

**INTERCREDITOR AGREEMENT DESIGNATION NOTICE**

To: **WILMINGTON TRUST (LONDON) LIMITED** as the Security Agent  
**WILMINGTON TRUST, NATIONAL ASSOCIATION** as the Senior Secured Note Trustee  
**MADISON PACIFIC TRUST LIMITED** as Pari Passu Note Trustee  
**KROLL AGENCY SERVICES LIMITED** as Credit Facility Creditor

From: **EAGLE UK FINANCE LIMITED (the "Issuer")**, **EAGLE SUPER GLOBAL HOLDING B.V. (the "Parent")** and **THE SUBSIDIARIES of the Parent** listed in Schedule 1 hereto

Dated: 25 April 2023

Dear Sir / Madam

**INTERCREDITOR AGREEMENT DATED 4 MAY 2018 BETWEEN, AMONG OTHERS, EAGLE SUPER GLOBAL HOLDING B.V. AS PARENT, EAGLE INTERMEDIATE GLOBAL HOLDING B.V. AS COMPANY, WILMINGTON TRUST (LONDON) LIMITED AS SECURITY AGENT, JPMORGAN CHASE BANK, N.A. AS REVOLVING AGENT AND WILMINGTON TRUST, NATIONAL ASSOCIATION AS SENIOR SECURED NOTE TRUSTEE (THE "INTERCREDITOR AGREEMENT")**

1. We refer to the Intercreditor Agreement. Terms defined in the Intercreditor Agreement have the same meaning in this letter unless given a different meaning in this letter.
2. We refer to the indenture dated on or about the date of this letter, entered into between, amongst others, the Issuer (as issuer) and Kroll Trustee Services Limited (as trustee) (the "**Trustee**") (the "**Indenture**").
3. We refer to the creditor representative accession deed dated on or about the date of this letter, entered into between the Trustee as acceding creditor representative and the Security Agent.
4. The Company hereby:
  - a. designates, pursuant to paragraph (b)(i) of clause 21.11 (*Accession of Pari Passu Debt Creditors under new Pari Passu Notes or Pari Passu Facilities*) of the Intercreditor Agreement, the notes issued pursuant to the Indenture as a "Pari Passu Facility" for the purposes of the Intercreditor Agreement and the indebtedness incurred thereunder as "Pari Passu Debt Liabilities", each under and as defined in the Intercreditor Agreement; and
  - b. confirms that the establishment of the notes issued pursuant to the Indenture will not breach the terms of any of its existing Credit Facility Documents or Pari Passu Debt Documents.

*US Security Confirmation*

5. "**US Obligors**" means Eagle US Finance LLC, Eagle US Acquisition Parent Corp., Eagle US Acquisition Corp., The LYCRA Company LLC, CCS Holding, LLC, China Holdings, LLC and The LYCRA Company Asia Pacific LLC.

“**Dutch Obligors**” means the Parent, Eagle Global Holding B.V. and The LYCRA Company Global Holdings B.V.

“**NY Law Pledge Agreement**” means that certain Pledge Agreement, dated as of January 31, 2019, among the Dutch Obligors and the Security Agent.

“**NY Law Pledge and Security Agreement**” means that certain Pledge and Security Agreement dated as of January 31, 2019, among the US Obligors and the Security Agent.

“**NY Law Security Agreements**” means:

- (a) the NY Law Pledge Agreement,
- (b) the NY Law Pledge and Security Agreement, and

any other Security Document governed by the laws of the State of New York to which a US Obligor or Dutch Obligor is a party, in each case as such agreement has been or may be amended, supplemented or otherwise modified from time to time.

6. Each of the US Obligors and Dutch Obligors hereby acknowledges and agrees that the NY Law Security Agreements to which such US Obligor or Dutch Obligor (as applicable) is a party are and shall continue to be in full force and effect and are hereby ratified and confirmed in all respects. Each of the US Obligors and Dutch Obligors hereby reaffirms, confirms and ratifies its obligations and liabilities under each such NY Law Security Agreement to which it is a party.
7. Each of the US Obligors and Dutch Obligors hereby acknowledges and agrees that the term “Secured Obligations” as respectively defined in the NY Law Pledge Agreement and the NY Law Pledge and Security Agreement to which such US Obligor or Dutch Obligor (as applicable) is a party includes, without limitation, all obligations incurred by such US Obligor or Dutch Obligor (as applicable) under the Finance Documents (as defined in the Super Senior Facility Agreement) to the extent and in the manner set forth in, and in accordance with, the Intercreditor Agreement.
8. Each of the US Obligors and Dutch Obligors hereby acknowledges and agrees that all present and future Transaction Security (including the NY Law Security Agreements) continues to and will continue to secure the present and future Secured Obligations (as confirmed and reaffirmed by this designation notice) as respectively defined in the NY Law Pledge Agreement and the NY Law Pledge and Security Agreement (to which such US Obligor or Dutch Obligor is a party (as applicable)) on a continuous basis, unimpaired, uninterrupted and undischarged in accordance with the terms of each NY Law Security Agreement, and having the same perfected status and priority as the Transaction Security for the Secured Obligations as existed immediately prior to the date hereof.

*Singapore Security Confirmation*

9. “**Existing Singapore Security**” means the Security created in favour of the Security Agent by or pursuant to the Existing Singapore Security Agreements.

“**Existing Singapore Security Agreements**” means the following, together:

- (a) the debenture dated 29 March 2019 entered into by The LYCRA Company Singapore Pte. Ltd. in favour of the Security Agent;

- (b) the debenture dated 29 March 2019 entered into by The LYCRA Company Singapore Trading Pte. Ltd. in favour of the Security Agent;
- (c) the debenture dated 29 March 2019 entered into by The LYCRA Company Singapore Holding Pte. Ltd. in favour of the Security Agent;
- (d) the share charge dated 29 March 2019 entered into by The LYCRA Company Singapore Trading Pte. Ltd. in favour of the Security Agent;
- (e) the share charge dated 29 March 2019 entered into by CH Hong Kong Holdings II Limited in favour of the Security Agent;
- (f) the share charge dated 29 March 2019 entered into by China Holdings, LLC in favour of the Security Agent; and
- (g) the mortgage dated 26 February 2020 granted by The LYCRA Company Singapore Trading Pte. Ltd. in respect of 39 Tuas Crescent, Singapore 638726 in favour of the Security Agent.

**“Hong Kong Obligor”** means CH Hong Kong Holdings II Limited.

**“Relevant US Obligor”** means China Holdings, LLC.

**"Singapore Obligors"** means The LYCRA Company Singapore Pte. Ltd., The LYCRA Company Singapore Trading Pte. Ltd., and The LYCRA Singapore Company Singapore Holding Pte. Ltd..

10. The Singapore Obligors, the Relevant US Obligor and the Hong Kong Obligor confirm to the Security Agent for the benefit of the Secured Parties that:
- (a) the Existing Singapore Security Agreements and the Existing Singapore Security shall remain in full force and effect notwithstanding the parties entry into the Super Senior Facility Agreement, in connection with the Pay-off Letter the designation of the credit facility made available under the Super Senior Facility Agreement as a “Credit Facility” for the purposes of the Intercreditor Agreement and the indebtedness incurred thereunder as “Credit Facility Liabilities”, the designation of any new document as a Security Document or any addition, amendment, novation, substitution or supplement of or to the Security Documents and the imposition of any amended, new or more onerous obligations under the Security Documents; and
  - (b) the Existing Singapore Security shall extend to and continue to secure all the Secured Obligations.
11. This letter and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by English law and clauses 29 (*Governing Law*) and 30 (*Enforcement*) of the Intercreditor Agreement are deemed incorporated within this letter and references in each such clause to "Agreement" shall be deemed to include references to this letter.

**SCHEDULE 1****THE SUBSIDIARIES OF THE PARENT**

<b>Name</b>	<b>Registration number (or equivalent, if any)</b>
Eagle UK Finance Limited	148301
Eagle Intermediate Global Holding B.V.	71303006
Eagle Global Holding B.V.	71307990
The LYCRA Company Global Holdings B.V.	34105868
Eagle US Finance LLC	6590667
Eagle US Acquisition Parent Corp.	6590665
Eagle US Acquisition Corp.	6590661
The LYCRA Company LLC	6429708
CCS Holding, LLC	3792511
China Holdings, LLC	3654626
The LYCRA Company Asia Pacific LLC	3571757
CH Hong Kong Holdings II Limited	1176134
The LYCRA Company Singapore Trading Pte. Ltd.	198900445N
The LYCRA Company Singapore Pte. Ltd.	199100954E
The LYCRA Company Singapore Holding Pte. Ltd.	200401633G

Signed for and on behalf of

EAGLE UK FINANCE LIMITED

By:

  
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Name: Sandra Lyle

Title: Director

Confidential  
info@linx-capital.com  
2023-05-31 15:38:17 +0100

Signed for and on behalf of

**EAGLE INTERMEDIATE GLOBAL HOLDING B.V.**

By:

  
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Name: Dean Williams

Title: Authorised Signatory

Confidential  
info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**EAGLE SUPER GLOBAL HOLDING B.V.**

**By:**



Name: Catherine Spicer

Title: Authorised Signatory

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info@linx-capital.com  
2023-05-31 15:38:17 +0100

Signed for and on behalf of

EAGLE GLOBAL HOLDING B.V.

By:



Name: Catherine Spicer

Title: Authorised Signatory

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info@linx-capital.com  
2023-05-31 15:38:17 +0100



**Signed for and on behalf of**

**THE LYCRA COMPANY GLOBAL HOLDINGS B.V.**

**By:**



Name: Catherine Spicer

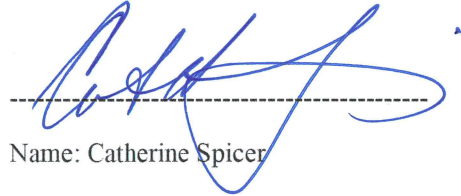
Title: Authorised Signatory

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info@linx-capital.com  
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**Signed for and on behalf of**

**EAGLE US FINANCE LLC**

**By:**



Name: Catherine Spicer

Title: Authorised Signatory

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info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**EAGLE US ACQUISITION PARENT CORP.**

**By:**



Name: Catherine Spicer

Title: Authorised Signatory

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info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**EAGLE US ACQUISITION CORP.**

**By:**



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Name: Catherine Spicer

Title: Authorised Signatory

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info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**THE LYCRA COMPANY LLC**

**By:**



Name: Catherine Spicer

Title: Authorised Signatory

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info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**CCS HOLDING, LLC**

**By:**



Name: Catherine Spicer

Title: Authorised Signatory

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info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**CHINA HOLDINGS, LLC**

**By:**



Name: Catherine Spicer


Title: Authorised Signatory

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info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**THE LYCRA COMPANY ASIA PACIFIC LLC**

**By:**



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Name: Catherine Spicer

Title: Authorised Signatory

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info@linx-capital.com  
2023-05-31 15:38:17 +0100



**Signed for and on behalf of**

**CH HONG KONG HOLDINGS II LIMITED**

By:



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Name: Catherine Spicer

Title: Authorised Signatory

Confidential  
info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**THE LYCRA COMPANY SINGAPORE TRADING PTE. LTD.**

By:



Name: Catherine Spicer

Title: Authorised Signatory

Confidential  
info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**THE LYCRA COMPANY SINGAPORE PTE. LTD.**

By:



Name: Catherine Spicer

Title: Authorised Signatory

Confidential  
info@linx-capital.com  
2023-05-31 15:38:17 +0100

**Signed for and on behalf of**

**THE LYCRA COMPANY SINGAPORE HOLDING PTE. LTD.**

By:



Name: Catherine Spicer

Title: Authorised Signatory

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