORS THAT MAY AFFECT THE COMPANY, SEGRO CAPITAL AND THE GROUP, AND THE ABILITY OF THE COMPANY AND/OR SEGRO CAPITAL TO FULFIL THEIR RESPECTIVE OBLIGATIONS UNDER NOTES ISSUED UNDER THE PROGRAMME AND/OR THE COMPANY'S ABILITY TO MAKE PAYMENTS UNDER THE GUARANTEE (IF APPLICABLE)

(i) Risks Relating to the UK and European Real Estate Market

A decline in the logistics sector as a whole could adversely affect the Group's business

As at the date of this Prospectus, the Group (directly or through joint ventures) has operations and/or assets in the UK, Germany, France, Poland, Czech Republic, Luxembourg, the Netherlands, Spain and Italy, and its investments are concentrated in the logistics sector. The Group is exposed to fluctuating economic conditions in each of the jurisdictions in which it operates and in particular the logistics sector in those jurisdictions. The operations of the Group may be materially adversely affected by an economic slowdown, downturn or recession in any or all of those markets. Any economic downturn in the logistics sector prompted by a decrease in occupier demand for logistics warehousing space, may adversely affect the operations and financial performance of the Group and which may in turn have a material adverse effect on the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Market diversity risk

The Group is subject to certain investment restrictions in, and diversifies its portfolio in a manner consistent with, the Group's investment policies. However there can be no assurance that the

Group's portfolio will be sufficiently diversified. Significant concentration of investments in any one country, sector or asset class increases the Group's exposure to certain risks and means the Group's performance may be significantly affected by events outside its control that impact that country, sector or asset class. The occurrence of these situations may result in greater volatility in the value of the Group's investments and, consequently, the Group's net asset value, and may materially and adversely affect the performance of the Group and, consequently, the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

The Group faces significant competition in each of its markets

The Group faces significant competition in the markets in which it operates and, more widely, across the UK and Continental Europe. Competitors include not only regional investors and real estate developers with in-depth knowledge of the local markets, but also other real estate portfolio companies, including funds that invest nationally and internationally and institutional investors. It is possible that competition for appropriate investment opportunities may increase, thus reducing the number of investment opportunities available to the Group and adversely affecting the terms upon which future investments can be made. Competitors may have greater financial resources than the Group and a greater ability to borrow funds to acquire real estate assets, and may have the ability or inclination to acquire real estate assets at a higher price or on terms less favourable than those the Group may be prepared to accept. Competition in the real estate market may also lead to prices for existing properties being driven up through competing bids by potential purchasers and may result in the Group's preferred developers being unavailable to assist with the Group's development activities.

The existence and extent of competition in the real estate market may also have a material adverse effect on the Group's ability to secure tenants for properties it acquires at satisfactory rental rates and on a timely basis and to subsequently retain such tenants. Competition may cause difficulty in achieving rents in line with the Group's expectations and may result in increased pressure to offer new and renewing tenants financial and other incentives which reduce the Group's overall return on its investments. Any inability by the Group to compete effectively against other real estate investors or to effectively manage the risks related to competition may have a material adverse effect on the Group's financial condition, business, prospects and results of operations.

The UK and European real estate market and the Group's business is exposed to the effects of the COVID-19 pandemic

Ongoing uncertainties surrounding the COVID-19 pandemic, including the response of governments in the UK and throughout Europe, could continue to adversely impact the Group across numerous key financial and operational areas. Despite the distribution of vaccines throughout the UK and various European countries, new mutations and variants of COVID-19 have emerged with an increased level of transmissibility, an ability to evade vaccines and the potential to cause more severe symptoms than the original strain of COVID-19 first detected in late December 2019.The original strain of COVID-19, further strains, variants, mutations and pandemics generally could have a material adverse effect on the business, financial condition, results of operations and/or prospects of the Group.

The Group continues to assess the impact that COVID-19 has had on its real estate assets and its tenants in order to protect the Group's cash flow and rent collection, and any impact on dividends and banking covenants.

The Group anticipates that the COVID-19 pandemic is likely to continue to accelerate structural drivers and behavioural patterns (such as online shopping) seen prior to the onset of the pandemic, and will continue to drive both occupier and investor demand for the Group’s portfolio of warehouses for the foreseeable future.

It is not possible to fully predict the course of the COVID-19 pandemic and its impact on the Group, which largely depends on external factors which are outside of the Group’s control. Due to the widespread and international consequences of the COVID-19 pandemic, the potential effects of a wider economic downturn could materially and adversely affect the Company and the Group, and the effects of the COVID-19 pandemic may accentuate many of the other risks set out in this ‘*Risk Factors*’ section.

Other external risks

External events such as civil emergencies, terrorist attacks, environmental disasters or extreme weather occurrences could result in damage to the Group’s properties or otherwise inhibit or prevent access to the Group’s properties, which in turn may impact upon the operations of the Group’s occupiers. The occurrence of such events could give rise to reduced occupier and investor demand for the Group’s properties resulting in reduced property values and rental income. This would have a material adverse impact on the Group and the value of its assets and, accordingly, the financial condition of the Group and the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

(ii) Risks Relating to the Group’s Business and Strategy

Real estate investments are not as liquid as other types of assets, which may result in low disposal prices or an inability to sell certain properties in a timely manner or at all, and the Group may be exposed to future liabilities and/or obligations with respect to the disposal of property investments

Real estate investments are not as liquid as other types of investment and this lack of liquidity may limit the Group’s ability to react promptly to changes in economic or other conditions. For example, the Group may not be able to sell properties at prices that reflect their current market value or at all in the event of a downturn in the market. In addition, significant expenditure associated with real estate investments, such as debt servicing payments, real estate taxes and maintenance costs, are relatively fixed, despite circumstances causing a reduction in income from such investments. Certain costs are also incurred in the sale of real estate properties, which can significantly reduce the proceeds received by the Group from any such sales of properties.

The Group is a long-term property holder, and, whilst disposals are made from time to time, the Group's business is not reliant on disposals, however the Group could suffer a loss of value from an ineffective disposal process, leading to significant under-pricing or cost exposure and/or delays on disposals. The Group could also incur unapproved and undocumented liabilities post disposal. The Group could fail to complete planned disposals in a timely manner, leading to lower returns and constraints on acquisition funding and therefore the Group’s ability to execute its strategy. In the case of an accelerated sale, or a sale required for compliance with covenants contained in the Group's financing arrangements, there may be a significant shortfall between the carrying value of the property on the Group's consolidated balance sheet and the price achieved on the disposal of such property, and there can be no assurance that the price obtained from such a sale would cover the book value of the property sold. The Group could also find itself unable to make a disposal due to lack of demand.

If the Group is unable to generate proceeds through disposals, or if there is a material delay in effecting disposals, this may adversely impact the liquidity and cash flow of the Group and therefore have a material adverse effect on the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Reliance on lease payments and exposure to a variety of customers

The Group derives its revenue directly from rent received from its commercial tenants. A downturn in business, bankruptcy or insolvency of a tenant could force such tenant to default on its rental obligations and/or vacate the premises. Although the Group has a diverse pool of tenants, and therefore believes its risk is lower than if its tenants were concentrated in one industry or sector, such a default, in particular by one of the Group's top ten tenants, or a substantial increase in vacancy rates in the Group's portfolio, could result in a loss of rental income, additional expenses, an increase in bad debts and decreased property value. Under current economic conditions, which continue to create a difficult trading environment for some commercial businesses, the risk of such defaults is increased.

The operating and other expenses of the Group could increase during the term of leases entered into by the Group without a corresponding increase in turnover generated by the leases. Accordingly, the Group would need to absorb such increased operating and other expenses until such time that a relevant lease may be renegotiated or renewed. Factors which could increase operating and other expenses include: (a) increases in property taxes and other statutory charges; (b) changes in laws, regulations or government policies which increase the costs of compliance; (c) increases in insurance premiums; (d) unforeseen increases in the costs of maintaining properties; (e) defects affecting the properties which need to be rectified; and (f) failure of sub-contractors leading to unforeseen costs.

Any of the scenarios described above could have a material adverse effect on the Group's financial condition, business, prospects and results and the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Dependence on ability to renew leases or re-lease space on favourable terms as leases expire

There can be no assurance that tenants of the Group will renew their leases at the end of their current tenancies or, if they do not, that new tenants of equivalent standing (or any new tenants) will be found to take up replacement leases. This is particularly the case where a property requires refurbishment or redevelopment following the expiry of a tenancy or where the building was specially configured for the prior tenant. Tenants with the benefit of contractual break rights may also exercise these rights to bring the leases to an end before the contractual termination date. During void periods, the Group will not generate rental income and will incur additional expenses (for example, insurance, service charges and security) until the property is re-let. Further, the Group may incur additional costs as a result of providing financial inducements to new tenants, such as rent free periods. Even if tenant renewals or replacements are effected, there can be no assurance that such renewals or replacements will be on terms (including rental levels and rent review terms) that are as favourable to the Group or that new tenants will be as creditworthy as previous tenants. Should the Group be unable to renew or replace a lease following its expiration, or only be able to lease a property on less favourable terms, this may have a material adverse effect on the results of operations of the Group and on the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

The Group is exposed to third party service providers and contractors, who may fail to perform their contractual obligations

The Group may undertake development or redevelopment projects or invest in property that requires refurbishment prior to re-letting the property. The Group will typically be dependent on the performance of third party contractors who undertake the management or execution of such development, redevelopment or refurbishment on its behalf. While the Group seeks to negotiate contractual protections when engaging third party service providers, such development, redevelopment or refurbishment projects expose the Group to various risks including, but not limited to: delays in the timely completion of projects; failure by third party contractors in performing their contractual obligations or poor quality workmanship from such contractors; insolvency of such third party contractors; cost overruns in relation to the services provided by the third party contractors that are not borne by such contractors; and project delays resulting in a consequential delay in properties being available for occupancy. Any such failures on the part of a third party service provider could adversely impact the value of the Group's property assets which may, in turn, have a material adverse effect on the Group's performance, financial condition and business prospects. In addition, there is a risk of disputes with third party contractors or sub-contractors should they fail to perform against contractual obligations. Any litigation or arbitration resulting from any such dispute may increase the Group's expenses.

The Group faces the risk of default or other adverse actions by its customers

The Group faces the risk that its customers may be unwilling or unable to meet their rental commitments, which could result from the impact of macroeconomic conditions or be the result of other factors, which could result in: (a) an inability to collect amounts receivable on a timely basis or at all (late payments and non-payments of invoices issued by the Group are more likely to occur in unfavourable market conditions); (b) renegotiation of payment terms which are unfavourable to the Group; (c) customers defaulting on commitments to occupy a 'pre-let' development project, leading to increased vacant building costs and impaired cash flow; (d) customers vacating a building and the Group incurring empty rates liabilities; or (e) an inability to re-let space if a customer vacates several of the Group's properties simultaneously or vacates a bespoke property.

In some instances, deposits may be held by the Group based on an assessment of a customer's credit risk. However, in circumstances where a customer is unable to meet a rental commitment, such deposits are, in practice, usually required to cover uncollected rent and any required dilapidation spend on a relevant property. Accordingly, in practice, such deposits are unlikely to offer the Group complete (or, in some cases, even part) protection against any empty rates liabilities.

Negative changes in the financial condition of a significant number of the Group's customers, including actual customer failure, could result in a substantial decline in the Group's rental income or its ability to comply with its financial covenants. Similarly, a decline in demand for the Group's services could result in a substantial decrease in the Group's rental income. Such a decline could result from a range of factors affecting individual circumstances of customers or affecting customers more broadly. An example of the latter would be the ongoing global Covid-19 pandemic and the consequential impact on many of our customer's businesses (for more information see "*Description of the Company, SEGRO Capital, and of the Group - Operational Excellence*").

These factors could each have a material adverse impact on the Group's business, prospects, financial condition and/or results of operations and on the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

The Group may incur environmental liabilities and be subject to changing environmental laws and regulations

Laws and regulations, which may be amended over time, may impose environmental liabilities associated with real estate assets on the Group (including environmental liabilities that were incurred or that arose prior to the Group’s acquisition of such real estate assets). Such liabilities may result in significant investigation, removal, or remediation costs regardless of whether the Group originally caused the contamination or other environmental hazard. In addition, environmental liabilities could adversely affect the Group’s ability to sell, lease or redevelop a property, or to borrow using a property as security and may in certain circumstances (such as the release of certain materials, including asbestos, into the air or water) form the basis for liability to third persons for personal injury or other damages. The Group’s investments may include properties historically used for commercial, industrial and/or manufacturing uses. Such real estate assets are more likely to contain, or may have contained, storage tanks for the storage of hazardous or toxic substances. Leasing properties, such as those containing warehouses, to tenants that engage in industrial, manufacturing and other commercial activities will cause the Group to be subject to increased risk of liabilities under environmental laws and regulations. In the event the Group is exposed to environmental liabilities or increased costs or limitations on its use or disposal of properties as a result of environmental laws and regulations, this may have a material adverse effect on the Group’s financial condition, business, prospects and results of operations.

There can be no guarantee that all costs and risks regarding compliance with environmental laws and regulations can be identified. New and more stringent environmental laws, regulations and permit requirements or stricter interpretations of current laws or regulations could impose substantial additional costs on the Group’s investments. Compliance with such current or future environmental requirements does not ensure that the Group will not be required to incur additional unforeseen environmental expenditures.

Furthermore, the presence of environmentally hazardous substances, or the failure to remediate damage caused by such substances, may adversely affect the Group's ability to sell or lease the relevant property at a level that would support the Group's investment strategy which would, in turn, have a material adverse effect on the Group's performance, financial condition and business prospects.

There can be no assurance that such asset will at all times comply with all applicable environmental laws, regulations and permit requirements. Past practices or future operations in the properties in which the Group invests could also result in material personal injury or property damage claims, which could have a material adverse effect on the financial condition of the underlying entities and businesses in which the Group invests and therefore the Group.

The Group’s portfolio may become obsolete

Asset management plans to minimise obsolescence may be ineffective owing to internal or external factors. Asset management decisions are based on assumptions about customers’ future requirements. If these requirements change against expectations then there is a risk of increased obsolescence. Furthermore, some of the Group’s assets consist of older, more inefficient buildings, which are likely to become obsolete sooner than the remainder of the Group’s portfolio, especially in the context of e-commerce space requirements. In addition, there are numerous external factors that could cause customers to change their property requirements, including changes in legislation, increases in fuel costs and technological advances. More stringent requirements for environmental protection may be imposed by the relevant authorities in the future, which could render the Group’s buildings or properties technically obsolete. All of these factors may lead to a corresponding loss of value and rental income which could have a material adverse effect on the Group's financial condition, results of operations and prospects.

The Group's investment strategy may be unsuccessful

The Group's portfolio could underperform in absolute or relative terms as a result of an inappropriate investment strategy, such as holding property in markets which do not perform as well as expected; holding the wrong balance between primary and secondary assets; committing the wrong level of speculative development; holding too many old or obsolete assets which dilute returns; and/or missing opportunities in new markets.

Further, there is no assurance that the Group will realise anticipated returns on an investment in property development, redevelopment or refurbishment. Failure to generate anticipated returns from such projects, whether due to failures in the performance of the Group's third party contractors, failures by the Group in properly supervising such third party contractors or otherwise, may have a material adverse effect on the Group's financial condition, business, prospects and results of operations.

Any of these consequences of an unsuccessful investment strategy may have a material adverse effect on the Group's financial condition, business, prospects and results of operations.

The Group's acquisitions and investments involve risks that may not have been uncovered by prior due diligence or that may have been incorrectly evaluated by the Group, including in relation to the incorrect appraisal of the value of acquired properties or property portfolios

Prior to entering into an agreement to acquire any real estate asset the Group performs due diligence on the proposed investment. In doing so the Group typically relies in part on third parties to conduct a significant portion of this due diligence (including providing legal reports on title and property valuations).

There can be no assurance that any due diligence examinations carried out by third parties on behalf of the Group in connection with any assets the Group may acquire will reveal all of the risks associated with that asset, or the full extent of such risks. To the extent that the Group or any third parties underestimate or fail to identify risks and liabilities associated with the investment in question, the Group may incur, directly or indirectly, unexpected liabilities, such as defects in title, an inability to obtain permits, environmental, structural or operational defects requiring remediation and/or not covered by indemnities or insurance. In addition, if there is a failure of due diligence, there may be a risk that properties are acquired which are not consistent with the Company's and SEGRO Capital's investment policies and strategy, that properties are purchased for a price which exceeds their fair value, that properties are acquired that fail to perform in accordance with projections or that material defects or liabilities are not covered by insurance proceeds. This may, in turn, have a material adverse effect on the Group's performance, financial condition and business prospects.

Any of these consequences of a due diligence failure may have a material adverse effect on the Group's financial condition, business, prospects and results of operations and therefore have a material adverse effect on the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Property valuation is inherently subjective and uncertain

The valuation of the Group's property and property-related assets is undertaken by third-party valuers but is inherently subjective owing to the individual nature of each property. This is particularly so when there has been limited transactional experience against which property valuations can be benchmarked. A valuation is an estimate of the fair value of the property and valuers rely on a variety of assumptions when appraising properties. As a result, valuations are subject to a degree of uncertainty. Moreover, property valuations are made on the basis of assumptions which may not prove to be accurate. The Group makes certain assumptions about the direction and extent of future property market trends (including valuation yields and market rents). Valuations do not therefore necessarily represent the price at which the property could be sold in the open market, which could adversely affect the value of the Group's portfolio and therefore have a material adverse effect on the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Fluctuations in the fair market value of the Group's properties as a result of revaluations may have a significant effect on the Group's consolidated balance sheet and income statement

The Group's properties are independently revalued bi-annually, and any increase or decrease in the value of its properties is recorded in the Group's consolidated statement of income in the period during which the revaluation occurs. As a result, the Group can have significant non-cash gains and losses from period to period, depending on the change in fair market value of its properties. Any such fluctuations could have an adverse effect on the Group's financial condition and results of operations. Furthermore, in periods of economic volatility and/or low market liquidity, it can become more difficult for independent valuers to prepare an assessment of the fair market value of properties and this can in turn create uncertainty regarding how the Group's properties are valued. This might adversely affect the Group's financial position and have a material adverse effect on the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Maintenance and redevelopment costs could negatively affect the results of the operations of the Group

If the Group does not carry out maintenance, refurbishment and redevelopment, its properties may become less attractive to customers and rents may fall. Additionally, the Group may need to expend additional funds to keep its ageing properties (if any) in adequate repair. A failure to undertake such maintenance, refurbishment and/or redevelopment or an increase in the Group's maintenance, refurbishment and redevelopment costs relating to the Group's portfolio could have a material adverse effect on the Group's results of operations and the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

The Group's joint ventures and other forms of co-ownership subject the Group to certain risks of shared ownership and control of the properties affected

The Group has entered, and may enter in the future, into joint ventures (such as the SEGRO European Logistics Partnership ("**SELP**") joint venture) with certain business partners.

Under such arrangements, the Group is required to share control and specified major decisions require the approval of the Group's business partners. The Group's business partners may have economic or business interests that are inconsistent with the Group's objectives or those business partners could become insolvent, potentially leaving the Group liable for their share of any liabilities relating to the investment or joint venture. Although the Group generally seeks to maintain sufficient control of any business partnership to permit its objectives to be achieved, it might not be able to take action without its business partner or partners. Accordingly, the use of joint ventures could prevent the Group from achieving its objectives and could limit its business opportunities, which may have a material adverse impact on the Group's business, prospects, financial condition and/or results of operations, which may consequently affect the ability of the Company and/or SEGRO Capital to service their respective obligations under the terms of Notes issued under the Programme and/or the Company's ability to make payments under the Guarantee (if applicable).

In addition, the bankruptcy, insolvency or severe financial distress of one of the Group's business partners could materially and adversely affect the relevant joint venture or joint venture property. The Group may have a right to acquire the joint venture or the relevant joint venture property, but the Group may not wish to do so, or may not have sufficient funds available to do so, which could lead to a third party acquiring such interest or the joint venture's insolvency, both of which may have a material adverse impact on the Group's business, prospects, financial condition and/or results of operations and the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Equally, if the Group were to fail to comply with its obligations in relation to such business partners in respect of any relevant joint venture arrangements (for example, amongst other things, by failing to follow a mandated governance procedure, defaulting under any of the Group's credit facilities or otherwise failing to comply with the terms of any relevant joint venture agreement), the Group may incur significant costs and/or be required to dispose of its stake in any relevant joint venture at less than its market value.

In addition, given the business relationships which exist between the Group and its joint venture partners, the Group is subject to reputational risk from adverse publicity which may, directly or indirectly, arise as a result of such relationships.

These risks may have a material adverse impact on the Group's business, prospects, financial condition and/or results of operations and the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Holding excess or insufficient development land

The Group holds land banks to support future growth and development opportunities. Although the Group's development programme and land holdings are subject to regular review, certain developments may be postponed or cancelled, resulting in excess development land. In the event of a downturn, developments may be postponed while the capital costs associated with land banks continue and planning permissions obtained may expire. There is a risk that holding too much development land, or holding development land for long periods, may dilute the Group's returns on its investments owing to capital being invested in unproductive assets.

Conversely, there is also a risk that if the Group holds insufficient development land, the Group may be constrained by the availability and cost of, suitable land for development. This may, in turn, restrict the Group's ability to develop new properties in accordance with its strategy, and to take advantage of increases in tenant demand. Either of these risks may have a material adverse effect on the Group's business, results of operations, financial condition or prospects.

Insurance risk

To the extent available, the Group aims to maintain insurance to cover its interests in its portfolio against all normally insurable risks of loss or damage, for loss of rent insurance for a period of not less than three years and against acts of sabotage and terrorism, including any third party liability arising from such acts.

The Group currently maintains public liability insurance over the properties owned by the Group. Insurance maintained by the Group is arranged on terms and conditions that are consistent with market practice following consultation with insurance brokers engaged in UK and European real estate, and is renewed on an annual basis. It may become either impossible or uneconomical to insure its portfolio, particularly regarding coverage for certain types of risk (such as war, nuclear events, terrorism, civil disturbances, earthquake, flood, environmental matters and customer rent default) in some or all territories in which the Group holds investments. In addition, in the event that the Group does not pay the insurance premiums when due or takes, or fails to take, any action which voids the insurance policies, the Group might not have the benefit of the applicable insurance policies. In the event of an uninsured loss, or a loss in excess of insured limits, the Group may lose both its capital invested in, and the return expected from, the investments concerned, while remaining liable with respect to indebtedness and other obligations incurred in connection with such investments. If any such event were to occur, the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable, may be materially adversely affected.

Development risk

The Group may undertake 'on balance sheet' developments. Risks associated with such developments may include: that the Group's development projects may be subject to the hazards and risks normally associated with the construction and development of commercial real estate, any of which could result in increased costs and/or damage to persons or property; planning permissions for developments may be delayed or refused or granted on onerous terms, which would result in a development not proceeding as intended and potentially increased costs; failure to find suitable funding for proposed developments could mean the Group is unable to take advantage of development opportunities; a development project may be unsuccessful, with the investment cost exceeding the value of the project on completion; and a failure of the asset to generate income in these circumstances.

The Group may commit significant time and resources to a project but may be unable to complete it successfully, which could result in loss of some or all of the investment in that project. Postponement or cancellation of a property development may result in the Group holding too much development land, which may dilute the returns due to capital being invested in unproductive assets. In addition, failure to complete a property development according to its original schedule or business case, may give rise to investment returns being lower than originally expected, customers exiting contracts and/or bringing claims for damages against the Group due to the Group's breach of pre-let agreements, and potential liabilities.

The occurrence of one or more of the events described above could adversely affect the Group's financial condition, results of operations, future prospects, cash flow and the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Personnel risk

The Group relies significantly on the knowledge and experience of each of the directors of the Company and the managers of SEGRO Capital (see "*Description of the Company, SEGRO Capital,* *and of the Group*"). The Group is reliant on the managers and directors to provide expertise and scrutiny of the Group's undertakings. In the event that any or all of the managers or directors was to cease to act in its respective capacity for the Group, the Group may have difficulties in replacing such individuals with those with a similar level or knowledge and experience, which in turn could cause disruption to the management structure and relationships, an increase in costs associated with staff replacement, lost business relationships or reputational damage, which could have a material adverse effect on the Group's business, financial condition and results of operations.

Information technology systems and infrastructure face certain risks, including cyber-security and data storage risks

The Group could suffer a sustained loss of access to systems and data, including potentially permanent loss of data arising from a catastrophic event at the Group's data centres.

The Group could suffer a cyber security breach leading to direct financial loss, compromised confidential information or service disruption as a result of malicious network penetration, malicious staff action or staff negligence. Consequences could include financial damage from commercially confidential information being available to competitors or counter-parties, customer or employee data privacy breach, loss of reputation and stakeholder confidence in the Group, business interruption, the cost of replacement or remediation of a breach, and direct financial loss from the theft of cash, which could have a material adverse effect on the Group's business, financial condition and results of operations.

(iii) Risks Relating to Legal, Regulatory and Tax Obligations

Requirement for UK and EU merger control clearance may affect the ability of Group to acquire assets

The Company is subject to the provisions of the Enterprise Act 2002 ("**EA 2002**") and certain members of the Group are subject to Council Reg. (EC) 139/2004 (the "**EU Merger Regulation**"). The Group must notify and obtain pre-clearance from the Competition and Markets Authority ("**CMA**") and/or the European Commission (as applicable) when it intends to acquire any income producing logistics asset. If the CMA (pursuant to its powers under EA 2002) or the European Commission (pursuant to its powers under the EU Merger Regulation) were to reject one or more applications by the Group for clearance to acquire a particular asset, this may prevent the Group from attaining its stated objective of increasing assets under management and render the Group unable to acquire income producing assets. The occurrence of such events could have a material adverse effect on the Group's business, financial condition and results of operations.

National regulatory risk

In each of the jurisdictions in which the Group operates it has to comply with laws, regulations and administrative policies which relate to, among other matters, listing regulations, capital, tax, real estate investment trusts, financial accounting, planning, developing, building, land use, fire, health and safety, the environment and employment. These regulations often give broad discretion to the administering authorities. Each aspect of the regulatory environment in which the Group operates is subject to change, which may be retrospective, and changes in regulations could affect, amongst other things, operational costs, costs of property ownership, the rate of building obsolescence and the value of properties. Consequently, the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable, may be materially and adversely affected.

Taxation risk

Maintaining a tax-efficient structure is an important factor affecting operating results. The Group holds its portfolio through a number of subsidiaries and other investment vehicles and endeavours to operate in a tax efficient manner. However, tax charges and withholding taxes in various jurisdictions in which the Group may invest will affect the level of intercompany loan payments, distributions or other payments made to it by operating subsidiaries. Future changes in tax treaties, laws or regulations by tax authorities in jurisdictions in which the Group operates could increase tax liabilities and/or require changes in the structure of the Group. Furthermore, no assurance can be given as to the level of taxation which may be suffered by the Group going forward. These risks could negatively affect the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

(iv) Risks Relating to the Group's Financing

Capital Funding Risk

When a tenant of one of the Group's properties does not renew its lease or otherwise vacates its space (which may be earlier than anticipated), in order to attract one or more new tenants on terms satisfactory to the Group, the Group may be required to expend funds to construct new improvements in the vacated space. Furthermore, whilst the Group budgets for planned capital expenditure in line with available cash resources, the Group may sometimes be required to incur unexpected capital expenditure in respect of one or more of its real estate assets for which it has not planned or budgeted. While the Group intends to manage its cash position and access to financing to allow it to pay for any improvements or upgrades of a property required for re-letting and to allow it to pay for a certain level of unplanned capital expenditure, the Group cannot be certain that it will have adequate sources of funding available to it for such purposes at all times. In the event the Group has inadequate resources it may be unable to proceed with, or may be required to delay, such improvements or capital expenditure, which could result in certain real estate assets being vacant for extended periods or otherwise earning less income than they would if such improvements or capital expenditure were undertaken.

This would result in falling revenues and could have a material adverse effect on the Group's results of operations and the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable.

Leverage and refinancing risk

The Group uses leverage to assist the fulfilment of its investment objectives. The Group seeks to use leverage in a manner they believe is prudent and in accordance with the leverage limits in the Group's investment policy. However the use of leverage exposes the Group to a variety of risks normally associated with borrowing, including adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition of the Group's investments or the real estate sector.

To the extent that the Group incurs a substantial level of indebtedness, this could also reduce the Group's financial flexibility and cash available to the Company or SEGRO Capital due to the need for the Group to service its debt obligations. Prior to agreeing to the terms of any debt financing, the Group comprehensively considers its potential debt servicing costs and all relevant financial and operating covenants and other restrictions. However, if certain extraordinary or unforeseen events occur, including breach of financial and operating covenants, the Group's borrowings may be repayable prior to the date on which they are scheduled for repayment or could otherwise become subject to early termination. If the Group is required to repay borrowings early, it may be forced to sell assets when it would not otherwise choose to do so in order to make the payments and it may be subject to pre-payment penalties. Creditors could also force the sale of an asset through foreclosure or through the Group being put into administration.

In addition, in the event that the income from the Group's portfolio falls (for example, due to tenant defaults leading to a loss of rental income or a substantial number of vacant properties in the Group's portfolio), the use of leverage increases the impact of such a fall on the net income of the Group and, accordingly, may have an adverse effect on the ability of the Company and/or SEGRO Capital to service their respective obligations under Notes issued under the Programme or the Guarantee, as applicable. Moreover, in circumstances where the value of the Group's assets is declining, the use of leverage by the Group may depress its net asset value.

The Group may also find it difficult, costly or not possible to refinance indebtedness as it matures and, if interest rates are higher when the indebtedness is refinanced, the Group's costs could increase. Any of the foregoing events may have a material adverse effect on the Group's financial condition, business, prospects and results of operations.

Restrictions in the Group's borrowings may restrict the Group's activities or business plans and adversely affect the Group's ability to finance ongoing operations, strategic acquisitions, investments and development projects

The Group's credit facilities and other borrowings impose certain restrictions on the Group. These restrictions may affect, limit or prohibit the Group's ability to create or permit to subsist any charges, liens or other encumbrances in the nature of a security interest; incur additional indebtedness by way of borrowing, leasing commitments, factoring of debts or granting of guarantees; make any material changes in the nature of its business as presently conducted; sell, transfer, lease or otherwise dispose of all or a substantial part of its assets; amend, vary or waive the terms of certain acquisition documents or give any consent or exercise any discretion thereunder; acquire any businesses; or make any co-investments or investments. If the Group were to seek to vary or waive any of these restrictions (for example, in the aftermath of material adverse movements in the valuation of the assets within the Group's portfolio) and the relevant lenders did not agree to such variation or amendment, the restrictions may limit the Group's ability to plan for or react to market conditions or meet capital needs or otherwise restrict the Group's activities or business plans and adversely affect the Group's ability to finance ongoing operations, strategic acquisitions, investments and development projects.

In particular, if the Group failed to comply with the financial covenants in its credit facilities or other borrowings (due, for example, to deterioration in financial performance or falls in asset valuations), it could result in acceleration of the Company's and/or SEGRO Capital's obligations to repay those borrowings or the cancellation of those credit facilities or inability to refinance borrowings more generally. In addition, such a breach and foreclosure would lead to reputational damage to the Group further increasing difficulties in obtaining external financing or the costs of any additional external financing. Examples of covenants that could be breached include Gearing ratios (for example, if property valuations fall) and interest cover ratios (for example, if income falls or non-hedged interest costs rise).

These risks may have a material adverse impact on the Group's business, prospects, financial condition and/or results of operations.

Subordination to creditors of Group's subsidiaries

Third Party Debt

As at the date of the Prospectus, the Group does not have any financing arrangements secured against the Group's portfolio. However, it may in future have in place third party financing arrangements whereby the financing party holds a prior charge over the assets upon which monies have been lent to the Group. Properties secured in this manner would not form part of the general assets of the Group that would be available to holders of Notes issued under the Programme in the case of insolvency or liquidation, although any excess proceeds from liquidation of the relevant loans, after satisfaction of the claims of the lenders, would be available to Noteholders. Accordingly, holders of such Notes will be subordinated to any secured lenders to the extent of their claims against the assets secured in respect of those secured borrowings.

Unsecured Creditors

Generally the claims of creditors of subsidiaries of the Company some of which are unsecured creditors, will have priority over claims of the Company with respect to the assets and earnings of such subsidiaries. In the event of a bankruptcy, liquidation, winding-up, dissolution, receivership, insolvency, reorganisation, administration or similar proceeding relating to any one or more of the Company's subsidiaries, holders of such subsidiaries' indebtedness and the trade creditors of such subsidiaries will generally be entitled to payment of their claim from the assets of such subsidiaries before assets are made available for distribution to the Company.

Risks associated with lack of liquidity or unavailability of funding

The Group may need to raise further funds, including through further borrowing, to optimally implement the Group's investment policy and achieve the Group's investment objectives. Whilst the Group is not currently aware of any factors that could adversely affect its ability to obtain such additional financing, there can be no guarantee that the Group will be able to raise such additional capital on acceptable terms, or at all, when it is needed.

The Group's investment strategy includes funding the acquisition of investments, in part, through borrowing. The Group's ability to obtain credit on acceptable terms is subject to a wide variety of factors, including its own credit status as well as many factors which are outside the Group's control, such as the condition of the financial markets, government and bank policies, interest rates and overall demand for credit. There can be no guarantee that the Group will be able to obtain the further credit it may need on acceptable terms. A decrease in the availability of credit may impair the Group's ability to enter into certain transactions, which may affect its ability to achieve its investment objectives and which could, consequently, have a material adverse effect on the Group's financial condition, business, prospects and results of operations.

(v) Risks Relating to SEGRO Capital

SEGRO Capital is a finance vehicle

SEGRO Capital is a finance vehicle and not an operating company. The business of the SEGRO Capital is the issuance of debt on behalf of the Group. SEGRO Capital does not have any subsidiaries or employees, or own, lease or otherwise hold any real property (including office premises or similar facilities), and will not consolidate or merge with any other person. Accordingly, a substantial part of the assets of the SEGRO Capital are capital contributions or loans made to it by other members of the Group and the ability of the SEGRO Capital to satisfy its obligations in respect of Notes issued under the Programme depends upon payments being made to it by other members of the Group in respect of such capital contributions or loans.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME

Risks related to the structure of a particular issue of Notes

A range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Risks applicable to all Notes

If the relevant Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

An optional redemption feature is likely to limit the market value of Notes. During any period when the relevant Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned.

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks", (including the euro interbank offered rate ("**EURIBOR**")) are the subject of national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

Regulation (EU) 2016/1011 (the "**EU Benchmarks Regulation**") applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**") among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a benchmark in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

The euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

The Terms and Conditions of Notes provide for certain fallback arrangements in the event that a Benchmark Event (as defined in the Terms and Conditions) occurs in respect of an Original Reference Rate or other relevant reference rate and/or any page on which such benchmark may be published (or any other successor service) becomes unavailable. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in the Terms and Conditions), with the application (if determined) of an adjustment spread (which could be positive or negative), and may include amendments to the Terms and Conditions of the Notes to ensure the proper operation of the new benchmark, all as determined by the relevant Issuer (following consultation with an Independent Adviser) and as more fully described at Condition 5.2(b)(ii). It is possible that the adoption of a Successor Rate or Alternative Rate, including any adjustment spread, may result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form. There is also a risk that the relevant fallback provisions may not operate as expected or intended at the relevant time or could impact the availability and cost of hedging instruments and borrowings or cause a potential mismatch with any hedging instruments or borrowing arrangements already in place relating to such Notes.

Furthermore, in certain circumstances, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of Notes in making any investment decision with respect to any Notes referencing a benchmark.

Risks related to Notes generally

Set out below is a description of material risks relating to the Notes generally:

The conditions of the Notes contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Trustee which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders.

The conditions of the Notes contain provisions for calling meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and including those Noteholders who voted in a manner contrary to the majority.

The conditions of the Notes also provide that the Trustee may, without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the relevant Issuer, in the circumstances described in Condition 15.

The value of the Notes could be adversely affected by a change in English law or administrative practice.

The conditions of the Notes are based on English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

The insolvency laws of Luxembourg may not be as favourable to prospective investors as insolvency laws of jurisdictions with which such investors may be familiar and may preclude holders of the Notes issued by SEGRO Capital from recovering payments due on the Notes

SEGRO Capital is incorporated in and has its head office (*administration centrale*) and its centre of main interests (*centre des intérêts principaux*) in Luxembourg. Accordingly, insolvency proceedings with respect to SEGRO Capital will in principle proceed under, and be governed by, Luxembourg insolvency laws. The insolvency laws of Luxembourg may not be as favourable to investors' interests as those of other jurisdictions with which investors may be familiar and may limit the ability of Noteholders to enforce the terms of the Notes issued by SEGRO Capital.

In addition, if a Luxembourg court were required to analyse the subordination and priority of payment provisions contained in the relevant financing documents and the Notes in the context of insolvency proceedings initiated against SEGRO Capital, the court may disregard the rules on priority of payment provided for in such documents, and apply mandatory rules of priority of payments applicable in Luxembourg insolvency proceedings to the extent that certain third parties have legal preference rights. Such preferred creditors include, amongst others, the bankruptcy receiver (curateur), the social security bodies or the tax authorities.

Insolvency proceedings may have a material adverse effect on SEGRO Capital's business and assets and its ability to fulfil its obligations under the Notes.

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued.

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed or issued) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

In respect of Notes issued as Green Bonds there can be no assurance that the use of proceeds of the Notes and the Eligible Green Projects will be suitable for the investment criteria of an investor in the Notes

The Final Terms relating to any specific Tranche of Notes may provide that an amount equal to the net proceeds from an offer of those Notes will be used to finance and/or refinance environmental and/or green new and existing business and projects whose activities meet the eligibility criteria detailed in the Green Finance Framework (as defined in the "*Use of Proceeds*" section of this Prospectus) (such businesses and projects being the "**Eligible Green Projects**"). Prospective investors should have regard to the information in the "*Use of Proceeds*" section of this Prospectus and the Green Finance Framework regarding such use of proceeds and determine for themselves the relevance of such information for the purpose of any investment in such Green Bonds, together with any other investigation such investor deems necessary. In particular, no assurance is given by the relevant Issuer, the Guarantor (if applicable), the Dealers, the Trustee nor any of their respective affiliates that the use of such proceeds for any Eligible Green Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own governing documents or investment portfolio mandates, in particular with regard to any direct or indirect environmental or green impact of any projects or uses that are the subject of, or related to, any Eligible Green Projects.

The impact of the COVID-19 pandemic may reduce, over the short and medium term, the number of suitable projects that the Group can invest in, finance or refinance. For example, the number of new acquisition or refurbishment projects may be reduced or the amount of energy which the Group consumes may be lower which would in turn reduce the expenditure on Eligible Green Projects. This could (but not necessarily will) result in, amongst other things, the Group setting an amount of the net proceeds of the issue of such Green Bonds aside for application in the future, the Group holding an amount of the net proceeds of the issue of such Green Bonds as cash in one or more of its bank accounts and/or the Group using an amount of the net proceeds of the issue of such Green Bonds for financing, refinancing or investing in other projects and/or activities.

No assurance can be given by the relevant Issuer, the Guarantor (if applicable), the Dealers, the Trustee nor any of their respective affiliates that the Eligible Green Projects will meet investor expectations or requirements regarding such "green" or similar labels (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment, the so-called **EU Taxonomy**). Each prospective investor should have regard to the factors described in the Green Finance Framework and the relevant information contained in this Prospectus and seek advice from their independent financial adviser or other professional adviser regarding its purchase of such Green Bonds before deciding to invest.

No assurance or representation is given by the relevant Issuer, the Guarantor (if applicable), the Dealers, the Trustee nor any of their respective affiliates as to the suitability or reliability for any purpose whatsoever of the opinion or certification of any third party (whether or not solicited by the relevant Issuer) which may be made available in connection with the issue of any Green Bonds and in particular with any project to fulfil any environmental, green and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Prospectus. Any such opinion or certification is not, nor should it be deemed to be, a recommendation by the relevant Issuer, the Guarantor (if applicable), the Dealers, the Trustee or any other person to buy, sell or hold any of such Green Bonds or that any Eligible Green Projects fulfil any environmental, green and/or other criteria. Any such opinion or certification is only current as of the date that opinion or certification was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Green Bonds. Currently, the providers of such opinions or certifications are not subject to any specific regulatory or other regime or oversight. Investors in such Green Bonds shall have no recourse against the relevant Issuer, the Guarantor (if applicable), the Dealers or the provider of any such opinion or certification for the contents of such opinion or certification.

If any Green Bonds are listed or admitted to trading on any dedicated "green", "environmental", or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), or are included in any dedicated "green", "environmental", or other equivalently-labelled index or indices, no representation or assurance is given by the relevant Issuer, the Guarantor (if applicable), the Dealers, the Trustee nor any of their respective affiliates or any other person that such listing or admission, or inclusion in such index or indices, satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or social impact of any projects or uses, the subject of or related to, any Eligible Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another and also the criteria for inclusion in such index or indices may vary from one index to another. Nor is any representation or assurance given or made by the relevant Issuer, the Guarantor (if applicable), the Dealers, the Trustee nor any of their respective affiliates or any other person that any such listing or admission to trading, or inclusion in any such index or indices, will be obtained in respect of any such Green Bonds or, if obtained, that any such listing or admission to trading, or inclusion in such index or indices, will be maintained during the life of such Green Bonds.

While it is the intention of the relevant Issuer to apply an amount equal to the net proceeds of any Green Bonds in, or substantially in, the manner described in the applicable Final Terms, the "*Use of Proceeds*" section of this Prospectus and the Green Finance Framework, there can be no assurance that the relevant project or uses the subject of, or related to, any Eligible Green Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule or at an acceptable cost and that accordingly such proceeds will be totally or partially disbursed for or towards such Eligible Green Projects. Nor can there be any assurance that such Eligible Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the relevant Issuer.

Any such event or failure by the relevant Issuer will not constitute an Event of Default under such Green Bonds, or give rise to any other claim of a holder of such Green Bonds, as the case may be. Any such event or failure to apply an amount equal to the proceeds of the issue of such Green Bonds, as for or towards any Eligible Green Projects as aforesaid or any such opinion or certification attesting that the relevant Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or such Green Bonds no longer being listed or admitted to trading on any stock exchange or securities market may have a material adverse effect on the value of such Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for or towards a particular purpose. For the avoidance of doubt, it is however specified that payments of principal and interest (as the case may be) on such Green Bonds shall not depend on the performance of the relevant project.

Neither the Dealers, the Trustee nor any of their respective affiliates or any other person will verify or monitor the proposed use of proceeds of such Green Bonds.

Holders of Notes held through Euroclear and Clearstream, Luxembourg must rely on procedures of those clearing systems to effect transfers of Notes, receive payments in respect of Notes and vote at meetings of Noteholders

Notes issued under the Programme will be represented on issue by one or more Global Notes that may be deposited with a common depositary or Common Safekeeper for Euroclear and Clearstream, Luxembourg (each as defined under "*Form of the Notes*"). Except in the circumstances described in each Global Note, investors will not be entitled to receive Notes in definitive form. Each of Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Note held through it. While the Notes are represented by a Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Notes are represented by Global Notes, the relevant Issuer will discharge its payment obligation under the Notes by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The relevant Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Note. Any failure by Euroclear or Clearstream, Luxembourg to transfer payments under the Notes to investors could have a material adverse effect on the value of the Notes.

Holders of beneficial interests in a Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable investors to vote on any matters on a timely basis.

Risks related to the market generally

Set out below is a description of material market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell their Notes.

Notes may have no established trading market when issued, and one may never develop. If a market for the Notes does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

If an investor holds Notes which are not denominated in the investor's home currency, they will be exposed to movements in exchange rates adversely affecting the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.

The relevant Issuer will pay principal and interest on the Notes and the Guarantor (if applicable) will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the relevant Issuer or the Guarantor (if applicable) to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates.

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

Credit ratings assigned to the relevant Issuer, the Guarantor (if applicable) or any Notes may not reflect all the risks associated with an investment in those Notes.

One or more independent credit rating agencies may assign credit ratings to the relevant Issuer, the Guarantor (if applicable) or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following documents which shall be incorporated by reference in, and form part of, this Prospectus in full, and the page numbers listed alongside each document are included only for the purpose of signposting the reader to key sections and shall not be interpreted as limiting or curtailing the incorporation of each document in full into this Prospectus:

(i) the auditors' report and audited consolidated annual financial statements of the Company for the financial year ended 31 December 2020 which appear on pages 149 to 212 of the annual report for the year ended 31 December 2020 (the "**2020 Annual Report**").

The following information appears on the pages of the 2020 Annual Report as set out below:

2020 Annual Report

(which can be accessed at: https://www.segro.com/~/media/Files/S/Segro/2021/SEGRO_AR20_Web.pdf)

(ii) the auditors' report and audited consolidated annual financial statements of the Company for the financial year ended 31 December 2021 which appear on pages 165 to 231 of the annual report for the year ended 31 December 2021 (the "**2021 Annual Report**").

The following information appears on the pages of the 2021 Annual Report as set out below:

2021 Annual Report

(which can be accessed at: https://www.segro.com/investors/reports-and-presentations/financial-reports/2022?sc_lang=en*)*

SEGRO Capital has prepared financial statements for the year ended 31 December 2021 and is included in the 2021 consolidated Group financial statements.

The above documents have been previously published or are published simultaneously with this Prospectus and have been approved by the FCA or filed with it. Such documents shall be incorporated in, and form part of, this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Those parts of the documents incorporated by reference in this Prospectus which are not specifically incorporated by reference in this Prospectus are either not relevant for prospective investors in Notes issued under the Programme or the relevant information is included elsewhere in this Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

Copies of documents incorporated by reference in this Prospectus are available for viewing on the website of the Company (www.segro.com) and can be obtained from the respective registered offices of the Company and SEGRO Capital and from the specified office of the Principal Paying Agent for the time being in London.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Applicable Final Terms" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by the Issuer specified in the applicable Final Terms (as defined below), being either SEGRO plc (the "**Company**") or SEGRO Capital S.à r.l., a private limited liability company (s*ociété à responsabilité limitée*), incorporated under the laws of the Grand Duchy of Luxembourg (Luxembourg), having its registered office at 35-37, avenue de la Liberté, L-1931 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés, Luxembourg*) under the number B256102 ("**SEGRO Capital**" and, together with the Company, each an "**Issuer**") constituted by a Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the "**Trust Deed**") dated 3 March 2022 made between each Issuer (including in the case of the Company, in its capacity as Guarantor (as defined below)) and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include any successor as Trustee).

Notes issued by SEGRO Capital shall have the benefit of a guarantee from the Company (in such capacity, the "**Guarantor**").

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

(a) in relation to any Notes represented by a global Note (a "**Global Note**"), units of each Specified Denomination in the Specified Currency;

(b) any Global Note;

(c) any definitive Notes in bearer form ("**Bearer Notes**") issued in exchange for a Global Note in bearer form; and

(d) any definitive Notes in registered form ("**Registered Notes**") (whether or not issued in exchange for a Global Note in registered form).

References herein to the "**relevant Issuer**" shall be to the Issuer of the Notes named as such in the applicable Final Terms (as defined below). References in these Terms and Conditions to the "Guarantor" shall only be applicable if SEGRO Capital is specified as the Issuer of the Notes in the applicable Final Terms.

The Notes and the Coupons (as defined below) have the benefit of an Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") dated 3 March 2022 and made between each Issuer (including in the case of the Company, in its capacity as Guarantor), the Trustee, Citibank, N.A., London Branch as issuing and principal paying agent and agent bank (the "**Principal Paying Agent**", which expression shall include any successor principal paying agent) and the other paying agents named therein (together with the Principal Paying Agent, the "**Paying Agents**", which expression shall include any additional or successor paying agents), Citibank Europe plc as registrar (the "**Registrar**", which expression shall include any successor registrar) and a transfer agent and the other transfer agents named therein (together with the Registrar, the "**Transfer Agents**", which expression shall include any additional or successor transfer agents). The Principal Paying Agent, the Calculation Agent (if any is specified in the applicable Final Terms), the Registrar, the Paying Agents and other Transfer Agents together referred to as the "**Agents**".

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which supplement these Terms and Conditions (the "**Conditions**"). References to the "**applicable Final Terms**" are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Interest bearing definitive Bearer Notes have interest coupons ("**Coupons**") and, in the case of Bearer Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons.

The Trustee acts for the benefit of the Noteholders (which expression shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below) and the holders of the Coupons (the "**Couponholders**", which expression shall, unless the context otherwise requires, include the holders of the Talons), in accordance with the provisions of the Trust Deed.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the Trust Deed and the Agency Agreement (i) are available for inspection during normal business hours at the registered office for the time being of the Company being at 3 March 2022 at 1 New Burlington Place, London, England, W1S 2HR and at the specified office of each of the Paying Agents or (ii) may be provided by email to a Noteholder following their prior written request to the Trustee, any Paying Agents or either Issuer and provision of proof of holding and identity (in a form satisfactory to the Trustee, the relevant Paying Agent or the relevant Issuer, as the case may be). If the Notes are to be admitted to trading on the Main Market of the London Stock Exchange the applicable Final Terms will be published on the website of the London Stock Exchange through a regulatory information service. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In the Conditions, "**euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form or in registered form as specified in the applicable Final Terms and, in the case of definitive Notes, serially numbered, in the currency (the "**Specified Currency**") and the denominations (the "**Specified Denomination(s)**") specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

This Note may be a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in the register of holders of the Registered Notes maintained by the Registrar (the "**Register**") in accordance with the provisions of the Agency Agreement. The relevant Issuer, the Guarantor (if applicable), the Trustee and any Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph. The provisions relating to the holding of a note register at the registered office of the issuer company contained in article 470-1 of the Luxembourg law on commercial companies dated 10 August 1915, as amended (the "**Companies Act 1915**") shall not apply to the Registered Notes.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the relevant Issuer, the Guarantor (if applicable), the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the relevant Issuer, the Guarantor (if applicable), the Trustee and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part A of the applicable Final Terms.

2. TRANSFERS OF REGISTERED NOTES

2.1 Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note of the same series only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Trust Deed and the Agency Agreement.

2.2 Transfers of Registered Notes in definitive form

Subject as provided in paragraph 2.3 below, upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms). In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the relevant Issuer, the Trustee and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 2 to the Trust Deed). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

2.3 Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under Condition 7, the relevant Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

2.4 Closed Periods

No Noteholder may require the transfer of a Note (or part thereof) to be registered during the period between the Record Date (as defined in Condition 6.4) and the relevant due date.

2.5 Costs of registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the relevant Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

3. STATUS OF THE NOTES AND THE GUARANTEE (IF APPLICABLE)

3.1 Status of the Notes

The Notes and any relative Coupons are direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer and rank *pari passu* among themselves and rank and will rank *pari passu* without any preference among themselves, and equally with all other existing and future unsecured and unsubordinated obligations of the relevant Issuer, save for such exceptions as may be provided by applicable laws that are mandatory and of general application.

3.2 Status of the Guarantee

The payment of principal and interest in respect of the Notes issued by SEGRO Capital and all other moneys payable by SEGRO Capital under or pursuant to the Trust Deed has been unconditionally and irrevocably guaranteed by the Guarantor in the Trust Deed (the "**Guarantee**").

The Guarantee constitutes a direct, unsecured and unsubordinated obligation of the Guarantor and ranks and will rank equally with all other existing and future senior, unsecured and unsubordinated obligations of the Guarantor, save for such exceptions as may be provided by applicable legislation and by provisions of law that are mandatory and of general application.

4. COVENANTS

The Company will procure that so long as any of the Notes remains outstanding (as defined in the Trust Deed):

(a) the aggregate principal amount (together with any fixed or minimum premium payable on final repayment) for the time being outstanding of all Net Borrowings of the Group (excluding borrowings by the Company from a Subsidiary or by a Subsidiary from the Company or another Subsidiary) shall not exceed a sum equal to 175 per cent. of the Adjusted Capital and Reserves; and

(b) the aggregate principal amount (together with any fixed or minimum premium payable on final repayment) for the time being outstanding of (a) all Secured Borrowings of the Group and (b) all Borrowings (which are not Secured Borrowings) of Subsidiaries (excluding borrowings by a Subsidiary from the Company or another Subsidiary) shall not exceed a sum equal to 50 per cent. of the Adjusted Capital and Reserves.

For the purpose of this Condition 4:

Adjusted Capital and Reserves means the aggregate for the time being of:

(i) the amount paid up or credited as paid up on the issued share capital of the Company (including an issue or proposed issue of share capital for cash which has been unconditionally underwritten or which subsequently becomes unconditionally underwritten (in which case the relevant issued share capital shall be included within this definition from the time at which the proposed issue becomes unconditionally underwritten) for payment by the underwriters within six months;

(ii) the aggregate amount of any convertible capital bonds to the extent that they are, with an unqualified audit report in respect thereof, included otherwise than as indebtedness; and

(iii) the amount standing to the credit of the consolidated capital and revenue reserves of the Company and the Subsidiaries (including share premium account, capital redemption reserve and profit and loss account),

all as shown in the latest consolidated audited balance sheet of the Company and the Subsidiaries or in the notes thereto, but after:

(A) making any adjustments as may be necessary to reflect any variation in (x) the amount of such paid up share capital of the Company or (y) capital and revenue reserves or (z) the aggregate amount of convertible capital bonds since the date to which the said consolidated balance sheet has been made up or which would result from any transaction contemplated when the adjusted capital and reserves is being calculated or from any transaction to be carried out contemporaneously therewith;

(B) adjusting to take account of any variation in interest in Subsidiaries, any companies which, since the date on which the said consolidated balance sheet has been made up, have ceased to be or have become Subsidiaries and any companies which will become Subsidiaries as a result of the transaction in relation to which the calculation falls to be made;

(C) deducting any distributions (other than dividends paid out of profits earned since such date) in cash or specie made to persons other than the Company or any Subsidiary since that date and not provided for in such balance sheet;

(D) excluding (to the extent otherwise included) all amounts set aside for taxation whether in respect of deferred taxation or otherwise;

(E) deducting any amount attributable to goodwill (other than goodwill arising only on consolidation) or other intangible assets;

(F) deducting any debit balance on profit and loss account;

(G) excluding any amounts attributable to minority interests in Subsidiaries;

(H) excluding therefrom any share capital paid up by way of capitalisation of, or reserves derived from, the whole or any part of the amount of any writing up after the date on which agreement is reached to issue the first Tranche of the Notes (or in the case of a body corporate thereafter becoming a Subsidiary (an "**after-acquired Subsidiary**") after the date of its becoming a Subsidiary) of the book value of any assets of the Company or any Subsidiary, except to the extent of:

(1) any writing up of the book values of freehold and leasehold properties of the Company or of any Subsidiary arising from a revaluation of all the freehold and leasehold properties of the Company and the Subsidiaries or such part thereof as the Trustee may in its absolute discretion agree, such revaluation being made and such writing up being effected on bases respectively approved by the Trustee who may for this purpose require a valuation to be made by a professional valuer approved by the Trustee and to be not earlier than 2 years after the last previous such valuation (if any); and

(2) any writing up of the book values of any fixed assets of an after-acquired Subsidiary by an amount not exceeding the excess of the purchase consideration given by the Company or by another Subsidiary for its investment in such after-acquired Subsidiary over the amount of the net assets of such after-acquired Subsidiary attributable to the investment so acquired as appearing in its books at the date of acquisition,

and so that a transfer of any asset by the Company to a Subsidiary, or by a Subsidiary to the Company or another Subsidiary, for a consideration in excess of the book value thereof, shall be deemed to be a writing up of the book value of such asset;

(I) deducting (if not otherwise excluded) such amount as the Auditors (as defined in the Trust Deed) shall consider appropriate in respect of any contingent taxation liabilities on the net amount by which the fixed assets of the Company and the Subsidiaries shall have been written up as a result of any revaluation, and for this purpose a transfer of any asset by the Company to a Subsidiary, or by a Subsidiary to the Company or another Subsidiary, for a consideration in excess of the book value thereof shall be deemed to be a writing up of the book value of such asset as a result of a revaluation; and

(J) making such other adjustments, if any, as the Auditors think appropriate.

"**Borrowings**" means and includes at any time:

(i) all money borrowed (with or without security) by any member of the Group;

(ii) the nominal amount of the issued share capital of any relevant Subsidiary of the Company which is not beneficially owned by the Company or another Subsidiary of the Company which is wholly-owned and which is treated in the latest audited balance sheet of the relevant company as indebtedness or which, if it does not appear in such latest audited balance sheet or if there is no such balance sheet, the Auditors certify would have been so treated had it so appeared;

(iii) the maximum amount in respect of financial indebtedness for the time being outstanding for which any member of the Group has given security or is liable as guarantor and indemnifier;

(iv) the principal amount raised by any member of the Group by acceptances or under any acceptance credit agreed on its behalf by a bank or accepting house other than in relation to the purchase of goods or services in the ordinary course of business and which have been outstanding for 180 days or less;

(v) the aggregate amount owing by any member of the Group under a Finance Lease;

(vi) the principal amount of any debenture (as defined by section 738 of the Companies Act 2006) of any member of the Group; provided, however, that, in the case of a debenture which constitutes a deep discount security for the purpose of section 57 of, and Schedule 4 to, the Income and Corporation Taxes Act 1988 and contains provisions for prepayment or acceleration, the principal amount shall be deemed at any relevant time to be the highest amount which would if such debenture were then to be repaid in accordance with any such provision for prepayment or acceleration, be repayable in respect of the principal amount thereof;

(vii) amounts (which are not expressly excluded from the definition of Borrowings under any other paragraph of this definition) which would not otherwise fall to be treated as Borrowings of any member of the Group under any other paragraph of this definition if they would be so treated (in accordance with United Kingdom generally accepted accounting principles) in a consolidated balance sheet of the Group; and

(viii) the aggregate amount of any convertible capital bonds of any member of the Group to the extent that they are treated as indebtedness in the latest published audited consolidated balance sheet of the Company.

"**Finance Lease**" means any lease or hire purchase agreement, the liability under which would, in accordance with GAAP in force as at the date on which agreement is reached to issue the First Tranche of the Notes, be treated as a balance sheet liability (other than a lease or hire purchase contract which would, in accordance with the GAAP in force prior to January 2019, have been treated as an operating lease);

"**GAAP**" means General Accepted Accounting Practise in the United Kingdom;

"**Group**" means the Company and its Subsidiaries (including SEGRO Capital);

"**Investments**" means at any time the aggregate of:

(i) cash at bank and in hand;

(ii) amounts represented by United Kingdom certificates of tax deposit;

(iii) deposits with building societies;

(iv) deposits (including, for the avoidance of doubt, certificates of deposit) and commercial paper with a rating from Standard & Poor's Corporation of at least A-1 or the equivalent thereof or from Moody's Investors Services, Inc. of at least P-1 or the equivalent thereof, in each case for a term not exceeding 12 months;

(v) the lower of the redemption price and market value of debt securities issued by the Government of the United Kingdom or United States Treasury Bonds in each case with a maturity of no greater than 365 days after the date of acquisition; and

(vi) any investment in liquidity funds which have a credit rating of at least AAA from Standard & Poor's Corporation or an equivalent rating from any other independent credit rating agency;

"**Net Borrowings**" means Borrowings less Investments;

"**Secured Borrowings**" means Borrowings on the security of any mortgage or charge or other security over any assets of a member of the Group; and

"**Subsidiary**" means a subsidiary as defined in section 1159 of the Companies Act 2006 of the Company.

5. INTEREST

5.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, "**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(a) in the case of Fixed Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (A) the Fixed Rate Notes represented by such Global Note or (B) such Registered Notes; or

(b) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the aggregate outstanding nominal amount of Fixed Rates Notes which are Registered Notes in definitive form or the Calculation Amount in the case of Fixed Rate Notes which are Bearer Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest, in accordance with this Condition 5.1:

(i) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

  (A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

  (B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

    (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

    (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(ii) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Conditions:

"**Determination Period**" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

"**sub-unit**" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

5.2 Interest on Floating Rate Notes

(a) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, "**Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

(B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, "**Business Day**" means:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Luxembourg (in the case of Notes issued by SEGRO Capital), London and each Additional Business Centre (other than TARGET2 System) specified in the applicable Final Terms;

(b) if TARGET2 System is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") is open; and

(c) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

(b) Rate of Interest

(i) ***Screen Rate Determination for Floating Rate Notes***

The Rate of Interest for each Interest Period will, subject as provided below, be either:

(A) the offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being EURIBOR) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent or the Calculation Agent, as applicable, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(ii) ***Benchmark Discontinuation***

(A) Independent Adviser

Notwithstanding Condition 5.2(b)(i), if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the relevant Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the relevant Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5.2(b)(ii)(B)) and, in either case, an Adjustment Spread (if any) (in accordance with Condition 5.2(b)(ii)(C)) and any Benchmark Amendments (in accordance with Condition 5.2(b)(ii)(D)).

An Independent Adviser appointed pursuant to this Condition 5.2(b)(ii) shall act in good faith and in a commercially reasonable manner and in consultation with the relevant Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Trustee, the Paying Agents, the Calculation Agent, if applicable, or the Noteholders for any advice given to the relevant Issuer in connection with any determination made by the relevant Issuer pursuant to this Condition 5.2(b)(ii).

If (i) the relevant Issuer is unable to appoint an Independent Adviser; or (ii) the relevant Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5.2(b)(ii)(A) at least five Business Days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin (if any) or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin (if any) or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin (if any) or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this subparagraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.2(b)(ii).

(B) Successor Rate or Alternative Rate

If the relevant Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines that:

(1) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5.2(b)(ii)(C)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5.2(b)(ii)); or

(2) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5.2(b)(ii)(C)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5.2(b)(ii)).

(C) Adjustment Spread

If the relevant Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(D) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5.2(b)(ii)) and the relevant Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines (i) that amendments to these Conditions, the Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the relevant Issuer shall, subject to giving notice thereof in accordance with Condition 5.2(b)(ii)(E), without any requirement for the consent or approval of Noteholders, vary these Conditions, the Agency Agreement and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the relevant Issuer, but subject to receipt by the Trustee of a certificate signed by two authorised signatories (as defined in the Trust Deed) of the relevant Issuer pursuant to Condition 5.2(b)(ii)(E), the Trustee and each Agent shall (at the expense and direction of the relevant Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to use their reasonable endeavours to concur with the relevant Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed and an agreement supplemental to the Agency Agreement) and neither the Trustee, nor any Agent, shall be liable to any party for any consequences thereof, provided that neither the Trustee, nor any Agent shall be obliged so to concur if in the sole opinion of the Trustee or, as the case may be, any Agent, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend rights and/or the protective provisions afforded to the Trustee or, as the case may be, any Agent, in these Conditions and/or any documents to which it is a party (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

(E) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5.2(b)(ii) will be notified at least five Business Days before the relevant Interest Determination Date by the relevant Issuer to the Trustee, the Principal Paying Agent, the Calculation Agent (if applicable), the Paying

Agents and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments (if any).

No later than notifying the Trustee of the same, the relevant Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the relevant Issuer:

(1) confirming (a) that a Benchmark Event has occurred, (b) the Successor Rate or, as the case may be, the Alternative Rate, (c) where applicable, any Adjustment Spread and (d) the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 5.2(b)(ii); and

(2) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee shall be entitled to rely on such certificate (without enquiry or liability to any person and without any obligation to verify or investigate the accuracy thereof) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee’s ability to rely on such certificate as aforesaid) be binding on the relevant Issuer, the Guarantor, the Trustee, the Principal Paying Agent, the Calculation Agent (if applicable), the Paying Agents and the Noteholders. For the avoidance of doubt, the Trustee shall not be liable to the Noteholders or any other person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the relevant Issuer under Condition 5.2(b)(ii)(A), 5.2(b)(ii)(B), 5.2(b)(ii)(C) and 5.2(b)(ii)(D), the Original Reference Rate and the fallback provisions referred to in Condition 5.2(b)(i) will continue to apply unless and until a Benchmark Event has occurred and the Principal Paying Agent and the Calculation Agent, if applicable, have been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 5.2(b)(ii)(E).

(G) Definitions

As used in this Condition 5.2(b)(ii):

“**Adjustment Spread**” means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the relevant Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(1) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(2) (if no such recommendation has been made, or in the case of an Alternative Rate) the relevant Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(3) (if the relevant Issuer determines that no such industry standard is recognised or acknowledged) the relevant Issuer, in its discretion, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines to be appropriate;

"**Alternative Rate**" means an alternative benchmark or screen rate which the relevant Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines in accordance with Condition 5.2(b)(ii)(B) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes;

"**Benchmark Amendments**" has the meaning given to it in Condition 5.2(b)(ii)(D);

"**Benchmark Event**" means:

(1) the Original Reference Rate ceasing be published for a period of at least 5 Business Days or ceasing to exist; or

(2) the later of (a) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or will (on or before a specified date) cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (b) the date falling six months prior to the date specified in (a); or

(3) the later of (a) the making of a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will (on or before a specified date) be permanently or indefinitely discontinued and (b) the date falling six months prior to the date specified in (a); or

(4) the later of (a) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will (on or before a specified date) be prohibited from being used either generally, or in respect of the Notes and (b) the date falling six months prior to the date specified in (a); or

(5) the later of (a) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, no longer be representative of an underlying market and (b) the date falling six months prior to the date specified in (a); or

(6) it has or will become unlawful for the Principal Paying Agent or the Calculation Agent, as applicable, or the relevant Issuer to calculate any payments due to be made to any Noteholders using the Original Reference Rate;

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the relevant Issuer at its own expense under Condition 5.2(b)(ii)(A), and notified in writing to the Trustee;

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes or, if applicable, any other successor or alternative rate (or any component part thereof) determined and applicable to the Notes pursuant to the earlier operation of this Condition 5.2(b)(ii);

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(2) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(c) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) Determination of Rate of Interest and calculation of Interest Amounts

The Principal Paying Agent or the Calculation Agent, as applicable, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

(i) in the case of Floating Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (A) the Notes represented by such Global Note or (B) such Registered Notes; or

(ii) in the case of Floating Rate Notes which are Bearer Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2:

(i) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(ii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

(iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(iv) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

(v) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y_1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D_1 is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

(vi) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y_1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D_1 is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30;

(vii) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y_1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D_1 is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

(e) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent or the Calculation Agent, as applicable, shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Designated Maturity**" means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(f) Notification of Rate of Interest and Interest Amounts

The Principal Paying Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the relevant Issuer, the Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14. For the purposes of this paragraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(g) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2 by the Principal Paying Agent or the Calculation Agent, as applicable, shall (in the absence of manifest error) be binding on the relevant Issuer, the Guarantor (if applicable), the Trustee, the Principal Paying Agent, the other Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the relevant Issuer, the Guarantor (if applicable), the Trustee, the Principal Paying Agent, the Noteholders or the Couponholders shall attach to the Principal Paying Agent or the Calculation Agent, as applicable, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 Accrual of interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(a) the date on which all amounts due in respect of such Note have been paid; and

(b) as provided in the Trust Deed.

6. PAYMENTS

6.1 Method of payment

Subject as provided below:

(a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and

(b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments will be subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 8; and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto and the relevant Issuer or the Guarantor (if applicable) will not be liable to Noteholders for any taxes or duties of whatever nature imposed or levied by such laws, agreements or regulations.

6.2 Presentation of definitive Bearer Notes and Coupons

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 6.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "**Long Maturity Note**" is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Note.

6.3 Payments in respect of Bearer Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made either on such Global Note by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

6.4 Payments in respect of Registered Notes

Payments of principal in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, "**Designated Account**" means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made by transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the "**Record Date**"). Payment of the interest due in respect of each Registered Note on redemption a will be made in the same manner as payment of the principal amount of such Registered Note.

No commissions or expenses shall be charged to the holders by the Registrar in respect of any payments of principal or interest in respect of Registered Notes.

None of the relevant Issuer, the Guarantor (if applicable), the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

6.5 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the relevant Issuer or, as the case may be, the Guarantor (if applicable) will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for their share of each payment so made by the relevant Issuer or, as the case may be, the Guarantor (if applicable) to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

(a) the relevant Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;

(b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

(c) such payment is then permitted under United States law without involving, in the opinion of the relevant Issuer and the Guarantor (if applicable), adverse tax consequences to the relevant Issuer or the Guarantor (if applicable).

6.6 Payment Day

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 9) is:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):

   (i) in the case of Notes in definitive form only, in the relevant place of presentation; and

   (ii) in each Additional Financial Centre (other than TARGET2 System) specified in the applicable Final Terms.

(b) if TARGET2 System is specified as an Additional Financial Centre in the applicable Final Terms, a day on which the TARGET2 System is open; and

(c) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

6.7 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(a) any additional amounts which may be payable with respect to principal under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;

(b) the Final Redemption Amount of the Notes;

(c) the Early Redemption Amount of the Notes;

(d) the Optional Redemption Amount(s) (if any) of the Notes; and

(e) any purchase price pursuant to Condition 7.5, any premium and any other amounts (other than interest) which may be payable by the relevant Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

7. REDEMPTION AND PURCHASE

7.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the relevant Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

7.2 Redemption for tax reasons

Subject to Condition 7.6, the Notes may be redeemed at the option of the relevant Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Trustee and the Principal Paying Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), if the relevant Issuer satisfies the Trustee immediately before the giving of such notice that:

(a) on the occasion of the next payment due under the Notes, the relevant Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 or the Guarantor (if applicable) would be unable for reasons outside its control to procure payment by the relevant Issuer and in making payment itself would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, or clarification of the laws, treaties, protocols, rulings or regulations of a Tax Jurisdiction (as defined in Condition 8) or any change in the published application or official interpretation of such laws, treaties, protocols, rulings or regulations and including the decision of any court governmental agency or tribunal, which change or amendment is announced, enacted or becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and

(b) such obligation cannot be avoided by the relevant Issuer or, as the case may be, the Guarantor (if applicable) taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the relevant Issuer or, as the case may be, the Guarantor (if applicable) would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the relevant Issuer shall deliver to the Trustee (i) a certificate signed by two authorised signatories of the relevant Issuer or, as the case may be, two authorised signatories of the Guarantor (if applicable) stating that the relevant Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the relevant Issuer so to redeem have occurred and (ii) an opinion of independent legal advisers of recognised standing to the effect that the relevant Issuer or, as the case may be, the Guarantor (if applicable) has or will become obliged to pay such additional amounts as a result of such change, amendment or clarification and the Trustee shall be entitled without further investigation or enquiry to accept the certificate and such opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event they shall be conclusive and binding on the Noteholders and the Couponholders.

Notes redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.2 below together (if appropriate) with interest accrued to (but excluding) the date of redemption but otherwise without premium or penalty.

7.3 Redemption at the option of the relevant Issuer (Issuer Call)

If Issuer Call is specified as being applicable in the applicable Final Terms, the relevant Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. The Optional Redemption Amount will either be the specified percentage of the nominal amount of the Notes stated in the applicable Final Terms or, if either Spens Amount or Make-whole Amount is specified in the applicable Final Terms, will be:

(i) if "**Spens Amount**" is specified in the applicable Final Terms as the Optional Redemption Amount, the Optional Redemption Amount shall be equal to (a) 100 per cent. of the principal amount outstanding of the Notes to be redeemed or, if higher, (b) the principal amount outstanding of the Notes to be redeemed multiplied by the price, as reported to the relevant Issuer by the Financial Adviser, at which the Gross Redemption Yield to the Maturity Date or, in the case of any Par Call Notes, the First Par Call Notes Redemption Date, on such Notes on the Reference Date is equal to the Gross Redemption Yield (determined by reference to the middle market price) at the Quotation Time specified in the applicable Final Terms on the Reference Date of the Reference Bond, plus the Redemption Margin, all as determined by the Financial Adviser; or

(ii) if "**Make-whole Amount**" is specified in the applicable Final Terms as the Optional Redemption Amount, the Optional Redemption Amount shall be an amount calculated by the Financial Adviser equal to (a) 100 per cent. of the principal amount outstanding of the Notes to be redeemed or, if higher, (b) the sum of the then present values of the principal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Note (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on an annual basis at the Reference Bond Rate, plus the Redemption Margin.

In this Condition 7.3:

"**FA Selected Bond**" means a government security or securities selected by the Financial Adviser as having an actual or interpolated maturity comparable with the remaining term to the Maturity Date or, in the case of any Par Call Notes, to the First Par Call Notes Redemption Date that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Notes and of a comparable maturity to the remaining term to the Maturity Date or, in the case of any Par Call Notes, to the First Par Call Notes Redemption Date;

"**Financial Adviser**" means an investment bank or financial institution of international standing selected by the relevant Issuer;

"**First Par Call Notes Redemption Date**" means, in respect of any Par Call Notes, the first Par Call Notes Redemption Date;

"**Gross Redemption Yield**" means, in respect of a security, the gross redemption yield for such security, expressed as a percentage and calculated by the Financial Adviser on the basis set out by the United Kingdom Debt Management Office in the paper Formulae for Calculating Gilt Prices from Yields page 5, Section One: Price/Yield Formulae Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date (published 8 June 1998 and updated on 15 January 2002 and 16 March 2005 (as amended and supplemented from time to time)) on a semi-annual compounding basis (converted to an annualised yield and rounded up (if necessary) to four decimal places) or on such other basis as the relevant Issuer may approve;

"**Par Call Notes**" means any Notes in respect of which: (i) Issuer Call is specified as being applicable in the applicable Final Terms; and (ii) any Optional Redemption Amount is specified as being an amount per Calculation Amount equal to the Calculation Amount (such Optional Redemption Amount, the "**Par Call Amount**");

"**Par Call Notes Redemption Date**" means an Optional Redemption Date on which the Notes may be redeemed at the Par Call Amount;

"**Redemption Margin**" shall be as set out in the applicable Final Terms;

"**Reference Bond**" shall be as set out in the applicable Final Terms or shall be the FA Selected Bond;

"**Reference Bond Price**" means, with respect to any date of redemption, (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (B) if the Financial Adviser obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

"**Reference Bond Rate**" means, with respect to any date of redemption, the rate per annum equal to the annual yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such date of redemption;

"**Reference Date**" will be set out in the relevant notice of redemption;

"**Reference Government Bond Dealer**" means each of five banks selected by the relevant Issuer, or their affiliates, which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to each Reference Government Bond Dealer and any date for redemption, the arithmetic average, as determined by the Financial Adviser, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the applicable Final Terms on the Reference Date quoted in writing to the Financial Adviser by such Reference Government Bond Dealer; and

"**Remaining Term Interest**" means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term to the Maturity Date or, in the case of any Par Call Notes, the First Par Call Notes Redemption Date determined on the basis of the rate of interest applicable to such Note from and including the date on which such Note is to be redeemed by the relevant Issuer pursuant to this Condition. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption.

7.4 Redemption at the option of the Noteholders (Investor Put)

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the relevant Issuer in accordance with Condition 14 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms the (unless, prior to the giving of such notice, the relevant Issuer gives any of the notices referred to in Condition 7.2 or 7.3 in respect of the Note) the relevant Issuer will, upon the expiry of such notice, redeem such Note on the Optional

Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a "**Put Notice**") and in which the holder must specify a bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2. If this Note is in definitive bearer form, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear, Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

7.5 Redemption at the option of the Noteholders (Restructuring Put Event)

If Restructuring Put Event is specified as being applicable in the applicable Final Terms, then this Condition 7.5 shall apply.

If at any time while any Notes to which this Condition 7.5 applies remain outstanding a Restructuring Event is deemed to occur and within the Restructuring Period:

(A) (if at the time that Restructuring Event is deemed to have occurred there are Rated Securities or the Company has a corporate Rating) a Rating Downgrade in respect of that Restructuring Event occurs or is deemed to occur and such Rating Downgrade has not been cured prior to the expiry of the Restructuring Period; or

(B) (if at such time there are no Rated Securities and the Company does not have a corporate Rating) a Negative Rating Event in respect of that Restructuring Event is deemed to occur,

(such Restructuring Event and, where applicable, Rating Downgrade or Negative Rating Event, as the case may be, occurring within the Restructuring Period and, in the case of a Rating Downgrade, not having been cured prior to the expiry of the Restructuring Period, together called a "**Restructuring Put Event**") then the holder of each Note will have the option , to require, and upon the expiry of a Restructuring Put Notice (as defined below) the relevant Issuer shall redeem or, at the relevant Issuer's option, purchase (or procure the purchase of) such Note on the Restructuring Put Event Redemption Date and at the

Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Restructuring Put Event Redemption Date.

Promptly upon the relevant Issuer or, as the case may be, the Guarantor (if applicable), becoming aware that a Restructuring Put Event has occurred, the relevant Issuer or, as the case may be, the Guarantor (if applicable), shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and if so requested by the holders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders the Trustee shall, (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), give notice (a "**Restructuring Put Event Notice**") to the Noteholders in accordance with Condition 14 and to the Paying Agents specifying the nature of the Restructuring Put Event and the procedure for exercising the option contained in this Condition.

To exercise the right to require redemption or, as the case may be, purchase of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the period of 30 days after the Restructuring Put Event Notice (the "**Restructuring Put Event Put Period**"), a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a "**Restructuring Put Notice**") and in which the holder must specify a bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed or purchased (as the case may be) and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed or purchased (as the case may be), an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2. If this Note is in definitive bearer form, the Restructuring Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Restructuring Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption or, as the case may be, purchase of this Note the holder of this Note must, within the period of 30 days after the Restructuring Put Event Notice, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear, Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

If 90 per cent. or more in principal amount of the relevant Series of Notes (including for the avoidance of doubt any further notes issued pursuant to Condition 18) then outstanding have been redeemed or purchased pursuant to this Condition 7.5, the relevant Issuer may, on giving not less than 30 nor more than 60 days' notice to the Noteholders (such notice being given within 30 days' after the Restructuring Put Event Redemption Date), redeem or purchase (or procure the purchase of), at its option, all but not some only of the remaining outstanding Series of Notes at their principal amount, together with interest accrued to (but excluding) the date fixed for such redemption or purchase.

If the rating designations employed by any of Moody's, Fitch or S&P are changed from those which are described in the definition of "Rating Downgrade" below, or if a rating is procured from a Substitute Rating Agency, the Company shall determine the rating designations of Moody's, Fitch or S&P or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's, Fitch or S&P and this Condition 7.5 shall be construed accordingly.

For the purposes of this Condition:

A "**Negative Rating Event**" shall be deemed to have occurred if (i) the Company does not on or before the 21st day after the relevant Restructuring Event, seek, and thereafter throughout the Restructuring Period use all reasonable endeavours to obtain, a Rating of the Notes or a corporate Rating or at the Company's sole discretion a Rating of any Relevant Debt or (ii) if it does so seek and use such endeavours, it has not at the expiry of the Restructuring Period and as a result of such Restructuring Event obtained such a Rating of at least investment grade (BBB- (in the case of S&P), Baa3 (in the case of Moody's) or BBB- (in the case of Fitch), or their respective equivalents for the time being), provided that a Negative Rating Event shall be deemed not to have occurred in respect of a particular Restructuring Event if (i) two authorised signatories of the Company certify to the Trustee that the Company has used all reasonable endeavours to obtain an investment grade Rating of the Notes, the Company or any Relevant Debt within the Restructuring Period and the failure so to obtain such a Rating is, in their opinion, unconnected with the Restructuring Event; and (ii) the Rating Agency declining to assign a Rating of at least investment grade (as defined above) does not announce or publicly confirm or, having been so requested by the Company, inform the Company or the Trustee in writing that its declining to assign a Rating of at least investment grade was the result, in whole or in part, of the applicable Restructuring Event (whether or not the Restructuring Event shall have occurred at the time such investment grade rating is declined);

"**Rated Securities**" means the relevant Series of Notes so long as they shall have an effective Rating and otherwise any Relevant Debt which has a Rating;

"**Rating**" means a rating provided by a Rating Agency at the invitation of the Company;

"**Rating Agency**" means Standard & Poor's Rating Services, a division of The McGraw Hill Companies, Inc. and its successors (**S&P**) or Moody's Investors Service, Inc. and its successors (**Moody's**) or Fitch Ratings Ltd and its successors ("**Fitch**") or any other rating agency of equivalent standing specified by the Company from time to time in writing to the Trustee (a "**Substitute Rating Agency**");

A "**Rating Downgrade**" shall be deemed to have occurred in respect of a Restructuring Event if any then current Rating of the relevant Series of Notes or any Relevant Debt or corporate Rating of the Company (i) is withdrawn and is not within the Restructuring Period replaced by a Rating of the relevant Rating Agency or of another Rating Agency at least equivalent to that which was current immediately before the occurrence of the Restructuring Event or (ii) is reduced from an investment grade rating (BBB- (in the case of S&P), Baa3 (in the case of Moody's) or BBB- (in the case of Fitch) (or their respective equivalents for the time being) or better) to a non-investment grade rating (BB+ (in the case of S&P), Ba1 (in the case of Moody's) or BB+ (in the case of Fitch) (or their respective equivalents for the time being) or worse) (a "**Non-Investment Grade Rating**" or (iii) (if any Rating Agency shall have already given a Non-Investment Grade Rating for the Rated Securities, or if there are no Rated Securities and the Company has a corporate Rating which is a Non-Investment Grade Rating) is lowered one full rating category (from BB+ to

BB or such similar lowering or equivalent ratings); provided that a Rating Downgrade otherwise arising by virtue of a particular reduction or withdrawal in Rating shall be deemed not to have occurred in respect of a particular Restructuring Event if (A) two authorised signatories of the Company certify to the Trustee that the withdrawal or reduction in the Rating is, in their opinion, unconnected with the Restructuring Event and (B) the Rating Agency making the withdrawal or reduction or lowering in Rating to which this definition would otherwise apply does not announce or publicly confirm or, having been so requested by the Company, inform the Company or the Trustee in writing that the withdrawal, reduction or lowering was the result, in whole or in part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Restructuring Event (whether or not the applicable Restructuring Event shall have occurred at the time of the Rating Downgrade);

"**Relevant Announcement Date**" means the earlier of (i) the date of the first public announcement of the relevant Restructuring Event and (ii) the date of the earliest Relevant Potential Restructuring Event Announcement (if any);

"**Relevant Debt**" means any unsecured and unsubordinated debt securities of the Company (or any Subsidiary of the Company which is guaranteed on an unsecured and unsubordinated basis by the Company) having an initial maturity of five years or more;

"**Relevant Potential Restructuring Event Announcement**" means any public announcement or statement by or on behalf of the Company, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Restructuring Event where within 180 days' following the date of such announcement or statement, a Restructuring Event occurs;

A "**Restructuring Event**" shall be deemed to have occurred at each time (whether or not approved by the board of directors of the Company) that any person or any persons acting in concert (as defined in the City Code on Takeovers and Mergers), other than a holding company (as defined in Section 1159 of the Companies Act 2006) whose shareholders are or are to be substantially similar to the pre-existing shareholders of the Company, or any persons acting on behalf of any such persons(s), at any time is/are or become(s) interested (within the meaning of Part 22 of the Companies Act 2006) in (i) more than 50 per cent. of the issued or allotted ordinary share capital of the Company or (ii) such number of shares in the capital of the Company carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Company;

"**Restructuring Period**" means the period commencing on the Relevant Announcement Date and ending 180 days after the public announcement of the Restructuring Event;

"**Restructuring Put Event Redemption Date**" means the date seven days after the expiry of the Restructuring Put Event Put Period.

The Trustee is under no obligation to ascertain whether a Restructuring Event, a Negative Rating Event, a Rating Downgrade or any event which could lead to the occurrence of or could constitute a Restructuring Event has occurred and until it shall have actual knowledge or express notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Restructuring Event, Negative Rating Event, Rating Downgrade or other such event has occurred.

7.6 Early Redemption Amounts

For the purpose of Condition 7.2 above and Condition 10:

(a) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount; and

(b) each Zero Coupon Note will be redeemed at its Early Redemption Amount calculated in accordance with the following formula:

Early Redemption Amount = $RP \times (1 + AY)^{y}$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the -actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

7.7 Purchases

The relevant Issuer, the Guarantor (if applicable) or any Subsidiary may at any time purchase Notes (provided that, in the case of definitive Bearer Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the relevant Issuer or the Guarantor (if applicable), surrendered to any Paying Agent and/or the Registrar for cancellation.

7.8 Cancellation

All Notes which are redeemed (or purchased pursuant to Condition 7.5 above) will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 7.7 above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

7.9 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1, 7.2, 7.3, 7.4 or 7.5 above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.6(b) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

(a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent or the Registrar or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 14.

8. TAXATION

All payments of principal, or in the case of Condition 7.5, if applicable, purchase price and interest in respect of the Notes and Coupons by or on behalf of the relevant Issuer or the Guarantor (if applicable) will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatsoever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or within a Tax Jurisdiction, unless such withholding or deduction is required by law. In such event, the relevant Issuer or, as the case may be, the Guarantor (if applicable) will pay such additional amounts as would have been received by them if no withholding or deduction had been required; except that no such additional amounts shall be payable with respect to any Note or Coupon:

(a) presented for payment by or on behalf of a holder which is (i) liable to Taxes in respect of such Note or Coupon by reason of it (or its beneficial owners) having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon or (ii) able to avoid such deduction or withholding by making a declaration of non-residence or other similar claim; or

(b) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6); or

(c) any combination of the above.

As used herein:

(i) "**Tax Jurisdiction**" means the Grand Duchy of Luxembourg or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by SEGRO Capital) or the United Kingdom or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by the Company) or, in either case any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which payments made by the relevant Issuer or the Guarantor (if applicable), as the case may be, of principal and interest on the Notes become generally subject; and

(ii) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Principal Paying Agent or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14.

9. PRESCRIPTION

The Notes (whether in bearer or registered form) and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 9 or Condition 6.2 or any Talon which would be void pursuant to Condition 6.2.

10. EVENTS OF DEFAULT AND ENFORCEMENT

10.1 Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall, (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction), give notice in writing to the relevant Issuer and the Guarantor (if applicable) that each Note is, and each Note shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest (if any) as provided in the Trust Deed if any of the following events (each, together with the certification by the Trustee as hereinafter mentioned (where applicable), an "**Event of Default**") shall occur and provided that, in the case of each of the events described in paragraphs (b) to (g) only, the Trustee has certified in writing to the relevant Issuer and the Guarantor (if applicable) that such event is, in its opinion, materially prejudicial to the interests of the Noteholders:

(a) if default is made in the payment in the Specified Currency of any principal, or in the case of Condition 7.4 or 7.5, if applicable, purchase price or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal and fourteen days in the case of interest; or

(b) if the relevant Issuer or the Guarantor (if applicable) fails to perform or observe any of its other obligations under these Conditions or the Trust Deed and (except in any case where, in the opinion of the Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the relevant Issuer or the Guarantor ((if applicable) as the case may be) of notice requiring the same to be remedied; or

(c) if any loan or other indebtedness for borrowed money of the relevant Issuer, the Guarantor (if applicable) or any Principal Subsidiary in an aggregate principal amount of not less than £20,000,000 (or its equivalent in any other currency) becomes due and repayable prematurely by reason of an event of default (howsoever described) in relation thereto or the relevant Issuer, the Guarantor (if applicable) or any Principal Subsidiary fails to make any payment of an amount of not less than £20,000,000 (or its equivalent in any other currency) in respect thereof on the due date for such payment as extended by any applicable grace period (as provided for in the document evidencing such indebtedness) or if any guarantee or indemnity given by the relevant Issuer, the Guarantor (if applicable) or any Principal Subsidiary in respect of any loan or other indebtedness for borrowed money in an amount of not less than £20,000,000 (or its equivalent in any other currency) is not honoured when due and called upon or if the security for any such first-mentioned loan or other indebtedness for borrowed money or any such guarantee or indemnity becomes enforceable and steps are taken to enforce the same; or

(d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the relevant Issuer or the Guarantor (if applicable), save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution; or

(e) if any order shall be made by any competent court or a resolution passed for the winding up, dissolution or administration of a Principal Subsidiary, save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement (not involving or arising out of the insolvency of such Principal Subsidiary) under which all the assets of the Principal Subsidiary are transferred to the Company or any of its Subsidiaries or the terms of which have been approved by the Trustee or by an Extraordinary Resolution; or

(f) if the relevant Issuer, the Guarantor (if applicable) or any Principal Subsidiary shall cease to carry on the whole or a substantial part of its business, save in the case of a Principal Subsidiary for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangements (not involving or arising out of the insolvency of such Principal Subsidiary) under which all the assets of the Principal Subsidiary are transferred to the Company or any of its Subsidiaries or the terms of which have been approved by the Trustee or by an Extraordinary Resolution, or if the relevant Issuer, the Guarantor (if applicable) or any Principal Subsidiary shall suspend payment of its debts generally or shall be unable to, or shall admit inability to, pay its debts as they fall due, or shall be adjudicated or found bankrupt or insolvent by any competent court, or shall enter into any composition or other similar arrangement with its creditors generally; or

(g) if an administrative or other receiver, or an administrator or other similar official, shall be appointed in relation to the relevant Issuer, the Guarantor (if applicable) or any Principal Subsidiary or in relation to the whole or a substantial part of the assets of any of them or a distress, execution or other process shall be levied or enforced upon or sued out against, or an encumbrancer shall take possession of, the whole or a substantial part of the assets of any of them and in any of the foregoing cases it or he shall not be discharged within 14 days; or

(h) in the case of Notes issued by SEGRO Capital, the relevant Issuer ceases to be a Subsidiary wholly owned and controlled, directly or indirectly, by the Guarantor ; or

(i) if, in the case of Notes issued by SEGRO Capital, the Guarantee ceases to be, or is claimed by the relevant Issuer or the Guarantor not to be, in full force and effect.

10.2 Enforcement

At any time, the Trustee may, at its discretion and without further notice, institute such proceedings or take such steps or actions against the relevant Issuer and/or the Guarantor (if applicable) as it may think fit to enforce the terms of the Trust Deed and/or the Notes and/or the Coupons, but it shall not be bound to take any such proceedings or to take, or omit to take any other action, step or action (including instituting such proceedings, steps or actions) under or pursuant to the Trust Deed unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one fifth in principal amount of the Notes outstanding and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Noteholder or Couponholder may proceed directly against the relevant Issuer or the Guarantor (if applicable) unless the Trustee, having become bound so to proceed, fails or is unable to do so within a period of 120 days and such failure or inability is continuing.

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

10.3 Definitions

For the purposes of this Condition, a "**Principal Subsidiary**" means a Subsidiary of the Company, the book value of whose tangible assets (as shown by the then most recent audited balance sheet of such Subsidiary and attributable to the Company) constitutes five per cent. or more of the book value of the tangible assets of the Company and the Subsidiaries (as shown by the then most recent audited consolidated balance sheet of the Company and the Subsidiaries) provided that, if a Subsidiary itself has subsidiaries and produces in respect of any year an audited consolidated balance sheet of such Subsidiary and its subsidiaries, the reference above to tangible assets of such Subsidiary shall be construed as a reference to tangible assets of such Subsidiary and its consolidated subsidiaries and the reference to the then most recent audited balance sheet of such Subsidiary shall be construed as a reference to the then most recent audited consolidated balance sheet of such Subsidiary and its consolidated subsidiaries (all as more particularly described in the Trust Deed).

A report by two authorised signatories of the relevant Issuer or the Guarantor (as the case may be) addressed to the Trustee that in their opinion a Subsidiary of the Company is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary may be relied upon by the Trustee without further enquiry or evidence and, if relied upon by the Trustee, shall, in the absence of manifest error, be conclusive and binding on all parties.

In these Conditions, where it relates to SEGRO Capital as Issuer or to a company incorporated under the laws of Luxembourg, a reference to:

(a) a **winding-up**, **administration** or **dissolution** includes, without limitation, bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de la faillite*), reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), general settlement with creditors, reorganisation or similar laws affecting the rights of creditors generally;

(b) a **receiver, administrative receiver, administrator** or the like includes, without limitation, a *juge délégué*, *commissaire*, *juge-commissaire*, *liquidateur* or *curateur*;

(c) a **security interest** includes any *hypothèque*, *nantissement*, *gage*, *privilège*, *sûreté réelle*, *droit de rétention* and any type of real security or agreement or arrangement having a similar effect and any transfer of title by way of security; and

(d) a **person being unable to pay its debts** includes that person being in a state of cessation of payments (*cessation de paiements*).

11. REPLACEMENT OF NOTES, COUPONS AND TALONS

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Notes or Coupons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence, security and indemnity as the relevant Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued. The replacement of the Bearer Notes or Coupons in the case of loss or theft shall be subject to the procedure of the Involuntary Dispossession Act 1996.

12. AGENTS

The initial Agents are set out above. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The relevant Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that:

(a) there will at all times be a Principal Paying Agent;

(b) there will at all times be a Registrar in a jurisdiction other than the jurisdiction in which the relevant Issuer or the Guarantor (if applicable) is incorporated);

(c) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of

Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and

(d) there will at all times be a Paying Agent in a jurisdiction within Europe, other than the jurisdictions in which the relevant Issuer or the Guarantor (if applicable) is incorporated.

In addition, the relevant Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5. Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the relevant Issuer in accordance with Condition 14.

In acting under the Agency Agreement, the Agents act solely as agents of the relevant Issuer and the Guarantor (if applicable) and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholder or Couponholder. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

13. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

14. NOTICES

All notices regarding the Bearer Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the *Financial Times* in London. The relevant Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the second day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such websites or such mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the relevant Issuer, the Guarantor (if applicable) or the Trustee and shall be convened by the relevant Issuer if required in writing by Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons or the Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons), the quorum shall be one or more persons holding or representing not less than three quarters in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than a clear majority in nominal amount of the Notes for the time being outstanding. The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three quarters of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three quarter in nominal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than three quarters in nominal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed by the Noteholders will be binding on all the Noteholders, whether or not they are present at any meeting, and whether or not they voted on the resolution, and on all Couponholders. For the avoidance of doubt, the provisions of Articles 470-3 to 470–19 of the Companies Act 1915 are hereby excluded.

The Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee (as defined in the Trust Deed), materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification which is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Trustee, is proven. Any such modification, waiver, authorisation or determination shall be binding on the Noteholders and the Couponholders and, unless the Trustee otherwise agrees, any such modification shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, or determination or subsitution), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the relevant Issuer, the Guarantor (if applicable), the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 8 and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

The Trustee may, without the consent of the Noteholders, agree with the relevant Issuer to the substitution in place of the relevant Issuer (or of any previous substitute under this Condition) as the principal debtor under the Notes, the Coupons and the Trust Deed of another company, being a Subsidiary of the Company, subject to (i) the Notes being unconditionally and irrevocably guaranteed by the Company, (ii) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution and (iii) certain other conditions set out in the Trust Deed being complied with. Any such substitution shall be binding on the Noteholders and the Couponholders and any such substitution shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

16. INDEMNIFICATION OF THE TRUSTEE AND TRUSTEE CONTRACTING WITH THE RELEVANT ISSUER AND/OR THE GUARANTOR (IF APPLICABLE)

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability including provisions relieving it from taking proceedings or any other steps or actions unless indemnified and/or secured and/or prefunded to its satisfaction, and to be paid its costs and expenses in priority to any claims of Noteholders. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security. In addition, the Trustee is entitled to enter into business transactions with the relevant Issuer, the Guarantor (if applicable) and any entity related to the relevant Issuer or the Guarantor (if applicable) without accounting for any profit.

The Trustee's responsibilities are solely those of trustee for the Noteholders on the terms of the Trust Deed. Accordingly, the Trustee makes no representations and assumes no responsibility for the validity or enforceability of the Notes or for the performance by the relevant Issuer or the Guarantor (if applicable) of their respective obligations under or in respect of the Notes and the Trust Deed. The Trustee is entitled to assume that each of the relevant Issuer and the Guarantor (if applicable) is performing all of its obligations pursuant to the Notes and the Trust Deed (and shall have no liability for doing so) until it has actual knowledge or express notice in writing to the contrary.

The Trustee may rely without liability to Noteholders on any certificate or report prepared by Auditors, accountants or any other expert pursuant to the Trust Deed, whether or not addressed to the Trustee and whether or not the Auditors', accountants' or expert's liability in respect thereof is limited by a monetary cap or otherwise. The Trust Deed provides that the Noteholders shall together have the power, exercisable by Extraordinary Resolution, to remove the Trustee (or any successor trustee or additional trustees) provided that the removal of the Trustee or any other trustee shall not become effective unless there remains a trustee in office after such removal.

17. CURRENCY INDEMNITY

Each of the Issuer and the Guarantor on a joint and several basis shall indemnify the Trustee, the Noteholders and the Couponholders and keep them indemnified against:

(a) any liability incurred by any of them arising from the non-payment by the Issuer or, as the case may be, the Guarantor of any amount due to the Trustee or the Noteholders or Couponholders under these Conditions by reason of any variation in the rates of exchange between those used for the purposes of calculating the amount due under a judgment or order in respect thereof and those prevailing at the date of actual payment by the Issuer or, as the case may be, the Guarantor; and

(b) any deficiency arising or resulting from any variation in rates of exchange between (i) the date as of which the local currency equivalent of the amounts due or contingently due under these Conditions (other than this Condition 17) is calculated for the purposes of any bankruptcy, insolvency or liquidation of the Issuer or the Guarantor, as the case may be, and (ii) the final date for ascertaining the amount of claims in such bankruptcy, insolvency or liquidation. The amount of such deficiency shall be deemed not to be reduced by any variation in rates of exchange occurring between the said final date and the date of any distribution of assets in connection with any such bankruptcy, insolvency or liquidation.

The above indemnities shall constitute an obligation of each of the Issuer and the Guarantor separate and independent from their obligations under the other provisions of these Conditions and shall apply irrespective of any indulgence granted by the Trustee or the Noteholders or the Couponholders from time to time and shall continue in full force and effect notwithstanding the judgment or filing of any proof or proofs in any bankruptcy, insolvency or liquidation of the Issuer or, as the case may be, the Guarantor for a liquidated sum or sums in respect of amounts due under these Conditions (other than this Condition 17). Any such deficiency as aforesaid shall be deemed to constitute a loss suffered by the Noteholders and Couponholders and no proof or evidence of any actual loss shall be required by the Issuer, the Guarantor, or its or their liquidator or liquidators.

18. FURTHER ISSUES

The relevant Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

20. GOVERNING LAW AND SUBMISSION TO JURISDICTION

20.1 Governing law

The Trust Deed, the Agency Agreement, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes and the Coupons are governed by, and construed in accordance with, English law. For the avoidance of doubt, the provisions of articles 470-1 to 470-19 of the Companies Act 1915 do not apply in respect of the Notes.

20.2 Submission to jurisdiction

(a) Subject to Condition 20.2(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Trust Deed, the Notes and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and/or the Coupons (a **Dispute**) and accordingly each of the relevant Issuer, the Guarantor (if applicable) and the Trustee and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

(b) For the purposes of this Condition 20.2, the relevant Issuer and the Guarantor (if applicable) waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Trustee, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

20.3 Appointment of Process Agent

SEGRO Capital irrevocably appoints the Company at its registered office at 1 New Burlington Place, London, England, W1S 2HR (Attention: General Counsel) as its agent for service of process in any proceedings before the English courts in relation to any Dispute and agrees that, in the event of the Company being unable or unwilling for any reason so to act, it will immediately appoint another person approved by the Trustee as its agent for service of process in England in respect of any Dispute. SEGRO Capital agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.4 Other documents and the Guarantor

The relevant Issuer and, where applicable, the Guarantor have in the Trust Deed and Agency Agreement submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[**EU MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**EU MiFID II**")][EU MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MIFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore, as modified or amended from time to time (the "SFA")**: *To insert notice of classification of the Notes if not "prescribed capital markets products", pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)*][1]

[*Date*]

[SEGRO PLC/ SEGRO CAPITAL S.À R.L.]
Legal entity identifier (LEI): [213800XC35KGM9NFC641/549300HY425AKJLQVX75**]**

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
[Guaranteed by SEGRO PLC]
under the £5,000,000,000
Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 3 March 2022 [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a base prospectus for the purposes of the UK Prospectus Regulation (the **Prospectus**). This document constitutes the Final Terms of the Notes described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Prospectus in order to obtain all the relevant information. The Prospectus has been published on (i) the website of the Regulatory News Service operated by the London Stock Exchange (http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html); and (ii) the website of the Guarantor (www.segro.com).]

1.	(a)	Issuer:	[SEGRO plc/SEGRO Capital S.à r.l.]
	(b)	[Guarantor:	SEGRO plc]
2.	(a)	Series Number:	[ ]
	(b)	Tranche Number:	[ ]
	(c)	Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [ ] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Bearer Global Note for interests in the Permanent Bearer Global Note, as referred to in

[1] Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

		paragraph 23 below, which is expected to occur on or about [ ]][Not Applicable]
3.	Specified Currency or Currencies:	[ ]
4.	Aggregate Nominal Amount:	
	(a) Series:	[ ]
	(b) Tranche:	[ ]
5.	Issue Price:	[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [ ]]
6.	(a) Specified Denominations:	[[ ] and integral multiples of [ ] in excess thereof up to and including [ ]. No Notes in definitive form will be issued with a denomination above [ ]].
	(b) Calculation Amount (in relation to calculation of interest in global form see Conditions):	[ ]
7.	(a) Issue Date:	[ ]
	(b) Interest Commencement Date:	[[ ]/Issue Date/Not Applicable]
8.	Maturity Date:	[[ ]/Interest Payment Date falling in or nearest to [ ]]
9.	Interest Basis:	[[ ] per cent. Fixed Rate] [[ ] month EURIBOR +/- [ ] per cent. Floating Rate] [Zero coupon] (see paragraph 14/15/16 below)
10.	Redemption[/Payment] Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ] per cent. of their nominal amount
11.	Change of Interest Basis:	[ ][Not Applicable]
12.	Put/Call Options:	[Investor Put] [Restructuring Put Event] [Issuer Call] [(see paragraph 18/19/20 below)] [Not Applicable]
13.	Date [Board] approval for issuance of Notes [and Guarantee] obtained:	[ ] [and [ ], respectively]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions		[Applicable/Not Applicable]
	(a)	Rate(s) of Interest:	[ ] per cent. per annum payable on each Interest Payment Date in arrear]
	(b)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date
	(c)	Fixed Coupon Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions):	[ ] per Calculation Amount
	(d)	Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions):	[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
	(e)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)]
	(f)	Determination Date(s):	[[ ] in each year][Not Applicable]
15.	Floating Rate Note Provisions		[Applicable/Not Applicable]
	(a)	Specified Period(s)/Specified Interest Payment Dates:	[ ] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
	(b)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention][Not Applicable]
	(c)	Additional Business Centre(s):	[ ]
	(d)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent):	[ ] (the **Calculation Agent**)
	(e)	Screen Rate Determination:	
		• Reference Rate:	[ ] month EURIBOR

	•	Interest Determination Date(s):	[ ]
	•	Relevant Screen Page:	[ ]
	(f)	Linear Interpolation:	[Not Applicable/Applicable - the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
	(g)	Margin(s):	[+/-] [ ] per cent. per annum
	(h)	Minimum Rate of Interest:	[ ] per cent. per annum
	(i)	Maximum Rate of Interest:	[ ] per cent. per annum
	(j)	Day Count Fraction:	[Actual/Actual (ISDA)][Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] 30E/360 (ISDA)]
16.	Zero Coupon Note Provisions		[Applicable/Not Applicable]
	(a)	Accrual Yield:	[ ] per cent. per annum
	(b)	Reference Price:	[ ]
	(c)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]

PROVISIONS RELATING TO REDEMPTION

17.	Notice periods for Condition [7.2]:		Minimum period: [30] days Maximum period: [60] days
18.	Issuer Call:		[Applicable/Not Applicable]
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[[ ] per Calculation Amount][Spens Amount][Make-whole Amount]
	(c)	Reference Bond:	[[ ] /FA Selected Bond/Not Applicable]

	(d)	Quotation Time:	[ ]
	(e)	Redemption Margin:	[[ ] per cent./Not Applicable]
	(f)	If redeemable in part:	
		(i) Minimum Redemption Amount:	[ ]
		(ii) Maximum Redemption Amount:	[ ]
	(g)	Notice periods:	Minimum period: [15] days Maximum period: [30] days
19.	Investor Put:		[Applicable/Not Applicable]
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[ ] per Calculation Amount
	(c)	Notice periods:	Minimum period: [15] days Maximum period: [30] days
20.	Restructuring Put Event:		[Applicable/Not Applicable]
	(a)	Optional Redemption Amount:	[ ] per Calculation Amount
21.	Final Redemption Amount:		[ ] per Calculation Amount
22.	Early Redemption Amount payable on redemption for taxation reasons or on event of default:		[ ] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23.	Form of Notes:		
	(a)	Form:	[Bearer Notes: [Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Notes upon an Exchange Event] [Temporary Bearer Global Note exchangeable for Definitive Notes on and after the Exchange Date] [Permanent Bearer Global Note exchangeable for Definitive Notes upon an Exchange Event] [Registered Notes:

		Global Note registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]
	(b) New Global Note:	[Yes][No]
24.	Additional Financial Centre(s):	[Not Applicable/[ ]]
25.	Talons for future Coupons to be attached to Definitive Notes:	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

THIRD PARTY INFORMATION

[[ ] has been extracted from [ ]. [Each of the] [The] Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of [SEGRO plc/SEGRO Capital S.à r.l.]:	[Signed on behalf of [SEGRO plc]:
By:	By: ....
Duly authorised	*Duly authorised*]

PART B – OTHER INFORMATION

1.	**LISTING AND ADMISSION TO TRADING**	
	(i) Listing and Admission to trading	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's Main Market and to be listed on the Official List of the Financial Conduct Authority]with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's Main Market and to be listed on the Official List of the Financial Conduct Authority] with effect from [ ].]
	(ii) Estimate of total expenses related to admission to trading:	[ ]
2.	**RATINGS**	
	Ratings:	[The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally: [ ]]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for the fees [of [ ]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business.]

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

(i)	Reasons for the offer:	[See ["Use of Proceeds"] in the Prospectus/ An amount equal to the net proceeds of the Notes will be used to finance and/or refinance environmental and/or green new and existing business and projects whose activities meet the eligibility criteria detailed in the Green Finance Framework (such businesses and projects being the "**Eligible Green Projects**")./

		Give details (Including where proceeds will be used to repay financial indebtedness of the relevant Issuer/Group, including if some/all of the Managers are creditors under the existing indebtedness being repaid).]
(ii)	Estimated net proceeds:	[ ]
(iii)	Green Bond:	[Yes/Not Applicable]
	(A) Second Party Opinion Provider(s):	[*Name of relevant rating agencies and name of third party assurance agent, if any, and details of compliance opinion(s) and availability*]
	(B) Date of Second Party Opinion(s):	[ ]

5. YIELD (*Fixed Rate Notes only*)

Indication of yield:	[ ]
	The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. OPERATIONAL INFORMATION

(i)	ISIN:	[ ]
(ii)	Common Code:	[ ]
(iii)	CFI:	[[See/[[ ], as updated, as set out on] the website of the Association of National Numbering Agencies ("**ANNA**") or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(iv)	FISN	[[See/[[ ], as updated, as set out on] the website of the Association of National Numbering Agencies ("**ANNA**") or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(v)	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/[ ]]
(vi)	Delivery:	Delivery [against/free of] payment

(vii)	Names and addresses of additional Paying Agent(s) (if any):	[ ]
[(viii)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

7. DISTRIBUTION

(i)	Method of distribution:	[Syndicated/Non-syndicated]
(ii)	If syndicated, names of Managers:	[Not Applicable/[ ]]
(iii)	Stabilisation Manager(s) (if any):	[Not Applicable/[ ]]
(iv)	If non-syndicated, name of relevant Dealer:	[Not Applicable/[ ]]
(v)	U.S. Selling Restrictions:	[Reg. S Compliance Category [1/2]; TEFRA D/TEFRA C/TEFRA not applicable]

(vi)	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable]
(vii)	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable]
(viii)	[Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable]

FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached. Bearer Notes will be issued outside the United States in reliance on Regulation S under the Securities Act ("**Regulation S**") and Registered Notes will be issued outside the United States in reliance on the exemption from registration provided by Regulation S.

Bearer Notes

Each Tranche of Bearer Notes will be in bearer form and will initially be issued in the form of a temporary global note (a **"Temporary Bearer Global Note**") or, if so specified in the applicable Final Terms, a permanent global note (a "**Permanent Bearer Global Note**" and, together with a Temporary Bearer Global Note, each a "**Bearer Global Note**") which, in either case, will:

(a) if the Bearer Global Notes are intended to be issued in new global note (**NGN**) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"); and

(b) if the Bearer Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the "**Common Depositary**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream, Luxembourg.

Where the Bearer Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether such Bearer Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer Global Notes are to be so held does not necessarily mean that the Bearer Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Bearer Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Bearer Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a Permanent Bearer Global Note of the same Series or (ii) for definitive Bearer Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

The option for an issue of Bearer Notes to be represented on issue by a Temporary Bearer Global Note exchangeable for definitive Bearer Notes should not be expressed to be applicable in the applicable Final Terms if the Bearer Notes are issued with a minimum Specified Denomination such as €100,000 (or its equivalent in another currency) plus one or more higher integral multiples of another smaller amount such as €1,000 (or its equivalent in another currency).

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default (as defined in Condition 10) has occurred and is continuing, (ii) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Trustee is available or (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form and a certificate to such effect signed by two authorised signatories of the relevant Issuer is given to the Trustee. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Notes (other than Temporary Bearer Global Notes) and interest coupons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Notes or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Registered Notes

The Registered Notes of each Tranche will initially be represented by a global note in registered form (a "**Registered Global Note**").

Registered Global Notes will be deposited with a common depositary or, if the Registered Global Notes are to be held under the new safe-keeping structure (the "**NSS**"), a common safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg, and registered in the name of the nominee for the Common Depositary of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Where the Registered Global Note issued in respect of any Tranche is intended to be held under the NSS, the applicable Final Terms will indicate whether or not such Registered Global Note is intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Registered Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for a Registered Global Note held under the NSS will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4) as the registered holder of the Registered Global Notes. None of the relevant Issuer, the Guarantor (if applicable), any Paying Agent, the Trustee or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default has occurred and is continuing, (ii) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system satisfactory to the Trustee is available or (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form and a certificate to that effect signed by two authorised signatories of the relevant Issuer is given to the Trustee. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

General

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

No Noteholder or Couponholder shall be entitled to proceed directly against the relevant Issuer or the Guarantor (if applicable) unless the Trustee, having become bound so to proceed, (i) fails so to do within a reasonable period, or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

USE OF PROCEEDS

Instruments generally

The net proceeds of the issue of each Tranche of Notes will be used for general corporate purposes of the Group or such other purposes as may be specified in the relevant Final Terms.

The Green Finance Framework

The Final Terms may state that the Company and/or SEGRO Capital expects to use an amount equal to the net proceeds of the issuance of that Tranche of Notes to finance and/or refinance environmental and/or green new and existing business and projects whose activities meet the eligibility criteria detailed in the Green Finance Framework (such businesses and projects being the “**Eligible Green Projects**”) and Notes related thereto being “**Green Bonds**”) (as specified in the relevant Final Terms).

The Group has established its green finance framework, which may be amended from time to time at the sole discretion of the Group (the "**Green Finance Framework**"). Under the Green Finance Framework, the Company and/or SEGRO Capital may issue green bonds to finance and/or refinance Eligible Green Projects. The Group may, in the future, update the Green Finance Framework in line with developments in the market.

The Company and SEGRO Capital believe that the Green Finance Framework is aligned with the International Capital Market Association's Green Bond Guidelines, 2018. This conclusion is confirmed by the second party opinion dated 13 May 2021 obtained by the Company and SEGRO Capital from the Second Party Opinion Provider (the “**Second Party Opinion**”), an external environmental, social and corporate governance research and analysis provider, which confirms the alignment of the Green Finance Framework with ICMA's Green Bond Principles.

See the Green Finance Framework, the Second Party Opinion and any public reporting by or on behalf of the Company and/or SEGRO Capital in respect of the application of proceeds (each of which will be available on the on the website of the Company (www.segro.com) and, for the avoidance of doubt, will not be incorporated by reference into this Prospectus) for further information.

Second Party Opinion Provider

The Second Party Opinion Provider evaluated the Green Finance Framework established by the Company and SEGRO Capital and the alignment of this Prospectus with relevant market standards and provided views on the robustness and credibility of the Green Finance Framework, which views are intended to inform investors in the Notes issued under the Programme in general, and not for a specific investor.

DESCRIPTION OF THE COMPANY, SEGRO CAPITAL AND OF THE GROUP

BACKGROUND

The legal and commercial name of the Company is SEGRO plc. It was incorporated in England and Wales on 19 May 1920 under registration number 00167591 and operates under the Companies Act 1985 and the Companies Act 2006, as amended from time to time, as a public limited company. The Company's shares were admitted to trading on the London Stock Exchange on 1 December 1949. The Company is domiciled in the UK and the registered office of the Company is 1 New Burlington Place, London, England, W1S 2HR, United Kingdom and the telephone number is +44 (0)20 7451 9100.

The Company's ordinary shares are admitted to the premium segment of the Official List and trading on the London Stock Exchange's Main Market for listed securities. The Company is also listed on Euronext Paris. It is headquartered in London and is a member of the FTSE 100 index with a market capitalisation of approximately £15.1 billion as at 17 February 2022. The Company became a Real Estate Investment Trust (REIT) in the UK on 1 January 2007, allowing the Company and its shareholders exemption from tax on income and gains derived from its UK investment property rental business and significantly increased flexibility for asset management.

At the date of this Prospectus, the Company was not aware of any persons who directly or indirectly, jointly or severally, will exercise or could exercise control over the Company.

At the date of this Prospectus, the Company was not aware of any arrangement, the operation of which may at a subsequent date result in a change of control of the Company.

The Company, together with its subsidiary undertakings (including SEGRO Capital), associated undertakings and investments, are collectively referred to as the Group. The Company is, directly or indirectly, the holding company of all the companies in the Group.

The Company's financial year is from 1 January to 31 December of each year. The Company has prepared consolidated financial statements as at and for the years ended 31 December 2020 and 2021, copies of which have been filed with the FCA. Any future published financial statements prepared by the Company (in respect of the period ending on 31 December each year) will be available during normal office hours during the eight days preceding the holding of any extraordinary general meeting of the shareholders, at the registered office of SEGRO Capital.

Proportional consolidated measures

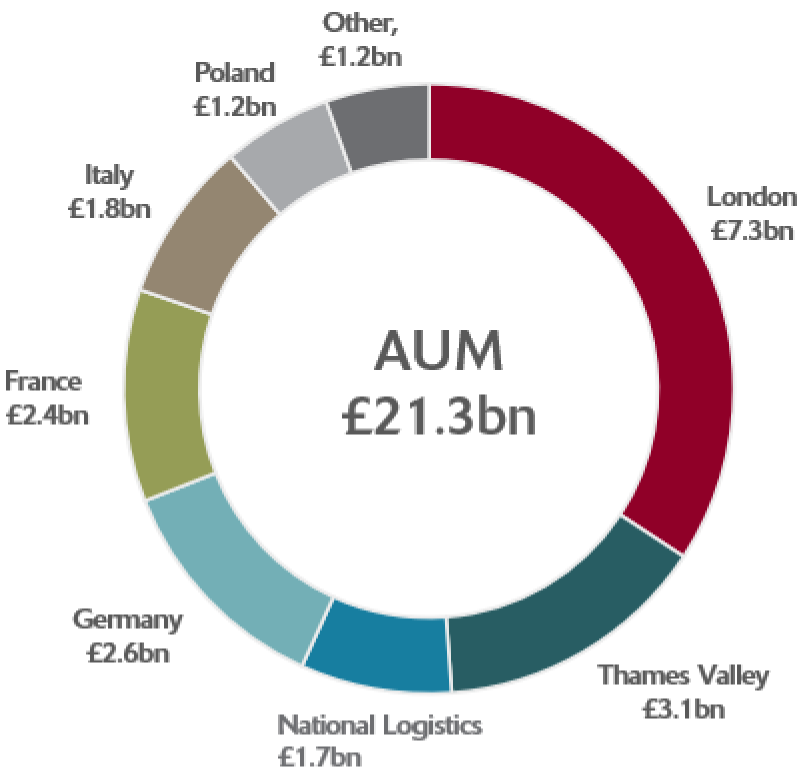
The Company has both property assets of which it holds 100 per cent. and some which it holds through stakes in joint ventures. In the Group's IFRS financial statements, joint ventures are accounted for on an equity basis (included as a single profit figure in the IFRS Income Statement and as a single investment figure on the IFRS Balance Sheet).

In operational terms, the Group manages joint venture assets in substantially the same way as it manages its wholly-owned assets. In light of this, the Directors manage the performance of the Group on the basis of various measures calculated consistently with the Best Practices Recommendations Guidelines of EPRA to take into account the performance of both wholly-owned and joint venture assets. Unless specifically stated, KPIs and financial measures in this document are stated in consideration of the Group's wholly-owned assets and its share of joint venture assets on a 'proportional consolidated' basis taking into account 100 per cent. of wholly-owned assets and a percentage equal to the Group's stake in respect of joint venture assets. Where reference is made to size of a property, it is stated at 100 per cent. of the space, irrespective of whether the property is wholly-owned or held in a joint venture.

OVERVIEW OF THE GROUP

The Company is a leading owner, manager and developer of modern warehouses and industrial property. As at 31 December 2021, it owns or manages 9.6 million square metres of space valued at £21.3 billion (£18.4 billion based on the Group's wholly-owned assets and its share of assets held in joint ventures) serving customers from a wide range of industry sectors. Its properties are located in and around major cities and at key transportation hubs in the UK and in seven other European countries which, the Directors believe, have attractive property market characteristics. At 31 December 2021, 16 per cent. of the Group's portfolio was held within joint ventures.

Group's portfolio by geography and asset type, AUM, 31 December 2021



Source: the Company

STRATEGY

The Group's strategy

The Group's strategy operates within the context of its Purpose, Culture, Business Model and the Responsible SEGRO approach to doing business. All of these factors influence how it operates on a day-to-day basis and when making key strategic decisions on how to position the business for the future.

This ensures not only that it manages risk appropriately but it also means that the decisions made by the Directors take into account the interests of all relevant parties. It is this that allows the Group to 'create the space that enables extraordinary things to happen' and ensures that the Group is positioned to do so over the longer term.

At the heart of the strategy are the relationships that the Group builds with its customers, helped by the fact that the majority of the portfolio is managed internally. The insights that the Group gains from the partnerships that it builds with its customers help it to anticipate longer term trends and to make strategic decisions that shape the portfolio and ensure the continued success of the business.

The Group's goal is to be the leading owner-manager and developer of industrial properties in Europe and the partner 'of choice' for its customers and other stakeholders. The use of the words 'of choice' reflects that the Directors recognise that the Group's customers, employees and other partners have the option to choose whether they work with the Group, driving the need to continuously improve and adapt to stay relevant and ensure that they choose to work with the Group not only today but also in the future.

On a property level, the Group's goal reflects its ambition to create a portfolio of high-quality industrial properties in the strongest markets – a portfolio that generates attractive, low risk, income-led returns while providing above average growth (both in terms of rent and capital values) when market conditions are positive, and that proves to be resilient in a downturn.

The Directors seek to enhance returns through development, while ensuring that the short-term income 'drag' associated with holding land does not outweigh the long-term potential benefits.

Fundamental to the Group's strategy are three key pillars of activity which should combine to deliver attractive financial and non-financial returns:

- *Disciplined Capital Allocation*

  The Company invests in markets and assets which the Company believes benefit from structurally high levels of demand and limited supply. Real estate has historically been a cyclical asset class so capital allocation is a dynamic activity and the Company seeks to adapt its capital deployment according to its assessment of the property cycle.

- *Operational Excellence*

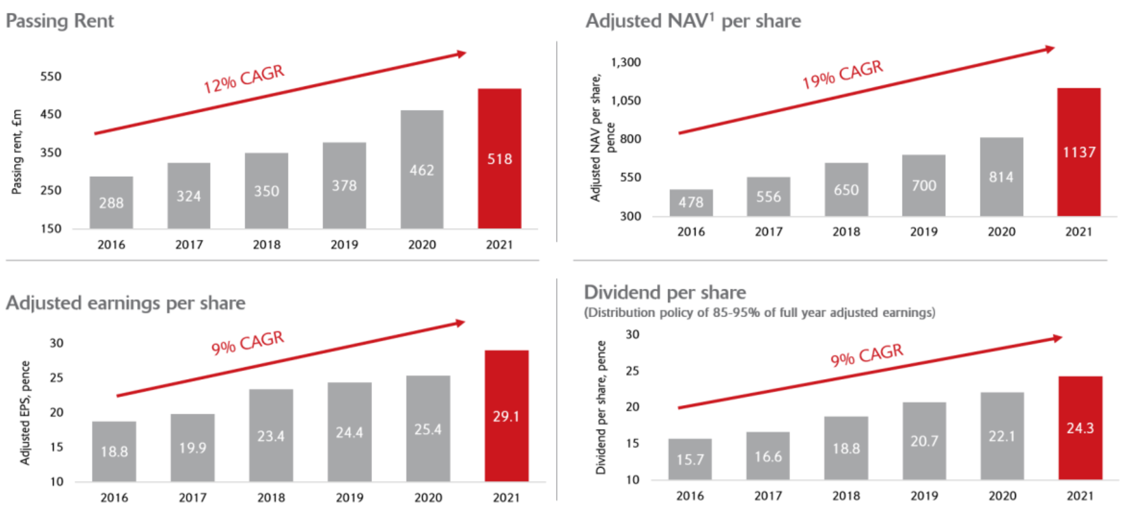
  Operational Excellence involves optimising the performance of the Group's assets under management through dedicated customer service, expert asset management, and developmental and operational efficiency. The Company faces competition from other warehouse providers in all of its markets and must therefore ensure that it is well-placed to secure new customers and retain its existing ones on terms which support the Group's return targets.

- *Efficient Capital and Corporate Structure*

  In addition to maximising the returns generated by the property portfolio, the Company recognises that the Group must be run efficiently to maximise shareholder return. This principle also extends to the capital structure which must be sufficiently conservative to ensure that it does not detract from the returns otherwise achieved from the Group's portfolio. The combination of these elements should translate into sustainable, attractive returns for shareholders in the form of progressive dividends and net asset value growth over time. This is in addition to all of the other value that is created in the process of managing and building the portfolio.

This strategy has resulted in strong growth in assets under management, passing rent and adjusted net asset value per share and earnings per share in recent years.

Group performance metrics 2016 - 2021



1 Adjusted NAV is in line with EPRA NTA which was introduced 1 January 2020. The 31 December 2019 net asset value has been restated.

Source: the Company

KEY CREDIT STRENGTHS

The Company believes the Group has a number of key credit strengths:

- a FTSE 100 listed owner and manager of a pan-European portfolio of high quality, modern and well-located urban and big box warehouses;

- strong Environmental, Social and Governance credentials, supported by the Responsible SEGRO strategy;

- exposed to occupier and investor markets with supportive structural supply-demand trends, particularly driven by the e-commerce revolution;

- track record of growth driven by asset management and development activity, with a high quality and diversified customer base;

- a strong balance sheet; and

- a proven and experienced management team.

HIGH QUALITY, PAN-EUROPEAN PORTFOLIO

The Group's portfolio comprises modern big box and urban warehouses which are well specified and located, with good sustainability credentials, and which should benefit from a low vacancy rate and relatively low-intensity asset management requirements. The assets are concentrated in the strongest European submarkets which display attractive property market characteristics, including good growth prospects, limited supply availability and where the Group already has critical mass, or where the Directors believe the Group will be able to achieve it in a reasonable timeframe.

- The Company manages a portfolio of completed properties totalling over nine million square metres of space, buildings under construction and land which was valued at £18.4 billion at 31 December 2021, of which the Company owns £15.5 billion outright and owns a 50 per cent. share of £5.8 billion of assets held within joint ventures.

- On a proportional consolidated basis, the Company's portfolio of completed properties totalled £16.7 billion and comprised: 29 per cent. (£4.9 billion) of big box warehouses; 67 per cent. (£11.1 billion) of urban warehouses; and 4 per cent. (£0.7 billion) of higher value use assets and other uses of industrial land, which include self-storage facilities, car showrooms and offices which are usually situated in high visibility locations on industrial-zoned land.

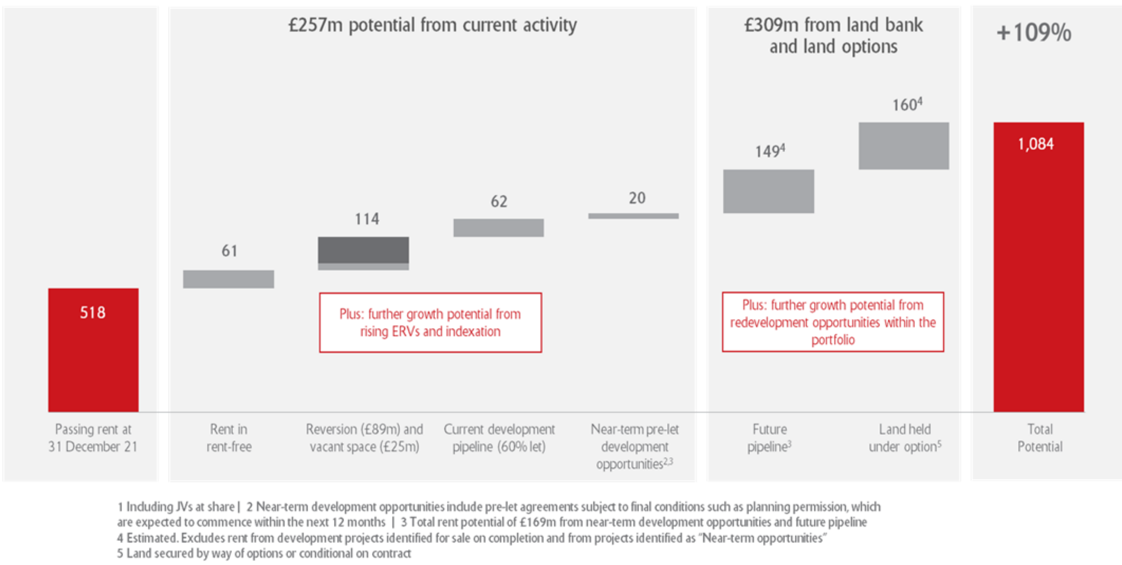
- The Group owns and manages assets and development land in the UK and seven Continental European countries. On a proportionally consolidated basis, at 31 December 2021, the UK portfolio accounted for 66 per cent. (£12.2 billion) of the overall portfolio, while the Continental Europe portfolio accounted for the remaining 34 per cent. (£6.2 billion).

- The portfolio of standing assets generated annualised cash passing rent of £518 million at 31 December 2021, with a potential gross rent roll of £579 million after expiry of rent free periods. Once fully let at market rents, the valuer's estimated rental value (ERV) of the portfolio, prepared as of 31 December 2021, is £693 million.

- In addition, at 31 December 2021, the Group had buildings in the course of construction which the Company believes, once fully let, are capable of generating additional headline rent of £62 million. The Company believes that the Group's land bank for future development is capable of generating additional headline rent of £169 million, of which £20 million is associated with largely pre-let development projects expected to commence within 6 to 12 months of the date of this Prospectus.

- The Company also controls land held under option agreements which it believes is capable of generating a further £160 million of headline rent. While the Company currently expects to exercise the options, there is no guarantee that it will do so.

Annualised gross cash passing rent, £ million (as at 31 December 2021)



Source: the Company

Portfolio geography

Main locations of the Group's assets

Source: the Company

UK investment portfolio

The UK portfolio is managed through three business units: (i) Greater London, which manages assets in Park Royal, London Airports (mainly around Heathrow Airport) and in the main industrial-zoned areas of North, East and South London; (ii) Thames Valley, which manages the Slough Trading Estate and other assets in South East England; and (iii) National Logistics, which manages the big box warehouse portfolio in the Midlands and South-East England.

At 31 December 2021, the UK portfolio comprised mainly urban warehouses (£9.1 billion), with £1.4 billion of big box warehouses, £0.6 billion of other uses of industrial land and £1.0 billion of land and development assets.

The table below provides information regarding space, valuation and vacancy of the Company's UK portfolio at 31 December 2021.

	Lettable area (100%) 000 sq m	Property Portfolio (SEGRO share) £m	Property Portfolio (AUM) £m	Net initial yield[1] %	equivalent yield[1] %	Vacancy by ERV[2] %
UK						
Greater London	1,293	7,332	7,339	2.4	3.5	2.8
Thames Valley	661	3,102	3,102	3.4	4.1	4.0
National Logisitics	619	1,717	1,717	3.3	3.8	-
UK TOTAL	**2,574**	**12,151**	**12,158**	**2.8**	**3.7**	**2.8**

1 In relation to SEGRO's share of completed properties (i.e. portfolio excluding land and buildings under construction)
2 Vacancy rate is based on estimated rental value of vacant properties divided by estimated rental value of completed properties

Continental European investment portfolio

The Continental European portfolio is managed through three business units: (i) Northern Europe, which manages assets in Germany and the Netherlands, with operational leadership based in Düsseldorf; (ii) Southern Europe, which manages assets in France, Italy and Spain, with operational leadership based in Paris, and (iii) Central Europe, which manages assets in Poland and the Czech Republic, with operational leadership based in Poznań.

At 31 December 2021, the Continental European portfolio mainly comprised big box warehouses (£3.5 billion), with £2.0 billion of smaller, urban warehouses, £0.1 billion of other uses of industrial land, and £0.6 billion of land and assets under development.

The table below provides information regarding space, valuation and vacancy of the Company's Continental European portfolio at 31 December 2021.

	Lettable area (100%) 000 sq m	Property Portfolio (SEGRO share) £m	Property Portfolio (AUM) £m	Net initial yield[1] %	Net true equivalent yield[1] %	Vacancy by ERV[2] %
Continental Europe						
Germany/Austria	1,615	1,729	2,548	2.9	3.6	5.0
Netherlands	233	194	368	3.7	3.9	-
Northern Europe	**1,848**	**1,923**	**2,916**	**3.0**	**3.6**	**4.4**
France	1,513	1,863	2,394	3.1	4.1	6.5
Italy	1,601	1,255	1,813	3.4	3.8	-
Spain	356	385	583	3.7	3.9	-
Southern Europe	**3,470**	**3,503**	**4,790**	**3.3**	**4.0**	**3.6**
Poland	1,510	706	1,234	4.9	5.2	4.3
Czech Republic/Hungary	170	94	188	2.7	4.8	2.9
Central Europe	**1,680**	**800**	**1,422**	**4.6**	**5.2**	**4.2**
CONTINENTAL EUROPE TOTAL	**6,998**	**6,226**	**9,128**	**3.4**	**4.0**	**3.9**

1 In relation to SEGRO's share of completed properties (i.e. portfolio excluding land and buildings under construction)
2 Vacancy rate is based on estimated rental value of vacant properties divided by estimated rental value of completed properties

SEGRO European Logistics Partnership (SELP) joint venture

The Group's main joint venture is SELP, which owns a portfolio valued at €6.9 billion at 31 December 2021 (of which the Group's share was €3.5 billion). At 31 December 2021, the headline rent of SELP was €277 million (of which the Group's share was €138.5 million) and the LTV was 29 per cent. The Group established SELP as a strategic joint venture in October 2013 to enable it to build scale in Continental European big box warehousing. The strategic intentions of holding Continental European big box warehouses within a joint venture were:

- to allow the Group to extract operating economies of scale from a larger portfolio;
- to improve returns through cost efficiencies and the receipt of a management fee; and
- to reduce the amount of the Group's own capital required to support such a portfolio.

The Group acts as asset, property and development manager for SELP and receives fees based on its activity in all three areas.

Land bank

The Group also has a substantial land bank which the Company believes represents latent potential for future growth, the timing being dependent on management's assessment of occupier demand and local supply. At 31 December 2021, the land bank was valued at £1.6 billion.

Land forming part of the land bank inclusive of construction costs incurred to date valued at £0.8 billion at 31 December 2021 was under development (the Current Development Pipeline). A further £0.8 million of land valued at 31 December 2021 relates to future development opportunities (the Future Development Pipeline), most of which the Company expects to arise during the course of the five years following the date of this Prospectus.

The map below shows the Company's land bank locations.

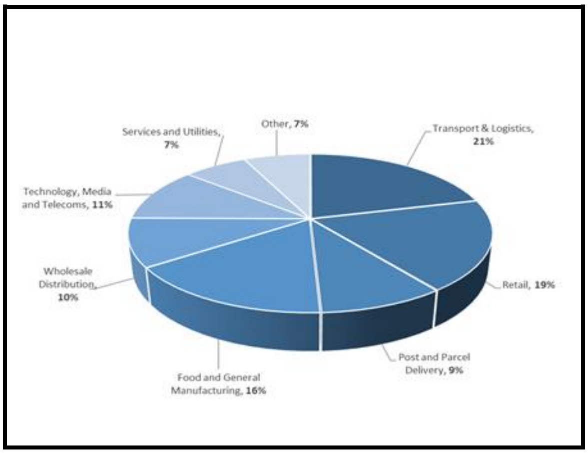
Group land bank locations

Source: the Company

DIVERSIFIED CUSTOMER BASE

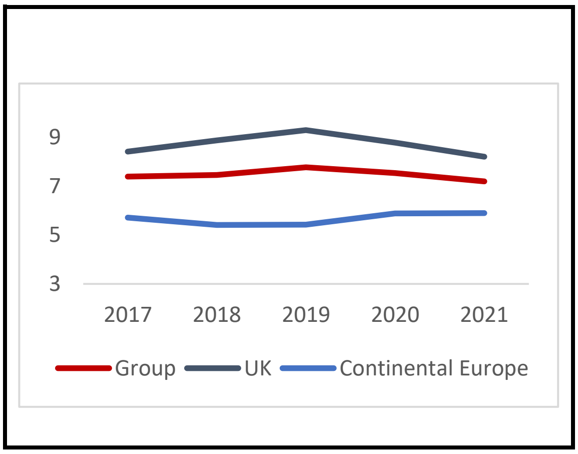
The Company believes that the Group's pan-European portfolio of big box and urban warehouse assets makes it particularly well placed to service its customer base by offering a wide variety of warehouse sizes and locations in and around major cities and along key transport corridors. A number of the Group's largest customers are tenants in more than one of its geographies who occupy both big box and smaller urban warehouses that cater for local, regional, national and international operations. At a time when the nature of retailing is structurally changing from store-based sales to e-commerce, the Company considers that the Group's portfolio is well placed to benefit from retailers' needs to create flexibility and extract efficiencies from their supply chains.

Customer type by headline rent as at 31 December 2021 (SEGRO share)



Source: the Company

WAULT to first break (years), 31 December 2017 to 31 December 2021



Source: the Company

The Group has a diverse customer base reflecting the multiple uses of warehouse space across its portfolio. The changing nature of retailing means that retailers and logistics companies feature particularly heavily across both big box and urban warehouses. Additionally, the proximity of the Group's urban warehouse portfolio to major cities means that food manufacturers and data centre users are also an important component. The Group's top 20 customers (at 31 December 2021) are listed below and accounted for 32 per cent. of headline rent at 31 December 2021. Amazon is the Group's largest customer and generates 7 per cent. of the Group's total headline rent.

The portfolio's weighted average unexpired lease term ("**WAULT**") to break has remained stable over the last three years at 7.2 years at 31 December 2021, from 7.4 years at 31 December 2017. This reflects the active asset management and quality of the portfolio and the need for long-term certainty for many of the Group's customers, particularly given often heavy investment in fitting out their premises.

CUSTOMER (BY HEADLINE RENT)	CUSTOMER TYPE
Amazon	Retail
Deutsche Post DHL	Transport & Logistics / Post & Parcel Delivery
Royal Mail	Post & Parcel Delivery
Federal Express	Post & Parcel Delivery
Virtus	Technology, Media and Telecoms
GXO	Transport & Logistics

Worldwide Flight Services	Transport & Logistics
GEODIS	Transport & Logistics
Equinix	Technology, Media and Telecoms
LA POSTE/DPD	Post & Parcel Delivery
British Airways	Other
Telefonica UK	Technology, Media and Telecoms
CyrusOne	Technology, Media and Telecoms
Ocado	Retail
Leroy Merlin	Retail
Tesco Group	Wholesale Distribution
Netflix Studios	Technology, Media and Telecoms
Hermes Parcelnet	Post & Parcel Delivery
Menzies World Cargo	Transport & Logistics
UCB SA	Other

STRONG ENVIRONMENTAL, SOCIAL AND GOVERNANCE CREDENTIALS

Responsible SEGRO strategy summary

The Group's Purpose is to create the space that enables extraordinary things to happen. It highlights the Group's dual roles: as creators of physical spaces and enablers for its stakeholders to achieve their own ambitions.

It is true for the Group's customers who depend on its properties to be able to deliver the extraordinary range of goods and services which are essential to modern life. It is true for its colleagues, whom it wants to thrive and to maximise their potential while working with the Group. And it is true of other stakeholders such as the people and communities who work in, live near or provide services to the Group's properties.

The Group's commitment to be a force for societal and environmental good is integral to its Purpose and Strategy. This has been at the core of how the Group does business for over 100 years, and will be just as important for the next 100. This commitment is led by the Board, but lived by the Group's colleagues every day. It's about doing the right thing and making a positive impact wherever the Group operates.

To make sure that the Group continues to meet its high standards and those that are expected of the Group, the Group listened to its customers, employees, suppliers, investors and other stakeholders to understand what's important to them and how it can be a force for good beyond the buildings it creates and owns. The Group's ambition is to be the partner of choice for all of its stakeholders, to enable it to create long-term economic and societal value.

The Group's long-held commitments to leadership in health and safety, stakeholder engagement, corporate governance and being a good corporate citizen are stronger than ever and the Responsible the Group priorities have been designed to support and enhance these.

The Responsible SEGRO framework introduces three long-term priorities to which the Group can make the greatest business, environment and social contribution. The three priorities are:

- championing low-carbon growth;
- investing in our local communities and environments; and
- nurturing talent.

For each of these areas there are challenging initial targets, against which the Group will report annually, and have set out the actions needed to achieve them. Additionally, more specific, supporting targets will be established as necessary and the Group expects its actions and approach to evolve over time to reflect its achievements, technological change and the priorities of its stakeholders and wider society.

The table below shows the Group's three long-term priorities within the Responsible SEGRO Strategy which is available on its website www.segro.com/esg.

	Championing low-carbon growth	**Investing in our local communities and environments**	**Nurturing talent**
Context	The Group recognises that the world faces a climate emergency and it is committed to playing its part in tackling climate change by limiting global temperature rise to less than 1.5 degrees, in tandem with growth in its business and the wider economy.	The Group is an integral part of the communities where it operates, and it is committed to contributing to their long-term vitality.	The Group's people are vital to and inseparable from its success, and it is committed to attracting and retaining a diverse range of talented individuals in its business.
Target	The Group will be net-zero carbon by 2030.	The Group will create and implement Community Investment Plans for every key market in its portfolio by 2025.	The Group will increase the overall diversity of its own workforce throughout the organisation.
Actions	The Group will aim to reduce carbon emissions from its development activity and the operation of its existing buildings, and eliminate them where possible. The Group will implement plans to absorb any residual carbon. The Group will research and implement innovative approaches to absorb or offset residual carbon.	The Group will work with its customers and suppliers to support its local businesses and economies. The Group will help improve the skills of local people to enhance their career and employment opportunities by investing in local training programmes. Equally, the Group will enhance the spaces around our buildings, working with local partners to ensure it meets the needs of its communities.	The Group will provide a healthy and supportive working environment, develop fulfilling and rewarding careers, foster an inclusive culture and build a more diverse workforce.

The Group has put the right structures in place throughout the business to monitor how it is performing against the targets, and it expects to achieve the goals by drawing on the Group's expertise in its field; its strong relationships with its investors, customers and suppliers; and the resourcefulness and determination of its people. The goals will be achieved by working with local communities, partners – in particular customers – and suppliers in order to deliver real change for the greater good.

The Group believes that working towards and achieving the goals within the Responsible SEGRO framework will ensure that the Group remains a business fit for the future, one that helps its customers grow, its communities flourish and its people thrive.

The Group's external ESG ratings

The Group is rated strongly by a number of third party ESG agencies:

- rated AAA by MSCI;
- rated B by Carbon Disclosure Project;
- ranked in the 86th percentile on the Dow Jones Sustainability Index;
- rated Gold by the European Public Real Estate Association (EPRA) for its sustainability disclosure;
- GRESB attributes a three-star rating for the Group's standing assets and four-star for its development completions; the SELP joint venture's portfolio is rated three-star and four-star respectively; and
- the Company is a member of the FTSE4Good index.

SEGRO Green Buildings Portfolio

The Group defines its Green Buildings Portfolio as having one or both of the following attributes:

- BREEAM certification of Very Good or better, DGNB Silver or better or HQE Very Good or better; and
- Energy Performance Certificate (EPC) of B-grade or better. EPCs are required across all the Group's operating countries in order to sell or let a property, as per the EU Energy Performance of Buildings directive. This directive can be transposed into national law differently, and for this reason Germany and Poland do not provide an alphabetical rating on the certificate. For these countries, primary energy demand (as shown on the EPC) is used in order to provide a Group performance metric based on an alphabetic rating. The Group considers that a primary energy demand of 150kWh per square meter or less equates to a B grade or better.

Based on values at 31 December 2021, £6.3 billion, or 48 per cent., of the Group's wholly-owned completed portfolio qualifies as being part of its Green Buildings Portfolio. The Company expects this portfolio to grow in absolute and percentage terms as the Group progresses its development and refurbishment programme.

SUPPORTIVE MARKET DRIVERS

The Group believes demand for European industrial assets is undergoing powerful, long-term structural change. This is being driven by a combination of factors, such as the digitalisation of society (including the rise of e-commerce and increased use of data), a focus by businesses on supply chain efficiency and resilience, urbanisation, and a growing requirement for efficient and sustainable buildings.

The Group's portfolio has been benefiting from many of these structural drivers over the past few years, but their impact has been accelerated by the Covid-19 pandemic and this has resulted in increased investor and occupier demand for industrial assets.

This represents a significant current and future opportunity for the Group and the Group considers itself well placed to respond with its portfolio of prime assets in key urban locations and logistics markets, as well as its established operating platform and extensive land bank in the UK and Continental Europe.

Structural trends:

Supply chain efficiency and resilience

Manufacturers, retailers (both traditional and online) and distributors require efficient, reliable distribution networks and supply chains in order to compete effectively to meet the ever-increasing demands of their customers and to reduce costs. To achieve this, they need to invest in modern warehouse facilities, well-located to serve their customers, but also close to labour pools to staff their facilities. They frequently need larger buildings in central locations, where there is space and power to support automation, and smaller buildings close to the end consumer to facilitate the 'last mile' of the distribution journey.

Urbanisation

The populations of most major European cities are forecast to grow over the next decade, leading to ambitious new housing targets being adopted. A growing population leads to increased demand for goods and services and for warehouse space from which to supply them, particularly for 'last mile' deliveries. Land previously used for industrial purposes in and around major towns and cities can also be used for the construction of houses and other types of properties. As a result, land available to meet the need for increased warehouse demand is being eroded and this tends to lead to higher land prices and increased rents for well-located urban industrial properties. The pandemic has meant that cities such as London and Paris are currently functioning very differently but, in the longer term, the Group believes that they will continue to act as centres of commerce, innovation and culture and therefore attract people to live, work and play in them.

Digitisation of society

E-commerce has been on the rise across Europe for a number of years and this has been accelerated by the pandemic, with the majority of the Group's markets now reporting online penetration levels above 10 per cent. Supporting an online, or omni-channel, retail model requires more and different warehousing than is needed to service a traditional retail store network. There is also increased demand for data centres to store and process the increased demand for data arising from the growth of e-commerce, the move to cloud computing by businesses and the generation of more and more digital data by businesses and consumers. The pandemic has added to this with more people working from home, using video conferencing and streaming home entertainment content. The Group believes these trends will remain in place long after the pandemic has receded and are likely to have been accelerated as a result of it.

Need for efficient, sustainable buildings

With global society becoming more environmentally aware, there is an increasing focus on the impact of buildings on the environment. The Group's customers also want to minimise their own carbon footprints and reduce their overall occupancy costs. It is important that landlords and developers own and create buildings that are sustainable in the long-term and that use natural resources efficiently.

Cyclical drivers:

Competitive supply

The relatively short construction time for warehousing means that the availability of new speculatively developed buildings can sometimes exceed demand, leading to increased vacancy and weaker rents. Occupier demand has been very strong across Europe during 2021 and vacancy is now at record lows across most of the Group's major markets. Supply has increased in response to this, but tight planning laws and limited availability of land are keeping supply in check and take up is expected to remain strong throughout 2022.

Economic outlook

Economic growth is an important driver of occupier demand for space. A supportive economic environment encourages businesses to grow and therefore to secure extra space. In a recession, customer insolvencies and industrial vacancy rates tend to increase. Global economic growth was strong in 2021 but still remains below pre-pandemic levels. The outlook for 2022 is positive (the IMF forecasts 4.4 per cent. economic growth for 2022), but supply chain disruptions and rising energy prices have resulted in elevated levels of inflation. In SEGRO's view, current market forecasts expect that it will fall back towards central bank targets in the second half of the year.

Interest rate environment

Monetary policy across Europe – and globally – means that the Group continues to operate in a low interest rate environment. However, recent high levels of inflation may result in interest rate rises as central banks seek to control it. Prime industrial real estate yields in the UK and Europe currently range between 3 to 4.5 per cent., meaning they are still attractive relative to their respective risk-free benchmarks. If interest rates were to rise significantly, this could make industrial assets less attractive and might limit the potential for further yield reductions, or may even result in yields rising.

MARKET OUTLOOK

The Group entered 2022 with considerable confidence in the outlook for its business and its ability to deliver continued growth. The effects of the pandemic are ongoing, and the Group remains mindful of macroeconomic and geopolitical risks, but the world is adapting quickly and learning how to function alongside COVID-19, with the lasting impacts on the way that people live and work strengthening occupier demand. It has highlighted the importance of global supply chains facilitated by high-quality logistics space and the Group has positioned its business to take advantage of these structural tailwinds.

Against a backdrop of strong demand from an increasingly diverse range of businesses, combined with historically low vacancy rates across Europe, the Group expects rental growth to continue across its markets. The Group believes that the growth rate will be highest where developable land is in short supply, for example in urban markets such as London and Paris. This acute supply-demand imbalance delivered record rental growth during 2021, resulting in significant accumulated rental reversion in the portfolio which the Group will be working hard to capture during 2022 and the coming years.

The Group's record levels of capital investment over the past two years have resulted in a significant number of projects currently under construction, with a high level of pre-leasing, and a large pipeline of future projects. This allows the Group to both provide much-needed modern, sustainable space for its customers and to generate additional rental income. The Group continues to prioritise further opportunities to grow its development pipeline, positioning itself to benefit from the long-term structural trends within the occupier market.

Inflationary pressures remain, but the Group expects to be able to offset these in its existing portfolio by capturing the significant reversion in lease reviews and renewals, whilst benefiting from indexation provisions in its remaining leases, which represent approximately 40 per cent of its rent roll. Rental growth has also allowed the Group to maintain the profitability of its development programme despite the additional cost pressures arising from increased construction and material costs.

The unique supply-demand dynamics of the industrial sector have attracted increasing competition from both investors and developers, but the Group is confident in its ability to source profitable new opportunities to grow. As evidenced during 2021, the combination of its significant portfolio of modern assets in the most desirable locations across Europe, together with its well-established operating platform provides the Group with a clear competitive advantage. This, alongside the meaningful and lasting changes the Group is making through its Responsible SEGRO focus areas will help it to ensure that its business continues to prosper, creating shared value for its customers, employees, shareholders, local communities, investors and all of its other stakeholders.

TRACK RECORD OF GROWTH FROM ASSET MANAGEMENT AND DEVELOPMENT

The Group monitors and reports a number of key indicators to assess the performance of its portfolio over time. Market dynamics and the Group's strategy of Operational Excellence and Disciplined Capital Allocation have driven improvement in these indicators in recent years.

Operational Excellence

Data in this section reflects the operating performance of the Group's wholly owned assets and its share of assets held in joint ventures.

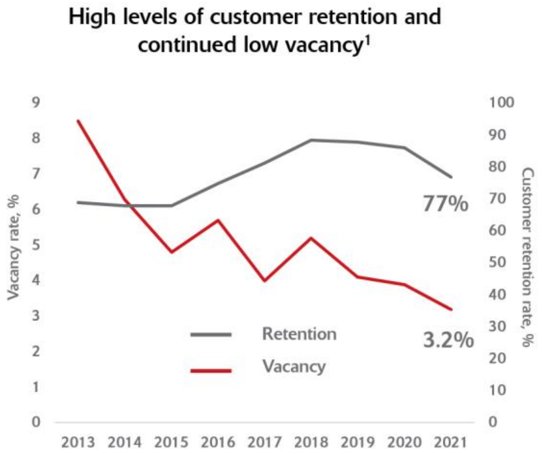
- **Vacancy rate:** the Group believes that vacancy is an important guide to the quality of the portfolio and the success of its asset management. Over the last few years through a combination of strong occupier demand and limited supply, the vacancy rate has steadily decreased and remains low at 3.2 per cent. at 31 December 2021 (31 December 2020: 3.9 per cent.), with the vacancy rate on its standing stock (i.e. excluding newly completed speculative developments) at only 2.7 per cent. (31 December 2020: 2.5 per cent.). The vacancy rate is now at the bottom end of the Group's target range of between 4 and 6 per cent.

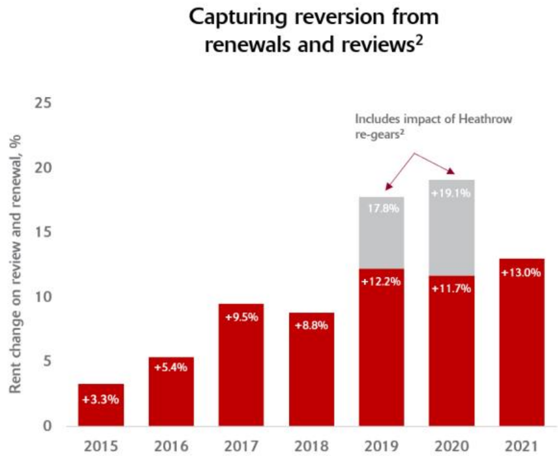
- **Rental growth from lease reviews and renewals:** new headline rent from lease reviews and renewals concluded during 2021 were 13.0 per cent. (2020: 19.1 per cent.) higher than the previous headline rent. New rents agreed were 18.7 per cent. higher in the UK (2020: 28.2 per cent. higher) as reversion accumulated over the past five years was reflected in new rents agreed, adding £5 million of headline rent. In Continental Europe, rents agreed on renewal were 1.5 per cent. higher (2020: 0.5 per cent. higher), with market rental growth slightly ahead of the indexation provisions that have accumulated over recent years.

- **Customer retention**: remained high at 77 per cent. during 2021 (2020: 86 per cent.), due to enduring demand for space in the Group's high-quality, well located portfolio and focus on excellent customer service inherent within its platform.

- **Rent roll growth:** an important element of achieving the Group's goal of being a leading income-focused REIT is to grow its rent roll, primarily through increasing rent from its existing assets and then from generating new rent through development. Rent roll growth, which reflects net new headline rent from existing space (adjusted for take-backs of space for development), take-up of developments and pre-lets agreed during the period, increased to £72 million in 2021 (2020: £60 million).

Strong operational metrics



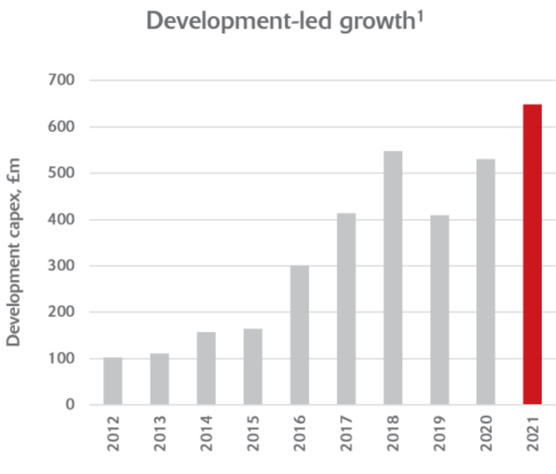


1 Vacancy rate based on ERV at 31 December 2021; customer retention rate based on headline rent retained in the same or alternative SEGRO premises.
2 Uplift in 2019 and 2020 included re-gears on the peppercorn leases in the Heathrow portfolio so capture of reversion was higher. Excluding peppercorn re-gears uplifts were 11.7% in 2020 and 12.2% in 2019 – all of the re-gears have now been completed.

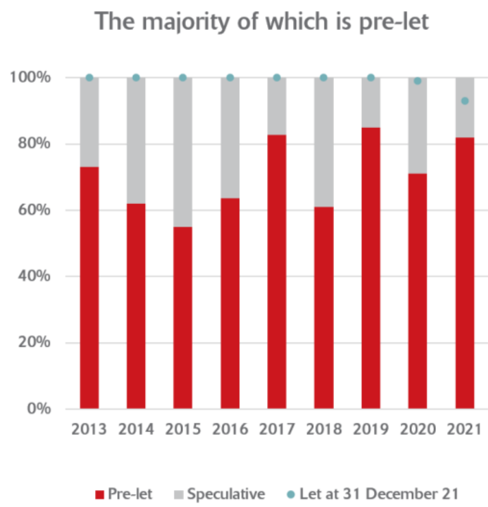
Source: the Company

Development track record

The Group's development capability is an important generator of growth. Since late 2011 the Group has built 5.2 million square metres of new space, with development capex of £3.4 billion which has added over £290 million to the rent roll.



1 Capex on developments and infrastructure £m (SEGRO share).



Source: the Company

GROWING THROUGH DEVELOPMENT – DEVELOPMENT UPDATE

Development Activity

During 2021, the Group invested £975 million in its development pipeline which comprised £649 million (2020: £531 million) in development spend, of which £99 million was for infrastructure, and a further £326 million to replenish its land bank to secure future development-led growth opportunities.

Development Projects Completed

The Group completed 839,200 square metres of new space during the year, with the majority of its projects completing on time despite wider market issues with the supply of construction materials and labour. These projects were 82 per cent. pre-let prior to the start of construction and were 93 per cent let. as at 31 December 2021, generating £48 million of headline rent, with a potential further £4 million to come when the remainder of the space is let. This translates into a yield on total development cost (including land, construction and finance costs) of 6.8 per cent. when fully let.

The Group completed 677,800 square metres of big box warehouse space, including four units at SLP-EMG. Within this was 560,800 square metres of big box warehouses across all of the Group's major European markets, let to third party logistics operators, online retailers, food retailers and manufacturers among others.

The Group completed 161,400 square metres of urban warehouses, the majority built on a speculative basis, of which over three quarters is already let. In the UK this included the second phase of SEGRO Park Rainham, new units at SEGRO Park Fairway Drive and two new data centres on the Slough Trading Estate. In Continental Europe, the Group completed further phases of urban warehouse parks in the key markets of Berlin, Cologne, Madrid, Warsaw and Paris, including the first of its developments on the land located in Paris that it acquired as part of the Sofibus Patrimoine acquisition at the start of 2021.

Supply chain issues made development more challenging during 2021, but the Group worked closely with its contractors to secure materials ahead of schedule, enabling it to avoid any major delays. The Group also avoided any significant increases in construction costs as the majority of its development projects are on fixed price contracts and development completions were therefore unaffected.

Current Development Pipeline

At 31 December 2021, the Group had development projects approved, contracted or under construction totalling 801,400 proactively, representing £380 million of future capital expenditure to complete and £62 million of annualised gross rental income when fully let. 60 per cent. of this rent has already been secured and these projects should yield 7.0 per cent. on total development cost when fully occupied.

The Group continues to focus its speculative developments primarily on urban warehouse projects, particularly in the UK, France and Germany, where modern space is in short supply and occupier demand is strong. In the UK, its speculative projects are focused in London and on the Slough Trading Estate. In Continental Europe, the Group continues to build scale in Germany and Paris.

Within its Continental European development programme, approximately £8 million of potential gross rental income is associated with big box warehouses developed outside the Group's SELP joint venture. Under the terms of the joint venture, SELP has the option, but not the obligation, to acquire these assets shortly after completion. Assuming SELP exercises its option, the Group would retain a 50 per cent. share of the rent after disposal. In 2021, the Group sold £231 million of completed assets to SELP, representing a net disposal of £116 million.

The Group has factored increased construction costs into the development returns for its current and future development projects. However, increased rental values are more than offsetting any additional costs and the Group's development returns therefore remain highly attractive.

Future Development Pipeline

Near-Term Development Pipeline

Within the future development pipeline are a number of pre-let projects which are close to being approved, awaiting either final conditions to be met or planning approval to be granted. The Group expects to commence these projects within the next six to 12 months.

These projects total 334,100 square metres of space, equating to approximately £271 million of additional capital expenditure and £20 million of additional rent.

Land Bank

The Group's land bank identified for future development (including the Near-Term Development Projects detailed above) totalled 683 hectares as at 31 December 2021, valued at £783 million, roughly 4 per cent. of its total portfolio value.

This land bank includes £326 million of land acquired during 2021, including land associated with developments already underway or expected to start in the short term. Over £90 million was spent on sites in the supply-constrained London market and the Group also acquired plots suitable for urban development in Paris, Lyon, Milan, Madrid, Cologne and Warsaw. The remainder of the land was for big box projects in Italy, Poland, Spain and the UK.

The Group estimates that its land bank can support 3.1 million square metres of development over the next five years. The prospective capital expenditure associated with the future pipeline is approximately £1.9 billion. The pipeline could generate £169 million of gross rental income, representing a yield on total development cost (including land and notional finance costs) of around 6 to 7 per cent. These figures are indicative, based on the Group's current expectations, and are dependent on its ability to secure pre-let agreements, planning permissions, construction contracts and on its outlook for occupier conditions in local markets.

Conditional land acquisitions and land held under option agreements

Land acquisitions (contracted but subject to further conditions) and land held under option agreements are not included in the figures above, but together represent significant further development opportunities. These include sites for big box warehouses in the UK Midlands, Germany, Italy and Poland, as well as urban warehouse sites in East and West London.

The options are held on the balance sheet at a value of £24 million (including joint ventures at share). The options the Group expects to exercise over the next two to three years are for land capable of supporting almost 1.6 million square metres of space and generating almost £160 million of headline rent for a blended yield of approximately 6 per cent.

Acquisitions and disposals

Since 2012, the Group has disposed of £4.1 billion of assets and land (excluding sales to its joint venture SELP) in markets or subsectors that it identified as non-core. During the same period, the Group acquired over £3.7 billion of assets in what it considers to be key strategic markets.

During the financial year ending 31 December 2021, the Group made acquisitions totalling £1.3 billion, including the reacquisition of the Bath Road Office portfolio in Slough, providing it with additional space for redevelopment on the Slough Trading Estate. During the same period, the Group recognised proceeds of £515 million from the disposal of land and assets, including a recently developed stand-alone car showroom in the Thames Valley portfolio, and a sale of a portfolio of Continental European big box warehouses developed by the Group to SELP.

STRONG BALANCE SHEET

The Company manages its financial metrics on a look through basis of the Group with joint ventures at share. At 31 December 2021 the Group had, on a proportionally consolidated basis, net borrowings of £3.4 billion and available cash and undrawn facilities of just over £0.9 billion. Net borrowings, including the Group's share of joint venture net debt, increased by £0.9 billion from 31 December 2020 to £4.2 million at 31 December 2021. The Group intends to keep its LTV at around 30 per cent. and at 31 December 2021, the LTV on a proportional consolidated basis was 23 per cent.

Financial Position and Funding

GROUP ONLY	**31 December 2021**	31 December 2020
Net borrowings (£m)	**3,361**	2,325
Available Group cash and undrawn facilities (£m)	**893**	1,061
Gearing (%)	**25**	24
LTV ratio (%)	**22**	22
Weighted average cost of debt[1] (%)	**1.5**	1.7
Interest cover[2] (times)	**7.0**	6.6
Average duration of debt (years)	**9.6**	11.7
INCLUDING JOINT VENTURES AT SHARE		
Net borrowings (£m)	**4,201**	3,088
Available cash and undrawn facilities (£m)	**1,105**	1,189
LTV ratio (%)	**23**	24
Weighted average cost of debt[1] (%)	**1.5**	1.6
Interest cover[2] (times)	**6.9**	6.5
Average duration of debt (years)	**8.6**	9.9

1. Based on gross debt, excluding commitment fees and non-cash interest.

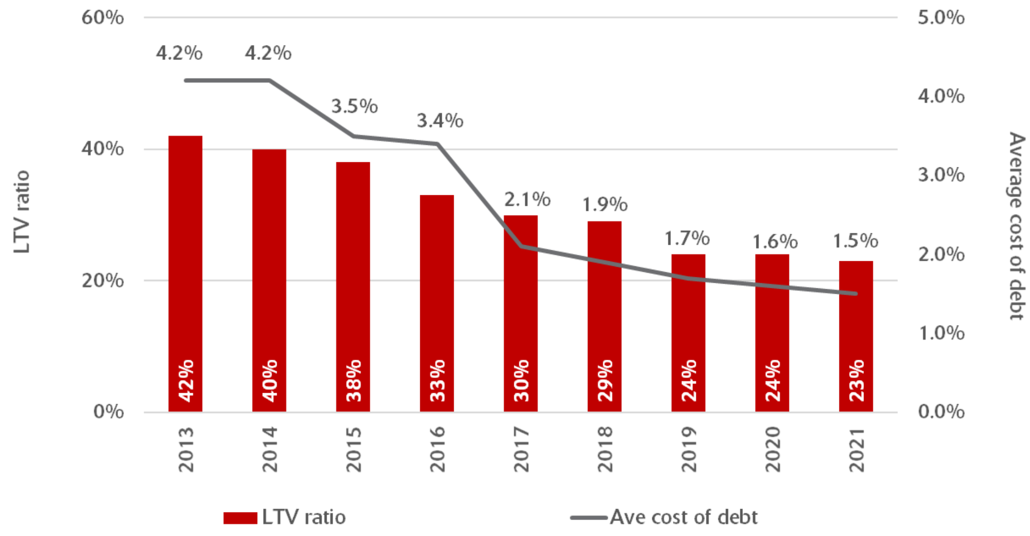
2. Net rental income/adjusted net finance costs (before capitalisation). Figures based on the 12 months to 31 December 2020 and the 12 months to 31 December 2021.

Source: the Company

During May 2021, the Company extended its €1.2 billion of committed bank facilities. These comprise a €1.0 billion syndicated revolving credit facility, provided by a syndicate of eight banks (including several of the Joint Lead Managers or their affiliates), as well as two further €100 million bilateral revolving credit facilities. All credit facilities have a maturity date of May 2026 and are unsecured in nature.

In December 2021, the Company entered into a €750 million bridging facility provided by a syndicate of four banks. The bridging facility has a maturity date of December 2023 and is unsecured in nature.

LTV ratio and average cost of debt (including share of joint ventures) 31 December 2012 to 31 December 2021

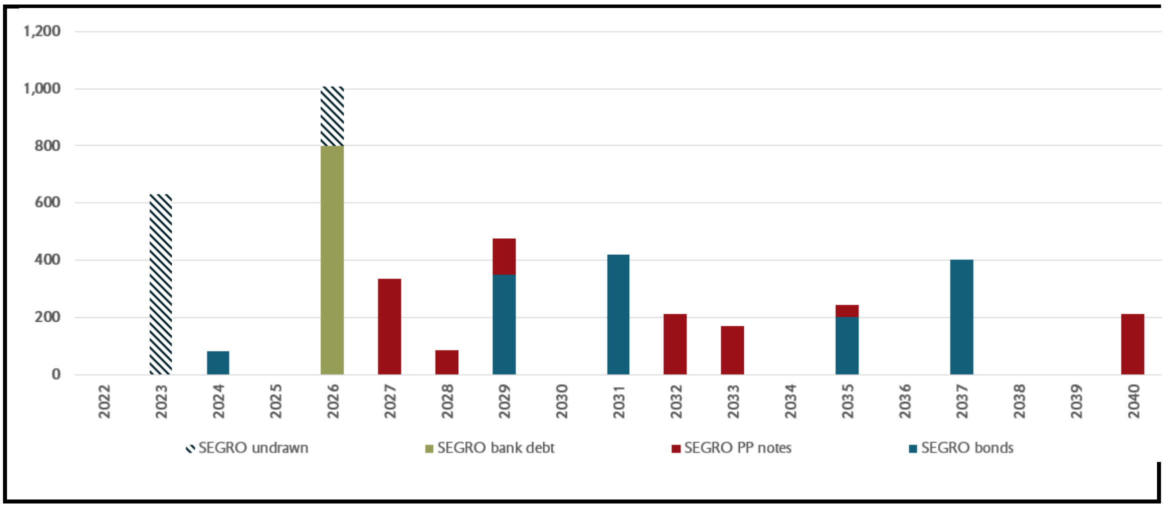


Source: the Company

At 31 December 2021, the Group's weighted average debt maturity was 8.6 years (from 9.9 years at 31 December 2020), including its share of joint venture debt. The debt maturity by type and year is shown below.

Debt maturity

Group debt maturity by type and year, £ millions (based on 31 December 2021)



Source: the Company (Position as of 31 December 2021. Excludes joint ventures and de minimis secured debts of subsidiary companies.)

As at 31 December 2021, the Group's weighted average cost of debt was 1.5 per cent. (from 1.7 per cent. at 31 December 2020) and 65 per cent. of the net borrowings of the Group (including its share of joint venture debt) were at fixed rates (from 70 per cent. at 31 December 2020).

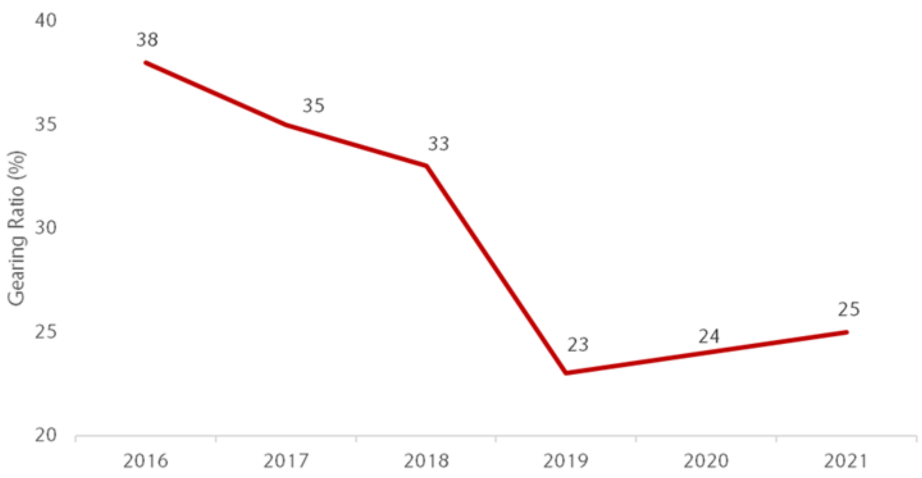
At 31 December 2021, the Group had £0.9 billion of cash and available facilities.

Financial Covenants on a Group Wholly Owned basis

The Group's policy is to maintain a Gearing level and an Interest Coverage Ratio at levels consistent with maintaining an investment grade credit rating. The Company has stated that it aims to maintain the Group's Loan to Value ratio at around 30 per cent., taking into account the Group's investment plans. At 31 December 2021, the Group's LTV ratio was 23 per cent. (31 December 2020: 24 per cent.). The Company believe this ensures significant headroom to its tightest Gearing covenant should property values decline, as well as providing the flexibility to take advantage of investment opportunities which may arise.

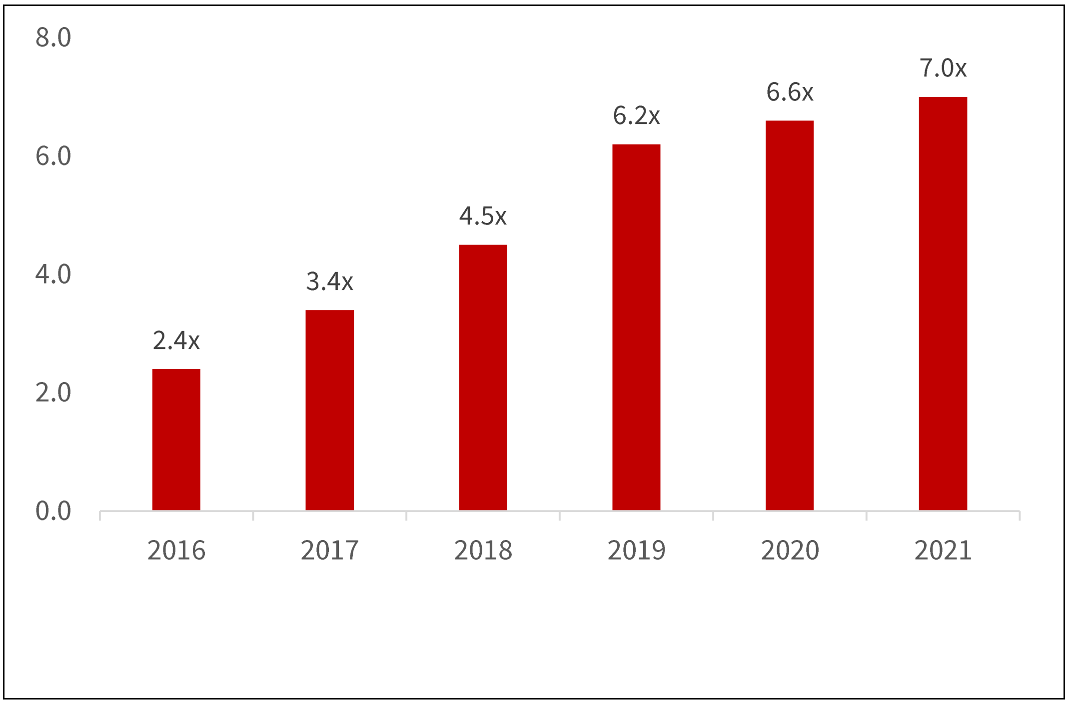
The Group's ICR was at 7.0 times at 31 December 2021 compared to 6.6 times at 31 December 2020. The Group's Gearing ratio (in comparison to net assets and net debt) and ICR by year are shown below.

Gearing ratio, 31 December 2016 to 31 December 2021 (based on wholly-owned assets)



Source: the Company

ICR, 31 December 2016 to 31 December 2021 (based on wholly-owned assets)



Source: the Company

EXPERIENCED MANAGEMENT TEAM

The board of the Company comprises seven Non-Executive Directors (including the Chairman) and three Executive Directors. Their names and principal functions and principal activities outside the Group, where those are significant, are as follows:

Name	Function	Outside Directorships
Gerald Corbett	Non-Executive Chairman of the Board of Directors and Chairman of the Nomination Committee	Chairman, St Albans Cathedral Foundation
David Sleath	Chief Executive	Senior Independent Director, Electrocomponents plc Board member, European Public Real Estate Association
Soumen Das	Chief Financial Officer	Independent Non-Executive Director of NEXT plc
Andy Gulliford	Chief Operating Officer	LandAid Charitable Trust Limited
Mary Barnard	Independent Non-Executive Director and member of the Nomination Committee and Remuneration Committee	Chief Commercial Officer, Mondelez International Inc

Name	Function	Outside Directorships
Sue Clayton	Independent Non-Executive Director and member of the Nomination Committee	Non-Executive Director, Helical plc Member of the Committee of Management, Hermes Property Unit Trust Chair, Barwood 2017 Property Fund Trustee, Reading Real Estate Foundation
Carol Fairweather	Independent Non-Executive Director, Chair of the Audit Committee, a member of the Nomination Committee and a member of the Remuneration Committee	Non-Executive Director, Smurfit Kappa Group plc Trustee, Somerset House Trust
Martin Moore	Senior Independent Non-Executive Director and a member of the Audit Committee, a member of the Nomination Committee and a member of the Remuneration Committee	Chairman, , Secure Income REIT plc
Simon Fraser	Independent Non-Executive Director and a member of the Audit Committee, a member of the Nomination Committee and a member of the Remuneration Committee	Non-Executive Director, Legal & General Investment Management (Holdings) Ltd, Senior Independent Director, Lancashire Holdings Ltd, Non-Executive Director, Lancashire Syndicates Limited
Linda Yueh	Independent Non-Executive Director and a member of the Audit Committee, a member of the Nomination Committee and a member of the Remuneration Committee	Non-Executive Director, Rentokil Initial plc, Non-Executive Director, Fidelity China Special Situations plc, Chair, Baillie Gifford's The Schiehallion Fund Ltd, Adviser, UK Board of Trade, Member, Independent Review Panel on Ring-fencing and Proprietary Trading

On 7 January 2022, the Company announced the appointment of Andy Harrison to succeed Gerald Corbett as Chair. He will join the board and the Nomination Committee as a Non-Executive Director on 1 April 2022 and will become Chair of the board and the Nomination Committee on 30 June 2022, with Gerald Corbett stepping down from the board on that date.

The business address of Gerald Corbett, David Sleath, Soumen Das, Andy Gulliford, Mary Barnard, Sue Clayton, Carol Fairweather, Martin Moore, Simon Fraser and Linda Yueh is SEGRO plc, 1 New Burlington Place, London, England, W1S 2HR, United Kingdom.

There are no potential conflicts of interest between the duties to the Company of the directors and their private interests and/or other duties.

SEGRO Capital S.à r.l.

SEGRO Capital was incorporated on 4 June 2021 as a Luxembourg private limited liability company (*société à responsabilité limitée*) for an unlimited period of time under the laws of Luxembourg, in particular the Luxembourg law of 10 August 1915 on commercial companies, as amended. SEGRO Capital is an indirect subsidiary of the Company.

The authorised and issued share capital of SEGRO Capital comprises 12,000 fully paid up shares of EUR 1 each held by SEGRO Overseas Holdings Limited whose registered office is at 1 New Burlington Place, London, England, W1S 2HR, registered in England and Wales with company number 01054564.

The registered office of SEGRO Capital is at 35-37 Avenue de la Liberté, L-1931 Luxembourg, Grand Duchy of Luxembourg. SEGRO Capital is registered with the RCS Luxembourg under number B256102. SEGRO Capital can be contacted by telephone at +352 288 410 23.

SEGRO Capital's financial year is from 1 January to 31 December of each year. Its first accounting year commenced on its incorporation date and ended on 31 December 2021. SEGRO Capital has prepared consolidated financial statements for its first accounting year. Published financial statements prepared by SEGRO Capital (in respect of the period ending on 31 December each year) will be available during normal office hours during the eight days preceding the holding of any extraordinary general meeting of the shareholders, at the registered office of SEGRO Capital.

The managers of SEGRO Capital (the "**Managers**") are:

Manager	*Business occupation within the Group*	*External Directorships*
Desmond Mitchell	Manager	Director/Manager of various entities in the corporate groups of IK Investment Partners and 17Capital. In addition, Director/Manager of the following entities: Park Square Capital /SMBC Loan Programme S.à r.l., Clerical Medical Non-Sterling Property Co S.à r.l., A&M Capital Europe-Lux GP S.à r.l., New Mountain Investments VI Luxembourg, S.à r.l, Eastville S.à r.l. SPF and Immo Invest Limited.
Alain Peigneux	Manager	Director/Manager of various Luxembourg entities in the corporate groups of InfraMed, Koch Industries, American Sugar Holdings (Florida Crystals Corporation), Lbrands, Atlas Arteria, as well as in Luxembourg entities

		managed by Essling Capital, IGIS Asset Management and Rothschild & Co Group (Merchant Banking arm). Director of his own firms, Fideuro and AP & Associés.
Ann Octavia Peters	Manager	None.
Henry Armstrong Stokes	Manager	None.

The business address of each of the Managers is that of the registered office set out above and at the back of this Prospectus. The Managers were appointed on 4 June 2021.

There are no potential conflicts of interest between the duties to SEGRO Capital of the Managers and their private interests and/or other duties.

SEGRO Capital is a finance vehicle to be used as an issuer of the Notes. A copy of SEGRO Capital's Articles of Association will be available for inspection as described under "*Documents Available*" below.

GLOSSARY OF KEY TERMS

"AUM"	Assets under management.
"capital expenditure"	Expenditure for additions to properties and acquisitions of investment and trading properties but does not include tenant incentives, letting fees and rental guarantees.
"Continental Europe"	The continuous continent of Europe, excluding surrounding islands.
"Current Development Pipeline"	Development projects which have been approved by the Directors and which were underway at 31 December 2021.
"customer retention rate"	Percentage of income at risk (from break or expiry) during the period which is retained (i.e., because the customer either renews the lease or does not exercise a break option and remains in the existing space, or takes other space provided by the Group). The measure is based on the new headline rent compared to the original headline rent (the new headline rent is zero if the customer does not renew).
"EPRA"	European Public Real Estate Association, the publisher of Best Practice Recommendations intended to make financial statements of public real estate companies in Europe clearer, more transparent and comparable.
"estimated rental value" or "ERV"	The estimated annual market rental value of lettable space as determined biannually by the Group's valuers. This will normally be different from the rent being paid.
"Gearing"	Gearing is Group net borrowings divided by total shareholders' equity excluding intangible assets and deferred tax provisions.
"headline rent" and "rent roll"	Annualised cash rental income receivable on a property after expiry of rent free periods.
"hectares" (Ha)	The area of land measurement used in this Prospectus. The conversion factor used, where appropriate, is 1 hectare = 2.471 acres.
"Interest Cover Ratio" or "ICR"	ICR is the ratio of net rental income excluding joint ventures to adjusted net finance costs.
"Loan to Value" or "LTV"	LTV is net borrowings divided by the carrying value of total property assets (investment, owner occupied (if any) and trading properties).
"Near-Term Development Projects"	Development projects which at have been approved by the Directors, but which are subject to final pre-let agreements from customers or conditional on being granted planning permission.

"passing rent"	The annual cash rental income receivable on a property at the balance sheet date.
"pre-let"	A lease signed with an occupier prior to completion of a development.
"speculative development"	Where a development has commenced prior to a lease agreement being signed in relation to that development.
"square metres" (sq m)	The area of buildings measurements used in this Prospectus. The conversion factor used, where appropriate, is one square metre = 10.7639 square feet.
"TCR"	TCR reflects the total administration and property operating costs, less management fees including those from joint ventures (which are designed to compensate the Group for management costs incurred in earning those fees), expressed as a percentage of gross rental income (excluding management fees).
"total development cost"	The value of land at commencement of a development plus the capital invested in the development, notional finance costs and any other fees and costs associated with the development.
"weighted average lease length to expiry" or "WAULT"	The length of unexpired term measured to expiry, weighted by headline rent.

TAXATION

Taxation in the United Kingdom

*The following is a summary of the Company and SEGRO Capital's understanding of current United Kingdom law and the published practice of H.M. Revenue & Customs ("**HMRC**") as at the date of this Prospectus. It is not exhaustive. It relates only to the United Kingdom withholding tax treatment of payments of interest in respect of Notes issued under the Programme and does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of the Notes. It relates only to the position of persons who are the absolute beneficial owners of Notes issued under the Programme. Prospective Noteholders who are in any doubt as to their tax position, or who may be subject to tax in a jurisdiction other than the United Kingdom, should consult their own professional advisers.*

Payments of interest on Notes issued under the Programme by the relevant Issuer may be made without withholding or deduction for or on account of United Kingdom income tax provided that the Notes carry a right to interest and are and continue to be listed on a "recognised stock exchange", as defined in section 1005 of the Income Tax Act 2007 (for the purposes of section 987 of the Income Tax Act 2007). The London Stock Exchange is a recognised stock exchange for these purposes. Securities will be treated as listed on the Main Market of the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000) and admitted to trading on the Main Market of the London Stock Exchange. Provided, therefore, that the Notes carry a right to interest and remain so listed, interest on the Notes will be payable by the relevant Issuer without withholding or deduction for or on account of United Kingdom income tax.

Interest on Notes issued under the Programme may also be paid by the relevant Issuer without withholding or deduction for or on account of United Kingdom income tax where the maturity of the Notes is less than 365 days from the date of issue provided that such Notes do not form part of a scheme or arrangement of borrowing intended to be, or capable of remaining, outstanding for more than 364 days.

In other cases, and subject to the availability of any other relief or exemption, an amount must generally be withheld on account of United Kingdom income tax at the basic rate (currently 20 per cent.) from any payments of interest on the Notes that have a United Kingdom source. Where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can (subject to the completion of relevant procedural formalities) issue a direction to the relevant Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Where Notes are issued by the Company and/or SEGRO Capital at an issue price of less than 100 per cent. of their principal amount (i.e. at a discount), any payments in respect of the accrued discount element on such Notes should not be made subject to any withholding or deduction for or on account of United Kingdom income tax as long as they do not constitute payments in respect of interest for tax purposes.

Where Notes are issued by the Company and/or SEGRO Capital on terms that a premium is or may be payable on redemption, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest for tax purposes and, if so, may be subject to United Kingdom withholding tax as outlined in the preceding paragraphs.

If the Company makes any payment in respect of interest on Notes issued by SEGRO Capital (or other amounts due under or in respect of Notes issued by SEGRO Capital) and this is regarded as having a United Kingdom source for UK tax purposes, such payment may be subject to United Kingdom withholding tax as outlined in the preceding paragraphs. The exemption for "quoted Eurobonds" within the meaning of section 987 of the Income Tax Act 2007 as outlined in the first paragraph may be available, but only if payments made by the Company retain their character as interest paid in respect of the Notes for UK tax purposes (which under current law is not clear).

Taxation in Luxembourg

The following overview is of a general nature only and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes issued under the Programme should therefore consult their own professional advisers as to the effects of state, local and foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Status of SEGRO Capital

SEGRO Capital is a fully taxable Luxembourg company. As such, it is subject to corporate income tax at a rate of 17 per cent. (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*) – at a rate of 6.75 per cent. in Luxembourg-City – and a solidarity surcharge (*contribution au fonds pour l'emploi*) of 7 per cent. of the corporate income tax rate. The aggregate corporate tax rate thus currently stands at 24.94 per cent. in Luxembourg-City as from 1st January 2022.

Withholding Tax

Under Luxembourg general tax laws currently in force, there is no Luxembourg withholding tax on payments of principal, premium or interest made to non-resident Noteholders, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident Noteholders. Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**"), there is no Luxembourg withholding tax on payments of principal, premium or interest made to Luxembourg resident Noteholders, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident Noteholders.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to, or for the immediate benefit of, an individual beneficial owner who is a resident of Luxembourg, will be subject to a withholding tax of 20 per cent. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Relibi Law would be subject to a withholding tax of 20 per cent.

Income Tax

Interest received by an individual resident in Luxembourg in the context of managing his/her private wealth is subject to Luxembourg income tax at the progressive rates unless the interest has been subject to withholding tax or to the self-applied tax, if applicable. Indeed, in accordance with the Relibi Law, Luxembourg resident individuals, acting in the framework of their private wealth, can opt to self-declare and pay a 20 per cent. tax on interest payments made by paying agents located in an EU Member State other than Luxembourg or a Member State of the European Economic Area other than an EU Member State. If applicable, the withholding tax or self-applied tax are the final income tax liability.

A capital gain realised by a Luxembourg resident individual Noteholder, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of the Notes is not subject to Luxembourg progressive income tax, unless the disposal of the Notes precedes the acquisition of the Notes or the Notes are disposed of within six months of the date of acquisition of these Notes. However, any portion of such gain corresponding to accrued but unpaid interest income may be subject the 20 per cent. withholding tax or the self-applied tax.

Luxembourg resident individual Noteholders acting in the course of the management of a professional or business undertaking must include any interest accrued or received as well as any capital gain realised upon the sale or disposal of the Notes in their taxable basis. If applicable, the 20 per cent. Luxembourg withholding tax levied will be credited against their final income tax liability.

Luxembourg resident corporate Noteholders must include any interest accrued or received as well as any capital gain realised upon the sale or disposal of the Notes in their taxable basis.

A non-resident Noteholder, not having a fixed place of business, a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable, is not subject to Luxembourg income tax on interest accrued or received and on any gains realised upon the sale or disposal of the Notes.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as "**FATCA**", withholding may be required on, among other things, (i) certain payments made by a "foreign financial institution" ("foreign passthru payments"), (ii) dividend equivalent payments and (iii) payments of gross proceeds from the disposition of securities that generate dividend equivalent payments, in each case, to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Luxembourg and the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. Noteholders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

The Arranger and Dealers have, pursuant to a Programme Agreement dated 3 March 2022 and as may be amended, restated and/or supplemented from time to time (the "**Programme Agreement**"), agreed with the Company and SEGRO Capital a basis upon which they or any of them may from time to time agree to purchase Notes issued under the Programme. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*".

The Company and/or SEGRO Capital will pay the Arranger and each Dealer a commission as agreed between them in respect of Notes subscribed by them. The Company and/or SEGRO Capital will reimburse the Arranger and each Dealer in respect of certain of their expenses, and each has agreed to indemnify the Arranger and Dealers against certain liabilities, incurred in connection with the issue of Notes under the Programme Agreement. The Programme Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

United States

Notes issued under the Programme have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or, if Category 2 is specified in the Final Terms, for the account or benefit of, U.S. persons except in accordance with Regulation S except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form issued under the Programme are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder. The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

If Category 2 is specified in the Final Terms each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree, that it will not offer, sell or deliver any Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of the Notes or any Tranche of which such Notes are part, within the United States or to, or for the account or benefit of, U.S. persons and that it will have sent to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Accordingly, if Category 1 is specified in the Final Terms the Notes are being offered and sold only outside the United States in offshore transactions in reliance on, and in compliance with, Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer that is not participating in the offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

United Kingdom

Prohibition of sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies the "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealers, has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as contemplated by the Final Terms in relation thereto to any "retail investor" in the UK. For the purposes of this section:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

  (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or

  (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

(a) in relation to any Notes which have a maturity of less than one year (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor (if applicable); and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Prohibition of sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any "retail investor" in the EEA. For the purposes of this provision the expression "**retail investor**" means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or

(b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II.

Switzerland

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus is not intended to constitute an offer or solicitation to purchase or invest in Notes issued under the Programme. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that Notes issued under the Programme may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and no application has been or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland.

Neither this Prospectus nor any other offering or marketing material relating to Notes issued under the Programme constitutes a prospectus pursuant to FinSA, and neither this Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Japan

Notes issued under the Programme have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (*Act No. 25 of 1948, as amended* (the "**FIEA**")) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (*Act No. 228 of 1949, as amended*)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the account or benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Republic of Korea

Notes issued under the Programme have not been and will not be registered under the Financial Investment Services and Capital Markets Act ("**FSCMA**"). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered, directly or indirectly, in Korea or to any Korean resident (as such term is defined in the Foreign Exchange Transaction Law) for the period of one year from the date of issuance of the Notes, except (i) to or for the account or benefit of a Korean resident which falls within certain categories of "professional investors" as specified in the FSCMA, its Enforcement Decree and the Regulation on Securities Issuance and Disclosure, in the case that the Notes are issued as bonds other than convertible bonds, bonds with warrants or exchangeable bonds, and where other relevant requirements are further satisfied, or (ii) as otherwise permitted under applicable Korean laws and regulations.

Singapore

Each Dealer acknowledges, and each further Dealer appointed under the Programme will be required to acknowledge that, the Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer represents, warrants and agrees, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not circulated or distributed, nor will it circulate or distribute, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, and has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore, as modified or amended from time to time (the **SFA**) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under

Section 275 of the SFA except:

1. to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;

2. where no consideration is or will be given for the transfer;

3. where the transfer is by operation of law;

4. as specified in Section 276(7) of the SFA; or

5. as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

France

Each of the Dealers and the relevant Issuer has represented and agreed that and each further Dealer appointed under the Programme will be required to represent and agree that it undertakes to comply with applicable French laws and regulations in force regarding the offer, the placement or the sale of the Notes and the distribution in France of the Prospectus or any other offering material relating to the Notes.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a "**Belgian Consumer**") and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the relevant Issuer, the Guarantor (if applicable), the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the relevant Issuer, the Guarantor (if applicable), the Trustee and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The Company and SEGRO Capital have obtained all necessary consents, approvals and (in the case of SEGRO Capital) authorisations in Luxembourg in connection with the issue and performance of Notes under the Programme. The establishment of the Programme and the issuance of Notes under it was authorised by resolutions of the board of Managers of SEGRO Capital, passed on 17 February 2022, by a resolution of a meeting of the board of directors of the Company passed on 16 February 2022 and a resolution of a committee of the board of directors of the Company passed on 1 March 2022.

Listing of Notes

It is expected that each Tranche of the Notes which is to be admitted to the Official List and to trading on the Market will be so admitted to listing and trading upon submission to the FCA of the applicable Final Terms, subject only to the issue of a one or more Global Notes in respect of each Tranche. Application has been made to the FCA for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the Market. The listing of the Programme in respect of the Notes is expected to be granted on or before 8 March 2022.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Issue Price and Yield

The issue price of any Notes or Tranche of Notes issued under the Programme will be determined by the relevant Issuer, the Guarantor (if applicable) and the relevant Dealers at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Notes will be set out in the applicable Final Terms. The yield of each Tranche of Notes bearing interest at a fixed rate, as set out in the applicable Final Terms, will be calculated as of the relevant issue date using the relevant issue price. It is not an indication of future yield.

Documents Available

For the period of 12 months following the date of this Prospectus digital copies of the following documents will be available to view online at https://www.segro.com/investors/debt/bonds?sc_lang=en and, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), physical copies will be available for inspection at the registered offices of each of the Company (1 New Burlington Place, London W1S 2HR), SEGRO Capital (35-37, avenue de la Liberté, L-1931 Luxembourg, Grand Duchy of Luxembourg) and the office of the Principal Paying Agent (Citigroup Centre, Canary Wharf, London E14 5CB):

(i) the Articles of Association of the Company;

(ii) the articles of association (*statuts*) of SEGRO Capital;

(iii) the 2020 Annual Report and the 2021 Annual Report;

(iv) the most recently published audited annual financial statements of the Company and SEGRO Capital and the most recently published unaudited interim financial statements (if any) of the Company and SEGRO Capital, in each case together with any audit or review reports prepared in connection therewith;

(v) the Agency Agreement, the Trust Deed and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;

(vi) a copy of this Prospectus; and

(vii) any future offering circulars, prospectuses, information memoranda, supplements to this Prospectus, any Final Terms for Notes issued under the Programme and any other documents incorporated herein or therein by reference.

Copies of this Prospectus, the applicable Final Terms for Notes issued under the Programme and any documents incorporated by reference in this Prospectus will also be available for viewing on the following websites: (i) the website of the Regulatory News Service operated by the London Stock Exchange (http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html); and (ii) the website of the Company (www.segro.com).

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Significant or Material Change

There has been no significant change in the financial performance or financial position of the Company or the Group since 31 December 2021. There has been no material adverse change in the prospects of the Company or the Group since 31 December 2021.

There has been no significant change in the financial performance or financial position of SEGRO Capital since 31 December 2021. There has been no material adverse change in the prospects of SEGRO Capital since 31 December 2021.

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which SEGRO Capital is aware), since the date of its incorporation which may have or have in such period had a significant effect on the financial position or profitability of SEGRO Capital.

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware), nor have there been such proceedings in the 12 months preceding the date of this Prospectus, which may have or have in such period had a significant effect on the financial position or profitability of the Company and/or the Group.

Material Contracts

There are no material contracts entered into other than in the ordinary course of the Company's or SEGRO Capital's business which could result in any member of the Group being under an obligation or entitlement that is material to the Company's and/or SEGRO Capital's ability to meet its obligations to Noteholders in respect of the Notes issued under the Programme.

Language

The language of the Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Auditors

PricewaterhouseCoopers LLP of 1 Embankment Place, London WC2N 6RH, United Kingdom audited the Company's consolidated accounts, without qualification, in accordance with generally accepted auditing standards in the United Kingdom for the financial years ended on 31 December 2020 and 2021. PricewaterhouseCoopers LLP is a member of the Institute of Chartered Accountants of England and Wales. PricewaterhouseCoopers LLP has no material interest in the Company and SEGRO Capital.

PricewaterhouseCoopers Société cooperative of 2, rue Gerhard Mercator, B.P. 1443, L-1014 Luxembourg, Luxembourg, audited SEGRO Capital's accounts, without qualification, in accordance with generally accepted auditing standards in Luxembourg for the financial year ended on 31 December 2021. PricewaterhouseCoopers Société coopérative LLP has no material interest in the Company and SEGRO Capital.

Trustee's reliance on Auditors' certificates and/or reports

The Trust Deed provides that the Trustee may rely on certificates and/or reports from Auditors (as defined therein) or any other expert in accordance with the Trust Deed whether or not such certificate or report or any engagement letter or other document entered into by the Trustee and the Auditors or such other expert in connection therewith contains any limit on the liability of the Auditors or such other expert.

Dealers transacting with the Company and/or SEGRO Capital

Certain of the Dealers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Company, SEGRO Capital and their respective affiliates in the ordinary course of business. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with the Company, SEGRO Capital and their respective affiliates.

In the ordinary course of their business activities, the Dealers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Company, SEGRO Capital and/or their respective affiliates. Where the Dealers or their respective affiliates have a lending relationship with the Company, SEGRO Capital and/or their respective affiliates they may routinely hedge their credit exposure to those entities consistent with their customary risk management policies. Typically, the Dealers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such positions could adversely affect future trading prices of the Notes. The Dealers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

THE ISSUERS AND THE GUARANTOR

THE COMPANY

SEGRO plc
1 New Burlington Place
London W1S 2HR
United Kingdom

SEGRO CAPITAL

SEGRO Capital S.à r.l.
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L-1931 Luxembourg
Grand Duchy of Luxembourg

THE TRUSTEE

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London EC2N 4AG
United Kingdom

PRINCIPAL PAYING AGENT

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Canary Wharf
London E14 5LB
United Kingdom

REGISTRAR

Citibank Europe plc
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Dublin 1
Ireland

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To the Company and SEGRO Capital

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as to Luxembourg law
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société anonyme
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L-1340 Luxembourg
Grand Duchy of Luxembourg

To the Arranger, Dealers and the Trustee

as to English law
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One Bishops Square
London E1 6AD
United Kingdom

as to Luxembourg law
Allen & Overy
Société en commandite simple
(inscrite au barreau de Luxembourg)
5, avenue J. F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

AUDITORS TO THE COMPANY

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United Kingdom

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Grand Duchy of Luxembourg

ARRANGER

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United Kingdom

DEALERS

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Ciudad Grupo Santander
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United Kingdom

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