

March 6, 1984

Mr. David S. Morse
President
Amiga Corporation
3350 Scott Boulevard, Building 7
Santa Clara, California 95051

Dear Dave:

This letter will outline the terms we have discussed with regard to the proposed purchase by Atari Incorporated ("Atari") of (i) 1,000,000 shares of Series B Preferred Stock (the "Shares") of Amiga Corporation ("Amiga") and (ii) a license for three 68000 based integrated circuits as described in Schedule 1 (the "Chips") being developed by Amiga. Our objective is to enter into, as soon as feasible, a formal stock purchase agreement (the "Stock Purchase Agreement") and a license agreement (the "License Agreement") between Atari and Amiga.

The Stock Purchase Agreement will include among other things, the following provisions:

1. Upon completion of development of all three of the Chips by September 1, 1984, Atari will purchase the Shares at a price of \$3.00 per Share. The consideration for the Shares shall be cash and/or cancellation of indebtedness of Amiga to Atari. (See below for description of advances to be made to Amiga by Atari for the development of the Chips.)

2. You have informed us that the current capital structure of Amiga consists of 3,500,000 shares of common stock, all of which is owned by the company's employees; 500,000 shares of common stock reserved for issuance to employees under stock option plans adopted by the company's board; 2,000,000 shares of common stock reserved for issuance to InterMedics Corporation upon conversion of outstanding secured convertible notes having a total face amount of \$5,800,000. Except as set forth in the preceding sentence, there are no equity securities, or debt or other instruments convertible into or exchangeable for equity securities, or rights, options or warrants to purchase or subscribe for any such securities outstanding. All outstanding securities are fully paid. We understand that Amiga proposes to sell up to 2,000,000 shares of Series A Preferred Stock having rights, preferences and privileges no more favorable to their

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holders than those of the Series B Preferred Stock; such sale to be at a price of not less than \$2.00 per share: To the extent that the average sales price of the first 2,000,000 shares of Series A Preferred Stock sold (or, if fewer than 2,000,000 shares are sold prior to September 1, 1984, the average sales price of all shares of Series A Preferred Stock sold prior to such date) excluding the first ~~250,000~~ of such shares sold is less than \$2.00, Atari shall receive a credit against royalties due under the license equal to the product of (A) the number of such shares sold prior to September 1, 1984 times (B) the sum of (1) 75% of the amount by which \$2.00 exceeds the greater of (x) such average sales price and (y) \$1.75 plus (2) 100% of the amount, if any, by which \$1.75 exceeds such average sales price. In the event that Amiga offers to sell or issue any other equity securities, or debt or other instruments convertible into or exchangeable for equity securities, or rights, options or warrants to purchase or subscribe for any such securities, Atari shall have the right to purchase that number of shares of such securities as is necessary to maintain its then percentage ownership of Amiga. Excluded will be shares issued in mergers or acquisitions.

3. The rights, preferences and privileges of the Series B Preferred Stock will be as set forth on the attached Exhibit A.

The License Agreement will include, among other things, the following provisions:

1. In return for an exclusive, worldwide, perpetual license to have made and use the Chips and to have made, use and sell products containing the Chips (the "Products"), Atari shall make quarterly royalty payments based on \$2.00 per set of the Chips used in Products sold by Atari. This license will grant Atari the exclusive right to sell Products in the video game field and the non-exclusive right to sell Products in the home computer field subject to the restrictions set forth in paragraph 4 below. Included in the foregoing rights will be a license to use relevant parts of Amiga's firmware and operating system, including graphics kernel, the I/O Controllers, etc. The license will require each party to hold the underlying technology in confidence. Except as set forth in the next sentence, Amiga shall not grant any other party a license to make, use or sell Chips or Products, unless any such license contains provisions specifying (1) that Chips and Products may not be used or sold or sublicensed for use or sale in the video game field or the home computer field, and (2) that Atari is a third party beneficiary of such provision. Amiga may license General Instruments Corporation to use the audio Chip and to sell products containing the audio Chip provided that such license shall prohibit sales of products using the audio Chip in the coin operated video game

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field prior to June 1985 and in the home video game and home computer fields prior to June 1986.

2. While Amiga will retain ownership of the Chip masks subject to the rights of Atari described herein, Amiga will make the Chip masks available to at least two sources of supply which are mutually acceptable to Atari and Amiga.

3. Amiga will provide Atari with information and assistance in the completion of the design for Atari's products and in programming. Atari will be given the option of purchasing development systems (including hard disc and extended RAM) for Amiga's direct cost (excluding overhead) plus 10%. At Atari's option, Amiga will provide Atari with free access to development system designs, specifications and parts so that Atari can build these units on its own. Atari and Amiga will advise each other of any development system sold to third parties without retention of control over software developed using such system.

4. Atari shall not have the right to sell any Product in the home computer field until June 1, 1985 at which time it shall have the right only to sell a computer upgrade module for the video game system which converts such system into a computer. Atari will have the right to sell a stand-alone computer containing the Chips beginning in March 1986. Neither party shall offer a second disc drive or the ability to expand RAM capacity in excess of 128K for Atari's computer products before January 1986.

5. The Atari and Amiga systems will only be made software compatible upon mutual consent of the parties. If these systems are not made software compatible, the parties will cooperate in converting software for the other party's system. Each party will secure in agreements with third party software suppliers the right to convert their software to the other party's system. The foregoing agreements relate only to software for the video game and home computer fields.

6. Atari will have the exclusive right to market its computer containing the Chips through mass market distribution channels while Amiga shall have the exclusive right to market its computer containing the Chips through value added distribution channels. These restrictions shall apply in the United States and Canada only and shall terminate April 1, 1986.

7. Atari will have an exclusive license to use the Chips in coin operated games for a royalty of \$15.00 per Chip set. Atari shall lose its right to exclusivity in the coin operated game field if Atari does not pay Amiga at least \$100,000 in coin-op royalties in each one year period, if working Chips

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are completed and delivered to Atari by August 1, 1984, beginning November 1, 1984 or, if the working Chips are not completed by such date, beginning with the first sale of a coin operated game incorporating the Chip set. Atari shall have the option to pay any shortfall in earned royalties to preserve exclusivity.

8. In addition, Amiga will place in escrow with the Bank of America documentation for the logic of the Chips and, as available, copies of tapes, masks and other material useful to manufacture of the Chips.

Upon execution of this letter of intent, Atari will advance Amiga the sum of \$500,000 in exchange for a note in the form attached as Exhibit B. In the event that Atari and Amiga fail to sign a License Agreement on or prior to March 31, 1984, and if the \$500,000 note is not paid in full by June 30, 1984, Atari shall have the right to obtain the documentation held in escrow and use such documentation as permitted by the above described licenses to be granted by Amiga to Atari except that such licenses shall be fully paid in exchange for cancellation of the \$500,000 note. Amiga and Atari agree to negotiate in good faith regarding the License Agreement. ~~It is not intended that Atari receive back the \$500,000 due. Instead that Atari get a license for the Chips as set forth herein.~~

In addition, Atari will advance other sums to Amiga for development of the Chips pursuant to the milestone schedule attached hereto as Exhibit C in exchange for convertible secured notes of Amiga. As security for the repayment of the advances, Amiga shall grant Atari a security interest in the assets of Amiga. Such advances shall be converted into shares of Series B Preferred Stock of Amiga if development and delivery of the Chips is completed in a timely manner. If development and delivery of the Chips is not completed on or before September 1, 1984, Atari may elect (A) to convert the notes into Series B Preferred Stock and retain the above described licenses or (B) to declare the notes immediately due and payable by Amiga to Atari on September 1, 1984 and retain the above described licenses provided that the royalty payable shall be \$4.00 per Chip set, in which case Atari shall have the right to set off amounts due to Amiga under the licenses against Amiga's repayment obligation. In either case, Atari shall have the right to obtain the documentation held in escrow and use such documentation as permitted by the above described licenses, and, if Atari incurs expenditures in completing design of the Chips, Atari may set off its direct costs (excluding overhead) plus 10% against royalties due under the licenses. ~~If Atari converts the notes to equity as provided herein, no interest shall be payable on the notes.~~

Atari shall have the right to review Amiga's business (including audited financial statements) to assure itself of the

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Two weeks of recalculation of Atari's Corporate and bylaws to include 1983 and financials

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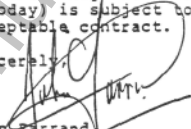
soundness of Amiga prior to execution of final agreements. The final agreements will incorporate additional terms to protect Atari's investment in the event that Amiga becomes subject to bankruptcy, reorganization, or similar proceedings, or if Amiga's business becomes otherwise impaired. For example, Atari may license the Chips from an entity owned jointly by Amiga and Atari to which Amiga has granted a fully paid license for the Chips.

Amiga will give Atari in advance agendas for all board meetings and will give Atari minutes of all such meetings (with material relating to competitive material deleted). Amiga shall provide Atari with monthly financial statements and audited annual financial statements.

Neither Amiga nor Atari shall make any public announcement or disclosure regarding this letter of intent, the Stock Purchase Agreement or the License Agreement without the prior written approval of the other party.

Please sign and return the enclosed duplicate copy of this letter if the foregoing terms are acceptable to Amiga. Of course, our agreement (other than the obligations of Amiga under the note for \$500,000 delivered today) is subject to actual execution of a final mutually acceptable contract.

Sincerely,


John Farrand
President and Chief Operating
Officer

The foregoing is hereby
acknowledged and agreed to by:

Amiga Corporation

David S. Morse, President

EXHIBIT A

Rights and Preferences
of Series B Preferred
Stock of Amiga Corporation
(the "Company"):

(1) Conversion:

The holder of Series B Preferred Stock shall have the right to convert the Series B Preferred Stock at any time after the date of issuance and prior to the fifth business day before the effective date of redemption, into shares of Common Stock of the Company, on a one-for-one basis, subject to adjustment.

(2) Automatic Conversion:

Each share of Series B Preferred Stock shall be automatically converted into Common Stock, at its then applicable conversion rate in the event of the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Act"), covering the offer and sale of Common Stock for the account of the Company to the public at an aggregate offering price of not less than \$7,500,000 and an offering price per share to the public equal to or greater than \$7.50 (subject to adjustment for stock splits, etc.)

(3) Antidilution Provisions:

The Series B Preferred Stock shall be initially convertible into Common Stock on a one-for-one basis. The conversion rate of the Series B Preferred Stock shall be subject to adjustment to prevent dilution in the event of (i) any subdivision or combination of the Company's outstanding Common Stock, or (ii) any payment by the Company

of a stock dividend to holders of the Company's Common Stock.

after taking into account existing

The conversion rate of the Series B Preferred Stock also is subject to a weighted average formula antidilution adjustment upon the Company's issuance of Common Stock (or securities convertible into Common Stock or options, warrants or rights to acquire any such Stock) for consideration per share which is less than the conversion price of the Series B Preferred Stock. Such conversion price will initially be set at \$3.00. The issuance in any year of no more than 5% of the stock outstanding on the first day of such year to employees or consultants pursuant to a plan or agreement unanimously approved by the Company's Board of Directors will not cause an adjustment in the conversion price pursuant to the antidilution formula. *No more than 5% shall be so issued*

5%

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(4) Dividend Provisions:

The Series B holder shall be entitled to receive non-cumulative dividends in preference to any dividend on Common Stock at the rate of \$0.30 per share per annum when and as declared by the Board of Directors. The Company has never paid any cash dividends on its Common Stock, and does not anticipate paying such dividends in the near future. The present policy of the Company's Board of Directors is to retain future earnings for the operation and expansion of the Company's business.

(5) Liquidation Preference:

In the event of any liquidation or winding up of the Company, the Series B holder shall be entitled to receive \$3.00 per share plus all accrued but unpaid dividends in preference to the holders of Common Stock

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but on a pro rata basis with other holders of preferred stock of the Company. A consolidation or merger of the Company, sale of all or substantially all of its assets or sale of securities by the Company or its shareholders resulting in the purchaser(s) receiving 50% or more of the outstanding voting securities of the Company shall be deemed to be a liquidation or winding up for purposes of the liquidation preferences. (Notice and timing provisions shall provide opportunity to convert first.)

(6) Redemption:

The Series B Preferred Stock may be redeemed all or in part, at the election of the Board of Directors at any time after March 1, 1991, for the redemption price of \$3.00 per share plus all declared and unpaid dividends.

(7) Voting Rights:

The holder of Series B Preferred Stock shall have the right to that number of votes equal to the number of shares of Common Stock issuable upon conversion of such shares. The holders of at least a majority of the outstanding Series B Preferred Stock, voting as a separate class, must approve certain transactions of the Company such as a merger or sale of all of the assets of the Company or the sale of securities with the same rights, privileges and preferences as, or having priority over, the Series B Preferred Stock.

Registration Rights:

It is intended that the holder of Series B Preferred Stock shall receive the same registration rights as granted to other purchasers of Preferred Stock of the Company. Such registration rights should be substantially as follows:

(1) Demand Registration:

At any time after March 31, 1985 (but not within 180 days after the effective date of the Company's first registered offering to the general public), investors holding at least 200,000 of the shares of Common Stock issued or issuable upon conversion of those shares having registration rights (the "Registrable Securities") may request registration of the Company of at least 200,000 shares of Common Stock or, if less, that number of shares having an aggregate net offering price of \$5,000,000 if it is the initial public offering and \$3,000,000 if it is subsequent to the Company's initial public offering, subject, however, to the right of the Company, upon advice of its underwriters, to reduce the number of shares proposed to be registered. The holders may make two such requests.

(2) Company Registration:

The holders of Registrable Securities may request that shares of Common Stock issued or issuable upon conversion of Registrable Securities may be included in Company-initiated registrations of the Company's Common Stock. In the event that the underwriters advise that market factors require a limitation of the number of shares to be underwritten, the number of shares of Registrable Securities that may be included in the registration shall be allocated among all holders thereof in proportion, as nearly as practicable, to the respective amounts of Registrable Securities entitled to inclusion in such registration and held by such holders at the time of filing the registration statement; provided, however, that the

number of Registrable Securities included in any registration other than the initial public offering shall not be less than 10% of the number of shares being registered.

(3) S-3 Registration:

If and when the Company is eligible to register its Common Stock on Form S-3, investors shall be entitled to request an unlimited number of registrations of Common Stock having an aggregate net offering price of not less than \$500,000 on Form S-3.

(4) Lock-Up Provision:

The holders of Registrable Securities, upon request by the Company and its underwriter, must agree not to sell their shares of Common Stock issued or issuable upon conversion of the Registrable Securities (except for any such shares included in the registration) for a period of up to 120 days following the date of effectiveness of the initial registration, provided that the directors of the Company also agree.

(5) Expenses:

The Company shall bear all expenses (exclusive of underwriting discounts and commissions or fees of more than one counsel for all selling shareholders) of a demand registration described in (1) above and of all "piggyback" registrations and registrations on Form S-3 described in (2) and (3) above, unless those requesting the demand registration subsequently withdraw their request and do not desire to forfeit their right to one demand registration.

(6) Transfer of Rights:

Transfer of registration rights (other than to an affiliate of the investor) may be made only if the transferee acquires at least 30,000 of the holder's shares.

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EXHIBIT B

SECURED NOTE

U.S. Dollars \$500,000

March 7, 1984

FOR VALUE RECEIVED, the undersigned Amiga Corporation, a California corporation (the "Borrower"), hereby promises to pay to the order of Atari, Inc. (the "Lender") the principal sum of Five Hundred Thousand Dollars (\$500,000) on June 30, 1984 at the office of the Lender at 1265 Borregas Avenue, Sunnyvale, California 94086 or as such other address as the Lender may designate by notice to the Borrower in lawful money of the United States and the Borrower further promises to pay interest from the date hereof on the unpaid balance hereof, until paid in full, and like money, at said office at a fluctuating rate equal to 120% of the prime rate of Bank of America on the date hereof and adjusted on the first day of each month or such lesser rate as shall be the maximum rate permitted by applicable law. Computations of interest under this secured note shall be made on the basis of the number of days lapsed based on a 365 day year.

As collateral security for the due and punctual payment and performance by the Borrower of all obligations and liabilities under or arising out of or in connection with this secured note and the prompt and complete payment when due of all other indebtedness, obligations and liabilities of the Borrower to the Lender, whether now existing or hereafter incurred, the Borrower hereby assigns, conveys, mortgages, pledges and transfers to the Lender, and hereby grants the Lender a continuing security interest in, all personal property of the Borrower, or in which the Borrower has rights, wherever located and whether presently existing or hereafter acquired, including, without limitation to the generality of the foregoing, all equipment, inventory, consumer goods, accounts, chattel paper, money, instruments, documents and general intangibles, all accessions to any of the foregoing and all proceeds of any of the foregoing (and all proceeds of proceeds), whether money, accounts, instruments, chattel paper, documents, equipment, inventory, farm products, consumer goods, general intangibles, or deposit accounts, provided that the Lender does not hereby consent to the sale or other disposal thereof (all of the foregoing, the "Collateral").

The Borrower represents and warrants that (a) it is a corporation duly incorporated, validly existing and in good standing under the laws of California and has all requisite corporate power and authority to own and lease its properties and to conduct its business as presently conducted and as contemplated; (b) it is qualified to do business and in good standing in each jurisdiction where the failure to so qualify

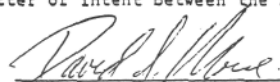
could have a material adverse effect upon its business; (c) the execution, delivery and performance by the Borrower of this secured note are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action, do not require consent or approval and do not contravene law or any contractual restriction binding on the Borrower; (d) this secured note is the a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms; (e) except as disclosed in a letter of David Morse addressed to John Farrand dated March 6, 1984, there are no pending or threatened actions or proceedings affecting the Borrower before any court or governmental agency which could materially adversely effect the financial condition or operations of the Borrower; (f) the grant of the security interest hereunder will, upon filing a financing statement describing the Collateral with the California Secretary of State, constitute a fully perfected security interest in the Collateral, subordinate only to the security interest granted by the Borrower to InterMedics Corporation. If any of the foregoing representations or warranties shall prove to have been incorrect in any material respect when made, then the Lender shall be obliged to the Borrower (a) declare the unpaid principal balance, all accrued and unpaid interest and any expenses under this secured note due and payable, whereupon the same shall be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower, and (b) be entitled to exercise all rights, privileges, powers and remedies provided to a secured creditor under the Uniform Commercial Code with respect to the Collateral.

No amendment or waiver of any provision of this secured note shall be effective unless in writing and signed by the Lender and then shall be effective only in the specific instance and for the specific purpose for which given and shall not constitute an amendment or waiver of any other provision or of the same provision at any other time or under any other circumstances.

All notices and other communications provided for hereunder shall be in writing and shall be mailed or delivered, addressed as follows: To the Borrower: Amiga Corporation, 3350 Scott Boulevard, Building 7, Santa Clara, California 95051, Attention: David S. Morse if to the Lender: Atari, Inc., 1265 Borregas Avenue, Sunnyvale, California 94086, Attention: John Farrand.

Representations and warranties made herein shall survive the execution and delivery of this secured note. If any portion of this secured note is determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

This note may be exchanged for a convertible secured note of the Borrower upon execution of a license agreement as more fully described in a letter of intent between the Borrower and the Lender.


Amiga Corporation

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EXHIBIT C

MILESTONE SCHEDULE

Signing of Letter of Intent	\$ 500,000
Signing of the License Agreement	\$ 1,000,000
Working Samples of Chip #1 delivered to Atari; ready for manufacturing quantity runs	\$ 500,000
Working Samples of Chip #2 delivered to Atari; ready for manufacturing quantity runs	\$ 500,000
Working Samples of Chip #3 delivered to Atari; ready for manufacturing quantity runs	\$ <u>500,000</u>
TOTAL:	\$ 3,000,000

SCHEDULE 1

The "Chips" are three custom VLSI circuits designed to work with a Motorola 68000 microprocessor and perform the following functions:

Chip #1 - Audio Channels

"Portia" Disc Controller, UART, Interrupt Control

Chip #2 - Multiple Bit Plane Memory Map

"Daphne" Sprite Controllers

Collision Detection, Priority Control, Scrolling
Video Output

Chip #3 - Address Generators System

"Agnus" Dynamic RAM Refresh

TV Sync Counters

Frame Buffer Animators

Graphics Kernel Coprocessor

Escrow Instructions

Escrow Instructions made and entered into as of May 15, 1984 among Amiga Corporation, a California corporation having its principal place of business at 3350 Scott Boulevard, Building 7, Santa Clara, California 95051 ("Amiga"), Amiga Computer, Inc., a California corporation, having its principal place of business at 3350 Scott Boulevard, Building 7, Santa Clara, California 95051 ("ACI"), Atari, Inc., a Delaware corporation having its principal place of business at 1265 Borregas Avenue, Sunnyvale, California 94086 ("Atari") and Bank of America, N.A.S.B. having its office at 2905 Stevens Creek Boulevard, San Jose, California 95128, Valley Fair Branch (Branch #575) ("Escrow Agent").

R E C I T A L S

A. Amiga and Atari have entered into a letter agreement dated as of March 6, 1984, as amended as of May 11, 1984, (as so amended, the "Letter Agreement") pursuant to which Amiga agreed to place in escrow certain materials set forth on Exhibit A hereto ("Escrowed Materials") relating to certain integrated circuits (the "Chips"). The Letter Agreement shall not be merged into this Escrow and this Escrow shall be deemed auxiliary to the Letter Agreement.

B. The parties anticipate that the technology relating to the Chips (the "Technology") will be transferred to Intermedice, Inc. and then to ACI. The term "Owner" when used herein shall refer to Amiga or ACI as the case may be, depending upon which of them is then the owner of the Technology.

C. The parties desire that the Escrow Agent hold the Escrowed Materials for the benefit of Atari in accordance with the terms and provisions of this Escrow.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Creation of Escrow.

Upon execution hereof, Owner hereby deposits into Escrow the Escrowed Materials. Owner agrees to keep the Escrowed Materials up-to-date and from time to time will add to the contents of the Escrowed Materials for such purpose.

2. Access to Escrowed Materials.

The Escrow Agent shall give any designated agent of Atari or Owner access to the Escrowed Materials from time to time upon request, but only in the presence of a representative of the other party. The agents designated by Atari for this purpose are Kenneth J. Nussbacher, James A Cook and Paul Jakob. The agents designated by Owner for this purpose are David S. Morse, Daniel E. Bertram, and Jay Miner. Designated agents may be changed from time to time upon written notice to the Escrow Agent and the other party. Designated agents may be accompanied by such other personnel or agents of Atari or Owner, as the case may be, as the designated agent deems appropriate. When exercising rights of inspection under this Section 2, Atari agrees to hold in confidence any information (other than information (a) independently developed by Atari, (b) acquired by Atari from a third party, (c) in the public domain, (d) disclosed by Amiga to a third party without restrictions, or (e) previously known to

Atari) obtained, except to the extent authorized under the Letter Agreement or any other agreement entered into pursuant to the Letter Agreement.

3. Term.

This Escrow shall expire September 15, 1984 or at such earlier date as the Escrowed Materials are delivered to Atari; provided, however, that this Escrow shall be extended automatically until the resolution of any court proceeding brought by any party hereto regarding the Escrow or the Escrowed Materials. If the Escrow Agent is in possession of the Escrowed Materials at termination of this Escrow, such materials shall be delivered to Owner without further action or approval by the parties hereto.

4. Release of Escrowed Materials to Atari.

At any time after June 30, 1984, upon five business days written notice given to the Escrow Agent and to Owner, the Escrow Agent shall release the Escrowed Materials to Atari in the event that Atari provides to the Escrow Agent and to Owner written notification signed by an officer of Atari stating that Atari is entitled to release of the Escrowed Materials in accordance with the terms of the Letter Agreement.

5. Owner.

Each of Amiga and ACI agrees that at such times as it is the owner of the Technology, it will carry out the obligations of Owner under this Escrow and will hold the Technology subject to Atari's rights hereunder and under the Letter Agreement.

6. Duties.

The Escrow Agent shall carry out its duties hereunder to the best of its ability and shall be liable only for gross negligence or willful misconduct. The Escrow Agent shall be obligated only to perform such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by the Escrow Agent to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be liable for any act it may do or omit to do hereunder as Escrow Agent while acting in good faith and in the exercise of its own judgment or upon the advise of its counsel. The Escrow Agent's duties hereunder may be altered, amended, modified or revoked only by a written instrument signed by the parties hereto.

7. Bankruptcy.

Bankruptcy, insolvency, dissolution or absence of any party hereto shall not affect the Escrow Agent's performance hereunder.

8. Notices.

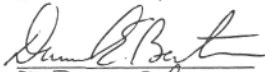
All notices, requests, demands and other communications required by, or made in connection with, this Escrow or the transactions contemplated by this Escrow shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered in person, or three days after mailing if mailed by certified or registered mail, postage prepaid, return receipt

requested, for the addresses set forth at the front of this Escrow. Such addresses may be changed, from time to time, by means of a notice given in the manner provided in this Section 8.

IN WITNESS WHEREOF the parties hereto have executed this Escrow effective as of the date first above written.

AMIGA COMPUTER, INC.


AMIGA CORPORATION


By: DANIEL E. BERTRAM
Title: VICE PRESIDENT


By: DANIEL E. BERTRAM
Title: VICE PRESIDENT

ATARI, INC.

Accepted:
BANK OF AMERICA NT&SA


Kenneth Nussbacher
Vice President


Name:
Title:

EXHIBIT A

Escrowed Materials

- a) Logic diagrams for three chips;
- b) Source listings for simulator and library software routine;
- c) Complete functional description of three chips;
- d) Full specification for emulator;
- e) Irrevocable letter of instructions to chip manufacturer instructing it to manufacture and sell Chips to Atari at the request of Atari.

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