

at least 95% of Mobileye's issued capital (*geplaatst kapitaal*), and Purchaser and Intel elect to have Purchaser commence the Compulsory Acquisition, Purchaser would then complete the Post-Offer Reorganization by commencing a statutory proceeding before the Dutch Court for the Compulsory Acquisition of Shares held by non-tendering Mobileye shareholders in accordance with Section 2:92a or Section 2:201a of the DCC. While Intel and Purchaser will use their reasonable best efforts to cause the per Share price paid in the Compulsory Acquisition to be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater than, equal to or less than the Offer Consideration (with such price potentially being increased by Dutch Statutory Interest). Any dividend or other distribution made by Mobileye to Mobileye shareholders during such period will be credited against the amount to be paid by Purchaser to the non-tendering Mobileye shareholders. The Dutch Court may appoint one or three experts to provide a valuation of the Shares that were not tendered pursuant to the Offer. Upon execution (*ten uitvoerlegging*) of the Dutch Court's ruling in the Compulsory Acquisition, each non-tendering Mobileye shareholder will receive the Dutch Court-determined per Share price and Purchaser will become the sole shareholder of Mobileye.

*Alternative Post-Offer Reorganization Measures.* The Purchase Agreement provides that Intel or Purchaser may also effectuate (and cause Mobileye to effectuate) the Post-Offer Reorganization by means of any of the following alternative manners (each an "Alternative Post-Closing Restructuring"):

- an election by Mobileye pursuant to U.S. Treasury Regulations Section 301.7701-3 to be classified as a partnership or as a disregarded entity for U.S. federal tax purposes, as reasonably determined by Intel or Purchaser;
- the exercise of the Call Option;
- a statutory legal merger (*juridische fusie*) in accordance with Article 2:309 *et seq.* of the DCC between Mobileye (as the disappearing company) and Purchaser (as the acquiring company), pursuant to which merger the shareholders of Mobileye shall receive shares of Purchaser ("Buyer Shares"), cash or receivables in accordance with Article 2:325 of the DCC (or a mix of any of the foregoing), upon which merger the holders of the Buyer Shares shall be granted the right to exchange Buyer Shares with Intel or one of its affiliates, for securities of Intel at any time before a date to be set by Intel or Purchaser, after which date the Buyer Shares shall be redeemed;
- a statutory (cross-border or domestic) legal (bilateral or triangular) merger (*juridische (drie- of twee- hoeks-) fusie*) in accordance with Article 2:309 *et seq.* of the DCC between Mobileye, Purchaser or any affiliate of Intel;
- a statutory legal (bilateral or triangular) demerger (*juridische (drie- of twee- hoeks-) splitsing*) of Mobileye in accordance with Article 2:334a *et seq.* of the DCC;
- a contribution of cash and/or assets by Purchaser, Intel or by any affiliate of Intel in exchange for ordinary shares in Mobileye's share capital, in which circumstances the pre-emptive rights (*voorkeursrechten*), if any, of the minority shareholders of Mobileye could be excluded;
- a sale and transfer of assets and liabilities (a) by Mobileye or a subsidiary of Mobileye to Purchaser, Intel or an affiliate of Intel, or (b) by Purchaser, Intel or any affiliate of Intel to Mobileye or any subsidiary of Mobileye, on terms substantially similar to the terms agreed for the Asset Sale to the extent this relates to substantially all of the assets and liabilities of Mobileye and its subsidiaries;
- a distribution of proceeds, cash and/or assets to the shareholders of Mobileye or share buybacks;
- a dissolution and/or liquidation of Mobileye;
- a subsequent public offer for any Shares held by the minority shareholders of Mobileye;
- a conversion of Mobileye into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid* or *B.V.*);
- any transactions between Mobileye and Intel or Purchaser or their respective affiliates at terms that are not at arm's length;