



Registration of a Charge

Company name: **ZPG LIMITED**

Company number: **09005884**



X7JMAWFY

Received for Electronic Filing: **27/11/2018**

Details of Charge

Date of creation: **20/11/2018**

Charge code: **0900 5884 0001**

Persons entitled: **RBC EUROPE LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9005884

Charge code: 0900 5884 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2018 and created by ZPG LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2018 .

Given at Companies House, Cardiff on 29th November 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEED OF ACCESSION

THIS SUPPLEMENTAL DEED is made on 20 November 2018

BETWEEN:

- (1) Each of the companies listed in the Schedule hereto (each an "Acceding Company", and together the "Acceding Companies"); and
- (2) RBC Europe Limited (the "Security Agent").

WHEREAS

This Supplemental Deed is supplemental to a debenture dated 10 May 2018 and made between, inter alia, Zephyr Midco 2 Limited, Zephyr Bidco Limited and the Security Agent (the "Debenture").

IT IS AGREED and declared as follows:

1. DEFINITIONS

- 1.1 Words or expressions defined (including by reference) in the Debenture shall, unless otherwise defined herein, bear the same meaning in this Supplemental Deed (including the recital hereto).
- 1.2 The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply mutatis mutandis to this Supplemental Deed as if the same were set out in full herein.

2. ACCESSION OF THE ACCEDING COMPANY

- 2.1 By its execution of this Supplemental Deed, each Acceding Company unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the terms and provisions of the Debenture as if it were an original party thereto as one of the Charging Companies.
- 2.2 Without prejudice to the generality of sub-clause 2.1, each Acceding Company hereby:
 - (a) (jointly and severally with the other Charging Companies) covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture; and
 - (b) mortgages, charges and assigns to the Security Agent for the payment and discharge of all monies and liabilities hereby, or by the Debenture, covenanted to be paid or discharged by it, its assets and undertaking on the terms set out in clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Debenture (in each case subject to the terms of clause 3.4 of the Debenture (*Excluded Assets*)).
- 2.3 The Security Agent (on behalf of itself and each other party to the Debenture) hereby consents to the accession of each Acceding Company to the Debenture on the terms of Clause 2.1 and 2.2 of this Supplemental Deed and agrees that the Debenture shall hereafter be read and construed as if each Acceding Company had been an original party to the Debenture in

the capacity of a Charging Company (but so that the security created on this accession will be created on the date of this Supplemental Deed).

- 2.4 Each Acceding Company expressly acknowledges and confirms and agrees to each of the matters referred to in Clause 1.6 of the Debenture (*Obligations secured by this Debenture*).

3. INTERPRETATION

This Supplemental Deed shall hereafter be read as one with the Debenture, so that all references in the Debenture to this Debenture, herein and similar expressions shall include references to this Supplemental Deed.

4. DELIVERY

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated.

5. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Deed.

6. THIRD PARTY RIGHTS

A person who is not a party to this Supplemental Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Deed.

7. GOVERNING LAW

This Supplemental Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL DEED has been signed on behalf of the Security Agent and executed as a deed by each Acceding Company and is delivered by it on the date specified above.

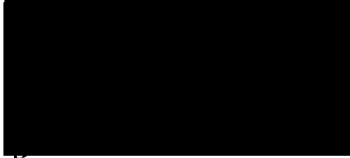
Schedule

Acceding Guarantor	Jurisdiction	Registered Number
ZPG Limited	England & Wales	09005884
Zoopla Limited	England & Wales	06074771
uSwitch Limited	England & Wales	03612689
Hometrack.co.uk Limited	England & Wales	03932840
Hometrack Data Systems Limited	England & Wales	04622244
Dot Zinc Holdings Limited	England & Wales	04738194
Dot Zinc Limited	England & Wales	04093922
ZPG Property Services Holdings UK Limited	England & Wales	11632420
ZPG Comparison Services Holdings UK Limited	England & Wales	11632556

SIGNATORIES

The Acceding Company

EXECUTED as a DEED by
ZPG Limited



Director

Name: Andrew Botha

in the presence of



Signature of witness

Angela Chow

Name of witness

Cooperage

Address of witness

5 Copper Row,

London,

SE1 2LH

Solicitor

Occupation of witness

Address: ZPG Limited, The Cooperage, 5 Copper Row, London, SE1 2LH

Fax: N/A

Attention: Andrew Botha

The Acceding Company

EXECUTED as a DEED by
Zoopla Limited



Director

Name: Andrew Botha

in the presence of



Signature of witness

Angela Chow

Name of witness

Cooperage

Address of witness

5 Copper Row,

London,

SE1 2LH

Solicitor

Occupation of witness

Address: ZPG Limited, The Cooperage, 5 Copper Row, London, SE1 2LH

Fax: N/A

Attention: Andrew Botha

The Acceding Company

EXECUTED as a DEED by
uSwitch Limited

[Redacted Signature]

Director

Name: Andrew Botha

in the presence of

[Redacted Signature]

Signature of witness

Angela Chow

Name of witness

Cooperage

Address of witness

5 Copper Row,

London,

SE1 2LH

Solicitor

Occupation of witness

Address: ZPG Limited, The Cooperage, 5 Copper Row, London, SE1 2LH

Fax: N/A

Attention: Andrew Botha

The Acceding Company

EXECUTED as a DEED by
Hometrack.co.uk Limited

[Redacted Signature]

Director

Name: Andrew Botha
in the presence of

[Redacted Signature]

Signature of witness

Angela Chow

Name of witness

Cooperage

Address of witness

5 Copper Row,

London,

SE1 2LH

Solicitor

Occupation of witness

Address: ZPG Limited, The Cooperage, 5 Copper Row, London, SE1 2LH

Fax: N/A

Attention: Andrew Botha

The Acceding Company

EXECUTED as a DEED by
Hometrack/Data Systems Limited

 Director

Name: Andrew Botha
in the presence of

 Signature of witness

Angela Chow Name of witness

Cooperage Address of witness

5 Copper Row,

London,

SE1 2LH

Solicitor Occupation of witness

Address: ZPG Limited, The Cooperage, 5 Copper Row, London, SE1 2LH

Fax: N/A

Attention: Andrew Botha

The Acceding Company

EXECUTED as a DEED by
Dot Zinc Holdings Limited

[Redacted] Director

Name: Andrew Botha
in the presence of

[Redacted] Signature of witness

Angela Chow Name of witness

Cooperage Address of witness

5 Copper Row,

London,

SE1 2LH

Solicitor Occupation of witness

Address: ZPG Limited, The Cooperage, 5 Copper Row, London, SE1 2LH

Fax: N/A

Attention: Andrew Botha

The Acceding Company

EXECUTED as a DEED by
Dot Zinc Limited

[Redacted] Director

Name: Andrew Botha

in the presence of

[Redacted] Signature of witness

Angela Chow Name of witness

Cooperage Address of witness

5 Copper Row,

London,

SE1 2LH

Solicitor Occupation of witness

Address: ZPG Limited, The Cooperage, 5 Copper Row, London, SE1 2LH

Fax: N/A

Attention: Andrew Botha

The Acceding Company

EXECUTED as a DEED by
ZPG Property Services Holdings UK Limited

[Redacted] Director

Name: Andrew Botha

in the presence of

[Redacted] Signature of witness

Angela Chow Name of witness

Cooperage Address of witness

5 Copper Row,

London,

SE1 2LH

Solicitor Occupation of witness

Address: ZPG Limited, The Cooperage, 5 Copper Row, London, SE1 2LH

Fax: N/A

Attention: Andrew Botha

The Acceding Company

EXECUTED as a DEED by
ZPG Comparison Services Holdings UK Limited

[Redacted] Director

Name: Andrew Botha

in the presence of

[Redacted] Signature of witness

Angela Chow Name of witness

Cooperage Address of witness

5 Copper Row,

London,

SE1 2LH

Solicitor Occupation of witness

Address: ZPG Limited, The Cooperage, 5 Copper Row, London, SE1 2LH

Fax: N/A

Attention: Andrew Botha

The Security Agent

Signed by

RBC Europe Limited

By:

Name:



JOHNSON TSE
AUTHORISED SIGNATORY

By:

Name:



David Heyes
Authorised Signatory

Address: **Riverbank House, 2 Swan Lane, London, EC4R 3BF**

Fax: **0207 029 7914**

Attention: **Manager Loans Agency**