

## **MAYORAL DELEGATION OF GLA POWERS TO HOMES ENGLAND FOR THE PURPOSES OF FINANCING INFRASTRUCTURE AT SILVERTOWN QUAYS**

### **BACKGROUND AND PURPOSE**

- A. The Homes & Communities Agency (trading as "Homes England") (HE)) entered into a loan facility for site-wide infrastructure finance of up to £105 million to The Silvertown Partnership LLP ("TSP") on 31 March 2020 to facilitate a large mixed-use development at the Silvertown Quays site in the Royal Docks, London ("Silvertown Quays Scheme") and in 2022 as detailed in Mayoral Decision 2965, the loan facility was amended and restated to increase the infrastructure finance available up to £233m (excluding any unpaid capitalising interest on that principal amount) ("the Loan"), further and subject to the Mayoral Delegation set out in that decision.
- B. HE and TSP wish to enter into an Amendment and Restatement Agreement ("ARA") through which the Loan is comprehensively amended and restated. Its purpose is to bring into effect a revised funding, security and guarantee structure while preserving continuity. The ARA confirms that, once certain conditions are satisfied the Loan will be amended and restated ("the Restated Loan").
- C. Key structural changes effected by the ARA include the termination of the previous GLA Direct Agreement (as previously approved in MD2965) and the Cost Overrun and Interest Shortfall Guarantees, and their replacement with a new guarantee and security package which includes a land charge granted by GLA Land and Property Limited (as detailed in MD3452).
- D. By virtue of the Localism Act 2011, from 1 April 2012 HE's role and powers to operate in Greater London were ended and were taken-on by the Greater London Authority ("GLA"), so that the GLA now undertakes HE's former role in the Capital using its general and subsidiary powers under sections 30 and 34 of the Greater London Authority Act 1999 ("the GLA Act"), which are exercisable by the Mayor on the GLA's behalf.
- E. In order for HE to provide the Loan for the purposes of the Silvertown Quays Scheme it is necessary for the Mayor to delegate under section 38 of the GLA Act the Mayor's functions under sections 30(1) and 34(1) of the GLA Act (collectively called "the Specified GLA Functions") to HE. The Mayor has power to make such a delegation under section 38(1) and 38(2) of the GLA Act.

### **MAYORAL DELEGATION**

1. In accordance with section 38(1) and 38(2) of the GLA Act the Mayor hereby authorises HE to exercise the following functions on behalf of the GLA from the date of this Delegation:
  - a. the Mayor's functions under section 30(1) of the GLA Act; and
  - b. the GLA's functions under 34(1) of the GLA Act.
2. The Delegation is necessary to enable HE to provide a debt facility of up to £233 million (to which unpaid and capitalised interest will be added) but with no other principal amount increases or extensions in its maturity date unless otherwise agreed in writing by the Mayor and HE) to either (1) The Silvertown Partnership LLP (TSP) or (2) such other developer appointed as TSP's replacement and with the prior written agreement of the Mayor and HE, and to enter into contractual funding

agreements with the responsible parties for the delivery of infrastructure to facilitate the Silvertown Quays Scheme and subject always to the Conditions set out in Section 3 below. The powers conferred by the Delegation are without prejudice to any powers or functions HE otherwise has at common law or under any relevant legislation.

### **CONDITIONS**

3. The Delegation to HE is made subject to the following conditions:

- a. HE shall afford the Mayor all reasonable co-operation and access to information, documents or data in its possession or control in respect of the Restated Loan and the infrastructure funded by HE pursuant to the Restated Loan, provided that such co-operation, access and disclosure of financial information, documents or data by HE relating to the Restated Loan, shall only be provided or disclosable by HE as permitted under the supplemental deed between the GLA and HE and provided the principal borrower to the Restated Loan consents to the same given such cooperation and access shall be at its cost.
- b. HE shall at all times comply with any applicable guidance, condition, limitation or restriction contained in or relating to the exercise of the Specified GLA Functions, including (without limitation) where the consent or authorisation of the Mayor (apart from under this Instrument) or other third party is required in order to exercise them generally or specifically, and provided HE's obligations in this regards do not contravene the terms of the documentation HE is contemplated to enter with the principal borrower and third parties in connection with the ARA.
- c. Insofar as is necessary, Homes England may delegate the exercise of the functions specified in and conferred by this Delegation to any of its subsidiaries, or to its, or their, officers.
- d. HE shall at all times afford the Monitoring Officer of the GLA all reasonable co-operation and access to documents and facilities as may be required from time to time in respect of that person's duties as Monitoring Officer under section 5(2) of the Local Government and Housing Act 1989 (as applied by section 73(6) of the GLA Act) concerning the exercise of the Specified GLA Functions by HE under this Instrument.
- e. No costs incurred in the implementation of this Delegation shall be borne by the GLA.

Signed:



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**Sir Sadiq Khan, Mayor of London**

Dated: ..... 24/7/20