



AZRIELIGROUP

Azrieli Group Ltd.
(the “Company”)

30 December 2025

To
Israel Securities Authority
Via Magna

To
Tel Aviv Stock Exchange Ltd.
Via Magna

Dear Sir/Madam,

Re: **Engagement in an Agreement for the Provision of DC Services**

The Company respectfully reports that on 29 December 2025,¹ two wholly-owned subsidiaries of the Company (indirectly), VUU1 AS (“**VUU1**”) and an additional company (the “**Service Provider**”), entered into an agreement with an international technology company (the “**Customer**”)² for the provision of DC services to the Customer (the “**Agreement**”) on a new and dedicated campus to be built in Norway for provision of the Services to the Customer (the “**Campus**”).

1. The Agreement – the highlights of the Agreement are:

- 1.1 The transaction: The Service Provider shall provide the Customer with 80 MW of DC services (the “**Services**” and the “**Capacity**”, respectively) on the Campus. The Service Provider is expected to supply the Capacity to the Customer in a number of stages, over ~2.5 years from the date of the engagement in the Agreement. The Agreement states that the supply of the first 20 MW will be at the end of March 2027.
- 1.2 The consideration: The consideration for the Services is based on a fixed price for each stage, subject to a fixed annual rate of increase as set forth in the Agreement. In the Company’s estimation, given supply of the full Capacity, the transaction is expected to have a material effect on the Company, with the average annual NOI of the transaction expected to total approx. €117 million.
- 1.3 Term of the Services and options for extension thereof: The period of provision of the Services is 15 years from the date of handover of each stage for the Customer’s use (the “**Term of the Services**”). The Customer will also be given an option to extend the Term of the Services, from time to time, for an aggregate period that shall not exceed 15 years.
- 1.4 Guarantees and collateral: Concurrently with the signing of the Agreement, the Company shall provide an unconditional and irrevocable guarantee to cover and for the performance of all of the Service Provider’s obligations vis-à-vis the Customer under the Agreement (the “**Guarantee**”). The Guarantee is

¹ A company wholly owned by Green Mountain Global Limited, a foreign holding company wholly owned by the Company, which concentrates the Company’s DC holdings (“**GMG**”).

² Through a Norwegian subsidiary from the Customer’s group of companies.

in effect during the term of the Agreement and for an additional three years after the end thereof.

- 1.5 Termination of the Agreement: According to the Agreement, the Customer is entitled to terminate the Agreement according to common practice in agreements of this type. In this context, the Customer may terminate the Agreement for convenience, subject to payment of a termination fee calculated as a proportion of the outstanding payments until the end of the Term of the Services. The Customer will also be entitled to terminate the Agreement in the event of a delay in the dates stated in the Agreement for handover of each of the stages of the Project³, and/or in the event of repeated service level failures and in the event of a breach (which is not remedied by the Service Provider) which has a material adverse effect on the Customer's ability to use the Project or the Capacity. In this regard, there is some uncertainty regarding delivery of the first 20 MW within the date stated in the Agreement in view of the dependence on the fulfillment of various conditions including, inter alia, those detailed in Section 2 below.
 - 1.6 Reduction of payments: In the event of delays in the handover of the Project and/or (isolated or repeated) service level failures, the Service Provider may be liable for liquidated damages (in the form of rent credits).
 - 1.7 Law and jurisdiction: The Agreement is governed by Norwegian law and the jurisdiction in respect thereof is in Norway.
 - 1.8 Provisions regarding the transfer of rights: The Agreement includes restrictions on the transfer of control of the Service Provider. In addition, the transfer of rights in the Project will be subject to a right of first refusal of the Customer to purchase the Project according to the mechanism set forth in the Agreement.
 - 1.9 Additional provisions: The Agreement includes additional arrangements that are standard for transactions of this type, including standard representations and warranties of the parties; taxes and payments, limitation of liability of each one of the parties relative to the total fixed consideration for the full Capacity (total base rent), subject to standard exceptions; confidentiality; indemnity and insurance.
2. The Campus – The Campus will be built for provision of the Services to the Customer, subject to receipt of necessary permits and approvals:
- 2.1 Land: As of the report date, VUU1 is the registered owner of the land on which the Project is expected to be built (the "**Land**"). VUU1 and the Service Provider have begun a merger process, following completion of which, the Service Provider will be the registered owner of the Land.

³ The Customer shall have a right of termination in relation to the stage in respect of which the delay exceeded the number of days stated in the Agreement, and in relation to the stages that shall not yet have been handed over up to the termination date. The Customer is also entitled to terminate the entire Agreement (including stages that have already been handed over) in the event of a delay of over 12 months from the date stated in the Agreement for handover of any of the stages of the Project.

- 2.2 Power: Construction of the Project is subject, *inter alia*, to arranging the supply of power to the Project on the required dates according to the Agreement, and receipt of all of the approvals, licenses and permits for connection of the power as aforesaid.
- 2.3 Permits: Construction of the Campus is also subject to receipt of building permits, including planning and construction approvals for the infrastructure buildings; receipt of additional infrastructure permits that are required for the Project and for the vicinity thereof.
- 2.4 Financing: As of the report date, the cost of construction of the Project is estimated at approx. €1,000 million.⁴ The Company is conducting negotiations with finance providers in connection with the financing of the Project.

The information included in this report regarding construction of the Project and the estimated timetables for supply of the Capacity to the Customer, the estimate regarding the average annual NOI of the transaction, the Project's construction costs and receipt of financing for the Project constitute forward-looking information, as defined in the Securities Law, 5728-1968, which there is no certainty will materialize and/or may materialize in a manner that materially differs from the aforesaid. The said information is primarily based on plans of the Company and the Service Provider and on their estimates and assumptions, which are uncertain. The information presented above may not materialize due to factors beyond the control of the Company or the Service Provider, and *inter alia*, not obtaining financing required for construction of the Project; lack of sufficient power supply for the Project and/or not obtaining permits required for the construction and current operation of the Project; delays in construction of the Project for whatever reason including delays in receiving the equipment required for the construction of the project, defects in the Project and/or service level failures in the provision of the Services; changes in the Project's construction costs due to a specification change at the Customer's request or for any other reason; regulatory changes; macroeconomic or industry-related changes in the DC sector and/or the materialization of any of the risk factors specified in Section 29.5 of Part A of the Company's 2024 periodic report, which was released on 20 March 2025 (Ref. 2025-01-018529), which is incorporated herein by reference.

Sincerely,
Azrieli Group Ltd.

Signed by: Adv. Nirit Zeevi, VP, General Counsel and Corporate Secretary.

⁴ Excluding financing costs, estimated at approx. €60 million as of the date of this report.