

INTERCREDITOR AGREEMENT DESIGNATION NOTICE

To: **WILMINGTON TRUST (LONDON) LIMITED** as Security Agent

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

Copy: **WILMINGTON TRUST, NATIONAL ASSOCIATION** as the Senior Secured Note Trustee
JPMORGAN CHASE BANK, N.A. as the Revolving Agent

Dated: 21 October 2022

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 up to USD35,000,000 loan note facility agreement dated 18 October 2022 entered into between, amongst others, the Company as borrower and Madison Pacific Trust Limited as facility agent (the "**Shareholder Loan Agreement**").
3. We refer to the creditor and creditor representative accession deed dated 21 October 2022 entered into between, amongst others, Madison Pacific Trust Limited as acceding creditor representative and the financial institutions listed in schedule 1 (*The Original Parties*) to the Shareholder Loan Agreement as acceding pari passu debt creditors.
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 credit facility made available under the Shareholder Loan Agreement as "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.
 - b. confirms that the establishment of the credit facility made available under the Shareholder Loan Agreement 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..
6. Each of the US Obligors and Dutch Obligors hereby acknowledges and agrees that the Security Documents 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 Security Document.
7. Each of the US Obligors and Dutch Obligors hereby acknowledges and agrees the term "Secured Obligations" in the Security Documents 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 Shareholder Loan Agreement) 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 continues to and will continue to secure the present and future Secured Obligations (as confirmed and reaffirmed by this designation notice) under the Security Documents to which such US Obligor or Dutch Obligor (as applicable) is a party on a continuous basis, unimpaired, uninterrupted and undischarged, 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. 39 Tuas Crescent, Singapore 638726 in favour of the Security Agent.

"Hong Kong Obligor" means CH Hong Kong Holdings II Limited.

"Singapore Obligors" means China Holdings, LLC, 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 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 Shareholder Loan Agreement, the designation of the credit facility made available under the Shareholder Loan Agreement as a "Pari Passu Facility" for the purposes of the Intercreditor Agreement and the indebtedness incurred thereunder as a "Pari Passu Debt 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

Name	Registration number (or equivalent, if any)
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 INTERMEDIATE GLOBAL HOLDING B.V.

By:



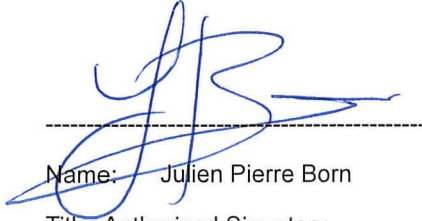
Name: Julien Pierre Born
Title: Authorised Signatory

Confidential
info@linx-capital.com
2023-05-31 15:38:44 +0100

Signed for and on behalf of

EAGLE SUPER GLOBAL HOLDING B.V.

By:



Name: Julien Pierre Born


Title: Authorised Signatory

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info@linx-capital.com
2023-05-31 15:38:44 +0100

Signed for and on behalf of

EAGLE GLOBAL HOLDING B.V.

By:




Name: Julien Pierre Born
Title: Authorised Signatory

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Signed for and on behalf of

THE LYCRA COMPANY GLOBAL HOLDINGS B.V.

By:



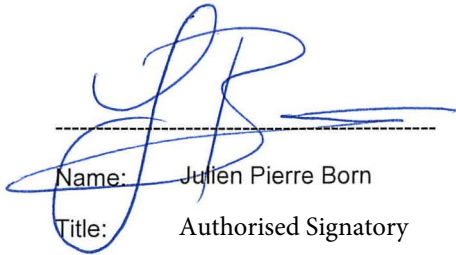
Name: Julien Pierre Born
Title: Authorised Signatory

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

EAGLE US FINANCE LLC

By: Eagle Super Global Holding B.V.,
its sole member



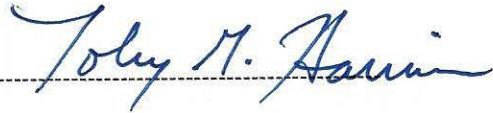
Name: Julien Pierre Born
Title: Authorised Signatory

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info@linx-capital.com
2023-05-31 15:38:44 +0100

Signed for and on behalf of

EAGLE US ACQUISITION PARENT CORP.

By:



Name: Toby G. Harrison


Title: Treasurer

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info@linx-capital.com
2023-05-31 15:38:44 +0100

Signed for and on behalf of

EAGLE US ACQUISITION CORP.

By:



Name: Toby G. Harrison

Title: Treasurer

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

THE LYCRA COMPANY LLC

By:



Name: Toby G. Harrison

Title: Treasurer

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info@linx-capital.com
2023-05-31 15:38:44 +0100

Signed for and on behalf of

CCS HOLDING, LLC

By:



Name: Toby G. Harrison

Title: Treasurer

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

CHINA HOLDINGS, LLC

By:



Name: Toby G. Harrison

Title: Treasurer

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info@linx-capital.com
2023-05-31 15:38:44 +0100

Signed for and on behalf of

THE LYCRA COMPANY ASIA PACIFIC LLC

By:



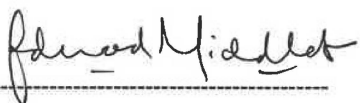
Name: Toby G. Harrison

Title: Treasurer

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info@linx-capital.com
2023-05-31 15:38:44 +0100

Signed for and on behalf of
CH HONG KONG HOLDINGS II LIMITED

By:



Name: Edward Simon Middleton

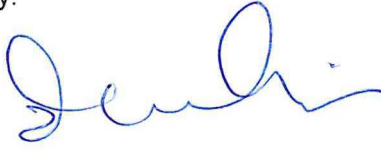
Title: Director

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

THE LYCRA COMPANY SINGAPORE TRADING PTE. LTD.

By:



Name: Wai Fan (Veronica) Siew

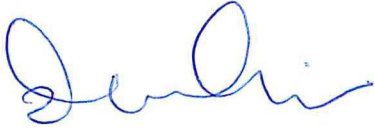
Title: Director

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

THE LYCRA COMPANY SINGAPORE PTE. LTD.

By:



Name: Wai Fan (Veronica) Siew

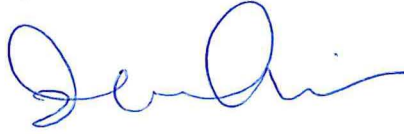
Title: Director

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Signed for and on behalf of

THE LYCRA COMPANY SINGAPORE HOLDING PTE. LTD.

By:



Name: Wai Fan (Veronica) Siew

Title: Director

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info@linx-capital.com
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