

outstanding issues at this time included, among other things, (a) whether Mobileye would grant Purchaser a strategic investment option to purchase up to 15% of the shares of Mobileye, (b) whether Mobileye's Board would be entitled to terminate the Purchase Agreement in order to enter into an alternative acquisition agreement with respect to a superior proposal, (c) the "tail" period under the Tender and Support Agreements after termination of the Purchase Agreement, during which the signatories of the Tender and Support Agreements would continue to be bound by certain provisions of such agreements, (d) which of Mobileye's insiders would be required to enter into Tender and Support Agreements, (e) the definition of "Company Material Adverse Effect" and the related Offer Conditions, (f) Intel's level of required effort in order to obtain regulatory approvals, and (g) Mobileye's request for reverse termination compensation, and Intel's request for termination compensation, and the circumstances under which these amounts would become payable.

From February 16, 2017 to February 18, 2017, representatives of Intel's management, Skadden and Houthoff met with representatives of Mobileye's management and Morrison & Foerster at the New York offices of Skadden to continue to discuss the remaining outstanding issues between the parties and several open due diligence items. Such discussions confirmed that there remained significant gaps between the parties, including with respect to (a) Intel's request for a strategic investment option to purchase up to 15% of the Shares of Mobileye, (b) the termination triggers for the Tender and Support Agreements requested by Intel, (c) the definition of "Company Material Adverse Effect," (d) the triggers for the payment of termination compensation by Mobileye, and (e) the treatment of Mobileye Options and Mobileye RSUs.

On February 20, 2017, representatives of Intel's management provided an update to the Intel Board which included a preliminary review of the potential merits of the proposed transaction, the potential reaction of stockholders and the general status of the negotiation of the Purchase Agreement and other transaction documents with Mobileye and its representatives, as well as on matters reviewed in connection with the due diligence review process. Also on February 20, 2017, Skadden sent Morrison & Foerster a revised draft of the Purchase Agreement.

On February 22, 2017, Mobileye issued its earnings release for the fourth quarter of 2016 and the full year 2016.

From February 24, 2017 through February 26, 2017, representatives of Intel's management, Skadden, and Houthoff held meetings with representatives of Mobileye's management, Morrison & Foerster, and Van Campen at the New York offices of Skadden to negotiate the remaining outstanding issues between the parties. There remained significant gaps between the parties, including with respect to the definition of "Company Material Adverse Effect," the deal protection mechanisms and certain other important provisions. In connection with these discussions, on February 24, 2017, Morrison & Foerster sent Skadden further revised drafts of the Purchase Agreement and the form of Tender and Support Agreement. Following these additional negotiations, it was agreed, among other things, that (a) Intel would not be granted a strategic investment option but would be granted the right to purchase such number of newly issued ordinary shares of Mobileye so as to increase Purchaser's ownership by 15% of the total ownership of ordinary shares of Mobileye after giving effect to such purchase, which could only be exercised following the expiration of the Offer and the acceptance for payment by Purchaser of all Shares validly tendered (referred to in the Purchase Agreement as the "Call Option"), (b) a fiduciary termination right of the Mobileye Board would be included in the Purchase Agreement, (c) Mobileye would not pay any termination compensation in the event the Purchase Agreement were terminated as a result of a superior proposal, (d) for an alternative acquisition proposal to constitute a superior proposal the topping bid would be required to be a cash bid for an amount per Share at least 10% higher than Purchaser's offer price, and (e) Intel would not pay any termination compensation in the event the proposed transaction were not to be consummated due to the failure to receive antitrust clearances.

On February 26, 2017, Intel delivered to Mobileye an initial draft of the form of Non-Competition Agreement to be entered into with key Mobileye executives in favor of Intel providing for a five-year non-competition period (as defined and described in more detail in Section 11 — "The Purchase Agreement; Other