**Addendum to Unprotected Lease**

Signed and Sealed on this 1st Day of February in the Year 2018

**By and Between:**

***Atirey Yeda* Ltd., Comp. Reg. No. 51-276926-6**

Of 221A Dizengoff St., Tel Aviv.

Hereinafter: the “**Lessor**”

**The First Party**

**-AND-**

**Mobileye Vision Technologies Ltd., Comp. Reg. No. 51-2700436**

Of 13 Hartom St., Har Hotzvim, Jerusalem.

Hereinafter: the “**Lessee**”

**The Second Party**

**Whereas** The Lessor and the Lessee entered into an Agreement, dated January 31, 2008, which was in essence an Unprotected Lease concerning spaces at a leasehold located at 13 Hartom Street, in Har Hotzvim, Jerusalem, which included Appendices, amongst which was Appendix A1 (Agreement Amendment Appendix) (hereinafter, jointly: the “**Lease**”), and subsequently, the Parties signed Addendums to the Lease dated July 27, 2009, January 15, 2012, October 23, 2012, June 30, 2014, July 24, 2014, May 19, 2015, July 4, 2016 & January 31, 2017, in the setting of which additional spaces in the Building were let to the Lessee, as an integral part of the Leasehold (hereinafter, jointly: the “**Lease Addendums**”);

**Whereas** Subject to the satisfaction of the terms and conditions of this Addendum, and with the addition of extra spaces let hereunder, commencing February 1, 2018, the Lessee is the sole tenant in the Building leasing from the Lessor all the office spaces, and the remaining spaces as set forth in Section 3 of this Appendix (hereinafter: the “**Entire Leasehold**”).

**Whereas** In addition to the spaces comprising the aforementioned Wing A, the Parties agree, that the Lessor will execute a Lobby Enlargement (as defined hereinafter) in the Building, and at Lessee’s election, the Lessor shall build Floor B1 (as defined hereinafter), same being within the Lessor’s absolute responsibility, and at the Lessor’s expense, and for the purpose of letting same to the Lessee, and the Lessee has agreed to lease them from him, subject to the provisions of this Addendum hereinafter;

**Whereas** The Parties have agreed that the majority of the ongoing management services in respect of the Building, as set forth below, will be transferred to the Lessee and be his responsibility;

**Therefore, the Parties have Declared, Stipulated, and Agreed to the Following:**

1. Preamble and Terms.

The Preamble hereto constitutes an integral part hereof. The terms in this Addendum will be afforded the same meaning ascribed to them in the Lease and/or in the Lease Addendums, as applicable.

1. All spaces subject matter hereof will be added to the Leasehold, and will form an integral part of the Entire Leasehold, in accordance with the terms and conditions of delivery, and on the dates of commencement of the Lease, as set forth in this Addendum, and ending at the conclusion of the Second Extended Period on February 29, 2024, and/or at the conclusion of some other term as shall be agreed.

Together with the spaces added to the Leasehold and rented to the Lessee under this Addendum, commencing February 1, 2018, the total (gross) area of the Building rented to the Lessee under the Agreement and under all Agreement Addendums, and the rates applicable thereto, shall be as follows:

* 1. Offices - 10,871 m2, in accordance with a rent rate of 85 NIS, per m2, per month;
  2. Parking Spaces – 178 parking spaces at 500 NIS per parking per month;
  3. Storage Rooms – 260 m2 at 34 NIS, per m2, per month;
  4. Story-Wide Protected Spaces (“**FPS**”) – 17 FPSs (formerly refereed to as “***Unit Protected Spaces***”) in total constituting 263.5 m2, at 45 NIS, per m2, per month;

The abovementioned sums do not include VAT. The aforementioned prices will be linked to the basic index, which is the CPI Index for April 2014, *viz*., 101.9 points (the “**Basic Index**”).

**All of the foregoing is subject to the following provisions and stipulations**:

1. The Entire Leasehold includes, *inter alia*, the areas comprising Wing A, Floors 3, 4, 5 & 6, leased to the Lessee and in his possession, as of the date of commencement of this Addendum, as a sub-tenant of **Teva Pharmaceutical Industries Ltd.** (the “**Teva-Mobileye Sub-Tenancy Agreement**”, and “**Teva**”, respectively), provided that the Lessor receives Teva’s consent to terminate the Teva-Mobileye Sub-Tenancy Agreement prior to its natural conclusion date (without Mobileye being subjected to payment of any compensation), as well as rescission of the agreement between *Teva* and *Atirey Yeda*. Subject to securing the aforementioned consents, and notwithstanding anything to the contrary herein this Addendum, exclusively between February 1, 2018 and January 14, 2019, on account of the Entire Leasehold, in respect of an area the size of which is ​​670 m2, gross (all spaces of Floors 3 and 6 in Wing A), a reduced rate of rent will be payable to the tune of 65 NIS per m2 (gross), linked to the July 2015 Fruit and Vegetable Excluded Consumer Price Index, which stands at 100.0 points, and which was published on August 15, 2015.
2. The Entire Leasehold includes a 40-car Automated Multi Car Parking System (“**Parking Multipliers**”) (and not 50, as previously agreed).
3. The Entire Leasehold does not include the spaces of Lobby Enlargement and Floor B1 which are included in this Addendum, and they will be added to the aforementioned areas upon, and subject to, their delivery in accordance with the terms and conditions of this Addendum. Moreover, the FPS in respect of Level 0 next to Wing A, with a total size of 15.5 m2 gross, is similarly excluded, (this space is held on the date of execution hereof by the Management Company), and same will be delivered and let to the Lessee on the date on which the Management Company vacates the Building. The Entire Leasehold does include the spaces of the FPSs on levels 1, 2 near Wing A, rented to the Lessee commencing on the date of this Addendum.
4. The Rent over the course of the Second Extended Period, as defined in Section 6 of the Addendum dated July 24, 2014, and in so far as the Lessee elects to exercise the Option granted to him – the Rent over the course of the Third Extended Period, will be in accordance with Section 6 of the Addendum dated July 24, 2014.
5. Storage Rooms – The size of the area is subject to a review to be conducted of the Storage Rooms. A closed space with four walls and a door, which the Lessee’s uses as a Storage Room, will be construed as such Storage Room, provided that the Lessee is no longer charged rent for such space.
6. Under Section 2.1.3 of the Addendum dated May 19, 2015 (with respect to the former “Falafel” area – the size of which is approximately 59 m2 gross, on Level Minus 1), the Rent for this space shall be payable per the rates applicable in respect of the Storage Room, subject to it being used as a Storage Room, whereby the space shall be left in “envelope” finishing condition, and not populated; in so far as the foregoing condition shall change, the charge will be in accordance with the rate applicable to the Leasehold (offices) from the date of said change and thereafter.
7. Floor B1 and the Lobby Enlargement (as defined below) – Rent shall be payable, subject to their delivery to the Lessee on the following terms and conditions, as shall be determined by a certified surveyor appointed by the Lessee prior to the Delivery Date, at the Lessee’s election. The Rent will be in accordance with the “office” rate set forth in this Section above.
8. The Lessee will not be liable for Rent on account of the first parking on the left of the main entrance to parking level Minus 2, which shall be reserved for the Lessor’s exclusive use.
9. Insurance costs and other expenses related to the Parking Multipliers will be paid by the Lessor, and the Lessee will not be charged for them in any way shape or form.
10. The Lobby Enlargement.

The Lessee is hereby given an option, in accordance with the Lessee’s exclusive discretion, to demand that the Lessor, at a time chosen by the Lessee, and for the purposes of leasing same to the Lessee, build additional construction, with light and transparent roofing, in the patio area adjacent to the Building’s Lobby, in accordance with plans to be prepared by the Lessor, and which shall be coordinated with, and upon the consent of, the Lessee (the “**Lobby Enlargement**”). The Lessor shall have no claim and/or legal action against the Lessee, insofar as the Lessee chooses not to exercise the option granted under this Section 4 (*sic*).

The Lessor’s undertaking under this Section is conditional on obtaining a building permit, or a lawful permit in respect of extraordinary use, no later than 4.5 years before the end of the Second Extended Tenancy Period (*viz*., securing said permit no later than by August 31, 2019).

To the extent that the Lessee chooses to exercise the option under this Section 4, the following provisions shall apply:

* 1. It is the Lessor’s responsibility to obtain, at his own expense, all authorisations and permits necessary for the construction of the Lobby Enlargement, and he shall invest his best efforts in securing same. At the Lessor’s request, the Lessee agrees to cooperate in sending a representative on his behalf to join the Lessor and help explain the importance, as far as the Lessee is concerned, of approving the Lobby Enlargement, in any hearing to be held on the Lessor’s application for a building permit, before the Jerusalem Local Planning and Building Committee and/or the Jerusalem Municipality. In the alternative, if no building permit is granted, the Lessor will apply for a permit to permit extraordinary use, and will build light and transparent roofing in accordance with its terms and conditions. In any event, the planning and dates of execution of the works will be determined in coordination with, and with the approval of, the Lessee.
  2. The Lessor will delivery the Lobby Enlargement to the Lessee as a licensee, no later than 60 days from the date of receipt of the building permit to build the Lobby Enlargement, in envelope condition, at the Lessor’s expense, and with nothing other than the electrical, plumbing, and air conditioning feeding facilities installed and connected at the entrance to the envelope, and with all relevant permits having been secured. The Lessor is responsible for obtaining the relevant Form 4 [Hebrew – Occupancy Permit – g.m.] (with no occupancy impediments), where necessary, for each of the areas, and effect the changes and additions and the repair ofany defects, if necessary. It is the Lessee’s responsibility to perform the lobby adaptation works, in accordance with the Lessee’s discretion, at the Lessee’s expense, and prior to the Lessee commencing the works the Lessee will receive the Lessor’s approval for the adjustment work plans.
  3. The date on which the Lessee’s liability to pay the Rent and all other payments incumbent on the Lessee as the party in possession (management fees, municipal taxes, etc.) on account of the Lobby Enlargement, shall be the date on which the Lessee’s adaptation works have been concluded, and the Lessee commences activities in the enlarged lobby, but no later than 60 days from the date it was delivered to the Lessee in envelope state.

1. Level 1, Wing B (hereinafter: “**Level B1**”).
   1. The Lessee is hereby granted an option to demand, at the Lessee’s exclusive discretion, that the Lessor, at a time chosen by the Lessee, and for the purposes of renting same to the Lessee, build a gallery (made of steel) in the Building Lobby (which is a double height ceiling space), in such manner that is shall divide the Lobby into two floors, and connect and result in full continuity with other 1st floor areas in the Building, in accordance with the plan that the Lessor shall prepare, and which shall be in coordination with, and with the consent of, the Lessee (“**Level B1**”). The Lessor will have no claim and/or legal action against the Lessee insofar as the Lessee elects not to exercise the option granted under in this Section 5 (*sic*).

The Lessor’s obligation under this Section is conditional upon receipt of a lawful building permit and/or a permit for extraordinary use, no later than 5 years before the end of the Second Extended Lease Period (*i.e.* no later than by February 28, 2019). In any case, the planning and dates of execution of the works will be determined in coordination with, and with the approval of, the Lessee.

* 1. If the Lessee elects to exercise the Option in this Section 5, the following provisions shall apply:
     1. No later than 120 days from the date of delivery of the Lessee’s notice to the Lessor regarding his desire to exercise the option, the Lessor undertakes as follows:

1. That he will execute and complete the construction works and deliver the space of Level B1 to the Lessee in such condition as shall be construed to be “completed,” in accordance with the specifications customarily used in the offices in the remainder of the Leasehold (the specs. shall be implemented in coordination with, and with the consent of, the Lessee), and all electricity, water, plumbing, and air-conditioning systems are installed and connected to the remaining areas of the Leasehold, and all permits necessary to populate it have been secured; for the avoidance of doubt, it is clarified and agreed, that it is the sole responsibility of the Lessor to secure all necessary building permits, if any, both for the purposes of constructing the additional works subject matter of this Addendum, and for the purposes of using Level BI spaces as offices. Moreover, the Lessor will be further responsible to obtain the certificate of completion and Form 4 (with no limitations on occupancy) wherever these are required, in respect of each one of the spaces, and to effect any changes and additions, as well as repairs of any defects, if necessary;
2. Shall restore the Lobby to its former condition (which shall continue to function as a lobby / dinning area), as well as the remaining segments of the Leasehold which he shall use over the course of the performance of the aforementioned works, to a high finishing standard, that shall not be inferior to the existing standard, and return them to the Lessee’s absolute use.
3. Will install, at his own expense, air conditioners, both on Level B1 and in the Lobby (if necessary), in accordance with the office specifications employed in the Lessee’s offices.
4. Will create openings in such places and in such manner as shall be agreed with the Lessee, to create continuity between the spaces of Level B1 and the remaining spaces of Level 1 of the Building.
   * 1. The Lessor declares and undertakes, that in respect of the period of time during which the construction work shall be carried out in the Building Lobby as aforementioned, only a period of 7 days requires a complete shutdown of the Building Lobby, which at the time of signing this Addendum serves the Lessee’s employees as a dining room, and the Lessor acknowledges that there is no alternative dining room. No complete shutdown of any other parts of the Building will be required.
5. The Lease Addendum dated January 31, 2017 is Amended as Follows:
   1. Parking Multipliers. After the Lessor realized that it is not possible to install 50 Parking Multipliers in the Building’s parking lot, the number of Parking Multipliers the Lessor shall install will be 40, and the date of delivery thereof, for the purposes of commencement of payment of Rent, will be February 1, 2018.

The Lessor shall bear and be fully liable for the costs and expenses associated with construction, maintenance and/or use of the Parking Multipliers. The Lessor shall be responsible for and comply, at his own expense, with the legal and regulatory requirements and regulations (including safety regulations, safety standards and/or safety instructions) as well as the manufacturer’s instructions applicable in connection with the installation and use of Parking Multipliers, including any safety directives. The Lessor will be responsible to provide training sessions as mandated by the Parking Multiplier importer, for the benefit of users, for the entire term or terms, as required.

* 1. At the Lessor’s demand, the Lessee agrees to postpone the date of delivery to the Lessee of Levels 0,1,2 in Wing A and 20 parking spaces on level (-1) to February 1, 2018, and the Lessor waives any claim and/or legal action against the Lessee the cause of which shall be delivery to the Lessee before such date.

1. Construction Works - General.

Without prejudice to the aforementioned specific provisions, each Party agrees, declares, and undertakes as follows:

* 1. This Agreement does not create a contractor-client relationship between the Parties. All renovation and construction works subject matter hereof, and anything arising therefrom and connected therewith, directly or indirectly (hereinafter: the “**Works**”), including the plans, permits, approvals and Works that will be required from either Party, shall be done by each Party as his own absolute responsibility, and at his own risk, and at the exclusive expense of that Party, unless otherwise prescribed by this Addendum, and this Addendum does not impose any responsibility or liability whatsoever on the other Party and/or any agent thereof on such account. At the same time, the Lessor undertakes to perform the Works while being mindful of the Lessee and the Lessee’s business and other needs.
  2. Planning the Work schedules, Work procedures, and any changes thereto, shall be effected by complete coordination with the Lessee, will be subject to the Lessee’s prior written approval, and will be carried out in a way that they will not harm, or alternatively, will harm to the slightest degree, the Lessee’s reasonable use of the Leasehold and his rights. The Lessor undertakes to make every effort to meet the schedule prescribed hereby, and will notify the Lessee immediately of any delay which, in his assessment, may result in non-compliance with the schedule. All Works subject matter of this Addendum shall be performed strictly during the evenings, from 18:00 (6 PM) until 07:00 (7 AM) the following day.
  3. Prior to commencement of the Works, each Party shall ensure receipt of approval for the Works imposed on it under this Addendum, all consultants necessary for the Works’ execution plans, including electricity, air conditioning, plumbing, safety, fire safety, acoustics, construction, accessibility, etc.
  4. Each Party shall alone be responsible and liable for safeguarding all of his equipment, materials, and property at the site of execution of the Works and/or which shall be brought by him or by any person acting on his behalf, in connection with the execution of the Works, and their security. The other Party will bear no liability of any and every kind in connection with any of the foregoing.
  5. Wherever it is necessary to secure any permit and/or approval by law and/or at the demand of any competent authority, in respect of any of the spaces subject matter of this Addendum, the Lessor will not be entitled to deliver them to the Lessee until such permits and/or approvals have been received by the Lessor, in full, presented to, and approved by, the Lessee, including safety and administrative certification by the appropriate consultants, building permits, and approvals from any competent authority, such as the Fire Department, the Ministry of Health, etc., as mandated by the nature of the Works. For the avoidance of doubt, it is clarified and agreed, that it is the Lessee’s sole responsibility to obtain the Form 4 (with no impediment to occupancy), and certificate of completion, when same are necessary, for each one of the spaces, and effect alterations and additions, finishing works (only on account of any space that the Lessor undertook to deliver in “complete” condition), and to repair any defects, if necessary.
  6. The Lessee’s approval of any plans and/or documents related to the execution of the Works does not release the Lessor from his responsibility for them, nor does the issuance of such approval impose on the Lessee and/or anyone acting on his behalf any responsibility or liability.
  7. The Works incumbent on the Lessor in accordance with this Addendum, and everything pertaining thereto, will be at the Lessor’s expense, and their costs are embodied and reflected in the prescribed rate set for the Rent.
  8. Safety
     1. Each one of the Parties shall bear, on account of the Works incumbent on it under this Addendum, full and unquestioned responsibility and liability for the Works, and for the purposes of the execution thereof, such Party assumes, *inter alia*, the duties incumbent on a party executing construction, the foreman and employer, in accordance with the Occupational Safety (New Version) Ordinance 1970-5730 (hereinafter: the “**Occupational Safety Ordinance**”), and in accordance with the Organization of Safety Supervision Act 1954-5714, and any other applicable law concerning occupational safety, including all regulations, directives, and decrees issued under them and/or to be published by virtue of them in the future, and will be responsible for their complete implementation.
     2. Each party shall appoint, insofar as it is obligated to do so by law, a licensed foreman in charge of safety, and will oblige those employed on site in the performance of the Works, to act in accordance with applicable provisions of law concerning occupational safety.
     3. Each party undertakes in the context of the Works imposed on such Party in the setting of this Addendum, to maintain fair working conditions, as well as arrangements and measures pertaining to safety and welfare, including the provision of personal protective equipment, safety measures, including railings, safety fences, safety ceilings, warning signs, safety barriers, directional barriers, etc. around, above, and underneath the place of performance of the Works, and in accordance with its various stages.
     4. Each party shall employ, in connection with the Work imposed on it under this Addendum, all safety and precautionary measures necessary to prevent loss, injury, or damage to the person and/or property of any person and/or entity, in connection with the performance of the Works, and will be solely responsible and liable for any legal action and/or claim and/or demand made against said Party in direct or indirect connection with the execution of the Works, and undertakes to indemnify and compensate the other Party, immediately upon first demand, in respect of any legal action and/or claim and/or demand and/or damage as aforesaid.
     5. All duties incumbent on a Party under this Addendum shall also apply with respect to the Works performed by his employees and/or agents and/or anyone acting on his behalf, including contractors of his appointment and/or subcontractors and/or contractors and other parties and/or works performed by anyone acting on their behalf and/or in their name.
     6. Each party, in connection with the Works incumbent on it under this Addendum, releases the other Party from liability and obligation, of any kind, that may be imposed and/or will apply in connection with work safety and/or safeguarding workers and their welfare, as stated above, and assumes all responsibility and liability in connection with any legal action filed against him or against the Lessee due to any violation of the safety instructions and regulations over the course of the performance of the Works.
  9. Each party, in the context of the Works incumbent on it, and not on the other Party, under this Addendum, will be responsible for payment of all taxes, including National Insurance Contributions, social benefits, benefits, insurances, etc. applicable to him and his employees and those employed on his behalf and/or acting by virtue of his powers and authorities, for any and all payments applicable at law to an employer in respect ofhis employees.
  10. No Party to this Addendum shall bear liability for damages on account of personal injury and/or damages to property, caused as a result of the Works imposed on the other Party under this Addendum, and each Party hereby assumes full responsibility and liability on account of any damages that may be caused as a result of performance of the Works imposed on him under this Addendum, and the generality of the forgoing notwithstanding, for all damages incurred by the other Party, his employees and/or those acting on his behalf, to the Leasehold, and to any third party.
  11. The Lessor shall provide the Lessee with an inspection warranty and warranty regarding the performance of the Works and/or the quality of the Work and/or materials used in the execution of the Works and/or in respect of defects and incompatibilities in accordance with, and in parallel to, the inspection and warranty terms applicable to a seller / contractor under the **Sale (Apartments) Act 1973-5733**. The Lessee will not be charged for payment of management fees and/or any sums of money on account of the inspection and warranty works under this section.
  12. The Lessee will be entitled to create continuity of the physical spaces leased to him hereunder, with the remaining spaces of the Leasehold in the Building, which includes, to create openings and/or unify systems (air-conditioning, etc.), all subject to the Lessor’s prior approval.

1. Maintenance, Repairs, and Management Fees

Commencing on the date of this Addendum and hereafter, the Building’s management services are assigned and transferred to the Lessee, which, under the Lease were formerly the responsibility of Lessor and/or the Building’ Management Company, and they will be performed by the Lessee, at his own expense, and will be removed from the responsibilities incumbent on the Lessor and/or the Building’s Management Company, notwithstanding the provisions of the Lease and/or the Lease Addendums, and in particular Section 16 of the Lease, and Section 4 of “Appendix A1 – Agreement Amendment Appendix” (hereinafter: “**Appendix A1**”).

In any place hereinafter in which the Lessor is mentioned, the Building’s Management Company shall also be included within the definition of Lessor.

* 1. Responsibility for services pertaining to the Building’s day-to-day management will be transferred to the Lessee. Said services will include, *inter alia*:
     1. The security of the Building as a whole, as well as Building Access Control will be fully and exclusively granted to the Lessee; The Lessor hereby consents to the installation of turnstiles and/or additional security systems in the Building, at the Lessee’s discretion, subject to presenting permission therefore from the Fire Department, and subject to the Lessee removing the turnstiles installed in the Lobby once he vacates the Leasehold and restores the flooring in the Lobby areas, formerly occupied by the turnstiles, to the condition it was in and, to the same standard it was in, prior to the installation of the turnstiles. If doing so is impossible, the Lessee will replace the flooring of the entire Lobby. 5 m2 of floor tiles have been provided to the Lessee.
     2. Maintaining the cleanliness of the Building to a standard that does not fall short of what is currently the standard at the Building; Ongoing maintenance to a standard that does not fall short of what is currently the standard at the Building (except for the services provision of which remains the Management Company’s responsibility); Submitting ongoing reports to the management company with respect to monitoring system alerts; All-inclusive payments for electricity and public water use.
  2. The Lessor, or the Management Company in his stead, whether it be the current Management Company, or some other management company as agreed between the Lessor and Lessee, will continue to be responsible for carrying out the following management and maintenance work: Preventive care and repair of electromechanical systems; Inspection of elevators and electromechanical equipment and the maintenance thereof; Providing solutions in the event of warnings flagged by the systems within its remit of responsibility, including air conditioning, elevators, and insurance as customary, the terms and conditions of which will not in any way be inferior to the terms and conditions existing in the current policies with respect to the Building, and including third party insurance with respect to the parking facilities; Control of the Lessee solely with respect to the matters pertaining to alerts on account of malfunctions remaining within the Management Company’s remit; Maintenance, operation, and insurance of Parking Multipliers, including third party insurance; Building maintenance, maintenance of mechanical systems, public plumbing, public sewerage, public electricity including the emergency generator, elevator maintenance, gardening, maintenance of public signage (but with the exclusion of cleaning common spaces); Air-conditioning services that include maintenance services in respect of a central cooling system, and providing air-conditioning cooling services all hours of the day, 7 days a week, including during the winter season; Environmental protection. It is hereby clarified, that the Lessee will continue to be liable for payments in respect of the remaining management and/or maintenance services, from the date of this Addendum and hereafter; however, such payment will be solely in accordance with actual costs (COST), and provided that the Lessee is not charged for insurance and other expenses related to the Parking Multipliers.
  3. The Lease and/or the Lease Addendum and/or any other agreement between the Parties notwithstanding:
     1. The Parties agree, that the provision of Agreement with respect to additional profit to the tune of 12.5%, prescribed by Section 4 of Appendix A1 to the Lease, is hereby rescinded.
     2. In the event that, at the Lessee’s election, any changes to the definitions of the respective roles as provided for hereby is implemented, so that management is fully restored to the Lessor (or the Management Company), commencing on the date of the aforementioned change and thereafter, the Lessee will pay the Lessor, in additional to the management fees to the tune of COST, also a profit increment of 12.5%, with an annual deduction worth 100,000 NIS from the aforementioned additional profit component, to be deducted proportionally from each and every management fee payment.
     3. The Management Company will no longer have any authority with respect to the management services transferred and assigned to the Lessee, and the Lessee will no longer be liable for payment on account thereof to the Lessor and/or the Management Company. The foregoing does not prejudice the Lessee’s obligation to pay management fees to the Management Company on account of the maintenance and management services that continue to be under the responsibility of the Lessor and/or the Management Company.

1. Insurance.
   1. Each one of the Parties undertakes to arrange for and maintain, at his own expense, the following insurance policies:
      1. In respect of the Works subject matter of this Addendum, performed by either Party or any party or entity on said Party’s behalf, and for so long as such Party continues to remain liable under agreement and/or any applicable law:
         1. Third party insurance, providing coverage worth no less than 20 million NIS, per event, and cumulatively, extended to include damages to third party property due to the use of vehicles that that Party owns and/or are said Party’s responsibility.
         2. Employer liability insurance, providing coverage worth no less than 20 million NIS, per event, and cumulatively, extended to indemnify the other Party and/or those acting on his behalf, with respect to the occurrence of any accident, in the event that they shall be construed as the employer of any of the Lessee’s employees.
         3. Professional liability insurance, worth no less than 3 million NIS, per event, and cumulatively. The name of the Insured under the policy will be explicitly extended to include the other Party and/or those acting on his behalf, on account of their responsibility and liability for the acts and/or omissions of the Party performing the Works, subject to a cross-liability clause, but excluding the liability of the Party performing the Works and/or those acting on his behalf, to the other Party.
         4. Property and Equipment Insurance.
      2. In respect of the Parking Multipliers, the Lessor undertakes to secure and maintain a third party insurance policy that does not contain exclusions on account of **lifting devices**, for a sum of no less than 20 million NIS, per event, and cumulatively, for the entire period that the Lessor and/or Lessee are exposed to risk, and same expressly to encompass the entirety of the current term of the tenancy and/or any tenancy period extended upon both Parties’ consent. Should any price increase to the third party insurance premiums in respect of the Parking Multipliers, and/or in respect of any issue related to and arising from the installation and/or maintenance and/or use thereof, be applied for the remainder of the Second Extended Period (if any), the Lessor shall bear this price increase, and he shall not be permitted to pass it on to the Lessee.
   2. The Party performing the Works will provide the Lessee with Certificates of Insurance on account of the aforementioned insurance policies, signed by his respective insurer, no later than by the date on which the aforementioned Works shall commence.
   3. The aforementioned insurances shall include stipulations to the effect that they are the primary insurance policies, and shall pay any claim before any other insurance policy in effect, and the insurer shall be estopped from claiming double insurance, or taking legal action against, or demanding co-insurance from, the insurances secured by or on behalf of the other Party.
   4. The aforementioned insurances shall include an express clause waiving the insurer’s right of subrogation *vis-à-vis* the other Party, and those acting on his behalf, provided that the aforementioned waiver of the right of subrogation shall not apply for the benefit of a person who caused the damages with malicious intent. Moreover, it is expressly agreed, that the term “vehicle” for the purposes of this section shall also be deemed to include: Cranes, forklifts, tractors, towing vehicles and trailers, other construction equipment, and any motor vehicle that is subject to a legal obligation to insure.
   5. The Party performing the Works as aforementioned hereby, releases the other Party, and those acting on his behalf, from responsibility and liability for any loss or damage that may be caused to any property that is brought by him, or by those acting on his behalf, or for him, to the site and its surroundings, in the setting of the execution of the Works, for any reason, and the generality of the forgoing notwithstanding, including for equipment, tools, and other materials; However, such exemption shall not apply for the benefit of any person who has caused the damages maliciously.
2. The terms and conditions of the Lease, its Appendices, and Addendums, shall remain effective and binding without any changes, subject to the provisions herein this Addendum, which shall supersede in the event of any contradiction or incompatibility. Subject to the foregoing, all the terms and conditions of the Lease and its Appendices and/or the Lease Addendums, concerning the leasing of the Leasehold, and everything involved therewith, as applicable, shall apply to this Addendum, *mutatis mutandis*.

**And in witness whereof the parties have signed**

***\_\_\_\_\_\_[Signed]\_\_\_\_\_\_\_\_\_\_\_\_\_*** ***\_\_\_\_\_\_[Signed]\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Atirey Yeda* Ltd. Mobileye Vision Technologies Ltd.**

[*Stamp*: Legal Approved; By \_\_\_ (*name illegible*); Date: February 6, 2018]