
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): June 15, 2021

GRUBHUB INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware (State or Other Jurisdiction of Incorporation)	001-36389 (Commission File Number)	46-2908664 (IRS Employer Identification No.)
111 W. Washington Street, Suite 2100, Chicago, Illinois (Address of Principal Executive Offices)		60602 (Zip Code)

Registrant's Telephone Number, Including Area Code: (877) 585-7878

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	GRUB	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Introductory Note

This Current Report on Form 8-K is being filed in connection with the consummation, on June 15, 2021 (the “Closing Date”), of the Mergers (as defined below) pursuant to that certain Agreement and Plan of Merger, dated June 10, 2020 (the “Initial Merger Agreement”), by and among Grubhub Inc., a Delaware corporation (“Grubhub” or the “Company”), Just Eat Takeaway.com N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (“Just Eat Takeaway.com”), Checkers Merger Sub I, Inc., a Delaware corporation and wholly owned subsidiary of Just Eat Takeaway.com (“Merger Sub”), and Checkers Merger Sub II, Inc., a Delaware corporation and wholly owned subsidiary of Just Eat Takeaway.com (“Merger Sub II” and together with Merger Sub, the “Merger Subs”), as amended by that certain First Amendment to the Merger Agreement, by and among Just Eat Takeaway.com, the Merger Subs and the Company, dated September 4, 2020 (the “First Amendment”), and by that certain Second Amendment to the Merger Agreement, by and among Just Eat Takeaway.com, the Merger Subs and the Company, dated March 12, 2021 (the “Second Amendment” and, together with the Initial Merger Agreement and the First Amendment, the “Merger Agreement”). Pursuant to the terms of the Merger Agreement, on the Closing Date, (i) Merger Sub merged with and into the Company (the “Initial Merger”), with the Company continuing as the surviving company in the Initial Merger (the “Initial Surviving Company”), and (ii) immediately thereafter, the Initial Surviving Company merged with and into Merger Sub II (the “Subsequent Merger” and, together with the Initial Merger, the “Mergers”), with Merger Sub II continuing as the surviving company.

Item 1.01. Entry into a Material Definitive Agreement.

On the Closing Date, in connection with the closing of the Initial Merger, Merger Sub II, Grubhub Holdings Inc. and Wilmington Trust, National Association, as trustee (the “Trustee”) entered into a Supplemental Indenture (the “Supplemental Indenture”) to that certain Indenture, dated as of June 10, 2019, among Grubhub Holdings Inc. (the “Issuer” or “Holdings”), the Company, the guarantors party thereto and the Trustee (the “Indenture”), which established and provided for the issuance of 5.500% senior notes due 2027 (the “Notes”). The Notes mature on July 1, 2027. Pursuant to the terms of the Supplemental Indenture, Merger Sub II assumed all of the obligations of the Company under the Indenture and the Notes, including, without limitation, the payment of the principal of and any premium and interest on the Notes, as applicable, and the performance of every covenant of the Indenture and the Notes on the part of the Company.

The foregoing description of the Indenture, the Supplemental Indenture and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Indenture, which was filed as Exhibit 4.1 to the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission (the “SEC”) on June 10, 2019, and the Supplemental Indenture, a copy of which is attached as Exhibit 4.1 hereto, and each of which is incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement.

On June 14, 2021, in connection with the anticipated completion of the Initial Merger, the Company paid all amounts owing under the Credit Agreement, dated as of February 6, 2019, by and among the Company, Grubhub Holdings Inc., Citibank, N.A., as administrative agent, Citibank, N.A., BMO Capital Markets Corp. and Merrill Lynch, Pierce Fenner & Smith Incorporated, as joint lead arrangers and joint bookrunners, and the other lenders party thereto (as amended by that certain Amendment No. 1 to the Credit Agreement, dated as of May 8, 2020, by and among the Company, Grubhub Holdings Inc., Citibank N.A., as administrative agent, and the lenders party thereto, the “Credit Agreement”, and such payment, the “Payoff”). In connection with the Payoff, all commitments and obligations under the Credit Agreement were repaid, satisfied and discharged in full (other than contingent obligations and such other obligations which expressly survive the Payoff).

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
4.1	<u>Supplemental Indenture, dated as of June 15, 2021, by and among Checkers Merger Sub II, Inc., Grubhub Holdings Inc. and Wilmington Trust, National Association, as trustee.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: June 15, 2021

GRUBHUB INC.

/s/ Adam DeWitt

Adam DeWitt

President and Chief Financial Officer

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE, (this “Supplemental Indenture”) dated as of June 15, 2021 by and among Checkers Merger Sub II, Inc., a Delaware corporation and wholly owned subsidiary of Parent (as defined below) (the “Successor Entity”), Grubhub Holdings Inc., as Issuer, and Wilmington Trust, National Association, a national banking association, as Trustee under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, each of the Issuer, Grubhub Inc. (the “Predecessor Company”), the Guarantors named therein and the Trustee have heretofore executed and delivered an indenture dated as of June 10, 2019 among the Issuer, the Guarantors named therein and the Trustee (as further amended, supplemented, waived or otherwise modified, the “Indenture”), providing for the issuance of an aggregate principal amount of \$500.0 million of 5.500% Senior Notes due 2027 of the Issuer (the “Notes”);

WHEREAS, the Predecessor Company entered into an Agreement and Plan of Merger dated as of June 10, 2020, as amended on September 4, 2020 and March 12, 2021 (the “Merger Agreement”), with Just Eat Takeaway.com N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the “Parent”), Checkers Merger Sub I, Inc., a Delaware corporation and wholly owned Subsidiary of Parent (“Merger Sub”) and the Successor Entity;

WHEREAS, pursuant to the Merger Agreement, and subject to the terms and conditions thereof, on June 15, 2021, Merger Sub will merge with and into the Predecessor Company (such merger, the “Initial Merger”), with the Predecessor Company as the surviving corporation in the Initial Merger (the “Initial Surviving Company”), and, immediately following the Initial Merger, the Initial Surviving Company will merge with and into the Successor Entity (such merger, the “Subsequent Merger” and the time at which the Subsequent Merger becomes effective, the “Second Effective Time”), with the Successor Entity as the surviving corporation in the Subsequent Merger;

WHEREAS, pursuant to Section 4.1(a)(1) of the Indenture, in connection with the consummation of the Subsequent Merger, the Successor Entity is required to assume, by supplemental indenture, all obligations of the Predecessor Company under the Notes and the Indenture;

WHEREAS, pursuant to Section 9.1 of the Indenture, the Issuer, any Guarantor (with respect to its Guarantee or the Indenture) and the Trustee are authorized to execute and deliver a supplemental indenture to comply with Section 4.1 of the Indenture without the consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Successor Entity, the Issuer and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I

DEFINITIONS

Section 1.1. *Defined Terms.* As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular Section hereof.

ARTICLE II

AGREEMENT TO BE BOUND; ASSUMPTION

Section 2.1. *Assumption.* The Successor Entity hereby expressly assumes (the “Assumption”) all of the obligations and agreements of the Predecessor Company, as the “Company”, under the Notes and the Indenture and hereby succeeds to, and is substituted for, and may exercise every right and power of, the Predecessor Company under the Indenture and the Notes, and all references to the “Company” in the Indenture and the Notes shall be deemed to be references to the Successor Entity.

ARTICLE III

MISCELLANEOUS

Section 3.1. *Effectiveness of Supplemental Indenture.* This Supplemental Indenture shall become effective as of the Second Effective Time.

Section 3.2. *Notices.* All notices and other communications to the Successor Entity shall be given as provided in the Indenture to such Successor Entity, at the addresses set forth below, with a copy to the Issuer as provided in the Indenture for notices to the Issuer.

Just Eat Takeaway.com N.V.
Oosterdoksstraat 80
1011 DK Amsterdam
The Netherlands
+31 (0)20 210 7000

Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808
County of New Castle
(Address of registered agent of Successor Entity)

Section 3.3. *Parties.* Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

Section 3.4. *Governing Law.* This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.5. *Severability.* In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 3.6. *Benefits Acknowledged.* The Successor Entity’s Assumption set forth herein is subject to the terms and conditions set forth in the Indenture. The Successor Entity acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the obligations and agreements assumed by it pursuant to this Supplemental Indenture are knowingly made in contemplation of such benefits.

Section 3.7. *Ratification of Indenture; Supplemental Indentures Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Upon the execution and delivery of this Supplemental Indenture by the Successor Entity, the Issuer and the Trustee, the Indenture shall be

supplemented and amended in accordance herewith, and this Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. All the provisions of this Supplemental Indenture shall thereby be deemed to be incorporated in, and a part of, the Indenture, and the Indenture, as supplemented and amended by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.8. *The Trustee*. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

Section 3.9. *Counterparts*. The parties hereto may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 3.10. *Execution and Delivery*. The Successor Entity agrees that its Guarantee shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of any such Guarantee.

Section 3.11. *Headings*. The headings of the Articles and the Sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

CHECKERS MERGER SUB II, INC.,
as the Successor Entity

By: /s/ Adam DeWitt
Name: Adam DeWitt
Title: President and Chief Financial Officer

GRUBHUB HOLDINGS INC.

By: /s/ Adam DeWitt
Name: Adam DeWitt
Title: President and Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Nedine P. Sutton
Name: Nedine P. Sutton
Title: Vice President

[Signature Page to the First Supplemental Indenture]