

independent non-executive directors are not already members of the Mobileye Board) to replace certain resigning members of the Mobileye Board (the “Governance Resolutions”);

- (d) adopt one or more resolutions to (i) amend the articles of association of Mobileye, including to convert Mobileye from a public limited liability company (*naamloze vennootschap* or *N.V.*) to a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid* or *B.V.*) under Dutch law, with such amendment becoming effective as soon as practicable following the Offer Closing if so elected by Purchaser and (ii) further amend Mobileye’s articles of association after the Shares have been delisted from the NYSE, with such second amendment becoming effective following such delisting;
- (e) adopt a resolution to, subject to (i) the Acceptance Time having occurred, (ii) the Pre-Wired Asset Sale Ruling having been received and (iii) the number of Shares validly tendered in accordance with the terms of the Offer (including Shares tendered during the Subsequent Offering Period, as it may be extended by the Minority Exit Offering Period) and not properly withdrawn together with the Shares owned by Purchaser or any of its affiliates, representing at least 67% of Mobileye’s issued capital (*geplaatst kapitaal*) (the “Asset Sale Threshold”), approve the Asset Sale as contemplated by the asset sale documentation annexed to the Purchase Agreement, as required under section 2:107a of the DCC;
- (f) adopt a resolution to, subject to (i) the Acceptance Time having occurred, (ii) the Asset Sale Threshold having been achieved, and (iii) the Asset Sale having been completed, (1) dissolve (*ontbinden*) Mobileye in accordance with section 2:19 of the DCC, (2) appoint as liquidator a foundation (*stichting*) to be incorporated under Dutch law and approve reimbursement of the liquidator’s reasonable salary and costs (provided that such reimbursement will be subject to the approval of the Independent Directors (as defined below), not to be unreasonably withheld, conditioned, or delayed) and (3) appoint an affiliate of Purchaser as the custodian of the books and records of Mobileye in accordance with section 2:24 of the DCC; and
- (g) conduct such other business as may properly come before the meeting.

To the extent that, at the EGM, the Governance Resolutions, the Conversion Resolutions (which are described in greater details in clause (d) above), or the Pre-Wired Asset Sale Resolutions (which are described in greater detail in clauses (e) and (f) above) have not been adopted, or if the Mobileye Board shall determine in its reasonable judgment that any additional shareholder resolutions should be adopted, Mobileye will, following consultation with Purchaser and Intel, duly call and give notice of another EGM, which will take place at a date reasonably acceptable to Purchaser and Intel and not later than a date that will be prior to the date of the Expiration Time, to again consider such unpassed resolutions.

Mobileye has agreed that its obligation to duly call, give notice of, convene, and hold the EGM in accordance with and subject to the terms of the Purchase Agreement, and its other obligations with regards to the EGM as specified in the Purchase Agreement, will not be affected by the commencement, public proposal, public disclosure, or communication to Mobileye of any Alternative Acquisition Proposal (as defined below) (whether or not a Superior Proposal (as defined below)). Unless the Purchase Agreement is terminated in accordance with the terms of the Purchase Agreement, Mobileye has agreed not to submit to a vote of the shareholders of Mobileye any Alternative Acquisition Proposal (whether or not a Superior Proposal) or any matters relating thereto.

Mobileye will consult with Purchaser and Intel regarding the date of the EGM (or any subsequent EGM) and, unless the Purchase Agreement is terminated in accordance with the Purchase Agreement, will not cancel the EGM (or any subsequent EGM) without the prior written consent of Purchaser and Intel, provided that Mobileye may, on no more than one occasion, following reasonable consultation with Purchaser and Intel, and, to the extent requested in writing by Purchaser and Intel, Mobileye shall cancel and reconvene the EGM (or any subsequent EGM) solely to the extent reasonably necessary (x) to ensure that any supplement or amendment to EGM materials that the Mobileye Board, after consultation with outside counsel, reasonably determines is