



September 25, 2024

To whom it may concern,

Name of company: Toyobo Co., Ltd.
Name of representative: Ikuo Takeuchi,
President and Representative Director
(Stock code: 3101, Prime Market of the Tokyo Stock Exchange)
Contact: Hidekazu Takahashi,
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Notice Regarding the Conclusion of a Subordinated Term Loan Agreement

Toyobo Co., Ltd. (“Toyobo,” hereafter) hereby announces that it concluded today (September 25, 2024) a subordinated term loan (the “Subordinated Loan,” hereafter) agreement, which Toyobo announced in “Notice regarding financing through a subordinated loan and publicly offered subordinated bonds” dated August 8, 2024. The details are as follows.

For details of the terms and conditions of the publicly offered subordinated bonds, please refer to the announcement of “Notice Regarding Determination of Terms and Conditions of Publicly Offered Subordinated Bonds” on September 6, 2024.

1. Outline of the Subordinated Loan

(1) Loan amount	23.0 billion yen
(2) Signing date	September 25, 2024
(3) Loan execution date	September 30, 2024
(4) Final repayment date	September 30, 2059 However, Toyobo may make early repayment of all or part of the principal of the Subordinated Loan on September 30, 2029 and any interest payment date on or after September 30, 2029.
(5) Optional deferral of interest payments	Toyobo may defer part or all of the payment of the interest on the Subordinated Loan at its discretion on certain interest payment dates.
(6) Replacement	Toyobo does not intend to repay the Subordinated Loan early unless it will raise funds that have been approved by ratings agencies as having equity content attributed equal to common shares or the Subordinated Loan within the 12-month period before the early redemption date. However, if the interest payment date is September 30, 2029 or thereafter and certain financial standards have been met, Toyobo may forgo all or a portion of the above financing.

(7) Subordination	<p>In the event liquidation, bankruptcy, reorganization and rehabilitation proceedings under Japanese laws, and similar proceedings under laws other than Japanese laws is made against to Toyobo, the creditors of the Subordinated loan may claim repayment under the agreement after the repayment of all debts excluding the first preferred stock and the subordinated debts ranking pari passu with the Subordinated Loan.</p> <p>No term and conditions of the Subordinated Loan may be changed to the disadvantage of any creditors other than the creditors of the subordinated debts in any respect whatsoever. Such amendment or variation shall not be effective.</p>
(8) Acquired rating	<p>BBB (Rating and Investment Information, Inc.) BBB+ (Japan Credit Rating Agency, Ltd.)</p>
(9) Equity	<p>Class 3, equity 50% (Rating and Investment Information, Inc.) Medium, 50% (Japan Credit Rating Agency, Ltd.)</p>