

# STEALTH BIOTHERAPEUTICS CORP

## FORM F-1/A

(Securities Registration (foreign private issuer))

Filed 02/14/19

Telephone	617-600-6888
CIK	0001696396
Symbol	MITO
SIC Code	2834 - Pharmaceutical Preparations
Industry	Biotechnology & Medical Research
Sector	Healthcare
Fiscal Year	12/31

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

**AMENDMENT NO. 4**

**to  
FORM F-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**STEALTH BIOTHERAPEUTICS CORP**

(Exact name of registrant as specified in its charter)

**N/A**

(Translation of Registrant's Name into English)

**Cayman Islands**  
(State or other jurisdiction of  
incorporation or organization)

**2834**  
(Primary Standard Industrial  
Classification Code Number)

**Not Applicable**  
(I.R.S. Employer  
Identification No.)

**Stealth BioTherapeutics Corp  
c/o Intertrust Corporate Services (Cayman) Limited  
190 Elgin Avenue, George Town  
Grand Cayman  
KY1-9005 Cayman Islands**  
(Address, including zip code, and telephone number, including  
area code, of registrant's principal executive offices)

**Stealth BioTherapeutics Inc.  
275 Grove Street, Suite 3-107  
Newton, MA 02466  
(617) 600-6888**  
(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

**Copies to:**

**Steven D. Singer, Esq.  
Rosemary G. Reilly, Esq.  
Christopher D. Barnstable-Brown, Esq.  
Wilmer Cutler Pickering Hale and Dorr LLP  
60 State Street  
Boston, MA 02109  
Telephone: (617) 526-6000**

**Brent B. Siler, Esq.  
Divakar Gupta, Esq.  
Richard C. Segal, Esq.  
Cooley LLP  
1114 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 479-6000**

**Approximate date of commencement of proposed sale to the public:  
As soon as practicable after this Registration Statement is declared effective.**

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging Growth Company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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 7(a)(2)(B) of the Securities Act.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

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#### EXPLANATORY NOTE

This Amendment No. 4 ("Amendment No. 4") to Registration Statement on Form F-1 (File No. 333-229097) of Stealth BioTherapeutics Corp (the "Registration Statement") is being filed solely for the purpose of filing Exhibit 10.17 and updating Item 8 of the Registration Statement accordingly. This Amendment No. 4 does not modify any provision of the prospectus that forms a part of the Registration Statement. Accordingly, such prospectus has been omitted.

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 6. Indemnification of Directors and Officers.**

Every director and officer is indemnified and secured harmless out of the assets and funds of the Company against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such director or officer in or about the conduct of the Company's affairs or in the execution of such director or officer's duties, powers, authorities or discretions, including any costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether Cayman Islands or elsewhere.

**Item 7. Recent Sales of Unregistered Securities.**

Set forth below is information regarding ordinary shares, preferred shares, share options, and warrants to purchase shares issued by us within the past three years that were not registered under the Securities Act. Also included is the consideration received by us for such securities and information relating to the section of the Securities Act, or rule of the Securities and Exchange Commission, under which exemption from registration was claimed. All of the securities described below are deemed restricted securities for purposes of the Securities Act. All certificates representing the issued shares of share capital described in this Item 7 included appropriate legends setting forth that the securities have not been registered and the applicable restrictions on transfer.

Except as otherwise indicated herein or as the context otherwise requires, references below to "Stealth," "the Company," "we," "us" and "our" refer to Stealth BioTherapeutics Corp and its consolidated subsidiaries, or any one or more of them as the context may require.

Since January 1, 2016, we have issued the following unregistered securities:

**(a) Share option grants and option exercises**

We granted options to purchase an aggregate of 8,764,139 ordinary shares, with exercise prices ranging from \$1.14 to \$2.22 per share, pursuant to our 2006 share incentive plan, as amended. We issued an aggregate of 16,139 ordinary shares upon the exercise of options for aggregate consideration of \$10,476.

In October 2018, we reduced the exercise price per share of an aggregate of 385,833 options granted in June 2018 from \$2.22 per share to \$1.53 per share.

No underwriters were involved in the foregoing issuances of securities. The issuances of share options and the ordinary shares issued upon the exercise of the options described in this paragraph (a) of Item 7 were issued pursuant to written compensatory plans or arrangements with our employees, directors and consultants, in reliance on the exemption provided by Rule 701 promulgated under the Securities Act, or pursuant to Section 4(a)(2) under the Securities Act, relative to transactions by an issuer not involving any public offering, to the extent an exemption from such registration was required. All recipients either received adequate information about us or had access, through employment or other relationships, to such information.

**(b) Convertible Promissory Note Issuances**

Between February 2017 and January 2019, we issued convertible notes in an aggregate principal amount of \$132.4 million. The notes are convertible into shares of our preferred shares or ordinary shares upon the occurrence of certain qualified financings.

No underwriters were involved in the issuance of these securities. The convertible securities described in this paragraph (b) of Item 7 were issued to investors in reliance upon the exemption from the registration requirements of the Securities Act provided under Regulation D promulgated under the Securities Act, or pursuant to Section 4(a)(2) under the Securities Act, relating to transactions by an issuer not involving any public offering. Each recipient of the security in the transaction described above represented that it was an accredited investor and was acquiring the security for its own account for investment purposes only and not with a view to the public resale or distribution thereof and that it could bear the risks of the investment and could hold the security for an indefinite period of time, and appropriate legends were affixed to the instrument representing the security issued in such transaction.

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**(c) Warrant Issuances**

In January 2017, we issued a warrant to purchase up to 231,989 ordinary shares to a consultant at an exercise price of \$1.38 per share.

In June 2017, in connection with our entry into a loan agreement, we issued to a lender a warrant, which was amended and restated in June 2018. The warrant is exercisable for that number of our shares equal to the quotient determined by dividing (a) \$500,000 plus an amount equal to 2.5% of any amount drawn under specified tranches of the loan agreement by (b) an exercise price equal to (i) \$2.30769 in the event the shares issuable are Series A preferred shares or (ii) if the shares issuable are next round securities, the price per share of such next round securities. The warrant holder may elect whether to exercise the warrant for shares of Series A convertible preferred shares or next round securities.

No underwriters were involved in the issuance of these warrants. The issuance of the warrants described in this paragraph (c) of Item 7 were issued to investors in reliance upon the exemption from the registration requirements of the Securities Act provided under Regulation D promulgated under the Securities Act, or pursuant to Section 4(a)(2) under the Securities Act, relating to transactions by an issuer not involving any public offering. Each recipient of the security in the transaction described above represented that it was an accredited investor and was acquiring the security for its own account for investment purposes only and not with a view to the public resale or distribution thereof and that it could bear the risks of the investment and could hold the security for an indefinite period of time, and appropriate legends were affixed to the instrument representing the security issued in such transaction.

**(d) Warrant Exercise**

In December 2009, in connection with our preferred share financing, we issued a warrant to purchase an aggregate of 333,333 ordinary shares. In November 2016, the holder exercised this warrant, pursuant to which 333,333 ordinary shares were issued for an aggregate exercise price of \$10,000.

No underwriters were involved in the foregoing issuance of securities. The issuance of the warrant described in this paragraph (d) of Item 7 was issued to an investor in reliance upon the exemption from the registration requirements of the Securities Act provided under Regulation D promulgated under the Securities Act, or pursuant to Section 4(a)(2) under the Securities Act, relating to transactions by an issuer not involving any public offering. The recipient of securities in the transaction described above represented that it was an accredited investor and was acquiring the securities for its own account for investment purposes only and not with a view to the public resale or distribution thereof and that it could bear the risks of the investment and could hold the securities for an indefinite period of time, and appropriate legends were affixed to the instrument representing such securities issued in such transaction.

**Item 8. Exhibits and Financial Statement Schedules.**

**(a) Exhibits.**

The exhibits to the registration statement are listed in the Exhibit Index attached hereto and incorporated by reference herein.

**(b) Financial Statement Schedules.**

No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or notes.

**Item 9. Undertakings.**

(a) The undersigned registrant hereby undertakes to provide to the underwriter, at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in

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the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

## EXHIBIT INDEX

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION OF EXHIBIT</u>
1.1**	<a href="#">Form of Underwriting Agreement</a>
3.1**	<a href="#">Memorandum and Articles of Association of the Registrant, as amended</a>
3.2**	<a href="#">Form of Articles of Association of the Registrant (to be effective prior to the closing of this offering)</a>
4.1**	<a href="#">Form of Deposit Agreement among Registrant, Citibank, N.A., as depositary, and all Owners and Holders of ADSs issued thereunder</a>
4.2**	<a href="#">Form of American Depositary Receipt (included in Exhibit 4.1)</a>
4.3**	<a href="#">Warrant Agreement, dated June 30, 2017, by and between the Company and Hercules Capital Inc., as amended and restated on June 7, 2018</a>
5.1**	<a href="#">Opinion of Walkers</a>
8.1**	<a href="#">Tax Opinion of Wilmer Cutler Pickering Hale and Dorr LLP</a>
10.1**	<a href="#">2006 Share Incentive Plan, as amended</a>
10.2**	<a href="#">Form of Incentive Option Agreement under 2006 Share Incentive Plan, as amended</a>
10.3**	<a href="#">Form of Nonstatutory Option Agreement under 2006 Share Incentive Plan, as amended</a>
10.4**	<a href="#">2019 Share Incentive Plan</a>
10.5**	<a href="#">Form of Share Option Agreement under 2019 Share Incentive Plan</a>
10.6**	<a href="#">Form of Restricted Share Agreement under 2019 Share Incentive Plan</a>
10.7**	<a href="#">Form of Director and Officer Indemnification Agreement by and between the Registrant and each of its officers and directors</a>
10.8†**	<a href="#">Exclusive License Agreement, dated April 20, 2006, among the Company, Cornell Research Foundation, Inc. and Institut de recherches cliniques de Montréal, as amended by First Amendment to Exclusive License Agreement dated October 7, 2010</a>
10.9†**	<a href="#">Exclusive License Agreement, dated November 22, 2010, between the Company and Cornell University</a>
10.10†**	<a href="#">Exclusive License Agreement, dated November 3, 2011, by and between the Company and Cornell University</a>
10.11†**	<a href="#">Exclusive License Agreement, dated December 27, 2012, by and between the Company and Cornell University</a>
10.12†**	<a href="#">Exclusive License Agreement, dated August 12, 2013, by and between the Company and Cornell University</a>
10.13**	<a href="#">Office Lease Agreement, dated October 31, 2014, by and between the Company and Hines Global REIT Riverside Center, LLC</a>
10.14**	<a href="#">Amendment Agreement by and between the Company and Danforth Advisors, LLC, dated as of June 13, 2018</a>
10.15**	<a href="#">Loan and Security Agreement, dated June 30, 2017, by and between the Company and Hercules Capital Inc., as amended on March 12, 2018, July 26, 2018 and October 10, 2018</a>
10.16**	<a href="#">2019 Employee Share Purchase Plan</a>
10.17	<a href="#">First Amendment to Lease dated as of January 31, 2019 by and between the Company and Hines Global REIT Riverside Center LLC</a>
21.1**	<a href="#">Subsidiaries of the Registrant</a>
23.1**	<a href="#">Consent of Deloitte &amp; Touche, LLP, independent registered public accounting firm</a>

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**EXHIBIT  
NUMBER**

**DESCRIPTION OF EXHIBIT**

23.2**	<a href="#">Consent of Walkers (included in Exhibit 5.1)</a>
23.3**	<a href="#">Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 8.1)</a>
24.1**	<a href="#">Power of Attorney (included on signature page)</a>

\*\* Previously filed.

† Confidential treatment requested as to certain portions, which portions have been omitted and filed separately with the Securities and Exchange Commission.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this Amendment No. 4 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Newton, Massachusetts on this 14th day of February, 2019.

STEALTH BIOTHERAPEUTICS CORP

By: /s/ Irene P. McCarthy  
Irene P. McCarthy  
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 4 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
* Irene P. McCarthy	Chief Executive Officer and Director (principal executive officer, principal financial officer and principal accounting officer)	February 14, 2019
* Francis W. Chen, Ph.D.	Director	February 14, 2019
* Gerald L. Chan, Sc.D.	Director	February 14, 2019
* Kevin F. McLaughlin	Director	February 14, 2019
* Vincent Sai Sing Cheung	Director	February 14, 2019
* Lu Huang	Director	February 14, 2019
* Cheuk Kin Stephen Law	Director	February 14, 2019
* Edward P. Owens	Director	February 14, 2019

Stealth BioTherapeutics, Inc.  
Authorized Representative in the United States

\* By: /s/ Irene P. McCarthy  
Name: Irene P. McCarthy  
Title: Chief Executive Officer

**FIRST AMENDMENT TO LEASE**

THIS FIRST AMENDMENT TO LEASE (this “**First Amendment**”) is made as of January 31, 2019 (the “**Execution Date**”), by and between **HINES GLOBAL REIT RIVERSIDE CENTER LLC**, a Delaware limited liability company (the “**Landlord**”), and **STEALTH BIOTHERAPEUTICS INC.**, a Delaware corporation, formerly known as Stealth Peptides Incorporated (the “**Tenant**”).

WHEREAS, Landlord and Tenant entered into an Office Lease Agreement dated as of October 31, 2014 (the “**Original Lease**”), relating to certain premises containing 14,446 square feet of office space (the “**Existing Premises**”), in two adjoining areas of 6,761 square feet and 7,685 square feet, respectively, located on the first (1<sup>st</sup>) floor of the building located at Three Riverside Center, 275 Grove Street, Newton, MA 02466, as more particularly described therein (the “**Building**”);

WHEREAS, Tenant desires to lease additional space comprising approximately 3,102 square feet of floor area located on the first (1<sup>st</sup>) floor of the Building and known as Suite 3-103 (the “**Expansion Premises**”), as shown on Exhibit A, First Amendment, attached hereto and incorporated herein, and Landlord is willing to lease the Expansion Premises to Tenant on the terms and conditions hereinafter set forth; and

WHEREAS, Landlord and Tenant desire to amend to the Original Lease to reflect the foregoing lease of the Expansion Premises in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. Expansion of Premises. Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord, the Expansion Premises. Said lease of the Expansion Premises shall be for a term commencing on the date Landlord delivers the Expansion Premises to Tenant, which is estimated to occur or on about May 1, 2019 (the “**Expansion Premises Commencement Date**”) and expiring on November 30, 2020, the “**Termination Date**” of the Original Lease (the “**Expansion Term**”). Landlord shall deliver the Expansion Premises to Tenant broom clean and free of any prior tenant’s moveable fixtures, furniture, equipment and personal property. Except as set forth in the preceding sentence, Tenant agrees to accept the Expansion Premises in its AS IS condition as of the Expansion Premises Commencement Date. The “**Expansion Premises Rent Commencement Date**” shall be the date that is thirty (30) days following the Expansion Premises Commencement Date.

Except to the extent inconsistent with the terms of this First Amendment, said lease of the Expansion Premises shall be upon all of the terms and conditions set forth in the Original Lease with respect to the Existing Premises (including, without limitation, the Extension Option set forth in Section 2 of Exhibit E, which shall apply to both the

Existing Premises and the Expansion Premises). Effective as of the Expansion Premises Commencement Date, (w) all references in the Lease to “Premises” shall be deemed to mean the “Existing Premises” and the “Expansion Premises”, collectively, and (x) the Premises shall then contain a total of 17,548 square feet, (y) Tenant’s Pro Rata Share shall increase to 3.48%; and (z) all references to the “Lease” shall mean the Original Lease, as amended by this First Amendment.

2. Rent for Expansion Premises. Commencing on the Expansion Premises Rent Commencement Date and continuing through the Termination Date, Tenant shall pay Rent for the Expansion Premises as set forth below:

A. Base Rent. Base Rent for the Expansion Premises shall be at the same per-rentable-square-foot rate that Tenant is then paying for the Existing Premises as of the Expansion Premises Rent Commencement Date (i.e., \$43.00 per square foot), which rate shall be increased at the same time the Base Rent for the Existing Premises is increased in accordance with Section 1.03 of the Lease.

B. Additional Rent. Commencing on the Expansion Premises Rent Commencement Date and continuing through the Termination Date, Tenant shall pay Expense Excess and Tax Excess with respect to the Expansion Premises in accordance with the provisions of Exhibit B of the Lease, and the Base Year for Taxes and for Expenses shall be the same as the Base Years for the Existing Premises.

C. Electricity Charges. Tenant shall pay electricity charges for the Expansion Premises in accordance with the provisions of Section 7.02 of the Lease.

3. Alterations to the Expansion Premises. Any alterations which tenant may elect to make to the Expansion Premises shall be made in accordance with the terms and conditions of Section 9.03 of the Original Lease.

4. Parking. In addition to Tenant’s Unreserved Parking and Reserved Parking rights sets forth in Section 1 of Exhibit F of the Original Lease, with respect to the Expansion Premises, Tenant shall have the right to use an additional nine (9) parking spaces within the parking facility garage and surface lots on a non-exclusive, first-come, first-served basis (the “**Additional Unreserved Parking**”) and an additional one (1) allotted space in the underground executive parking garage under One Riverside Center (the “**Additional Reserved Parking**”) in accordance with the terms and conditions set forth in said Section 1 of Exhibit F.

5. Security Deposit. Reference is made to the fact that Landlord is presently holding and shall continue to hold the Security Deposit in accordance with the provisions of Section 6 of the Original Lease. No increase in the amount of the Security Deposit shall be required with respect to the Expansion Premises.

6. Inapplicable Lease Provisions. Section 1.06 (Allowance) and Exhibit C (Work Letter) of the Original Lease shall have no applicability with respect to the Expansion Premises or this First Amendment.

7. Broker. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this First Amendment, other than Colliers International and Cushman & Wakefield (collectively, the “**Broker**”). Tenant agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents (collectively, the “**Landlord Related Parties**”) harmless from all claims of any brokers claiming to have represented Tenant in connection with this First Amendment, other than the Broker. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this First Amendment, other than the Broker. Landlord agrees to indemnify and hold Tenant, its members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents (collectively, the “**Tenant Related Parties**”) harmless from all claims of any brokers claiming to have represented Landlord in connection with this First Amendment, other than the Broker. Landlord shall pay a brokerage commission to the Broker pursuant to a separate agreement between Landlord and Broker.

8. Miscellaneous. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Original Lease. Except as amended hereby, the Original Lease is hereby ratified and confirmed.

9. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and such counterparts, when taken together, shall constitute one agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

**LANDLORD:**

**HINES GLOBAL REIT RIVERSIDE CENTER  
LLC** , a Delaware limited liability company

By: /s/ Josh Gravenor  
Name: Josh Gravenor  
Title: Authorized Agent

**TENANT:**

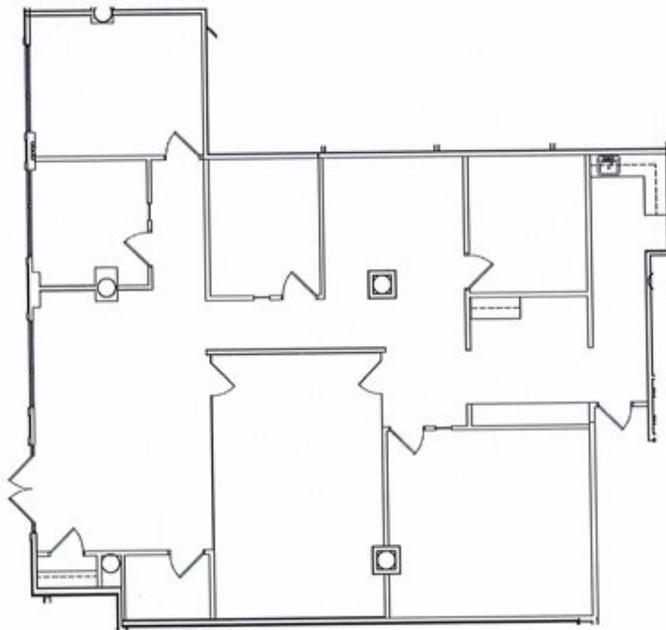
**STEALTH BIOTHERAPEUTICS INC.**, a  
Delaware corporation

By: /s/ Henry H. Hess  
Name: Henry H. Hess  
Title: Chief Legal Counsel

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EXHIBIT A, FIRST AMENDMENT  
PLAN OF EXPANSION PREMISES

See attached.



EXISTING CONDITIONS  
 APRIL 17, 2018  
 SUITE 103C - 3,102 RSF

RIVERSIDE CENTER - BUILDING 3 - FIRST FLOOR - NEWTON, MA

**Hines**

**OSIERRA**  
 ARCHITECTS  
AN OPEN PROFESSIONAL FIRM OF  
 REGISTERED ARCHITECTS

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