

transactions; and (s) any combination of the foregoing; provided that any transaction described in the foregoing clauses (g) through (s) will require the prior written consent of Mobileye, such consent not to be unreasonably withheld, conditioned, or delayed.

If the Pre-Wired Asset Sale Ruling has been obtained, the Pre-Wired Asset Sale Resolutions have been adopted at the EGM (or any subsequent EGM), the Asset Sale Threshold has been achieved, and the Offer Closing has occurred, Purchaser may require Mobileye to enter into an asset purchase agreement in the form attached to the Purchase Agreement as Exhibit A (the "Asset Sale Agreement"), in which case the parties shall promptly implement the Asset Sale and take the steps and complete the actions and transactions set forth in the Asset Sale Agreement. Immediately following the completion of the Asset Sale, Mobileye shall implement the Liquidation, which shall result in the Second Step Distribution in accordance with the terms and conditions of the Asset Sale Agreement.

*Call Option.* Mobileye has granted Purchaser an irrevocable option to purchase such number of newly issued ordinary shares, nominal value €0.01 per share, of Mobileye ("Ordinary Shares"), within the limits of Mobileye's authorized but unissued share capital at the time of issuance, so as to increase Purchaser's ownership of Ordinary Shares by 15% of the total ownership of Ordinary Shares outstanding, after giving effect to the exercise in full of the Call Option (in the aggregate, the "Option Shares"), in exchange for an amount per Ordinary Share equal to the Offer Consideration. The Call Option is exercisable one time, in whole or in part, following the Acceptance Time and no later than the last day of the Subsequent Offering Period (including any Minority Exit Offering Period, if applicable). The Call Option terminates concurrently with the termination of the Purchase Agreement. Purchaser can pay for the Option Shares at its sole election, subject to compliance with mandatory provisions of Dutch law, by (a) wire transfer of immediately available funds to a bank account designated at least three business days in advance by Mobileye, (b) issuance by Purchaser to Mobileye of a promissory note in favor of Mobileye, guaranteed by Intel or a creditworthy subsidiary of Intel, (c) contribution in kind (*inbreng in natura*) in accordance with Section 2:94b or (if applicable) 2:204b of the DCC by Purchaser to Mobileye by way of the assignment by Purchaser to Mobileye of a promissory note issued by Intel or a creditworthy subsidiary of Intel in favor of Purchaser, or (d) any combination of clauses (a) through (c). Intel and Purchaser shall jointly and severally pay all expenses, and any and all federal, state, Israeli and local taxes and other charges in any jurisdiction, that may be payable in connection with the issuance of the Option Shares including any relevant deeds of issuance in the name of Purchaser or its permitted assignee, transferee, or designee.

*Certain Adjustments.* In the event that, during the period between the date of the Purchase Agreement and the Expiration Time, the number of outstanding Shares or securities convertible or exchangeable into or exercisable for Shares is changed into a different number of shares or securities or a different class as a result of a reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer, or other similar transaction, then the Offer Consideration and any other amounts payable pursuant to the Purchase Agreement will be equitably adjusted, without duplication, to reflect such change.

*Representations and Warranties.* In the Purchase Agreement, Mobileye has made customary representations and warranties to Intel and Purchaser that are subject to specified exemptions and qualifications contained in the Purchase Agreement and to certain disclosures in Mobileye's SEC filings filed or furnished on or after December 31, 2014, and publicly available at least two business days prior to the date of the Purchase Agreement, including representations relating to, among other things: its organization, valid existence, and standing under the laws of the jurisdiction in which its business is being conducted; its subsidiaries; its articles of association and bylaws; its capitalization; its corporate power and authority relative to the Purchase Agreement and the transactions contemplated by the Purchase Agreement; required governmental authorizations or filings or other consents and approvals, and no violations of organizational documents; public SEC filings and financial statements; certain business practices, including controls and procedures over disclosures and financial reporting; the absence of certain changes or events; the absence of undisclosed liabilities; compliance with laws, including sanctions laws