

holding “restricted securities” of Mobileye to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act may be impaired or eliminated. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be “margin securities” or be eligible for listing on the NYSE as described above. We intend to, and will cause Mobileye to, terminate the registration of the Shares under the Exchange Act as promptly as practicable after the Offer Closing and expect to take steps to cause the suspension of all of Mobileye’s reporting obligations with respect to the Shares under the Exchange Act. If registration of the Shares is not terminated prior to the commencement of the Post-Offer Reorganization, the registration of the Shares under the Exchange Act will be terminated following the consummation of Post-Offer Reorganization.

Other measures. Subject to the terms and conditions of the Purchase Agreement and this Offer to Purchase, Purchaser reserves the right to request Mobileye to submit proposals for a vote at the EGM in order to change the corporate structure and the capital structure of Mobileye and/or achieve an optimal financial or other structuring, including amendments to Mobileye’s articles of association and changes in the accounting policies applied in Mobileye and its subsidiaries, all in accordance with Dutch law and the articles of association of Mobileye.

14. Dividends and Distributions.

The Purchase Agreement provides that, subject to certain exceptions, from the date thereof to the Offer Closing or the earlier termination of the Purchase Agreement, without the prior written consent of Purchaser, neither Mobileye nor any of its subsidiaries will declare, set aside, make or pay any dividend or other distribution (whether in cash, shares or property or any combination thereof), with respect to any of Mobileye’s capital stock, except for dividends and distributions by a wholly owned subsidiary of Mobileye to another wholly owned subsidiary of Mobileye.

15. Certain Conditions of the Offer.

Notwithstanding any other term of the Offer or the Purchase Agreement, but subject to compliance with any applicable rules and regulations of the SEC, including Rule 14e-1(c) promulgated under the Exchange Act relating to Purchaser’s obligation to accept and pay for or return tendered shares of Mobileye after the termination of the Offer, Purchaser will not be required to accept for purchase or pay for any Shares unless each of the following conditions to the Offer has been satisfied or waived (to the extent such waiver is permitted by applicable law and the terms of the Purchase Agreement) as of the Expiration Time in accordance with the Purchase Agreement:

- (a) the Minimum Condition;
- (b) the Antitrust Clearance Condition;
- (c) the Restraints Condition;
- (d) (i) each of the representations and warranties of Mobileye relating to the absence of any fact, change, event, development, occurrence or effect that would be expected to have a Company Material Adverse Effect (as defined in the Purchase Agreement) shall continue to be true and correct in all respects as of the Expiration Time, (ii) each of the representations and warranties of Mobileye relating to capital structure shall continue to be true and correct except for *de minimis* inaccuracies as of the Expiration Time, (iii) each of the representations and warranties of Mobileye relating to corporate existence and power, corporate authorization, validity of and absence of restrictions on, and there being no other Shares, Mobileye’s subsidiaries, certain intellectual property contracts, finders’ fees and the opinion of Mobileye’s financial advisor shall continue to be true and correct in all material respects as of the Expiration Time, and (iv) each of the other representations and warranties of Mobileye set forth in the Purchase Agreement shall continue to be true and correct as of the Expiration Time, other than for such failures to be true and correct that would not have or reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect;
- (e) Mobileye has performed or complied with in all material respects the obligations it is required to comply with or perform under the Purchase Agreement at or prior to the Expiration Time;