

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D/A  
UNDER THE SECURITIES EXCHANGE ACT OF 1934\*

(AMENDMENT NO. 1)

Excite, Inc.

-----  
(Name of Issuer)

Common Stock

-----  
(Title of Class of Securities)

300904 10 9

-----  
(CUSIP Number)

Catherine L. Valentine, Esq.  
Intuit Inc.  
P.O. Box 7850  
2550 Garcia Avenue  
Mountain View, CA 94039-7850  
(650) 944-6656

Timothy Hoxie, Esq.  
Heller Ehrman White & McAuliffe  
333 Bush Street  
San Francisco, CA 94104-2878  
(415) 772-6000

-----  
(Name, Address and Telephone Number of Person Authorized to Receive  
Notices and Communications)

February 24, 1999

-----  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule; including all exhibits. See Section 240.13d-7(b) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

SCHEDULE 13D/A

CUSIP No. 300904 10 9  
-----

1 NAME OF REPORTING PERSON  
S.S. or I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

INTUIT INC.; 77-0034661  
-----

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)   
(b)

3 SEC

4 SOURCE OF FUNDS

NOT APPLICABLE

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE (USA)

Number of Shares Beneficially Owned by Each Reporting Person With	7	SOLE VOTING POWER 5,350,000 (SUBJECT TO VOTING AGREEMENT - SEE ITEM 4)
	8	SHARED VOTING POWER NONE
	9	SOLE DISPOSITIVE POWER 5,350,000 (SUBJECT TO VOTING AGREEMENT - SEE ITEM 4)
	10	SHARED DISPOSITIVE POWER NONE

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,350,000

12 CHECK BOX IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

9.94%

14 TYPE OF REPORTING PERSON

CO

ITEM 1. SECURITY AND ISSUER

This Amendment No. 1 relates to the Common Stock, no par value ("Common Stock"), of Excite, Inc., a California corporation (the "Issuer"). The principal executive offices of the Issuer are located at 555 Broadway, Redwood City, California 94063.

ITEM 2. IDENTITY AND BACKGROUND

This Amendment No. 1 is filed on behalf of Intuit Inc., a Delaware corporation ("Intuit"). Intuit develops, markets and supports financial software and Web-based products and services. The address of Intuit's principal business and its principal office is 2535 Garcia Avenue, Mountain View, California 94043.

Following are the current directors and executive officers of Intuit:

BOARD OF DIRECTORS

<TABLE>  
<CAPTION>

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION	CITIZENSHIP
<S> William V. Campbell 2535 Garcia Avenue Mountain View, CA 94043	<C> Chairman of the Board of Directors of Intuit	<C> United States of America
Christopher W. Brody E. M. Warburg, Pincus & Co., Inc.	Managing Director (retired), E.M. Warburg, Pincus & Co., Inc.	United States of America

466 Lexington Avenue  
New York, NY 10017

Scott D. Cook  
2535 Garcia Avenue  
Mountain View, CA 94043

Chairman of the Executive  
Committee of the Board of  
Directors of Intuit

United States of America

L. John Doerr  
Kleiner Perkins Caufield & Byers  
2750 Sand Hill Road  
Menlo Park, CA 94025

General Partner, Kleiner  
Perkins Caufield & Byers

United States of America

Michael R. Hallman  
The Hallman Group  
15702 NE 135th Street  
Redmond, WA 98502-1756

President, The Hallman Group

United States of America

William H. Harris, Jr.  
2535 Garcia Avenue  
Mountain View, CA 94043  
</TABLE>

President and Chief Executive  
Officer of Intuit;  
Director of Intuit

United States of America

<TABLE>  
<CAPTION>

<S>  
Burton J. McMurtry  
Technology Venture Investors  
2480 Sand Hill Road, Suite 101  
Menlo Park, CA 94025  
</TABLE>

<C>  
General Partner, Technology  
Venture Investors

<C>  
United States of America

EXECUTIVE OFFICERS

<TABLE>  
<CAPTION>

NAME AND BUSINESS ADDRESS  
- - - - -

PRESENT PRINCIPAL OCCUPATION  
- - - - -

CITIZENSHIP  
- - - - -

<S>  
Scott D. Cook  
2535 Garcia Avenue  
Mountain View, CA 94043

<C>  
Chairman of the Executive  
Committee of the Board of  
Directors

<C>  
United States of America

William V. Campbell  
2535 Garcia Avenue  
Mountain View, CA 94043

Chairman of the Board of  
Directors

United States of America

William H. Harris, Jr.  
2535 Garcia Avenue  
Mountain View, CA 94043

President, Chief Executive Officer  
and Director

United States of America

Mari J. Baker  
2535 Garcia Avenue  
Mountain View, CA 94043

Senior Vice President, Human  
Resources and Corporate  
Communications

United States of America

Eric C.W. Dunn  
2535 Garcia Avenue  
Mountain View, CA 94043

Senior Vice President and Chief  
Technology Officer

United States of America

Alan A. Gleicher  
2535 Garcia Avenue  
Mountain View, CA 94043

Senior Vice President, Sales

United States of America

Mark R. Goines  
2535 Garcia Avenue  
Mountain View, CA 94043

Senior Vice President, Consumer  
Finance Division

United States of America

James J. Heeger  
2535 Garcia Avenue  
Mountain View, CA 94043

Senior Vice President, Small  
Business Division and  
International

United States of America

David A. Kinser  
2535 Garcia Avenue  
Mountain View, CA 94043

Senior Vice President, Operations

United States of America

</TABLE>

<TABLE>

<S>  
Raymond G. Stern  
2535 Garcia Avenue  
Mountain View, CA 94043

<C>  
Senior Vice President, Strategy,  
Finance and Administration

<C>  
United States of America

Larry J. Wolfe 2535 Garcia Avenue Mountain View, CA 94043	Senior Vice President, Tax Products Division	United States of America
Greg J. Santora 2535 Garcia Avenue Mountain View, CA 94043	Vice President, Finance and Corporate Services and Chief Financial Officer	United States of America
Catherine L. Valentine 2535 Garcia Avenue Mountain View, CA 94043	Vice President, General Counsel and Corporate Secretary	United States of America
Linda Fellows 2535 Garcia Avenue Mountain View, CA 94043	Corporate Treasurer and Director of Investor Relations	United States of America

</TABLE>

During the last five years, neither Intuit nor, to the best of Intuit's knowledge, any person named in this Item 2 has been: (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which, he, she or it was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

#### ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The shares reported in lines 7 and 9 of the cover page were originally purchased by Intuit on June 25, 1997 pursuant to a Stock Purchase Agreement dated as of June 11, 1997 between the Issuer and Intuit (the "Stock Purchase Agreement"). Intuit purchased a total of 5,800,000 shares of the Issuer's Common Stock (the "Shares") pursuant to the Stock Purchase Agreement, and is filing this Amendment No. 1 to reflect the disposition of 450,000 Shares. The source of funds for the initial purchase of the Shares was Intuit's working capital. None of the funds used to purchase the Shares consisted of funds or other consideration borrowed or otherwise obtained for the purpose of acquiring, holding, trading or voting the Shares.

#### ITEM 4. PURPOSE OF TRANSACTION

Intuit purchased the Shares in June 1997 for investment purposes in connection with a strategic relationship with the Issuer to develop and provide content for a personal finance "channel" on the Internet search and retrieval services operated by the Issuer.

- (a) On January 19, 1999, the Issuer and At Home Corporation ("At Home") announced a proposed merger in which At Home would acquire all of the outstanding stock of the Issuer. In connection with the proposed merger, on January 19, 1999, Intuit and At Home entered into a Common Stock Voting Agreement (the "Voting Agreement") in which Intuit agreed to vote the Shares in favor of the proposed merger and agreed not to transfer any of the Shares unless each transferee executes a counterpart to the Voting Agreement. See Item 6 for a more detailed description of the Voting Agreement.

Intuit sold 450,000 Shares from February 22 through February 24, 1999, as described in Item 5(c). As a condition to those sales, the purchasers of the Shares agreed to be bound by the terms of the Voting Agreement. Intuit has made a financial investment decision to dispose of the remaining Shares over time, as appropriate opportunities become available, and is currently evaluating several such opportunities. Intuit has no present plans or proposals to acquire any additional securities of the Issuer. In addition, because Intuit now owns less than 10% of the Issuer's outstanding Common Stock, Intuit no longer has any rights to acquire any additional securities of the Issuer pursuant to the Right of First Refusal Agreement described in Item 6.

Except as noted above, Intuit does not presently have any plans or proposals that relate to or would result in the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer.

- (b) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries.

- (c) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in a sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries.
- (d) Because Intuit now owns less than 10% of the Issuer's outstanding Common Stock, Intuit no longer has any rights under the Nomination and Observer Agreement described in Item 6 to appoint any members of the Issuer's Board of Directors or to attend meetings of the Issuer's Board as an observer. Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in any changes in the present Board of Directors or management of the Issuer, including any changes in the number or term of directors or the filling of any existing vacancies on the Board of Directors.
- (e) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in any material change in the present capitalization or dividend policy of the Issuer.
- (f) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in any other material change in the Issuer's business or corporate structure.
- (g) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions that may impede the acquisition of control of the Issuer by any person.
- (h) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in a class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association.
- (i) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g) (4) of the Securities Exchange Act of 1934, as amended.
- (j) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in an action similar to any of those enumerated above.

#### ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

- (a) As of the date of this Amendment No. 1, Intuit beneficially owns a total of 5,350,000 shares of the Issuer's Common Stock, representing approximately 9.94% of the Issuer's outstanding shares of Common Stock (53,829,408 shares as of January 29, 1999, as reported in the Issuer's Form 10-K for the fiscal year ended December 31, 1998, filed with the U.S. Securities and Exchange Commission on February 9, 1999). To the best of Intuit's knowledge, no person named in Item 2 is the beneficial owner of any shares of Common Stock of the Issuer as of the date of this Amendment No. 1, except that William V. Campbell is the beneficial owner of 1,676 shares.
- (b) Subject to the Voting Agreement described in Item 6, Intuit has sole power to vote and to direct the vote of, and sole power to dispose or to direct the disposition of, all 5,350,000 shares of the Issuer's Common Stock that it beneficially owns on the date of this Amendment No. 1. With respect to the 1,676 shares owned by Mr. Campbell, he has sole power to vote and to direct the vote of, and sole power to dispose or to direct the disposition of 1,292 shares, and shared power to vote and to direct the vote of, and shared power to dispose or to direct the disposition of, 384 shares (power is shared with his spouse).
- (c) Intuit sold 450,000 Shares from February 22 through February 24, 1999 in brokers' transactions pursuant to Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"). The Shares were sold at an average price of \$94.13 per share (net of brokers' commissions). As a condition to those sales, the purchasers of the Shares agreed to be bound by the terms of the Voting Agreement. Intuit has not effected any other transactions in the Issuer's Common Stock during the past 60 days. To the best of Intuit's knowledge, no person named in Item 2 has effected any transactions in the Issuer's Common Stock during the past 60 days except as follows: Eric Dunn sold 1,596 shares

on February 1, 1999 in open market transactions at an average price of \$120.38 per share. David Kinser sold 500 shares on January 6, 1999 in open market transactions at a price of \$48.44 per share. Scott Cook sold 3,730 shares on January 13, 1999 in open market transactions at a price of \$67.82 per share.

(d) No other person is known to Intuit to have the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, any shares of Common Stock beneficially owned by Intuit on the date of this Amendment No. 1.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

STOCK PURCHASE AGREEMENT

The Stock Purchase Agreement between Intuit and the Issuer contained certain "standstill" obligations of Intuit with respect to the Shares, and also restricted Intuit's ability to resell the Shares. However, under the terms of the Stock Purchase Agreement, these standstill obligations terminated, and the resale restrictions were suspended, when the Issuer entered into merger discussions with At Home.

REGISTRATION RIGHTS AGREEMENT

Intuit and the Issuer entered into a Registration Rights Agreement dated as of June 25, 1997 (the "Registration Rights Agreement"), which provides, among other things, certain registration rights with respect to the Shares and any shares of Issuer's Common Stock issued pursuant to the Right of First Refusal Agreement described below. However, the Registration Rights Agreement will terminate when all of the Shares may be sold within a three-month period under Rule 144 under the Securities Act.

RIGHT OF FIRST REFUSAL AGREEMENT

Pursuant to a Right of First Refusal Agreement dated as of June 25, 1997 between the Issuer and Intuit, Intuit was granted a right of first refusal to participate in certain issuances of Issuer's securities so long as Intuit holds at least 10% of the Issuer's outstanding Common Stock (including shares issuable upon conversion of outstanding shares of Preferred Stock). Because Intuit no longer owns at least 10% of the Issuer's outstanding Common Stock, Intuit no longer has any rights of first refusal under the Right of First Refusal Agreement.

NOMINATION AND OBSERVER AGREEMENT

Pursuant to a Nomination and Observer Agreement between Intuit and the Issuer dated as of June 25, 1997, so long as Intuit held no less than 10% of the outstanding shares of the Issuer's Common Stock, the Issuer was required to permit one representative of Intuit to attend all meetings of the Board of Directors of the Issuer in a non-voting observer capacity. Alternatively, Intuit had the right to designate one nominee for election to the Issuer's Board of Directors. Because Intuit now owns less than 10% of the Issuer's outstanding Common Stock, Intuit no longer has any rights to attend Board meetings or nominate Board members under the Nomination and Observer Agreement.

COMMON STOCK VOTING AGREEMENT

Intuit and At Home entered into the Common Stock Voting Agreement (the "Voting Agreement") in connection with the proposed merger of At Home Corporation and the Issuer. Under the terms of the Voting Agreement, Intuit has agreed that the shares held by it (either shares owned of record or shares beneficially owned over which Intuit exercises voting power) shall be voted (i) in favor of adoption and approval of the merger agreement between At Home and the Issuer and approval of the merger and (ii) against approval of (a) any proposal made in opposition to or in competition with the consummation of the merger, (b) any merger, consolidation, sale of assets, reorganization or recapitalization with any party other than At Home or its affiliates or (c) any liquidation or winding up of Issuer. Intuit has agreed that until the earlier of the termination of the Voting Agreement or the Record Date (as defined in the Voting Agreement), and subject to certain requirements, Intuit will not transfer any of the Subject Securities (as defined in the Voting Agreement), unless each transferee to which any of the Subject Securities, or any interest in any such Subject Securities, is or may be transferred executes a counterpart to the Voting Agreement and agrees in writing to hold such Subject Securities (or interest in any of such Subject Securities) subject to the terms and provisions of the Voting Agreement.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

The following documents are filed as exhibits hereto:

Exhibit A Stock Purchase Agreement, dated as of June 11, 1997, between the Issuer and Intuit (1)

Exhibit B Nomination and Observer Agreement, dated as of June 25, 1997, between the Issuer and Intuit (1)

Exhibit C Registration Rights Agreement, dated as of June 25, 1997, between the Issuer and Intuit (1)

Exhibit D Right of First Refusal Agreement, dated as of June 25, 1997, between the Issuer and Intuit (1)

Exhibit E Amendment to Restated and Amended Investors' Rights Agreement, dated as of June 25, 1997, among the Issuer, Institutional Venture Partners VI, Institutional Venture Management VI, IVP Founders Fund I, L.P., Kleiner Perkins Caufield & Byers VII, KPCB VII Founders Fund, KPCB Information Sciences Zaibatsu Fund II and Intuit (1)

Exhibit F Common Stock Voting Agreement, dated as of January 19, 1999, between Intuit and At Home Corporation

(1) Incorporated by reference to Intuit's initial Schedule 13D with respect to the Issuer, filed with the Securities and Exchange Commission on July 7, 1997.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 24, 1999

INTUIT INC.

By: /s/ GREG J. SANTORA

-----  
Name: Greg J. Santora  
Title: Vice President and Chief Financial Officer

EXHIBIT INDEX

<TABLE>  
<CAPTION>

Exhibit -----	Document Description -----	Sequentially Numbered Page -----
<S> Exhibit F	<C> Common Stock Voting Agreement, dated as of January 19, 1999, between Intuit and At Home Corporation	<C>

</TABLE>

## COMPANY VOTING AGREEMENT

This Company Voting Agreement ("AGREEMENT") is made and entered into as of January 19, 1999, between At Home Corporation, a Delaware corporation ("PARENT"), and the undersigned stockholder ("STOCKHOLDER") of Excite, Inc., a Delaware corporation (the "COMPANY").

## RECITALS

A. Concurrently with the execution of this Agreement, Parent, the Company and Countdown Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("MERGER SUB"), are entering into an Agreement and Plan of Reorganization, dated as of January 19, 1999 (the "MERGER AGREEMENT") which provides for the merger (the "MERGER") of Merger Sub with and into the Company. Pursuant to the Merger, shares of capital stock of the Company will be converted into Class A Common Stock of Parent on the basis described in the Merger Agreement. Capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement.

B. Stockholder is the record holder of such number of outstanding shares of Company Common Stock as is indicated on the final page of this Agreement.

C. As a material inducement to enter into the Merger Agreement, Parent desires Stockholder to agree, and Stockholder is willing to agree, to vote the Shares (as defined below), and such other shares of capital stock of the Company over which Stockholder has voting power, so as to facilitate consummation of the Merger.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Agreement to Vote Shares.

1.1 Definitions. For purposes of this Agreement:

"SHARES" shall mean all issued and outstanding shares of Company Common Stock owned of record or beneficially (over which beneficially-owned shares Stockholder exercises voting power) by Stockholder as of the record date for persons entitled (a) to receive notice of, and to vote at the meeting of the stockholders of the Company called for the purpose of voting on the matter referred to in Section 1.2, or (b) to take action by written consent of the stockholders of the Company with respect to the matter referred to in Section 1.2. Stockholder agrees that any shares of capital stock of the Company that Stockholder purchases or with respect to which Stockholder otherwise acquires beneficial ownership (over which beneficially-owned shares Stockholder exercises voting power) after the execution of this Agreement and prior to the date of termination of this Agreement pursuant to Section 6 below shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Shares on the date hereof.

"SUBJECT SECURITIES" shall mean: (i) all securities of the Company (including all shares of Company Common Stock and all options, warrants and other rights to acquire shares of Company Common Stock) beneficially owned by Stockholder as of the date of this Agreement; and (ii) all additional securities of Company (including all additional shares of Company Common Stock and all additional options, warrants and other rights to acquire shares of Company Common Stock) of which Stockholder acquires ownership during the period from the date of this Agreement through the earlier of termination of this Agreement pursuant to Section 3 below or the record date for the meeting at which stockholders of the Company are asked to vote upon adoption and approval of the Merger Agreement and approval of the Merger (the "RECORD DATE").

Stockholder shall be deemed to have effected a "TRANSFER" of a security if Stockholder directly or indirectly: (i) sells, pledges, encumbers, transfers or disposes of, or grants an option with respect to, such security or any interest in such security; or (ii) enters into an agreement or commitment providing for the sale, pledge, encumbrance, transfer or disposition of, or grant of an option with respect to, such security or any interest therein. Stockholder shall not be deemed to have effected a "Transfer" of a security by virtue of entering into a merger, consolidation or other business combination of any nature with another entity or entities.

1.2 Agreement to Vote Shares. Until the termination of this Agreement pursuant to Section 3 below, at every meeting of the stockholders of the Company called with respect to any of the following, and at every adjournment thereof, and on every action or approval by written consent of the stockholders of the Company with respect to any of the following, Stockholder shall cause the Shares to be voted (i) in favor of adoption and approval of the



Merger Agreement and approval of the Merger and (ii) against approval of (a) any proposal made in opposition to or in competition with consummation of the Merger, (b) any merger, consolidation, sale of assets, reorganization or recapitalization with any party other than Parent or its affiliates or (c) any liquidation or winding up of the Company.

1.3 No Transfer of Subject Securities. Until the earlier of termination of this Agreement pursuant to Section 3 below or the Record Date, except as may be required by (i) the foreclosure on any encumbrance secured by such Subject Securities as of the date hereof or (ii) court order, Stockholder agrees not to Transfer any of the Subject Securities, unless each transferee to which any of such Subject Securities, or any interest in any of such Subject Securities, is or may be Transferred shall have executed a counterpart of this Agreement and agreed in writing to hold such Subject Securities (or interest in any of such Subject Securities) subject to all of the terms and provisions of this Agreement.

2. Representations and Warranties of Stockholder. Stockholder (i) is the record owner of the shares of Company Common Stock indicated on the final page of this Agreement,

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which at the date hereof are free and clear of any liens, claims, options, charges or other encumbrances that would adversely affect the ability of Stockholder to carry out the terms of this Agreement; and (ii) has full corporate power and authority to make, enter into and carry out the terms of this Agreement.

3. Termination. This Agreement shall terminate and shall have no further force or effect as of the first to occur of (i) September 30, 1999, (ii) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreement, (iii) such date and time as the Merger Agreement shall have been terminated pursuant to Article VII thereof, (iv) the first meeting of the Company's stockholders at which the Merger is considered and not approved or (v) any breach by a party other than the Company of any of the Parent Voting Agreements.

#### 4. Miscellaneous.

4.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

4.2 Binding Effect and Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but, except as otherwise specifically provided herein, neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by either of the parties without prior written consent of the other.

4.3 Amendments and Modification. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

4.4 Specific Performance; Injunctive Relief. The parties hereto acknowledge that Parent will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

4.5 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and sufficient if delivered in person, by cable, telegram or telex, or sent by mail (registered or certified mail, postage prepaid, return receipt requested) or overnight courier (prepaid) to the respective parties as follows:

-3-

If to Parent:	At Home Corporation 425 Broadway Redwood City, California 94063 Attn: Vice President, General Counsel
With a copy to:	Wilson Sonsini Goodrich & Rosati, P.C. 650 Page Mill Road Palo Alto, California 94304

Attn: Larry W. Sonsini, Esq.  
Marty Korman, Esq.

and a copy to: Baker & Botts, L.L.P.  
599 Lexington Avenue  
New York, New York 10022-6030  
Attn: Frederick H. McGrath

If to Stockholder: To the address for notice set forth on the  
last page hereof.

With a copy to: Fenwick & West LLP  
Two Palo Alto Square  
Palo Alto, California 94306  
Attn: Mark Stevens

or to such other address as any party may have furnished to the other in  
writing in accordance herewith, except that notices of change of address shall  
only be effective upon receipt.

4.6 Governing Law. This Agreement shall be governed by, and  
construed and enforced in accordance with, the internal laws of the State of  
Delaware (without regard to the principles of conflict of laws thereof).

4.7 Entire Agreement. This Agreement contains the entire  
understanding of the parties in respect of the subject matter hereof, and  
supersedes all prior negotiations and understandings, both oral and written,  
between the parties with respect to such subject matter.

4.8 Counterparts. This Agreement may be executed in several  
counterparts, each of which shall be an original, but all of which together  
shall constitute one and the same agreement.

4.9 Effect of Headings. The section headings herein are for  
convenience only and shall not affect the construction or interpretation of  
this Agreement.

-4-

IN WITNESS WHEREOF, the parties have caused this Company Voting Agreement  
to be duly executed on the date and year first above written.

AT HOME CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STOCKHOLDER:

By: INTUIT INC.  
\_\_\_\_\_

Name: [SIG]  
\_\_\_\_\_

Title: PRESIDENT & CEO  
\_\_\_\_\_

Stockholder's Address for Notice:

c/o GENERAL COUNSEL, INTUIT  
\_\_\_\_\_  
2550 GARCIA AVENUE  
\_\_\_\_\_  
MOUNTAIN VIEW, CA 94043  
\_\_\_\_\_

5,800,000 Outstanding Shares of Company Common  
Stock

