

Equital Ltd. ("the Company")

July 16, 2026	To	To
	The Tel-Aviv Stock Exchange Ltd.	Securities Authority
	<u>Via the Maya</u>	<u>Via the Magna</u>

Dear Sir/Madam,,

Re: Non-binding Memorandum of Understanding for Natural Gas Export to Egypt

The Company is pleased to announce that on July 16, 2026, a non-binding Memorandum of Understanding was signed between some of the Tamar Partners (Isramco Negev 2 Limited Partnership and Mubadala Energy (Tamar) RSC LTD) (hereinafter: "**Sellers**") and a foreign corporation (hereinafter: "**MOU**" and the "**Purchaser**", respectively) regarding the export of natural gas from the Tamar Project to Egypt.

Below are the main points of the MOU:

1. Subject to the signing of a detailed binding agreement (hereinafter: "the **Binding Agreement**") and subject to obtaining the required approvals, including an export permit from the Ministry of Energy, the Sellers (and the other Tamar Partners who choose to join the transaction, if they choose to join) will commit to providing the Purchaser with a cumulative gas quantity of up to approximately 80 BCM (100% Tamar Partners) during the agreement period, provided that all Tamar Partners join the transaction (hereinafter: "the **Maximum Quantity**"), or part of the Maximum Quantity in a ratio equal to the Sellers' share in the Tamar Project.
2. The Binding Agreement, if signed, will be based primarily on the principles of previous export agreements of the Tamar field, including, among other things, regarding maintenance, force majeure, Take or Pay, and more, with the necessary changes to be agreed upon by the parties.
3. The price of the gas to be supplied to the Purchaser under the Binding Agreement will be determined according to a formula based on the "Brent" barrel price and includes a floor price.
4. The gas supply period in accordance with the Binding Agreement will begin in 2031 and until the end of 2038, and will be automatically extended until the end of 2043, if the Tamar lease period is extended (hereinafter: "the **Agreement Period**").
5. If the Maximum Quantity is sold, Isramco Negev 2's share (28.75%) of the total cumulative revenues under this agreement throughout the entire Agreement Period is expected to total approximately 5.75 billion dollars. This estimate is based, among other things, on Isramco Negev 2's estimates regarding the price of natural gas and the Brent price during the supply period.
6. Commercial arrangements regarding the sale or transfer of gas to territories outside of Egypt will be discussed and agreed upon between the parties, within the framework of the Binding Agreement.
7. The Binding Agreement, if signed, will be subject to the fulfillment of several conditions precedent, including obtaining approvals from the competent organs of the parties, obtaining relevant regulatory approvals, including an export permit, tax authority rulings, and more.

8. The MOU will remain in effect until the earlier of (a) the signing of a Binding Agreement; and (b) a date set in the MOU, which will occur about two months from the date of its signing or another date to be agreed upon between the parties. It is clarified that there is no certainty that the Binding Agreement will be signed and/or that the conditions precedent in it will be fulfilled.

Warning regarding forward-looking information:

The above estimates regarding the quantities of natural gas that may be sold to the Purchaser, the scope of expected revenues under said export agreement, the possibility of fulfilling the conditions precedent to the Binding Agreement and the dates for their fulfillment, are based on various forecasts and assumptions made by Isramco Negev 2. These estimates constitute forward-looking information as defined in the Securities Law, which there is no certainty will materialize, in whole or in part, and which may materialize in a materially different manner, due to various factors beyond the Company's control, including due to changes in the scope, pace and timing of natural gas consumption by the Purchaser, changes in the gas price according to the engagement terms, failure to obtain regulatory approvals, including failure to obtain an export permit (partial or full), non-fulfillment of the conditions precedent in the Binding Agreement and other factors that cannot be predicted at the time of approval of the report and over which the Company has no control, including the materialization of any of the risk factors detailed in section 9.20 of Part A of the Periodic report.

The partners in the Tamar Project and their holding rates are as follows:

Isramco Negev 2, Limited Partnership	28.75%
Chevron Mediterranean Limited	25%
Tamar Petroleum Ltd.	16.75%
Mubadala Energy (Tamar) RSC LTD	11.00%
Tamar Investment 2 Limited	11.00%
Dor Gas Exploration, Limited Partnership	4.00%
Union Energy & Systems 2 Ltd	3.50%

Sincerely,

Equital Ltd.

By Eran Lendner, CEO

and Eitan Wolloch, CFO