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TA YANG GROUP HOLDINGS LIMITED
大洋集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1991)

VOLUNTARY ANNOUNCEMENT
ENTERING INTO THE LOAN FACILITY AGREEMENT

This announcement is made by Ta Yang Group Holdings Limited (the "**Company**") on a voluntary basis.

References are made to the announcement of the Company dated 23 March 2026 in relation to the winding-up petition presented against the Company (the "**Announcement**"). Unless otherwise defined, capitalized terms used herein shall have the same meaning as those defined in the Announcement.

The board of directors (the "**Board**") of the Company hereby announces that, on 27 March 2026 (after trading hours), the Company as the borrower and Asia Pacific Technology & Development Investment Bank Limited as the lender (the "**Lender**") entered into a loan facility agreement (the "**Loan Facility Agreement**"), pursuant to which the Lender has agreed to make available a loan facility in the sum of HK$52,000,000 to the Company (the "**Loan Facility**").

The principal terms of the Loan Facility Agreement are summarised as follows:

LOAN FACILITY AGREEMENT

Date:	27 March 2026
Lender:	Asia Pacific Technology & Development Investment Bank Ltd.
Borrower:	Ta Yang Group Holdings Limited
Loan Facility:	HK$52,000,000

Interest:	The annual interest rate shall be the Hong Kong Interbank Offered Rate (HIBOR). Interest shall accrue from the first actual drawdown date, calculated on the basis of the actual number of days elapsed and a 365-day year.
Term of the Loan Facility Agreement:	24 months from the date of the first drawdown, or any other dates agreed between the parties
Purpose:	The exclusive purpose of the Loan Facility is to be for: (i) repaying the outstanding principal of the Company's convertible bond; (ii) paying all accrued and payable interest (if any) up to the relevant convertible bond repayment date; and (iii) paying all relevant legal fees, settlement costs and administrative expenses directly related to the repayment of the convertible bond and the withdrawal of the winding-up petition.
Repayment and Early Repayment:	The Company may, upon the expiry of the term of the Loan Facility Agreement, repay the Loan Facility in a single lump sum, comprising all outstanding principal together with all accrued and unpaid interest up to that date. The Company may also early repay all or part of the Loan Facility at any time by giving not less than 15 Business Days' prior written notice to the Lender, provided that the Company shall simultaneously pay all accrued interest up to the prepayment date, together with a prepayment fee equal to 3% of the principal amount being early repaid.

INFORMATION OF THE PARTIES

The Company

The Company and its subsidiaries are principally engaged in manufacturing and sale of silicone rubber and related products, providing retail services, providing healthcare and hotel services and providing international digital marketing services.

The Lender

Based on the information made available to the Company, the Lender is a company incorporated under the laws of Labuan, and Dr. Xie Jun, an independent non-executive director of the Company, also serves as a director of the Lender. Hence the Lender is a connected person (as defined in the Listing Rules) of the Company.

REASONS AND BENEFITS OF THE LOAN FACILTIY AGREEMENT

The Company is currently subject to a winding-up petition arising from outstanding liabilities under certain convertible bonds. The Loan Facility will provide the Company with funding to settle the relevant convertible bond obligations due to the Petitioner, thereby enabling the Company to negotiate with the Petitioner for a settlement plan and the withdrawal or dismissal of the winding up petition. The Board believes that the Loan Facility demonstrates the Company's proactive efforts in addressing the winding-up petition and resolving the outstanding obligations, with a view to safeguarding the Company's operations and protecting the interests of the Company and its shareholders as a whole.

The Board (including all independent non-executive Directors) considers that the terms of the Loan Facility were determined based on arm's length negotiations between the parties, and are fair and reasonable and in the interests of the Company and its shareholders as a whole.

LISTING IMPLICATIONS

Since the Lender is a connected person of the Company, the entering into the Loan Facility Agreement which is a form of financial assistance provided by connected persons to the Company constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules. Since the Loan Facility is not secured by any assets of the Company and is conducted on normal commercial terms or better, the transaction contemplated thereunder is fully exempted from the reporting, annual review, announcement, circular and independent shareholders' approval requirements pursuant to Rule 14A.90 of the Listing Rules.

By order of the Board
Ta Yang Group Holdings Limited
Shi Qi
Chairlady

Hong Kong, 29 March 2026

As at the date of this announcement, the Board comprises two executive Directors, namely Ms. Shi Qi and Mr. Li Jiuhua; four non-executive Directors, namely, Mr. Gu Shixiang, Mr. Han Lei, Mr. Wang Dongzhu and Mr. Law Wai Ip Vincent; and three independent non-executive Directors, namely Ms. Zhang Li, Mr. Zhang Li and Dr. Xie Jun.