

# **EXHIBIT E**

**Amendment No.17**

**dated as of December 9, 2014**

**to**

**the Credit Facility Agreement  
dated as of 21 April 2006**

**among**

**ATARI EUROPE SAS  
as Original Borrower**

**and**

**ATARI SA  
as Parent**

**ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.  
as Lender, Facility Agent and Security Agent**

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**THIS AMENDMENT No.17** dated as of December 9, 2014 (the "**Amendment No.17**") to that certain Credit Facility Agreement referred to hereunder is made among:

- (1) **ATARI EUROPE SAS**, a simplified stock company (*société par actions simplifiée*) incorporated under the laws of France, with a share capital of EUR 190.000, whose registered office is located at 78, rue Taitbout, 75009 Paris, registered with the Paris companies and trade register under number 328 033 410, represented by Atari SA, itself represented by its *Directeur général*, Mr. Frédéric Chesnais, as original borrower (the "**Original Borrower**");
- (2) **ATARI SA**, a stock company (*société anonyme*) incorporated under the laws of France with a share capital of EUR 1.600.540,91 whose registered office is located at 78, rue Taitbout, 75009 Paris, registered with the Paris companies and trade register under number 341 699 106, represented by its *Directeur général*, Mr. Frédéric Chesnais (the "**Parent**"); and,
- (3) **ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.**, an exempted company incorporated under the laws of the Cayman Islands, having its registered office at c/o Ogier Fiduciary Services (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9007, in the Cayman Islands, represented by Alden Global Capital Limited, its Investment Adviser, itself represented by: Alden Global Capital LLC, its Sub-Adviser, itself represented by: Jason Pecora in his capacity as Managing Director and duly empowered for the purpose hereof ("**Alden**"), facility agent (the "**Facility Agent**"), and security agent (the "**Security Agent**");

The Original Borrower, the Parent, the Facility Agent, the Security Agent and Alden shall be hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- A. A credit facility (the "**Credit Facility**") was established in favour of the Original Borrower pursuant to the terms of that certain Credit Facility agreement dated as of April 21, 2006 as amended by an Amendment no.1 dated June 12, 2006, an Amendment no.2 dated September 8, 2006, an Amendment no.3 dated April 3, 2007, an Amendment no.4 dated June 20, 2007, an Amendment no.5 dated October 10, 2007, an Amendment no.6 dated December 17, 2007, an Amendment no.7 dated February 27, 2009, certain waiver letters dated November 26, 2008 and January 23, 2009, an Amendment no.8 dated March 31, 2009, an Amendment no.9 dated December 10, 2009, an Amendment no.10 dated April 26, 2010, an Amendment no.11 dated October 1, 2010, an Amendment no.12 dated June 30, 2011, an Amendment no.13 dated December 23, 2011, an Amendment no.14 dated June 27, 2012, an Amendment no.15 dated December 18, 2012 and an Amendment no.16 dated December 24, 2013 (as amended, restated, extended, supplemented or otherwise modified, the "**Credit Facility Agreement**"), among inter alia the Original Borrower, the Parent and Bank of America Securities Limited ("**Bank of America**").
- B. Pursuant to a transfer agreement dated December 10, 2009, Bank of America and the parties thereto have agreed to the transfer (*cession*) by Bank of America to the BlueBay Value Recovery (Master) Fund Limited ("**BlueBay**") of all of Bank of America's commitments, rights and obligations under the Credit Facility Agreement.
- C. Pursuant to a certain transfer agreement dated February 5, 2013, BlueBay and the other parties thereto have agreed to the transfer (*cession*) by BlueBay to Alden of all of BlueBay's commitments, rights and obligations under the Credit Facility Agreement.
- D. Pursuant to five extension letters dated March 29, 2013, July 2, 2013, September 19, 2013, September 30, 2013 and December 4, 2013 respectively, Alden has agreed to several postponements of the maturity date of the Credit Facility Agreement.

- E. With Amendment N°16, in light of the insolvency proceedings and in order to pursue the restructuring of the Atari Group and the development of its activities and business, the Parent and the Original Borrower have requested from the Lenders the postponement of the final maturity date of the Credit Facility Agreement until September 30<sup>th</sup>, 2015. Further to Amendment N°16, the Loan has been partially repaid in March 2014.
- F. The Parties have agreed to further amend the Credit Facility Agreement, pursuant to this Amendment No.17, in order to, subject to certain conditions of minimum prepayment before March 31st, 2015, postpone the Final Maturity Date of the Credit Facility Agreement until April 1<sup>st</sup>, 2017.

**IT IS AGREED AS FOLLOWS:**

**1. TITLE AND DEFINITIONS**

Terms defined in the Credit Facility Agreement (as amended) shall have the same meaning when used in this Amendment N°17 unless otherwise defined in this Amendment N°17.

**2. EXISTING COMMITMENT**

The Parties expressly acknowledge and agree that, as of September 30, 2014, the balance of the existing Commitment (outstanding loan in principal) amounts to eleven million two thousand three hundred forty eight Euros and 87 cents (EUR 11,002,348.87), together with accrued interest of one million four thousand nine hundred sixty four Euros and 02 cents (EUR 1,004,964.02).

**3. MINIMUM REPAYMENT / CONDITIONAL EXTENSION OF FINAL MATURITY DATE**

**3.1 Minimum Repayment Condition and Extension**

The "**Minimum Repayment Condition**" is defined as the repayment of at least (i) five million Euros (5,000,000.00) of principal of the Commitment, plus (ii) the corresponding accrued interest on the outstanding Commitment, no later than March 31st, 2015.

By exception to clause 9.7(a)(ii) of the Credit Facility Agreement, in the event Parent completes a Proposed Issuance (as defined below) by March 31<sup>st</sup>, 2015, Parent undertakes to allocate 50% of the net proceeds thereof to repayment of the balance of the existing Commitment.

Subject to the Minimum Repayment Condition being met, Alden hereby irrevocably and unconditionally agrees to extend to April 1<sup>st</sup>, 2017 (the "**Extended Maturity Date**") the date of repayment of the balance of the Commitment in principal plus accrued interest. Accrued interest on the remaining Commitment will be paid in cash semi-annually starting on September 30, 2015.

For the avoidance of doubt, in the event the Minimum Repayment Condition is not met or only partially met by March 31<sup>st</sup>, 2015, then (i) the maturity date of the Credit Facility Agreement shall remain unchanged as at September 30, 2015 and (ii) any amount received by Alden from the Parent as part of satisfaction of the Minimum Repayment Condition pursuant to this clause 3.1 shall remain with Alden and serve as a partial repayment of the Commitment.

**3.2 Fee to be paid in connection with the conditional extension of the Final Maturity Date**

Original Borrower hereby undertakes to pay Alden, on October 1<sup>st</sup>, 2015, a fee equal to seven per cent (7.00%) of the balance of the Commitment outstanding as at September 30<sup>th</sup>, 2015 (the "**Extension Fee**").



**3.3 Standstill agreement**

During the Period (as defined below), Alden hereby undertakes not to, and Parent hereby undertakes to do its best efforts to procure that its directors (*administrateurs*) do not, directly or indirectly sell, dispose, lend, borrow, or otherwise engage into any transaction with respect to, any listed security(ies) issued by Parent, including but not limited to shares of common stock and/or Outstanding ORANes. "Period" is defined as the period of time as from and including the Effective Date until the earlier of (i) the day Parent announces that the Credit Facility Agreement has been repaid for an amount of at least five million euros (EUR 5,000,000), (ii) March 31, 2015, (iii) the day Parent publicly announces the settlement (*règlement-livraison*) of the Proposed Issuance or (iv) the day Parent publicly announces that the Proposed Issuance is abandoned.

If, by January 15, 2015, Parent has not publicly announced the proposed issuance of OCEANes (or any other type of securities) for an aggregate amount of at least 12 million Euros (the "**Proposed Issuance**"), the present standstill agreement shall immediately terminate on January 15, 2015 without any formality whatsoever.

At any time between public announcement by the Parent of the Proposed Issuance and the end of the Period, Alden may request from either Parent or the underwriter of such Proposed Issuance an update on the status of the Proposed Issuance, to which Parent undertakes to, or to procure that such underwriter does, answer in good faith and in reasonable detail within two (2) Business Days of such request, failing which the present standstill agreement shall immediately terminate without any formality whatsoever.

If, at any time during the Period, the decision is taken by the Parent to abandon the Proposed Issuance, the Parent undertakes to publicly announce such abandonment within two (2) Business Days of such decision, failing which Alden will be allowed to do so which will trigger immediate termination of the present standstill agreement without any formality whatsoever.

Any breach of the present standstill agreement by any director of the Parent at any time during the Period will trigger immediate termination of the present standstill agreement without any formality whatsoever.

**3.4 Sale of the v-Rally's intellectual property right and allocation of 50% of the net proceeds to Alden**

Alden hereby authorizes Original Borrower to complete the sale the v-Rally intellectual property right to Bigben Interactive for a price of USD 300,000. By exception to clause 9.7(a)(i) of the Credit Facility Agreement, Original Borrower hereby undertakes to allocate fifty per cent (50%) of the net proceeds of such sale to Alden upon receipt thereof, as a repayment of principal of the Commitment, it being understood that such repayment shall be included in the Minimum Repayment Condition. Accordingly, Alden agreed to remove the pledge on v-Rally in order to enable Initial Borrower to complete such sale.

**4. REPRESENTATIONS AND WARRANTIES**

Each of the Original Borrower, Parent and Alden represents and warrants that it has the full power and authority to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of this Amendment N°17 and the transaction contemplated herein.

Each of the Original Borrower and Parent represents and warrants that all representations and warranties stated in Article 19 (*Representations*) of the Credit Facility Agreement are true, complete and accurate.

**5. EFFECTIVE DATE**

This Amendment N°17 shall become effective when fully executed by the parties hereto (the "**Effective Date**").

**6. NO FURTHER AMENDMENT – RESERVATION OF RIGHTS**

Except as expressly or by necessary implication modified by this Amendment N°17, the Credit Facility Agreement shall remain unchanged and unaffected and is hereby ratified and confirmed without limitation or exception.

This Amendment N°17 shall not result in a novation of the rights and obligations of the parties to the Credit Facility Agreement and of the related security interests, which shall remain in full force and effect.

**7. COSTS AND EXPENSES**

Each party shall bear its own expenses.

**8. EXECUTION BY FACSIMILE OR PDF**

This Amendment No.17 and any other document ancillary to this Amendment N°17, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party hereto or to any such contract, each other Party hereto or thereto shall re execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such contract shall raise the use of a facsimile machine or electronic transmission in pdf to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine as a defence to the formation of a contract and each such Party irrevocably waives any such defence.

**9. GOVERNING LAW, JURISDICTION**

This Amendment N°17 shall form one and single agreement with the Credit Facility Agreement and shall be governed by and construed in accordance with the laws of France. *The Tribunal de Commerce de Paris* shall have exclusive jurisdiction over any dispute arising out of or in connection with the Credit Facility Agreement as modified by this Amendment N°17 or this Amendment N°17 and any amendment to the Transaction Security documents.

**This Amendment N°17 has been entered into on the date stated at the beginning of this Amendment N°17.**

**SIGNATURES**

**The Original Borrower**



**ATARI EUROPE SAS**

By: Atari SA as *Président*,  
itself represented by Frédéric Chesnais in his capacity as *Directeur Général*

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75009 Paris – France

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Notices : fredchesnais@atari.com  
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pm@atari-sa.com

**The Parent**




**ATARI SA**

Address: 78, rue Taitbout  
75009 Paris - France

Fax: + 33 1 73 79 21 54

By: Frédéric Chesnais in his capacity as *Directeur Général*  
Notices : fredchesnais@atari.com  
denis.bunma@atari-sa.com  
pm@atari-sa.com

**Lender, Facility Agent and Security Agent**



**ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.**

By: Alden Global Capital Limited, its Investment Adviser,  
itself by: Alden Global Capital LLC, its Sub-Adviser,  
itself by: Jason Pecora, its Managing Director

Address: c/o Alden Global Capital LLC  
885 Third Avenue, Suite, 34th Floor  
New York, New York 10019  
Attention: General Counsel  
Facsimile No. + 1 (212) 702-0145

With a copy to: notices@aldenglobal.com