

## CURRENT REPORT

---

### The Netherlands

(State or other jurisdiction of  
incorporation or organization)

Eagle Super Global Holding B.V.  
and Subsidiaries

Eagle Intermediate Global Holding B.V.

d/b/a The LYCRA Company

investorrelations@lycra.com

---

**Date Posted: August 11, 2023**

Confidential  
info@linx-capital.com  
2023-08-13 15:02:30 +0100

Dated: August 11, 2023

EAGLE INTERMEDIATE GLOBAL HOLDING B.V.  
EAGLE US FINANCE LLC

NOTICE OF LAUNCH OF CONSENT SOLICITATIONS  
to amend  
the Intercreditor Agreement,  
the Indenture Governing the 7.500% Senior Secured Notes due 2025 (the “Notes”)\*  
and the Security Documents

Description of the Notes	Regulation S ISIN / CUSIP - Common Code	Rule 144A ISIN / CUSIP - Common Code	Principal Amount Outstanding
\$704,584,000 7.500% Senior Secured Notes due 2025	Original Notes: USN28268AA38 / N28268AA3;	Original Notes: US26963PAA21 / 26963PAA2;	\$704,584,000
	Additional Notes: USN28268AB11 / N28268AB1	Additional Notes: US26963PAC86 / 26963PAC8	

Reference is made to the Consent Solicitation Statement, dated August 11, 2023 (the “*Consent Solicitation Statement*”), whereby Eagle Intermediate Global Holding B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with corporate seat in Amsterdam and registered with the Dutch chamber of commerce under number 71303006 (the “*Dutch Co-Issuer*”) and Eagle US Finance LLC, a Delaware limited liability company (the “*U.S. Co-Issuer*”) and, together with the Dutch Co-Issuer, the “*Issuers*”) (each, d/b/a the Company) are launching to the holders (each, a “*Holder*” and, collectively, the “*Holder*s”) of the Notes as of 5:00 p.m., New York City time, on July 28, 2023 (the “*Record Date*”):

- (a) a consent solicitation (the “*SLA Consent Solicitation*”) to request that the Holders:
- consent to certain amendments to (x) the Indenture, dated as of May 4, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including on January 31, 2019, March 29, 2019, April 30, 2019, November 1, 2019, June 8, 2022, July 14, 2022, September 6, 2022 and April 20, 2023, the “*Indenture*”), by and among the Issuers, Eagle Super Global Holding B.V. a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with corporate seat in Amsterdam and registered with the Dutch chamber of commerce under number 71297936 (“*Parent*”), certain other guarantors party thereto, Wilmington Trust, National Association, as trustee (the “*Trustee*”) and as initial paying agent, registrar and transfer agent in relation to the Notes, Wilmington Trust (London) Limited, as security agent, Deutsche Bank AG, London Branch, as initial paying agent and transfer agent in relation to the Euro Notes (as defined therein) and Deutsche Bank Luxembourg SA, as initial registrar and authenticating agent in relation to the Euro Notes and (y) the Intercreditor Agreement, dated as of May 4, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”), between, among others, Parent, Dutch Co-Issuer, the Trustee, certain other Creditors and Debtors (each as defined therein) and Wilmington Trust (London) Limited, as security agent (in such capacity, the “*Common Security Agent*”), as required in accordance with the standstill and lock-up agreement, dated July 28, 2023 (the “*Lock-Up Agreement*”), entered into by and among the Issuers, Parent, certain holders of the Notes and certain other parties thereto (the “*Proposed SLA Amendments*”); and
  - instruct the Common Security Agent to sign any documentation required in connection with the Proposed SLA Amendments, and
- (b) a consent solicitation (the “*Collateral Consent Solicitation*,” and together with the SLA Consent

\* The ISIN numbers are included herein solely for the convenience of the registered owners of the Notes. No representation is made as to the correctness or accuracy of the ISIN numbers either as appearing on the Notes or on this notice.

Solicitation, the “*Consent Solicitations*”) to request that the Holders:

- i. consent to (x) certain amendments to existing collateral documents, (y) the entry into certain new collateral documents and security confirmations (in order to ensure compliance with the provisions related to the collateral in the Refinancing Notes Indenture) and (z) the proposed release of certain receivables arising prior to, on or after the date hereof from certain customers as and when such receivables are factored, sold or otherwise financed against in a supply chain financing in compliance with the Indenture that totals approximately \$6.3 million as of the date hereof, from time to time subject to certain supply chain financing (in order for the Company to meet certain short-term liquidity needs).
- ii. instruct the Trustee and Common Security Agent to sign any documentation required in connection with the Proposed Collateral Amendments.

Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Consent Solicitation Statement. The description of the Consent Solicitations herein does not purport to be complete and is qualified in its entirety by the Consent Solicitation Statement. Holders of the Notes are urged to review the Consent Solicitation Statement in its entirety for the detailed terms of the Consent Solicitations and to understand the procedures for consenting to the Proposed Amendments before providing their Consent Instructions.

With regard to the SLA Consent Solicitation,

- (i) the Indenture Consents of the Holders of at least 66.7% in aggregate principal amount of the Notes outstanding on the Record Date, as applicable to the Proposed Waterfall Amendment, or of at least a majority in aggregate principal amount of the Notes outstanding on the Record Date, as applicable to the remaining Proposed Indenture Amendments (collectively, the “*Requisite Indenture Consents*”), are required pursuant to the terms of the Indenture for the Proposed Indenture Amendments to be approved and binding on the Holders and any subsequent holder of the Notes, subject to the terms and conditions set forth in the Consent Solicitation Statement;
- (ii) the Intercreditor Agreement Consents of the Holders of at least 66.7% in aggregate principal amount of the Notes outstanding on the Record Date, as applicable to the Proposed Waterfall Amendment, or of at least a majority in aggregate principal amount of the Notes outstanding on the Record Date, as applicable to the remaining Proposed Intercreditor Agreement Amendments (collectively, the “*Requisite Intercreditor Agreement Consents*”), are required pursuant to the terms of the Indenture and the Intercreditor Agreement for the Proposed Intercreditor Agreement Amendments to be approved and binding on the Holders and any subsequent holder of the Notes, subject to the terms and conditions set forth in the Consent Solicitation Statement;
- (iii) the Intercreditor Agreement Instructions from the Holders of at least 66.7% in aggregate principal amount of the Notes outstanding on the Record Date (the “*Requisite Intercreditor Agreement Instructions*”), are required pursuant to the terms of the Intercreditor Agreement in order to direct the Trustee to (x) consent to the Proposed Intercreditor Agreement Amendments in its capacity as trustee under the Indenture and in its capacity as the Creditor Representative (as defined in the Intercreditor Agreement) of the Holders of the Notes and (y) instruct the Common Security Agent to consent to the Proposed Intercreditor Agreement Amendments and enter into the Intercreditor Agreement Amendment and Restatement Agreement; and
- (iv) the GGSCD Instructions from the Holders of at least 66.7% in aggregate principal amount of the Notes outstanding on the Record Date (the “*Requisite GGSCD Instructions*” and, together with the Requisite Indenture Consents, the Requisite Intercreditor Agreement Consents and the Requisite Intercreditor Agreement Instructions, the “*Requisite SLA Consent Instructions*”), are required pursuant to the terms of the Intercreditor Agreement in order to direct the Trustee to instruct the

Common Security Agent to enter into Global Guarantee and Security Confirmation Deed.

With regard to the Collateral Consent Solicitation, Collateral Consent Instructions from the Holders of at least 66.7% in aggregate principal amount of the Notes outstanding on the Record Date (collectively, the “*Requisite Collateral Consent Instructions*”) are required pursuant to the terms of the Indenture and the Intercreditor Agreement for the Proposed Collateral Amendments to be approved and binding on the Holders and any subsequent holder of the Notes, subject to the terms and conditions set forth in the Consent Solicitation Statement and in order to direct the Trustee to (x) consent to the Proposed Collateral Amendments, and (y) instruct the Common Security Agent to enter into the Amended Security Documents, as applicable.

Consent Instructions delivered at or prior to the Expiration Time (as defined below) may be validly revoked at any time prior to the Expiration Time, but not thereafter. Assuming the Issuers receive the Requisite SLA Consent Instructions and the Requisite Collateral Consent Instructions and the Conditions specified in the Consent Solicitation Statement are satisfied, each present and future Holder will be bound by the Proposed Amendments if they become effective, whether or not such Holder delivered a Consent Instruction.

Subject to the terms and conditions set forth in the Consent Solicitation Statement, the Issuers expect that the Supplemental Indenture, the Intercreditor Agreement Amendment and Restated Agreement and the Global Guarantee and Security Confirmation Deed shall be executed promptly following the satisfaction of the Conditions, whereupon the Proposed SLA Amendments shall become effective (such time and date, the “*Effective Time*”). The Issuers expect that each of the Amended Security Documents shall be executed on or from time to time after the Effective Time, and each of the Proposed Collateral Amendments shall become effective upon the execution of the corresponding Amended Security Document.

**The successful consummation of the SLA Consent Solicitation as evidenced by the receipt of the Requisite SLA Consent Instructions and the execution of the Supplemental Indenture and the Intercreditor Agreement Amendment and Restatement Agreement is cross-conditioned on the successful consummation of the Collateral Consent Solicitation as evidenced by the receipt of the Requisite Collateral Consent Instructions, and vice versa. Failure to consummate the SLA Consent Solicitation will mean that the Issuers and the Trustee will not proceed with consummating the Collateral Consent Solicitation, and vice versa.**

The Consent Solicitations will expire at the earlier of (i) 5:00 p.m., New York City time, on August 18, 2023 and (ii) the time and date on which the Requisite SLA Consent Instructions and Requisite Collateral Consent Instructions are received, or such later time and date to which the Consent Solicitations are extended (such time and date, the “*Expiration Time*”).

The Consent Solicitations are being made solely on the terms and subject to the conditions set forth in the Consent Solicitation Statement. The Issuers may terminate, extend or amend the Consent Solicitations at any time before the effectiveness of the Proposed Amendments, as described in the Consent Solicitation Statement.

Copies of the Consent Solicitation Statement may be obtained from D.F. King & Co., Inc., the information and tabulation agent in connection with the Consent Solicitation, at [lycra@dfking.com](mailto:lycra@dfking.com) or at +1 (212) 269-5550 (Banks and Brokers) / +1 (800) 628-8510 (toll free).

This notice is for information purposes only and is not an offer to purchase, or a solicitation of an offer to purchase, any of the Notes.

For further information, please contact:

*The Information and Tabulation Agent:*

**D.F. King & Co., Inc.**

Banks and Brokers call: +1 (212) 269-5550

All others call toll free: +1 (800) 628-8510

Email: [lycra@dfking.com](mailto:lycra@dfking.com)

BY: EAGLE INTERMEDIATE GLOBAL HOLDING B.V.  
EAGLE US FINANCE LLC

**Forward-Looking Statements**

Certain of the statements made in this notice may be considered to be “forward-looking statements” within the meaning of U.S. securities laws and the securities laws of certain other jurisdictions, such as statements that include the words “aim,” “expect,” “estimate,” “believe,” “project,” “plan,” “anticipate,” “should,” “intend,” “probability,” “risk,” “may,” “will,” “assume,” “target,” “goal,” “objective,” “continue,” “could,” “forecast,” “guidance,” “potential,” “predict” and similar expressions or variations on such expressions.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future.

The Issuers undertake no obligation, and do not intend, to release publicly the result of any revisions to these forward-looking statements which may be made to reflect events or circumstances after the date hereof, including changes in the business or strategy or planned capital expenditures, or to reflect the occurrence of unanticipated events. New risks emerge from time to time and it is not possible for the Issuers to predict all such risks, nor can the Issuers assess the impact of all such risks on the business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.