> This is an English translation of the Company's immediate report in Hebrew that was published on July 15, 2026 [MAGNA Reference no.: 2026-01-067072] (the "Hebrew Version"). This English version is only for convenience purposes. This is not an official translation and has no binding effect. Whilst reasonable care and skill have been exercised in the preparation hereof, no translation can ever perfectly reflect the Hebrew Version. In the event of any discrepancy between the Hebrew Version and this translation, the Hebrew Version shall prevail.

סבוריט בע"מ

SAVOREAT LTD.

(the "**Company**")

July 15, 2026

To The Israeli Securities Authority www.isa.gov.il	To The Tel Aviv Stock Exchange Ltd. www.tase.co.il

Dear Sir / Madam,

Re: **Execution of Investment Agreement and Material Private Placement Conferring Control of the Company**

The Company hereby announces that on July 14, 2026, the Company entered into an investment agreement (the "**Investment Agreement**") with a group of investors[1] led by M&M Capital (2012) Ltd. ("**MNM**"), a private company owned by Messrs. Itay Moldavsky and David Maimon (jointly and severally, the "**Investors**"), pursuant to which the Investors will make an aggregate investment of NIS 7,000,000 in the Company through a material private placement of ordinary shares and (unlisted) warrants. Following the allotment of the shares, and prior to exercise of the warrants, the Investors' group is expected to hold approximately 64% of the Company's issued and outstanding share capital and voting rights, and certain members of the Investors' group will acquire a controlling interest in the Company and become its controlling shareholders. In addition, upon completion of the investment transaction, and subject to obtaining any required approvals under applicable law, the Company is expected to develop operations in the field of commercial real estate in Europe, to be approved by the Company's competent corporate bodies, alongside the continuation of its existing activity (in the food-tech field), all as detailed below (the "**Transaction**").

The Company's entry into the Investment Agreement followed a process conducted by the Company's Audit Committee in recent months to review possible investment alternatives for the Company and was approved by the Audit Committee and the Board of Directors. Completion of the Transaction is subject to approval by the general meeting of the Company's shareholders, by the majority required under applicable law, as well as to additional conditions precedent, as specified below.

[1] The investors being: MNM, Itay Moldavsky, David Maimon, Orit Maimon, Alon Waxman, Amit Schindler, Matan Yosef Rabin, Moshe Rabin.

Set forth below are the principal terms of the Investment Agreement:

1. **The Transaction.** On the closing date, as defined below, and subject to fulfillment of the conditions precedent, the Investors shall invest in the Company, jointly and severally, with each Investor guaranteeing the obligations of the others, an aggregate amount of NIS 7,000,000 (the “Investment Amount”), and in consideration therefor the Company shall allot to them 4,364,149 ordinary shares of the Company, par value NIS 0.01 each (the “**Ordinary Shares**”), which shall constitute, immediately following their allotment, approximately 64% of the Company's issued and outstanding share capital and voting rights (the “**Allotted Shares**”). [2] As of the date of this report, the price per share in the Transaction, derived from dividing the Investment Amount by the number of Allotted Shares, is approximately NIS 1.6. [3]
2. **The Warrants.** In addition, on the closing date, the Company shall allot to the Investors, pro rata in accordance with the scope of their respective investment, warrants (not listed for trading) as follows:
   2.1. (a) **Warrants A** - 1,136,497 warrants (“**Warrants A**”), [4] each of which is exercisable for one ordinary share of the Company, for 12 months from the date of their allotment, at an exercise price for each option of 20% above the price per share,[5] and which will represent (assuming their full exercise and together with the allotted shares) approximately 69.1% of the issued and paid-up share capital of the Company. Warrants A will be exercisable subject to the Company commencing operations in the commercial real estate sector in Europe and completing the acquisition of at least one commercial real estate asset in Europe, valued at at least EUR 1 million, which will be leased by the Company to a third party for rental fees.
   2.2. **Warrant B**- 883,942 warrants (“**Warrants B**”), [6] each of which is exercisable for

[2] To the extent that the Company's issued capital increases by the Closing Date (as defined below), including from the exercise of existing options for the Company's shares, the number of shares allotted will be adjusted so that, on the Closing Date, it constitutes 64% of the Company's share capital.
[3] If the number of shares allotted increases, as stated above, the price per share will decrease accordingly.
[4] To the extent that the Company's issued capital increases by the Closing Date (as defined below), including from the exercise of existing options for the Company's shares, the quantity of Warrants A will be adjusted so that, on the Closing Date, assuming their full exercise and together with the alloted shares, will represent 69.1% of the Company's share capital.
[5] As of the date of this report, considering the Company's current issued capital, the Warrant-A exercise price is NIS 1.92 per Warrant A.
[6] To the extent that the Company's issued capital increases by the Closing Date (as defined below), including from the exercise of existing options for the Company's shares, the quantity of Warrants B will be adjusted so that, on the Closing Date, assuming their full exercise and together with the alloted shares, will represent 72.2% of the Company's share capital.

one ordinary share of the Company, for 18 months from the date of their allotment, at an exercise price for each option of 35% above the price per share, [7] and which will represent (assuming their full exercise and together with the allotted shares and assuming the full exercise of Warrants A) approximately 72.2% of the Company's issued and paid-up share capital. Warrant B will be exercisable subject to the Company beginning to operate in the commercial real estate sector in Europe and completing the acquisition of at least two commercial real estate assets in Europe, with an aggregate value of at least EUR 2 million, which will be leased by the Company to third parties for rental fees.

2.3. **Warrants C-** 201,035 warrant (“**Warrants C**”), in a quantity equal to the number of options that will be outstanding in the Company's capital on the closing date, which shall be exercisable solely upon the actual exercise of existing options of the Company corresponding to such existing options,[8] on a 1:1 basis, on the same terms and at the same exercise price, and within 10 business days from the date of exercise of the existing options.

3. **Change in Control of the Company.** As of the date of this report, the Company does not have a controlling shareholder. As stated above, based on information provided to the Company, the controlling shareholders in the Company upon completion of the transaction will be MNM, Itai Moldavsky, David Maimon, Orit Maimon and Matan Yosef Rabin (the “**Controlling Members**”). [9] If the Transaction is completed, the Controlling Members are expected to jointly hold, immediately following completion of the Transaction, approximately 47.2% of the Company's issued and outstanding share capital and voting rights, and will therefore become the joint controlling shareholders of the Company. The Transaction constitutes a material private placement that will be brought for approval before the general meeting pursuant to Section 328(b)(1) of the Companies Law, 5759-1999, and also constitutes a transaction resulting in the conferral of control in a public company. Accordingly, completion of the Transaction is subject, inter alia, to approval by the general meeting of the Company's shareholders by the majority required under applicable law.

[7] As of the date of this report, considering the Company's current issued capital, the Warrant B exercise price is NIS 2.16 per Warrant B.

[8] As of the date of this report, there are 201,035 options outstanding.

[9] Mr. Matan Yosef Rabin, who will hold approximately 3.6% of the company's capital upon Closing (to the extent that it is completed), will be considered a controlling shareholder with the other controlling shareholders by virtue of a voting agreement signed between them.

4. **Use of Proceeds and Separation of Existing Activity.** An amount of NIS 2.6 million of the Investment Amount, together with the cash balance remaining in the Company's accounts on the closing date, less all debts and obligations of the Company, which are due up to the date on the closing date, shall be transferred to a designated segregated bank account to be used solely for the Company's existing activity and to be managed in accordance with the business plan, the principles of which were determined under the Investment Agreement. The Company's existing activity shall be managed independently from its other activities, whether through a dedicated subsidiary or in any other manner that will enable economic and managerial separation.
5. **The Company's New Activity.** Subject to receipt of all approvals required by law, the Controlling Members intend to develop operations in the field of commercial real estate in Europe. The Investment Amount, after deduction of the amount allocated to the existing activity, shall be used for development of the Company's new activity. According to the Company's business plan, during the 12-month period following the closing date, the Company is expected to begin acquiring of income-producing real estate assets for lease in Europe and also leasing such properties or in other income-generating real estate activities, and will also work to raise new capital for the company and/or debt for the purpose of continuing to develop its activities (and in this regard, it is stipulated in the agreement that to the extent that any of the investors or parties related to them participate in raising new capital as aforesaid, their participation will be at an effective value per share that will not be less than 50% above the price per share).
6. **Changes in the Board of Directors and Management.** On the closing date, and subject to approval by the Company's general meeting, directors on behalf of Moldavsky and Maimon shall be appointed to the Company's Board of Directors in place of all incumbent directors, other than the external directors, whose terms of office shall continue in accordance with applicable law. In addition, the terms of office of the Company's Chief Executive Officer shall terminate on the closing date. The Chief Executive Officer shall continue to serve as a consultant and manager of the Company's existing activity in consideration of a monthly consultancy fee of NIS 75K plus VAT, as applicable. Furthermore, subject to approval by the competent corporate organs of the Company and to approval of a new compensation policy for the Company, which shall be brought before the general meeting for approval: Mr. Itay Moldavsky shall serve as Executive Chairman of the Board on a 50% full-time equivalent (FTE) basis; Mr. David Maimon

shall serve as Executive Vice Chairman of the Board on a 50% full-time equivalent (FTE) basis; and Ms. Orit Maimon (daughter of David Maimon) shall be appointed as the Company's in-house legal counsel on a 33% full-time equivalent (FTE) basis.

7. **Exemption, Indemnification and D&O Insurance.** The Company shall grant letters of exemption and indemnification to the directors and officers of the Company serving from time to time, including individuals who may be deemed controlling shareholders of the Company. In addition, the Company shall procure directors' and officers' liability insurance with coverage of not less than US$7.5 million per claim and in the aggregate for the policy period, as well as run-off insurance for the outgoing directors and officers for a period of seven years from the closing date, on terms no less favorable than those of the Company's existing policy.
8. **Entrepreneurship Fees.** The Company shall allot to Mor-Largman Capital Ltd. (the "**Entrepreneur**"), the promoter of the Transaction, 68,190 Ordinary Shares, constituting approximately 1% of the Company's issued and outstanding share capital following the allotment. In addition, the Company shall pay the Entrepreneur transaction origination fee in the amount of NIS 280,000, constituting 4% of the Investment Amount, plus VAT as required by law. The Entrepreneur shall also be entitled to an additional payment equal to 4% of any amount invested in the Company as a result of the exercise of the allotted warrants, to the extent exercised, plus VAT as required by law.
9. **Conditions Precedent to Completion of the Transaction.** Completion of the Transaction is subject to fulfillment of customary conditions precedent, as specified in the Investment Agreement, including: (a) receipt of approvals from the competent corporate organs of the Company, including the general meeting of the Company's shareholders, with respect to all components of the Transaction; (b) receipt of approval from the Tel Aviv Stock Exchange for listing for trading of the Allotted Shares and the shares issuable upon exercise of the allotted Warrants A, B and C; (c) as of the closing date, no legal impediment shall exist to consummation of the Transaction, including that no effective court order shall be in force preventing its completion; (d) no material adverse change shall have occurred in the representations or undertakings of any of the parties; (e) receipt of all required regulatory approvals and third-party consents, if required; and (f) No additional non-compliance ground under the TASE Preservation List rules (other than the Company's existing non-compliance relating to minimum public float value).
10. **Closing Date, Long Stop Date and Termination of the Investment Agreement**

Completion of the Transaction shall occur immediately following fulfillment of all conditions precedent (the "**Closing Date**"). The conditions precedent must be fulfilled no later than 60 days from the date of execution of the Investment Agreement (the "**Long Stop Date**"), and either party may extend such period by an additional 30 days (the "**Extended Date**"). If the conditions precedent are not fulfilled by the Long Stop Date or the Extended Date, as applicable, and neither party has waived the condition precedent for its benefit, the Investment Agreement shall terminate without either party having any claim or demand in connection therewith; provided, however, that failure to fulfill a condition precedent resulting from an act or omission in bad faith by either party shall be deemed a breach of the Investment Agreement. The Company shall publish the transaction report containing all details required by law, in the framework of which the general meeting of the Company's shareholders shall be convened, within the time periods required under applicable law.

11. **Indemnification**

The Investment Agreement includes mutual indemnification mechanisms between the Company and the Investors in respect of breaches of representations and undertakings. The indemnification obligations shall remain in effect for 24 months from the Closing Date, except in the case of intentional misrepresentation or fraud.

Delay of Report Pursuant to Regulation 36(b) of the Securities Regulations (Periodic and Immediate Reports), 1970 - Disclosure regarding the negotiations relating to the Transaction and the execution of the Investment Agreement was delayed by the Company in accordance with Regulation 36(b) of the Securities Regulations (Periodic and Immediate Reports), 1970, since, in the Company's assessment, at the negotiation stage, immediate disclosure regarding the contacts and negotiations could have prejudiced the negotiation or consummation of the Transaction, impaired the conduct of the negotiations between the parties, adversely affected its commercial terms and jeopardized the possibility of entering into a binding agreement. Upon execution of the binding Investment Agreement between the parties, the reason for delaying the report ceased to exist, and accordingly the Company is hereby reporting the Transaction for the first time.

The Company intends to publish in the coming days a notice convening a general meeting of the Company, on the agenda of which will be approval of the investment transaction and the actions ancillary thereto.

Forward-Looking Statement Disclaimer

Completion of the Investment Agreement is subject to receipt of the required approvals and fulfillment of the conditions precedent set forth in the Investment Agreement and in this report. Accordingly, there can be no assurance as to whether the conditions precedent for completion of the Transaction will be fulfilled and/or as to the timing of completion thereof. In addition, as of this date, there can be no assurance with respect to the Company's ability to implement its business plans following completion of the Transaction, including its plans with respect to its existing activity, development of a new activity and raising of new capital and/or debt. All such matters constitute forward-looking information within the meaning of the Israeli Securities Law, 1968, based on estimates, plans and intentions as of the date hereof, which may not materialize, in whole or in part, or may materialize in a manner materially different from that expected, inter alia, due to failure to satisfy the conditions precedent, failure to obtain the required approvals, regulatory changes, changes in market conditions, financing difficulties, business changes or the materialization of any of the risk factors applicable to the Company.

Respectfully,

SavorEat Ltd.

Approved for reporting on behalf of the Company by:
Ms. Racheli Vizman, CEO and Director
Mr. Yossi Hatan, CFO