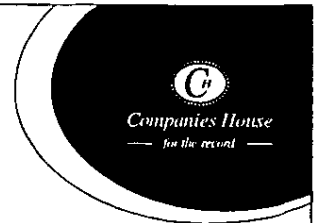


MG01

Particulars of a mortgage or charge

302838/13



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



A37 *A21MC0U8* 06/02/2013 #49
COMPANIES HOUSE

1 Company details

Company number 06557145

Company name in full Hungryhouse Holdings Limited

For official use



Filing in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 30/01/2013

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture (the "Debenture") dated 30 January 2013 and entered into between Hungryhouse
Holdings Limited (the "Company") and Kreos Capital IV (Luxembourg) SARL (the "Lender")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All indebtedness, liabilities and obligations which are now or may at
any time in the future be due, owing or incurred by the Company to
the Lender in any manner whatsoever, whether actual or contingent
and whether owed jointly or severally, as principal or surety under or
in connection with the Guarantee Agreement (as defined below), any
other document guaranteeing or creating security for or supporting
the obligations of the Company to the Lender in connection with the
Loan Agreement (as defined below) or Guarantee Agreement, or the
Debenture (including without limitation, those arising under Clause
19.2 of the Debenture) together with all interest (including without
limitation default interest) accruing in respect of those liabilities and
monies (the "Secured Obligations")

Continuation page
Please use a continuation page if
you need to enter more details.

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Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if you need to enter more details.
Name	Kreos Capital IV (Luxembourg) SARL	
Address	9A boulevard Prince Henri	
	L-1724 Luxembourg	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details.
Short particulars	<p>1 Pursuant to Clause 4 1 of the Debenture, the Company charges and agrees to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company or in which the Company from time to time has an interest</p> <p>(1) by way of first legal mortgage all freehold, leasehold or other immovable property now vested in or charged to the Company, including the property listed in Schedule 1 to the Debenture,</p> <p>(2) by way of first fixed charge</p> <p>(a) all other freehold, leasehold and other immovable property now or in the future belonging to the Company (and not charged by paragraph 1(1) above),</p> <p>(b) all plant and machinery now or in the future belonging to the Company other than fixed plant and machinery charged under paragraphs (1)(1) and 1(2)(a) above,</p> <p>(c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to all freehold, leased or other immovable property charged under the Debenture,</p> <p>(d) all computers, vehicles, office equipment and other equipment,</p> <p>(e) all cash of the Company and all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person,</p> <p>(f) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Security Asset (as defined below), and all rights in connection with them,</p> <p>CONTINUED ON THE CONTINUATION PAGE</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(g) all Receivables (as defined below),</p> <p>(h) the Securities (as defined below),</p> <p>(h) the goodwill of the Company and its uncalled capital both present and future,</p> <p>(i) all Intellectual Property (as defined below), and</p> <p>(j) all policies and contracts of insurance issued or entered into for the benefit of or by the Company and all rights, claims and interests which the Company has from time to time in any such policy or contract</p> <p>2 Pursuant to Clause 4 2 of the Debenture, the Company assigns and agrees to assign absolutely to the Lender (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such consent has been granted) and subject to a proviso for reassignment on redemption in accordance with Clause 18 of the Debenture, the benefit of all its right, title and interest to, in and under all present and future</p> <p>(a) Receivables,</p> <p>(b) goodwill of the Company and its uncalled capital both present and future,</p> <p>(c) Intellectual Property, and</p> <p>(d) policies and contracts of insurance issued or entered into for the benefit of or by the Company and all rights, claims and interests which the Company has from time to time in any such policy or contract</p> <p>3 Pursuant to Clause 4 3 of the Debenture, to the extent not validly and effectively charged by way of first mortgage pursuant to paragraph 1(1) above or fixed charge pursuant to paragraph 1(2) above or effectively assigned pursuant to paragraph 2 above, the Company by way of first floating charge charges the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future</p> <p>4 Pursuant to Clause 4 4 of the Debenture, the Lender may, in its sole discretion, at any time convert the floating charge by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice</p> <p>CONTINUED ON THE NEXT CONTINUATION PAGE</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>5 Pursuant to Clause 4 5 of the Debenture, the floating charge created by paragraph 3 above shall, unless otherwise agreed in writing by the Lender automatically, immediately and without notice be converted into a fixed charge over the relevant Security Assets in the event that (i) the Company shall create or permit to subsist any Security Interest (as defined below) other than Permitted Security (as defined below) or a trust in favour of another person on all or any part of the Security Assets, (ii) if any third party levies (or attempts to levy) any distress, attachment, execution or other legal process against all or any part of the Security Assets that are subject to the floating charge, (iii) the Company disposes or attempts to dispose of, all or any part of the Security Assets (other than Security Assets that are only subject to the floating charge while it remains uncrystallised), (iv) a receiver is appointed over all or any of the Security Assets that are subject to the floating charge, or (v) the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Company</p> <p>6 Pursuant to Clause 4 6 of the Debenture, any assets acquired by the Company after crystallisation of the floating charge created under the Debenture, which, but for that crystallisation, would be subject to a floating charge under the Debenture, shall (unless the Lender confirms otherwise to the Company in writing) be charged to the Lender by way of first fixed charge</p> <p>7 Pursuant to Clause 4 8 of the Debenture, the security from time to time constituted by or pursuant to the Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the Secured Obligations hereby secured No prior security held by the Lender over the whole or any part of the Security Assets shall merge in the security created hereby or pursuant to the Debenture which will remain in full force and effect as a continuing security until discharged by the Lender</p> <p>8 Pursuant to Clause 4 9 of the Debenture, there shall be excluded from the charge created by paragraph 1 above and from the operation of Clause 16 of the Debenture any leasehold property held by the Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Company from creating any Security Interest over its leasehold interest in that property (each an Excluded Property) until the relevant condition or waiver has been satisfied or obtained</p> <p>9 Pursuant to Clause 5 1 of the Debenture, the Company shall not without the prior written consent of the Lender</p> <p>(a) create or permit to subsist any Security Interest on or in relation to the Security Assets other than the Debenture and any Permitted Security,</p> <p>(b) save in the normal course of trading at not less than market value sell, assign, transfer, lease, lend or otherwise dispose of in any manner (or purport to do so), the whole or any part of or any interest in the Security Assets (whether by a single transaction or a number of transactions and whether related or not) or enter into any agreement or grant any option for any such sale, assignment, transfer, lease, loan or other disposal,</p> <p>CONTINUED ON THE NEXT CONTINUATION PAGE</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) part with possession of any freehold or leasehold property (including the real property), grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture and being an agent of the Company and the Lender may grant or accept surrenders of leases without restriction</p> <p>10 Pursuant to Clause 6 1 11 of the Debenture, the Company shall not, except with the prior written consent of the Lender, or in the ordinary course of business, enter into any onerous or restrictive obligation affecting any of the Security Assets</p> <p>11 Pursuant to Clause 6 1 12 of the Debenture, the Company shall not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets or the effectiveness of the security created by the Debenture (or make any omission which has such an effect)</p> <p>12 Pursuant to Clause 6 1 13 of the Debenture, the Company shall not sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables and all licence fees, royalties and other monies deriving from its Intellectual Property without the prior written consent of the Lender and must collect all Receivables and all licence fees, royalties and other monies deriving from its Intellectual Property promptly in the ordinary course of trading as agent for the Lender</p> <p>13 Pursuant to Clause 6 1 26 of the Debenture, the Company shall not, permit any Intellectual Property to be abandoned, cancelled or to lapse, except with the prior written consent of the Lender</p> <p>14 Pursuant to Clause 16 of the Debenture, the Company shall at its own cost and whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may reasonably require from time to time over any property or assets specified by the Lender for the purpose of perfecting security to the Lender for the payment and discharge of the Secured Obligations secured by the Debenture</p> <p>The following terms are defined</p> <p>"Finance Documents" means the Loan Agreement (as defined below), the Debenture, the Guarantee Agreement, the Initial Security Documents (as defined below) and any other applicable document creating a Security Interest (as defined below) in favour of the Lender,</p> <p>"Guarantee Agreement" means the guarantee between the Lender and the Company of even date, as amended, resolved, supplemented, or replaced from time to time,</p> <p>"Initial Security Documents" means the security documents listed in Schedule B to the Loan Agreement and dated on or about the date of the Loan Agreement,</p> <p>CONTINUED ON THE NEXT CONTINUATION PAGE</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Intellectual Property" means all legal and beneficial interests of the Company (in any part of the world) in present and future inventions, improvements, modifications, processes, formulae, know-how, models, prototypes, sketches, drawings, plans, business names, licences, patents, patent applications, trademarks, service marks, designs and any other intellectual property rights of every kind whether or not registered, together with all applications and rights to apply for registration, choses in action and claims and all fees, royalties and other rights of every kind deriving from them now or in the future belonging to the Company, including without limitation the intellectual property specified in Schedule 2 to the Debenture,</p> <p>"Loan Agreement" means the loan facility agreement between the Lender and the Parent (as defined below) dated on around the date of the Debenture, as amended, restated, supplemented or replaced from time to time,</p> <p>"Parent" means Delivery Hero Holding GmbH,</p> <p>"Permitted Security" means (i) any Security Interest created in favour of the Lender under the Finance Documents (as defined above), (ii) any Security Interest referred to in clause 8.1.20 of the Loan Agreement, and (iii) any Security Interest permitted by the Lender in writing from time to time,</p> <p>"Receivables" means all present and future book debts and other debts, rentals, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with (a) the benefit of all rights, guarantees, securities and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar association rights) and (b) all proceeds of any of the foregoing,</p> <p>"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment by way of security or otherwise, trust arrangement, title retention or encumbrance or enforceable right of a third party, any other type of security interest or preferential arrangement having a similar effect to any of the foregoing or in the nature of security of any kind whatsoever and in any jurisdiction,</p> <p>"Securities" means all stocks, shares, loan capital, bonds and other securities now or in the future belonging to the Company (either legally or beneficially) and whether or not marketable, together with all dividends and all other rights deriving from them from time to time, and</p> <p>"Security Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Debenture</p>	

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Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X 

For and on behalf of Bird & Bird LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Alex Gest**

Company name **Bird & Bird LLP**

Address **15 Fetter Lane**

Post town **London**

County/Region

Postcode **E C 4 A 1 J P**

Country **UK**

DX **119 London / Chancery Lane**

Telephone **020 7415 6000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6557145
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JANUARY
2013 AND CREATED BY HUNGRYHOUSE HOLDINGS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO KREOS CAPITAL IV (LUXEMBOURG) SARL
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 6 FEBRUARY
2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY
2013**

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

