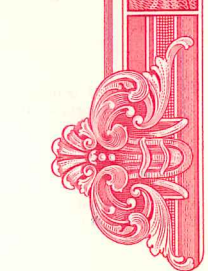
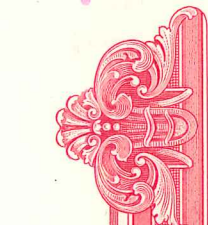




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UNTIL THE SEPARATION DATE DETERMINED AS SET FORTH IN THE WARRANT AGREEMENT (THE "WARRANT AGREEMENT") DATED OCTOBER 13, 1983 BY AND BETWEEN POLYCOMPUTERS, INC. AND CONTINENTAL STOCK TRANSFER & TRUST COMPANY (THE "WARRANT AGENT"), THE WARRANT OR WARRANTS REPRESENTED BY THIS WARRANT CERTIFICATE MAY NOT BE TRANSFERRED OR EXCHANGED SEPARATELY, BUT MAY BE TRANSFERRED OR EXCHANGED ONLY WITH THE SHARE OR SHARES OF COMMON STOCK AND THE UNEXERCISED WARRANT OR WARRANTS OF POLYCOMPUTERS, INC. ISSUED HERewith TO THE SAME WARRANT HOLDER AND ATTACHED HERETO.



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No. PWB 2563
PWB0002563

WARRANT(S) TO PURCHASE SHARES OF COMMON STOCK OF



PolyComputers™ Inc.

Warrant(s) to Purchase Shares
of Common Stock

This Certifies that, for value received,

ALFRED E. KEMPENICH, JR.

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CUSIP 731726 12 1

FIFTEEN THOUSAND

or registered assigns (the "Warrant Holder") is entitled to purchase from PolyComputers, Inc., a corporation incorporated under the laws of the State of California (the "Company"), subject to the terms and conditions hereof and of the Warrant Agreement, beginning on the date of issuance hereof, until 3:00 P.M., Eastern Standard Time, on October 13, 1988, for, if such day is not a Business Day, as defined on the reverse side hereof, at or before 3:00 P.M., Eastern Standard Time, on the next following Business Day, such date being referred to herein as the "Expiration Date"), at a price of \$2.50 per share of Common Stock, the number of fully paid and non-assessable shares of Common Stock, no par value, of the Company (the "Common Stock") stated above, which price is subject to adjustment as provided in said Warrant Agreement, by surrendering this Warrant with the Subscription Form on the back hereof duly executed, at the corporate office of the Warrant Agent, in Jersey City, New Jersey, or at the office of its successor as Warrant Agent, and by paying in full, in lawful money of the United States, or by certified check, bank draft, or postal or express money order payable in United States Dollars, to the order of the Company, the purchase price for each share of Common Stock as to which this Warrant is being exercised.

This Warrant will not be valid and may not be transferred or exercised unless manually countersigned by the Warrant Agent.

In the event this Warrant is not exercised at or before the Expiration Date with respect to all of the shares of Common Stock that may be purchased hereunder, this Warrant shall become void.

All or any portion of the Warrants represented by this Warrant are redeemable at the Company's option at any time commencing thirty-six (36) months after October 13, 1983 at a price of \$2.50 for each Warrant.

This Warrant is issued under and in accordance with the Warrant Agreement dated as of October 13, 1983 by and between the Company and the Warrant Agent (the "Warrant Agreement"), and is subject to the terms and provisions contained therein, to all of which terms and provisions the holder of this Warrant consents by acceptance hereof. Copies of the Warrant Agreement are on file at the principal corporate office of the Warrant Agent and are available for inspection by a Warrant Holder.

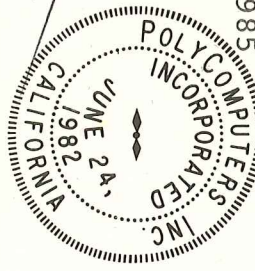
THIS WARRANT SHALL BE WHOLLY VOID AND OF NO EFFECT AFTER 3:00 P.M., EASTERN STANDARD TIME, ON OCTOBER 13, 1988, OR IF SUCH DAY IS NOT A BUSINESS DAY, AFTER 3:00 P.M., EASTERN STANDARD TIME, ON THE NEXT FOLLOWING BUSINESS DAY.

MAR 06, 1985

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed by its Secretary, by manual or facsimile signature, and a facsimile of its corporate seal to be affixed or imprinted hereon, attested by its Secretary, by manual or facsimile signature.

Countersigned:
CONTINENTAL STOCK TRANSFER & TRUST COMPANY
(A LIMITED-PURPOSE TRUST COMPANY)
(Jersey City, N.J.)
Warrant Agent

By
3583
Authorized Signature



By
Patricia Tolley
Secretary

By
[Signature]
President

POLYCOMPUTERS, INC.

POLYCOMPUTERS, INC.

1. The Warrant or Warrants represented by this Warrant (the "Warrant") shall expire at and shall not be exercisable after 3:00 P.M., Eastern Standard Time, on October 13, 1988, or if said date shall not be a Business Day (which as used in this Warrant, shall mean a day other than a Saturday, Sunday or other day on which banks in the State of New Jersey are authorized by law to remain closed), then the next following date which is a Business Day (the "Expiration Date").

2. Anything contained herein to the contrary notwithstanding, the Company shall not be required to issue any fraction of a share of Common Stock in connection with the exercise or conversion of this Warrant, but in lieu of fractional shares there shall be paid to the registered holder of a surrendered Warrant, as soon as practicable after the date of surrender, an amount in cash equal to a fraction of the current market value of a share equal to the fraction of a share to which such Warrant related, said amount to be determined in accordance with the provisions of the Warrant Agreement.

3. No Warrant Holder, as such, shall be entitled to vote or receive dividends or be deemed the holder of shares of Common Stock for any purpose, nor shall anything contained in this Warrant be construed to confer upon any Warrant Holder, as such, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any action by the Company (whether upon any recapitalization, issue of stock, reclassification of stock, consolida-

tion, merger, conveyance or otherwise), receive notice of meetings or other action affecting shareholders (except as provided in the Warrant Agreement), receive dividends or subscription rights, or otherwise, until this Warrant shall have been exercised and the shares of Common Stock purchasable upon the exercise hereof shall have become deliverable as provided in this Warrant Agreement; PROVIDED, HOWEVER, that any exercise of this Warrant on any date when the stock transfer books of the Company shall be closed shall determine the person or persons in whose name or names the certificate or certificates for such shares of Common Stock are to be issued as the record holder or holders thereof for all purposes at the opening of business on the next succeeding day on which such stock transfer books are open, and this Warrant shall not be deemed to have been exercised, in whole or in part, as the case may be, until such date for the purpose of determining entitlement to dividends on such Common Stock, and such exercise shall be at the actual purchase price in effect at such date.

4. The Company and the Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant (notwithstanding any notations of ownership or writing hereon made by anyone other than the Company or the Warrant Agent) for all purposes and shall not be affected by any notice to the contrary.

5. This Warrant shall be binding upon any successors or assigns of the Company.

ELECTION TO EXERCISE FORM

(To Be Executed by the Warrant Holder If He Desires To Exercise the Warrant in Whole or in Part)

To: PolyComputers, Inc.

The undersigned (Please insert Social Security or other identifying number of Subscriber) hereby irrevocably elects to exercise the right of purchase represented by the within Warrant for, and to purchase thereunder,

shares of Common Stock

provided for therein and tenders payment herewith to the order of PolyComputers, Inc. in the amount of \$ The undersigned requests that certificates for such shares of Common Stock be issued as follows:

Name:

Address:

Deliver to:

Address:

and if said number of shares of Common Stock shall not be all the shares of Common Stock purchasable hereunder, that a new Warrant for the balance remaining of the shares of Common Stock purchasable under the within Warrant be registered in the name of, and delivered to the undersigned at the address stated below.

Address:

Dated: 19

Signature

Signature Guaranteed:

(Signature must conform in all respects to the name of Warrant Holder as specified on the face of this Warrant in every particular, without alteration, enlargement or any change whatsoever, and the signature must be guaranteed by a firm which is a member of a registered national stock exchange, or by a national bank.)

ASSIGNMENT

(To Be Executed Only Upon Assignment)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty box for assignee identification number]

Warrants evidenced by the within Warrant, and appoints

to transfer said Warrant and Warrants on the books of POLYCOMPUTERS, INC. with the full power of substitution in the premises. Attorney

Dated: 19

Signature

Signature Guaranteed:

(Signature must conform in all respects to the name of Warrant Holder as specified on the face of this Warrant in every particular, without alteration, enlargement or any change whatsoever, and the signature must be guaranteed by a firm which is a member of a registered national stock exchange, or by a national bank.)