

**ANTICIPATED ACQUISITION BY GIC (REALTY) PRIVATE LIMITED
AND GREYSTAR REAL ESTATE PARTNERS, LLC OF STUDENT
ROOST VIA ROOST BIDCO LIMITED**

**Directions issued on 20th December 2022 pursuant to paragraph
11.1 of the Undertakings in Lieu accepted by the Competition and
Markets Authority on 19 December 2022**

WHEREAS:

1. On 30 May 2022, Roost Bidco, being a wholly-owned subsidiary of Roost JV LP ("**Roost JV**"), a private fund limited partnership registered in England with company registration number LP022617 between Euro Devon Private Limited (an entity indirectly owned and controlled by GIC (Realty) Private Limited ("**GIC Realty**")) and GS Roost Holdings (UK) I, LLC (an entity indirectly controlled and owned by Greystar Real Estate Partners, LLC ("**Greystar**") (each a "**Party**" and together the "**Parties**"), entered into a share purchase agreement with entities controlled by Brookfield Asset Management Inc. to acquire Student Roost (the "**Merger**") such that GIC Realty, Greystar and Student Roost will cease to be distinct for the purposes of the Enterprise Act 2002 (the "**Act**");
2. On 8 November 2022, the Competition and Markets Authority ("**CMA**") decided that it is or may be the case that the Merger has resulted or may be expected to result in a substantial lessening of competition within a market or markets in the United Kingdom.
3. On 15 November 2022, the Parties offered undertakings in lieu of reference ("**UILs**") to the CMA for the purposes of section 73(2) of the Act. Under the UILs, the Parties offered to divest The Heights Business or, if the CMA considered that to be insufficient to remedy the substantial lessening of competition, The Heights Business and The Old Fire Station Business (in each case as defined in the UILs, and together the "**Divestment Business**").
4. On 22 November 2022, pursuant to section 73A(2)(b) of the Act, the CMA gave notice to the Parties that it considered that there were reasonable

grounds for believing that the UILs, or a modified version of them, might be accepted by the CMA under section 73(2) of the Act, and that it was considering the Parties' offer.

5. Having been signed by the Parties, the CMA formally accepted the UILs on 19 December 2022.¹
6. Paragraph 11.1 of the UILs provide that the Parties shall comply promptly with such written directions as the CMA may from time to time give:
 - a. To take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with the UILs; or
 - b. To do or refrain from doing anything so specified or described which it might be required by the UILs to do or to refrain from doing.

THE CMA NOW ISSUES WRITTEN DIRECTIONS under paragraph 11.1 of the UILs that, for the purpose of securing compliance with the UIL the Parties must appoint a monitoring trustee in accordance with the terms provided for in this Annex and must comply with the obligations set out in the Annex.

Joanne Webb

Assistant Director, Mergers
Competition and Markets Authority
20 December 2022

¹ [Final undertakings \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

Annex

Directions to appoint a monitoring trustee

Interpretation

1. In these directions:

- a. **'the Act'** means the Enterprise Act 2002;
- b. **'Affiliate'** a person is an affiliate of another person if they or their respective enterprises would be regarded as being under common control for the purposes of section 26 of the Act;
- c. **'Business'** has the meaning, unless otherwise stated, given by section 129(1) and (3) of the Act;
- d. **'CMA'** means the Competition and Markets Authority;
- e. **'control'** shall be construed in accordance with section 26 of the Act, and in the case of a body corporate, a person shall be deemed to Control it if he holds, or has interest in, shares of that body corporate amounting to 10 per cent or more of its issued share capital or carrying an entitlement to vote at meetings of that body corporate of 10 per cent or more of the total number of votes which may be cast at such meetings;
- f. **'Divestment Business'** means The Heights Business and The Old Fire Station Business;
- g. **'Enterprise'** has the meaning given in section 129(1) of the Act;
- h. **'MT'** means the monitoring trustee appointed in accordance with this Annex;
- i. **'The Parties'** means GIC (Realty) Private Limited, Greystar Real Estate Partners, LLC, Roost Bidco Limited and Roost JV LP

- j. **'Proposed Purchaser'** means any proposed purchaser(s) for the Divestment Business;
- k. **'The Parties' Businesses'** means the business of the Parties' and their Group of Interconnected Bodies Corporate carried on as at the effective date of the UILs;
- l. **"Student Roost"** means the group of entities owned by BSREP II PBSA Topco S.À R.L comprising: PBSA Portfolio Advisor Limited, BSREP II PBSA Mezz Holdco S.À R.L., PBSA Group Holdings S.À R.L., Roost Mezz Holdco S.À R.L., PBSA Nelson Street S.À R.L., PBSA Little Patrick Street S.À R.L., PBSA Calton Road S.À R.L., and PBSA St Davids III S.À R.L. together with their respective subsidiaries;
- m. **'subsidiary'**, has the meaning, unless otherwise stated, given by section 1159 of the Companies Act 2006 (and **'subsidiaries'** shall be construed accordingly);
- n. **'The Heights Business'** means the business of Student Roost carried on at the property known as The Heights, 30 Staniforth Street, Birmingham, B4 7DR as at the effective date of the UILs, including all of the leasehold interests which PBSA 6 S.à r.l. and PBSA The Heights UK Limited own and the business of PBSA The Heights UK Limited, in each case insofar as they relate to this address.
- o. **'The Old Fire Station Business'** means the business of Student Roost carried on at the property known as The Old Fire Station, Aston Street, Birmingham, B4 7DA as at the effective date of these undertakings, including all of the freehold and leasehold interests which PBSA Property L.P. and PBSA Letting L.P. own and the business of PBSA Letting L.P., in each case insofar as they relate to this address.
- p. **'Transitional Arrangements'** means any and all time-limited services agreement which are, at the option of the Proposed Purchaser, considered reasonably necessary for the effective divestment of The Heights Business and/or

The Old Fire Station Business to the Proposed Purchaser

- q. **'The UILs'** means the undertakings in lieu of reference offered by the Parties on 15 November 2022, and accepted by the CMA on 19 December 2022;

Terms and expressions defined in the UILs have the same meaning in these directions, and the singular shall include the plural and vice versa, unless otherwise specified or the context requires otherwise.

Appointment

2. The Parties must appoint a MT in order to ensure compliance with the UILs, in particular to:
 - a. monitor and report to the CMA on compliance by the Parties and their subsidiaries with the UILs; and
 - b. support the CMA in:
 - i. monitoring compliance with the provisions of the UILs;
 - ii. investigating potential breaches of the provisions of the UILs; and
 - iii. ensuring that the Divestment Business is carried on separately from the Parties' Businesses and that the Divestment Business is maintained as a going concern.
 - c. support the CMA taking any remedial action which may be required to ensure compliance with the UILs;
 - d. assess and report to the CMA in relation to the arrangements made by the Parties for divestment of the Divestment Business and what changes to those arrangements, if any, are necessary to ensure the divestiture process is carried out in accordance with the UILs.
3. The MT must act on behalf of the CMA and be under an obligation and duty of care to the CMA to carry out his or her functions to the best of his or her abilities.
4. The Parties must cooperate fully with the MT, in particular as set out below, and must ensure that the terms and conditions of appointment of the MT reflect and give effect to the functions and obligations of the MT and the obligations of The Parties as set out in these directions.

General

5. The MT must possess appropriate qualifications and experience to carry out his or her functions.
6. The MT must neither have, nor become exposed to, a conflict of interest that impairs its objectivity and independence in discharging its duties under these directions, unless it can be resolved in a manner and within a timeframe acceptable to the CMA.
7. The Parties shall remunerate and reimburse the MT for all reasonable costs properly incurred in accordance with the terms and conditions of the appointment and in such a way so as not to impede the MT's independence or ability to effectively and properly carry out his or her functions.
8. The Parties must appoint the MT as soon as is reasonably practicable and in any event by **5pm on 29 December 2022** (or such longer period as the CMA may reasonably agree in writing, including via email) and the MT will continue to act until the completion of the divestment of the Divestment Business to the Proposed Purchaser to the satisfaction of the CMA in accordance with paragraph 2.1 of the UILs.
9. The appointment of a MT by the Parties is subject to the approval of the CMA as to the identity of the MT and the terms and conditions of appointment in their entirety and:
 - a. the name and contact details of the proposed MT and the draft terms and conditions of appointment must be notified to the CMA as soon as is reasonably practicable and in any event by **5pm on 22 December 2022**; and
 - b. once the MT has been approved by the CMA and appointed, the Parties must provide the CMA with a copy of the agreed terms and conditions of appointment within 5 working days.

Functions

10. The functions of the MT will be to:
 - a. ascertain and report to the CMA in relation to the current level of compliance by the Parties and their subsidiaries with the UILs;
 - b. assess and report to the CMA in relation to the arrangements made by the Parties for compliance with the UILs and what changes to those arrangements, if any, are necessary to protect the Divestment Business and to ensure the divestiture of the Divestment Business under the terms of the UILs;

- c. identify and supervise if necessary the arrangements made by the Parties for ensuring compliance with the UILs;
- d. monitor the overall divestiture process;
- e. identify risks and potential mitigations on (the timing of) the divestiture process;
- f. support the CMA as it may require in approving any Proposed Purchaser of the Divestment Business and approving the transaction documents required to give effect to the divestment of the Divestment Business including, for example, reviewing those documents, in accordance with the provisions of the UILs. Without prejudice to the right of the Parties and the Divestment Business to directly contact the CMA, the MT will respond to any questions which the Parties and the Divestment Business may have in relation to compliance with the UILs, in consultation with the CMA.

11. The MT must take such steps as it reasonably considers necessary in order to carry out his or her functions effectively, including requiring the provision of information or the production of documents relating to communications within and between the Parties' Businesses and the Divestment Business, such as written and electronic communications, telephone conversations and meetings as may be required.

12. The MT must comply with any requests made by the CMA for the purpose of ensuring the full and effective compliance by the Parties and their subsidiaries with the UILs.

Obligations of the Parties

13. During the term of the MT's appointment (in accordance with paragraphs 8 and 9 above), the Parties, and their respective Affiliates and their employees, officers, directors, advisers and consultants must cooperate fully with the MT, in particular by providing the MT with all cooperation, assistance and information as the MT may reasonably require in order to discharge its functions, including but not limited to:

- a. the provision of full and complete access to all personnel, books, records, documents, facilities and information of the Divestment Business and the Parties as the MT may reasonably require;
- b. the provision of such office and supporting facilities as the MT may reasonably require;

- c. where reasonably practicable, the Parties providing advance notice of, including advance sight of any agenda, and right to attend any proposed meeting relating to planned Transitional Arrangements;
 - d. compliance with any reasonable request by the MT to be copied into correspondence between the Parties which is relevant to compliance with the UILs, including but not limited to the Transitional Arrangements, and/or to enable the MT to fulfil his or her functions set out in these directions (save to the extent that such correspondence is protected by legal privilege).
14. If the Parties are in any doubt as to whether any action or communication would infringe the UILs, they are required to contact the MT for clarification. However, for the avoidance of doubt, the MT has no authority, express or implied, to consent to any variation of the UILs, and any opinion of the MT regarding an action or communication does not bind the CMA nor indicate that the CMA has approved or sanctioned the action or communication.
15. If any of the Parties or the Divestment Business have any reason to suspect that the UILs may have been breached, it must notify the MT and the CMA immediately.

Reporting functions

16. The MT is required to provide an initial report to the CMA **by no later than 13 January 2023**, giving details of any arrangements which have been, or should be, put in place to ensure compliance with the UILs, and including among others:
- a. details of the current extent of compliance with the UILs;
 - b. a description and assessment of the steps taken by the Parties and the Parties' future plans to ensure completion of the UILs;
 - c. description of the current arrangements made for the operation of the Divestment Business and for the preservation of the assets of the Divestment Business; and
 - d. recommendations as to what changes to those arrangements, if any, are necessary.
17. In addition to providing the initial report referred to in paragraph 16 above, the MT must provide a statement to the CMA **every two weeks thereafter** (or otherwise as required by the CMA) stating whether or not, in the MT's view, the Parties and their subsidiaries have and are complying with the UILs. At

the same time, the MT must provide the CMA with a report setting out the following:

- a. the basis for the MT's view that the UILs has or has not, as the case may be, been complied with and in particular whether:
 - i. anything has caused the MT to be concerned as to whether [the Parties have complied with the UILs, and if it has, whether those concerns have been resolved and why;
 - ii. the MT has any remaining doubts or uncertainties as to whether the Parties have complied with the UILs; and
 - iii. anything causes the MT to be concerned about a possible future breach of the UILs (whether deliberate or inadvertent);
 - b. details of the performance of the Divestment Business, including any factors that might indicate asset deterioration;
 - c. whether appropriate steps are being taken to maintain the Divestment Business as separate businesses and going concerns;
 - d. the extent to which the Parties have cooperated with the MT in its task of monitoring the Parties' compliance with the UILs and details of any aspects of the cooperation of the Parties and the Divestment Business that the MT considers could be improved;
 - e. the extent to which the MT considers that it is in an appropriate position to monitor the compliance of the Parties and the Divestment Business with the UILs and if there is anything that the MT considers would assist it in monitoring compliance;
 - f. any current or anticipated requests for consents under the terms of the UILs; and
 - g. the information the MT used to compile the report.
18. When providing reports to the CMA, the MT must ensure that it does not disclose any information or documents to the CMA which the Parties and the Divestment Business would be entitled to withhold from the CMA on the grounds of legal privilege and nothing in these directions requires the Parties and their subsidiaries to produce any information or documents to the MT which are legally privileged.
19. The MT must immediately notify the CMA in writing if it forms a reasonable suspicion that the UILs have been breached, or if the MT considers that it is no longer in a position to effectively carry out its functions. In that situation,

the MT must give reasons for this view, including any supporting evidence available (unless doing so would infringe the obligations referred to in paragraph 18 above).

20. All communications between the MT and the CMA (including the statements and reports referred to in paragraphs 16 and 7 above) are confidential and should not be disclosed to the Parties or their subsidiaries, save with the prior written consent of the CMA. The MT shall not disclose such communications to third parties.