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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

AMIGA, INC., a Delaware corporation,

Plaintiffs,

v.

HYPERION VOF, a Belgium corporation,

Defendant.

No. 07-0631-RSM

**DECLARATION OF EVERT CARTON
IN SUPPORT OF HYPERION'S
MOTION TO JOIN ITEC, LLC AS A
PARTY TO THE ACTION**

**Note on Motion Calendar: Friday,
July 13, 2007**

Evert Carton, under penalty of perjury, declares and states as follows:

1. I am Managing Partner of Hyperion VOF, doing business as Hyperion Entertainment, VOF, a software company located in Belgium. I currently reside in Belgium. I am Belgian and a US citizen. I am over the age of 18, I have personal knowledge of the matters stated herein and I am competent to testify.

2. Attached hereto as Exhibit A, p.3, is a true and accurate copy of a letter dated June 20, 2007, which purports to be from Itec, LLC, as signed by its alleged Secretary John Grzymala. That letter was accompanied by a check for \$25,000 (Ex. A, p. 4), and a copy of the 24 April 2003 agreement between Itec, LLC and Hyperion VOF (Ex. A, pp. 5-6).

**DECLARATION OF EVERT CARTON IN SUPPORT OF
MOTION TO JOIN ITEC, LLC AS PLAINTIFF - 1
Cause No: 07-0631-RSM**

**LAW OFFICES OF
WILLIAM A. KINSEL, PLLC**
MARKET PLACE TOWER
2025 First Avenue, Suite 440
SEATTLE, WASHINGTON 98121
(206) 706-8148

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3. In Exhibit A, p. 3, Itec, LLC appears to be asserting the same or similar rights to OS 4.0 as is Amiga Delaware under the 3 November 2001 Agreement between Amiga Washington, Hyperion and Eyetech. The assertion of these rights by Itec, LLC directly conflicts with the assertion of the same rights by Amiga Delaware.

4. For many of the same reasons why Hyperion opposed Amiga Delaware's motion for a preliminary injunction, Hyperion rejects the demands by Itec, LLC for delivery of OS 4.0. Other issues, such as the now-apparent dispute between Itec, LLC and Amiga Delaware, further complicate its demands.

5. Hyperion rejects Itec's tender of \$25,000 under the 3 November 2001 Agreement and is returning the same to Mr. Grzymala.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON AND BELGIUM THAT THE FOREGOING IS TRUE AND CORRECT.

June 25th 2007
Date


Evert Carton

Antwerpen, Belgium
Place

515p.doc

DECLARATION OF EVERT CARTON IN SUPPORT OF
MOTION TO JOIN ITEC, LLC AS PLAINTIFF - 2
Cause No: 07-0631-RSM

LAW OFFICES OF
WILLIAM A. KINSEL, PLLC
MARKET PLACE TOWER
2025 First Avenue, Suite 440
SEATTLE, WASHINGTON 98121
(206) 706-8148

ITEC, LLC
102 Prince Street
New York, NY 10012

June 20, 2007

VIA EMAIL & INTERNATIONAL COURIER

HYPERION VOF
Brouwersstr
1/19 B-3000 Leuven
Brussels, Belgium

Gentlemen:

Reference is made to that certain agreement dated April 24, 2003 between Itec LLC ("Itec") on the one hand and Hyperion VOF ("Hyperion") on the other, a copy of which is attached hereto as Exhibit "A" for your convenience (the "Agreement").

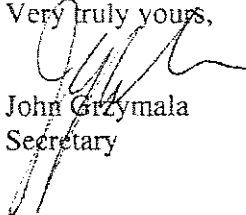
Pursuant to that Agreement, Hyperion, among other things, agreed to transfer to Itec the ownership interest in the Object Code, Source Code and intellectual property of OS 4.0, as more fully described in the Agreement (hereinafter collectively, "OS.4.0"), for the sum of \$25,000 (U.S.).

Although this sum has heretofore been paid to Hyperion, to date, Hyperion has not transferred ownership to Itec in accordance with the Agreement, nor provided Itec with the OS.4.0, even though, we understand, Hyperion has taken the position that the OS.4.0 is now completed.

Therefore, to avoid any dispute, and reserving all rights and claims to recover any payments previously made in this regard, Itec is enclosing herewith a check in the amount of \$25,000 as full payment for the OS.4.0 pursuant to the referenced Agreement.

Please provide us with all requisite title documents with respect to, and delivery of the physical, OS.4.0, as soon as commercially practicable. If such delivery cannot be made by the close of business on June 26, 2007 (NYT), I should appreciate your advising in writing why this is so, and when such delivery shall be made.

Very truly yours,


John Grzymala
Secretary

NYLIS-437382.2-LGOTT/HOF

Exhibit A, p. 3

1168

ITEC LLC

DATE 6/20/07 61-35
21

PAY TO THE ORDER OF HYPERION VOF \$25,000.00

Twenty Five Thousand 00/100 DOLLARS

CHASE JPMorgan Chase Bank
45 Prospect Street
Stamford, CT 06901

FOR _____

[Signature]

⑈001168⑈ ⑆021100361⑆ ⑆821501224785⑈

This agreement (this "Agreement") is made and entered into as of this 24th day of April 2003,

by and between

1. Itec, LLC, (hereafter: "Itec"), a State of New York, U.S.A. limited liability company with its administrative seat at 102 Prince Street, NY, NY 10012, U.S.A.

and

2. Hyperion VOF (hereafter: "Hyperion"), a Belgian corporation with its administrative seat at Brouwersstr. 1/19, B-3000 Leuven.

Hyperion confirms that for the receipt of 25,000.00 USD, Hyperion shall transfer the ownership of the Object Code, Source Code and intellectual property of OS 4.0 to Itec in accordance with the provisions of the November 1, 2001 agreement between Amiga, Hyperion and Eyetech and to the extent it can do so under existing agreements with third party developers whose work shall be integrated in OS 4.0.

DEFINITIONS

For purposes of this Agreement, in addition to capitalized terms defined elsewhere in this agreement, the following defined terms shall have the meanings set forth below:

"Amiga OS Source Code" means the Source Code of the Classic Amiga OS including but not limited to the Source Code of Amiga OS 3.1, 3.5 and 3.9;

"Classic Amiga OS" means the operating system owned and developed by Amiga Inc. and largely based on the operating system shipped with the commodore Amiga line of computers sold in the 1980's and early '90's;

"Confidential information" means any business and technical information of a party hereto that is treated as confidential by such party and furnished to the other party, and which includes but is not limited to computer programs, Source code, Object code, algorithms where such information, if in writing, is identified in writing to the other party as confidential prior to or concurrently with the transmission of such information, and if conveyed orally is identified orally as confidential prior to or concurrently with the transmission of such information and confirmed in writing within seven (7) days thereafter. Source Code is hereby designated as Confidential Information.

"Object Code" means software in a machine readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation or interpretation. Object Code specifically excludes Source Code.

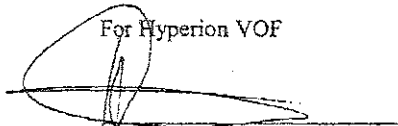
A/KK

"OS 4.0" means the version of the Classic Amiga OS developed by Hyperion pursuant to the November 1, 2001 agreement and with the functionality described in Annex I thereof;

"OS 4" means any version the Classic Amiga OS developed by Hyperion pursuant to the November 1, 2001 agreement;

"Software" or "the Software" means the Source Code of Amiga OS 3.1 and the upgrades of Amiga OS 3.1 including but not limited to OS 3.5 and 3.9 and associated "Boing Bags";

"Source Code" means software when written in a form or language understandable to humans, generally in a higher level computer language, and further including embedded comments in the English language.

For Hyperion VOF

Ben Hermans, LLM
Managing Partner

For Itac LLC

Dr. Pentti Kouri
Managing Member