



**PRODUCTION RESOURCES AGREEMENT**

**WARNER BROS.  
PRODUCTION RESOURCES**

4000 Warner Boulevard  
Producer's 9, Suite 100  
Burbank, California 91522  
(818) 954-6620  
Fax: (818) 954-6723

November 21, 1994

Ms. Lynn Latz  
ATARI GAMES CORPORATION  
675 Sycamore Dr.  
Milpitas, CA 95035

**RE: "DISCLOSURE"/ATARI**

Dear Lynn,

This will confirm our understanding and agreement concerning the placement of **ATARI**, including any and all packaging, trademarks, logos and designs associated therewith, in the above referenced Picture.

1. You agree to supply us the following Product as needed, to be ordered by and shipped to us at the address set forth below:

**MUSETTE BUCKLEY  
WARNER BROS.  
4000 WARNER BLVD.  
PRODUCER'S 9, STE 100  
BURBANK, CA 91522  
(818) 954-6547**

2. Product Description: **ATARI JAGUAR SYSTEMS**

Product Value: \$ 1,256.00

SEE: EXHIBIT A

3. Subject to the terms and conditions of this agreement, we will arrange for said Product to be placed in a visible and identifiable manner in the Picture.
4. You agree to send, via FAX transmission, a complete listing of all inventory involved, including value and serial numbers on the same day shipment is sent. Said FAX shall be sent to the Production Resources Department at 818/954-6723. You further agree that no representative of your company shall appear at any shooting location unless accompanied by a representative of our Production Resources Department or has obtained prior written consent from such representative.



RE: "DISCLOSURE"

5. In consideration hereof, you agree to pay us the sum of Zero Dollars (\$00.00) at such time as we have demonstrated that said Product appears recognizably in the answer print of the Picture. It is your desire that the Product appear in the Picture. You consent and such consent is limited to, such Product's appearance in the Picture and in the advertising, promotion, and exploitation, thereof, any and all media now or hereafter known, throughout the world, in perpetuity. Any other use of the Product is strictly prohibited. Notwithstanding the foregoing, we shall have the right, in our sole discretion not to include the product in the picture. If the Product does not appear as agreed we will waive all payment. Neither you nor we shall have any further obligations under this agreement. Notwithstanding anything herein to the contrary, you recognize that the producers of the Picture must retain all artistic and creative control, and may decide for subjective reasons to edit the Picture in such a way that the Product may not appear recognizable in the Picture as released. You warrant that no other consents are required for the appearance of the Product in the Picture or that all such consents have been obtained by you.
6. We hereby acknowledge that production company and/or Warner Bros. will provide full insurance coverage on all equipment listed above and that production company is solely responsible for any loss or damage thereto. All product will be returned to the vendor/sponsor unless previously agreed upon.

If the foregoing accurately reflects our understanding and agreement, kindly secure the execution of two (2) copies of this agreement by an authorization signatory of your company and return one copy to our attention.

Yours truly,

A handwritten signature in cursive script that reads "Musette Buckley".

Musette Buckley  
Manager, Production Resources  
WARNER BROS. INC.

~~AGREED AND ACCEPTED:~~

A handwritten signature in cursive script that reads "Ben Cowitt".

By: Ben Cowitt  
Its: Vice President, Production Administration

Date:

cc: Larry Schneider  
Debbie Paddrick

AGREED AND ACCEPTED:

By:  
Its:

Date:

\contract revised 3/94

**PRODUCTION RESOURCES  
PRODUCT RELEASE FORM**

**P/O #:8137**

Feature Title: **"DISCLOSURE"**  
 Vendor: **ATARI**  
 Manufacturer: **ATARI**  
 Contact/ Title: **SEAN MANNION, PROPS**  
 Telephone: **2226**

Page: 1 of  
 Release Date: 6/23/94

WBPR Representative: **MUSETTE BUCKLEY**  
 Phone: **818-954-6547** Fax: **818-954-6723**

Product Origin:  Warehouse  Vendor/Manufacturer  Picked up by Production

QTY	PRODUCT/ MODEL #	SERIAL # COLOR/ SIZE	VALUE:	EXT'D VALUE	RETURN DATE	INT/C
1	JAGUAR SYSTEM #J8001	K13C014081			8/16/94	A/A
1	JAGUAR SYSTEM #J8001	K13C014086			8/15/94	A/A
1	JAGUAR SYSTEM #J8001	K13C014082			8/15/94	A/A
3	COMPOSITE MONITOR CABLE #J8004				8/16/94	A/A
2	JAGUAR CONTROLLER #J8901 <i>of red disk</i>				8/15/94	A/A
3	TEMPEST 2000 #J9010 (GAMES)				8/16/94	A/A
1	LYNX SYSTEM #PA4101	Y4271006239			8/16/94	A/A
1	LYNX SYSTEM #PA4101	Y4271006237			8/15/94	A/A
2	AC ADAPTOR #PAG1200				8/16/94	A/A
1	CHECKERED FLAG #PA2053 (GAME/LYNX)				8/16/94	A/A
1	PINBALL JAM #PA2055 (GAME/LYNX)				8/16/94	A/A
1	SHADOW OF THE BEAST (GAME/LYNX) #A2081				8/16/94	A/A
18						

**NOTES:** Upon Completion Please Return Directly to:  Production Resources  Vendor/Manufacturer  
 P/O #: 8137

*IN WAREHOUSE*

By signing below you understand that you are fully responsible for the safe return of these products to Warner Bros. Production Resources Department when finished or upon the completion of the film unless otherwise designated. **PRODUCT MUST BE RETURNED IN ORIGINAL BOXES.** Unless previously agreed Production will be charged for any unreturned items.  
 Received by (Print): \_\_\_\_\_

Signature: *Tom Gleason*  
 Date: *6-24-94*

**VENDOR:** At the time the above is returned to you, please sign and date. For our records, please fax a copy to Warner Bros. Production Resources (818) 954-6723.

Vendor: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Vendor: \_\_\_\_\_  
 Date: \_\_\_\_\_



# FINISHED GOODS RELEASE

## No. 109947

SHIP TO:

FORM 1 OF 1

NAME Warner Bros. - Production Resource Dept.	REQUESTED DELIVERY DATE 3/1	RETURN DATE Upon Completion
ADDRESS 4300 Warner Blvd. Burbank, CA 91522	FROM DEPT./ACCT. NO. (COMPLETED BY FINANCE)	TO DEPT./ACCT. NO. (COMPLETED BY REQUESTOR)
CITY, STATE, ZIP CODE Burbank, CA 91522	AMPS	FREIGHT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> COLLECT
ATTENTION Lee Reinert (818) 334-6000	G/L <i>1/22-2/7-11</i>	<input type="checkbox"/> PREPAID - 0628

### JUSTIFICATION (REQUIRED)

For use in "Disclosure" (c/v)

Ship: Inlet via US 2 day air to ensure delivery by 3/1/84

*For Sean Hammond*

PRODUCT LISTED BELOW IS BEING RELEASED FOR: (REQUESTOR: CHECK 1 BOX, FOR INTERNATIONAL CHECK 2 BOXES)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> 1. Software Development - External | <input type="checkbox"/> 8. Advertising                       | <input type="checkbox"/> 15. International - Check Reason  |
| <input type="checkbox"/> 2. Hardware Engineering - External | <input type="checkbox"/> 9. Sales Training Centers            | <input type="checkbox"/> 16. Corporate Administration      |
| <input type="checkbox"/> 3. Hardware Engineering - Internal | <input type="checkbox"/> 10. Atari Institute                  | <input type="checkbox"/> 17. Prizes / Awards               |
| <input type="checkbox"/> 4. Regional Centers                | <input type="checkbox"/> 11. Trade Shows                      | <input type="checkbox"/> 18. Test Equipment                |
| <input checked="" type="checkbox"/> 5. Public Relations     | <input type="checkbox"/> 12. Employees - Job Related - Office | <input type="checkbox"/> 19. Marketing Promotions          |
| <input type="checkbox"/> 6. Sales Promo/Test & Evaluation   | <input type="checkbox"/> 13. Employees - Job Related - Home   | <input type="checkbox"/> 20. Educational Test & Evaluation |
| <input type="checkbox"/> 7. Business Development - External | <input type="checkbox"/> 14. Employees Executive              | <input type="checkbox"/> 21. Other                         |

QUANTITY REQUESTED	PART NUMBER	DESCRIPTION	SERIAL NUMBER	QUANTITY ISSUED
		<i>3/N K13C014081</i>		
1		Jaguar case	<i>K13C014080</i>	3 ✓
1		Composr - Modules	<i>K13C014082</i>	3 ✓
1		Jaguar controller		2 ✓
3		Yunpess 100		3 ✓
2		Jaguar 200	<i>4N44271006239</i>	2 ✓
1		AT Adapter	<i>44271006237</i>	2 ✓
1		Technical Fl.		1 ✓
1		Technical Jan		1 ✓
1		Manual of the Dept		1 ✓

CARRIER <i>18 TOTAL</i>	PIECES <i>18</i>	WEIGHT
SHIPPING CLERK <i>[Signature]</i>	DATE SHIPPED <i>2/1/84</i>	FRT. CHGS.
SPECIAL INSTRUCTIONS Include Return Receipt	RECEIVED BY <i>[Signature]</i>	EMPLOYEE NO. DATE

### APPROVALS

ORIGINATOR <i>[Signature]</i>	TELEPHONE <i>818/334-6000</i>	DATE <i>2/28/84</i>	APPROVED BY <i>[Signature]</i>	TELEPHONE	DATE
FINANCE APPROVAL	TELEPHONE	DATE	INVENTORY CONTROL	TELEPHONE	DATE

File "Warner Bros"  
cc David S.



**WARNER BROS.  
CONSUMER PRODUCTS**

4000 Warner Boulevard  
Burbank, California 91522  
(818) 954-6245  
Fax: (818) 954-7378

Holly J. Stein  
Director  
Interactive Entertainment - Worldwide

November 9, 1994

Mr. Sam Tramiel  
ATARI CORPORATION  
1196 Borregas Avenue  
Sunnyvale, CA 94089

Dear Sam,

It was a pleasure seeing you yesterday and being brought up to speed on your concept for the Jaguar GameFilm. It is clear from our brief meeting how exciting this new genre of game playing is, and we would like to further explore Warner Bros. direct involvement in the concept.

We will be having internal discussions in the near future to talk about possible next steps for the proposed venture, and we will contact you shortly thereafter.

Best regards,

A handwritten signature in black ink, appearing to read 'Holly Stein', written in a cursive style. Below the signature is the printed name 'Holly Stein'.

HS:yw

cc: Dan Romanelli  
Randy Blotky

Date: August 8, 1994

Screenplay Code Number: \_\_\_\_\_

From: WARNER BROS., a division of  
Time Warner Entertainment Company, L.P.  
4000 Warner Boulevard  
Burbank, California 91522

To: Sam Trameil  
ATARI CORP.  
1196 Borregas Ave.  
Sunnyvale, CA 94089-1302

Working Title of Screenplay: "BLINKO"

Re: Screenplay Confidentiality

Dear Sam :

You are being furnished by Warner Bros. with a copy of the above referenced screenplay for review in connection with the following specific business purpose:  
cartridge and CD-ROM video games for Atari Jaguar System

You acknowledge that the content of this screenplay is a trade secret of Warner Bros.

This will confirm your agreement that, in consideration of your being given an opportunity to read the screenplay in furtherance of said business purpose: (i) you will be bound by an obligation to keep the contents of the screenplay strictly confidential and you will not disclose such contents to anyone, including but not limited to the press, the media, your friends, family, acquaintances, and the general public; (ii) you will make no copies of the screenplay unless authorized in writing by Warner to do so; (iii) you will permit no third party to read this copy of the screenplay unless authorized in writing by Warner, and unless such third party also signs a copy of this letter; and (iv) you will return this copy of the screenplay to Warner promptly upon Warner's request.

Due to the confidential nature of the content of the screenplay as a trade secret of Warner, in the event of any breach of this agreement, in addition to all of Warner Bros.' other rights and remedies (including, but not limited to, the right to bring suit against you for lost revenues), Warner Bros. shall be entitled to equitable relief, including injunctive relief, as you acknowledge there shall be no adequate remedy solely at law in relation to a breach of this agreement. Without limiting the foregoing, a breach

of this agreement shall also be deemed a breach of any and all other agreements then existing between you and Warner Bros., subjecting all such agreements to termination at Warner Bros.' election.

In any action concerning enforcement or interpretation of this agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and costs. This agreement is made in the state of California and shall be governed by the laws of California.


Please countersign a copy of this letter in the space provided below to confirm your agreement to the foregoing, and return it to Warner.

Yours truly,

WARNER BROS., a division of  
Time Warner Entertainment Company, L.P.

By \_\_\_\_\_  
Its Authorized Representative

AGREED TO AND ACCEPTED BY:

  
\_\_\_\_\_  
Sam Tramiel

ARTWORK CONFIDENTIALITY AGREEMENT

As a potential licensee of certain rights related to that certain motion picture currently entitled "BATMAN FOREVER" and presently in development by Warner Bros. (the "Motion Picture"), we, Warner Bros. Consumer Products ("WBCP"), are sharing with you artwork for the Motion Picture (the "Proprietary Information"). You understand and agree that the Proprietary Information is highly confidential in nature and that disclosure of the Proprietary Information or any portion thereof will result in serious financial harm to Warner Bros. Among other damages, unauthorized disclosure or dissemination of the Proprietary Information will 1) damage Warner Bros. carefully planned advertising and promotional strategies, ii) reduce interest in the undisclosed aspects in the Motion Picture, thereby reducing interest in the Motion Picture itself, iii) make unique or novel elements of the Motion Picture susceptible to imitation or copying in other entertainment projects of third parties prior to the Motion Picture's release, and iv) provide unauthorized third parties with materials capable of being used to create unauthorized and counterfeit Motion Picture related merchandise.

By your signature below, you hereby agree that you shall not reproduce, disseminate or otherwise circulate or distribute the Proprietary Information or the substance or contents thereof, in whole or in part, in its original form or in any other form to any person or entity other than your directors, officers or employees ("Internal Personnel") who shall be given access to the Proprietary Information on a "need to know" basis only. All Internal Personnel receiving access to the Proprietary Information shall be advised of the terms of this Agreement and shall, by signing a copy, agree to be bound by its terms. Upon our request, you will provide us with a complete list of all Internal Personnel who have received access to the Proprietary Information and copies of the executed copies of this Agreement relating to such Internal Personnel.

You further shall not reproduce or permit the reproduction of any of the Proprietary Information except as the performance of services for us requires, and upon the completion of your services you shall return to us all original Proprietary Information delivered to you, and you shall either deliver to us all reproductions you made thereof or you shall destroy beyond recognition to our satisfaction any reproductions not delivered to us.

Due to the confidential nature of the Proprietary Information, in the event of any breach of this Agreement, in addition to all other remedies, we shall be entitled to equitable relief, including but not limited to injunctive relief, as you acknowledge there shall be no adequate remedy at law in relation to a breach of this Agreement. Without limiting the foregoing, in addition to all other rights and remedies available to us, a breach of this Agreement shall also be deemed a breach of any and all other agreements between you and Warner Bros., including WBCP, or any of its clients, subjecting all such agreements to termination. This Agreement is made in the state of California and shall be governed by the laws of the state of California.

In addition, you hereby acknowledge that you have been advised by WBCP that the Motion Picture and the Proprietary Information is, as of the date hereof, in the development phase, and as such may be subject to such changes, delays or cancellation as Warner Bros. shall in its sole discretion deem appropriate and WBCP makes absolutely no commitments whatsoever as to any actual release of the Motion Picture identified herein.

AGREED TO AND ACCEPTED:

Adams Corp                      8/9/94  
(Name of Company)                      (Date)  
By: [Signature]                      Sam Trammell  
(Signature)                      (Print Name)





**FACSIMILE MEMORANDUM**

Direct: (408) 745-8824

Fax: (408) 745-8800

TO: Steve Koltai  
Warner Bros.  
FROM: Sam Tramiel  
RE: Movie/Game Concept  
FAX: 9.1.818.954.6665  
DATE: September 19, 1994

*Re-sent  
10/3/94*

TOTAL # OF PAGES (Including this page: 1 )

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I hope that you had a good vacation and I wish you a happy and sweet New Year. During the last few weeks, David Schwartz and I have given a lot of thought to the movie/game concept. Dave has also spoken to Steve a number of times and they have exchanged information. What I suggest, without getting into a lot of detail is the following:

The project should be a joint-venture with Warner Brothers and Atari sharing any profits. The costs are mainly the filming, which I suggest Warner cover, and the programming, video clean-up, compression, and storyline, which Atari will cover. The sales and marketing should also be done by Atari as we know where the retailers are. Warner and Atari should work together how to promote the concept to the media and after the launch of the title on the Jaguar platform, maybe three months, we should release on the IBM PC CD-Rom.

The Jaguar is going into over 300 ToysRUs stores in the next few weeks and our national TV campaign has just started and goes into full gear on October 3. On the 19th of October, we will have a major title release, "Alien vs. Predator," which I think is one of the best video games ever produced. We will sell over 50,000 copies of this cartridge with a base of just 100,000 pieces.

During the end of August, Jerry Leven came to the Silicon Valley and saw a demo of the FSN for Orlando. At that time, he was shown the Jaguar section of the test and from what I understand he was very impressed with the Jaguar system.

I also want to advise you that we have come to terms with Holly Stein regarding Batman Forever and hope to produce an excellent game based on the movie.

I will be back in the US on Wednesday and would appreciate any ideas you have on how we can proceed with the project.

Yours truly,

(Dictated but not read by Sam Tramiel)



WARNER BROS.

4000 Warner Boulevard  
Burbank, California 91522  
(818) 954-1287  
Fax: (818) 954-3133

Terry Semel  
Chairman  
Co-Chief Executive Officer

\*\*\* FAX MESSAGE \*\*\*

TO: Sam Tramiel  
FAX No. 408-149-8800  
DATE: June 9, 1994  
NUMBER OF PAGES (INCLUDING COVER) \_\_\_\_\_

Dear Sam:

My understanding is that Don Tannenbaum has given Supermac approval to use the advertising trailer from Maverick. I think it only fair that you should be able to use it also.

Best regards,