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JUN 12 2009 LK

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

INCEPTION GROUP REAL ESTATE LLC, )  
a Washington Limited Liability Company, )

Plaintiff, )

v. )

AMIGA INC., fka KMOS, Inc., a Delaware )  
corporation, )

Defendant. )

NO.

**C09-0810** JCC

COMPLAINT FOR MONIES DUE



09-CV-00810-CMP

Inception Group Real Estate LLC, ("Inception") for a claim against defendant,  
alleges and states as follows.

**JURISDICTION AND VENUE**

1. This is an action for the breach of contract made in King County, Washington.  
Jurisdiction is based on diversity of citizenship and the matter in controversy exceeds,  
exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332.

2. Venue is proper pursuant to 28 U.S.C. § 1391(a) and Local Rule CR 5(e)(1).

COMPLAINT FOR MONIES DUE - 1

#703858 v1 / 38440-001

ORIGINAL

Law Offices  
KARR TUTTLE CAMPBELL  
A Professional Service Corporation

1201 Third Avenue, Suite 2000, Seattle, Washington 98101-3028  
Telephone (206) 223-1313, Facsimile (206) 682-7190

1 **PARTIES**

2 3. Plaintiff Inception is a Washington limited liability company with its  
3 principal place of business in King County, Washington.  
4

5 4. Defendant Amiga, Inc. is a Delaware corporation, formerly known as  
6 KMOS, Inc., that is registered to do business in the state of Washington. Amiga, maintains  
7 an office in Issaquah, King County, Washington.  
8

9 **GENERAL ALLEGATIONS**

10 5. On or about November 3, 2003, a judgment was entered against Amino, Inc.  
11 (then known as Amiga, Inc., a Washington corporation) in King County Superior Court  
12 Case No. 02-2-26314-3 in favor of Inception in the amount of \$147,476.87 plus interest at  
13 the statutory rate (the "Judgment").  
14

15 6. On or about November 19, 2008, plaintiff, Amino and defendant Amiga,  
16 who had acquired the name "Amiga" from Amino, entered into an Agreement Regarding  
17 Payment Of Judgment ("Agreement"), a copy of which is attached as Exhibit A.  
18

19 7. Under the Agreement, plaintiff agreed to accept the sum of \$150,000 in full  
20 satisfaction of all sums due under the Judgment if paid within 90 days of the date of the  
21 Agreement on February 17, 2009. At the time the Agreement was entered into, the balance  
22 owing on the Judgment, including interest, exceeded \$235,000.  
23

24 8. Under the Agreement, Amiga agreed that it would guarantee and pay  
25 \$150,000 of the Judgment if Amino did not pay plaintiff \$150,000 by February 17, 2009.  
26

27 9. Amino did not pay any portion of the Judgment by February 17, 2009. Nor  
28 has Amino made any payment since then.

1 10. Amiga has not paid any portion of the \$150,000 amount of the Judgment it  
2 guaranteed.

3  
4 **CLAIM FOR RELIEF**  
5 **(Monies Due for Breach of Contract)**

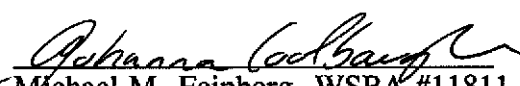
6 11. Based on the Agreement of the parties, and defendant's breach thereof,  
7 defendant is indebted to plaintiff in the sum of \$150,000 together with prejudgment interest  
8 at the statutory rate of 12% per annum from February 17, 2009.

9 12. The Agreement provides that in the event an action is brought by either party  
10 to enforce the Agreement, the substantially prevailing party shall recover all costs and  
11 expenses thereof, including reasonable attorney's fees from the losing party. In the event  
12 this action is not contested, the sum of \$10,000 is a reasonable attorney's fee.  
13

14 **REQUEST FOR RELIEF**

15 WHEREFORE plaintiff requests judgment against defendant in the amount of  
16 \$150,000 together with prejudgment interest at the statutory rate of 12% per annum from  
17 February 17, 2009, plus costs and reasonable attorney fees and such other and further relief  
18 that the court considers appropriate.  
19

20 DATED this 12 day of June 2009.  
21

22  
23   
24 Michael M. Feinberg, WSBA #11811  
25 Johanna M. Coolbaugh, WSBA #39518  
26 Of Karr Tuttle Campbell  
27 Attorneys for Inception Group Real  
28 Estate LLC

# **Exhibit A**

### AGREEMENT REGARDING PAYMENT OF JUDGMENT

This Agreement Regarding Payment of Judgment (this "Agreement") is entered into by and between Inception Group Real Estate LLC, a Washington limited liability company ("Inception") Amino Development Corporation, a Washington corporation and Amiga, Inc. a Delaware corporation formerly known as KMOS, Inc. ("Amiga") based on the following recitals:

- A. On or about November 3, 2003, a default judgment was entered against Amino (then known as Amiga, Inc. a Washington corporation) in King County Superior Court Case No. 02-2-26314-3 in favor of Inception in the amount of \$147,476.87 plus interest at the statutory rate (the "Judgment"). The Judgment also appears of record in King County Superior Court under Cause No. 03-9-31997-5.
- B. The judgment debtor is now known as Amino Development Corporation. Amino assigned the rights to the name "Amiga" to KMOS, Inc. a Delaware Corporation that is now known as Amiga, Inc.
- C. Amino currently owns 4,000,000 (Four Million) shares of Amiga common stock (the "Amiga Stock"). The Amiga Stock is un-certificated, but appears as validly issued shares on the corporate records of Amiga.
- D. Amino and Inception have agreed to a conditional compromise of the Judgment based on the terms and conditions contained herein.

### AGREEMENT

1. Compromise and Settlement of Judgment. Inception agrees to deliver to Amino a Full Satisfaction of the Judgment if and only if Inception receives the sum of One Hundred Fifty Thousand Dollars (\$150,000) on or before ninety days from the Effective Date of this Agreement. The Effective Date is the date that this Agreement is signed by all parties.
2. Limited Nature of Compromise and Settlement. It is expressly agreed that payment of \$150,000 as full settlement of the Judgment is limited only to the terms of this Agreement and in the event the aforementioned payment is not timely made then Inception shall retain all rights as to the full amount due and owing on the Judgment and may pursue any and all available remedies in efforts to collect the Judgment.
3. Assignment of Judgment to Amiga. In the event that Amiga elects to make the aforementioned payment on behalf of Amino, or if, following timely payment of the \$150,000, Amino otherwise directs Inception to do so, Inception shall assign the Judgment to Amiga, without recourse. In connection with any such assignment, Inception shall assign the Stock Pledge Agreement provided for herein to Amiga.
4. Stock Pledge Agreement. To secure performance of this Agreement, Amino shall execute and deliver a Stock Pledge Agreement in the form attached hereto as **Exhibit A** (the "Pledge"). Amiga agrees and acknowledges that the Pledge is an encumbrance of the Amiga Stock and neither Amiga nor its transfer agent shall permit the sale, transfer or hypothecation of the Amiga Shares without first obtaining a full release of Inception's interest in the Amiga Shares.

- a. In connection with the Pledge Agreement, Inception as been advised that the Shares have not been registered under the Securities Act of 1933 or any applicable state law and that the Shares may not be freely sold or transferred unless or until (a) there is an effective registration statement under such act and applicable state securities laws covering any such transaction involving the securities or (b) the corporation receives an opinion of legal counsel for the holder of these securities (concurring in by the counsel for the corporation) stating that such transaction is exempt from registration or the corporation otherwise satisfied itself that such transaction is exempt from registration.
5. Guarantee by Amiga. Amiga unconditionally guarantees payment of \$150,000 of the Judgment. Amiga waives all guarantor and surtyship defenses to the extent permitted by Washington law, including, but not limited to, diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payments, change of terms of payment, notice of acceptance of this Guaranty, nonpayment at maturity and indulgences and notices of every kind. If Amiga is required to honor the guarantee, upon satisfaction of the Judgment in full (including payment of any balance and attorney fees owed in addition to the \$150,000), Inception, shall assign its rights under the pledge to Amiga.
6. Release of Pledge. Subject to the provisions of paragraph 5, Inception shall release its interest in the Amiga Stock and the Pledge upon (a) receipt of \$150,000 as provided for herein or (b) in the event the \$150,000 is not paid as provided for herein then upon payment of the full amount of the Judgment together with all accrued interest as provided for in the Judgment. It is expressly agreed the Inception's right in the Amiga Stock are limited to ensure payment of the Judgment as provided for herein.
7. Notices. Any notice, request, instruction or other document to be given under this Agreement by any party to the another party shall be in writing and (a) delivered personally; or (b) delivered by overnight express (charges prepaid); or (c) sent by telecopy (with confirmation of fax receipt showing date and time of notice); or (d) sent by certified mail, postage prepaid, return receipt requested:

If to Amino to:

Amino Development Corporation.

Attn: Bill McEwen

26828 Maple Valley Highway #199  
Maple Valley, WA 98038

Fax: \_\_\_\_\_

With copy to:

Ahlers & Cressman PLLC

Attn: Lawrence S. Glosser

999 3rd Ave. Ste. 3100

Seattle, WA 98104  
Fax: 206.297.9902

**If to Inception to:**

Inception Real Estate LLC  
Attn Tom Clary  
3051 218th Ave S.E.  
Sammamish, WA 98075  
Fax: \_\_\_\_\_

With copy to:

Michael M. Feinberg  
Karr Tuttle Campbell  
1201 Third Avenue  
Seattle, WA 98101  
Fax: (206) 682-7100

**If to Amiga to:**

BILL MCEWEN  
355 NW GILMAN BLVD #201  
ISSAQUAH WA 98051  
Fax: 425 557 0090

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

or at such other address for a party as shall be specified by like notice. Any notice which is delivered personally or sent by overnight express in the manner provided in this Section 9 shall be deemed to have been duly given to the party to whom it is addressed upon actual receipt by such party. Any notice which is addressed and sent via certified U.S. Mail shall be conclusively presumed to have been given to the party to whom it is addressed as of the third business day following the postmark date.

**8. Applicable Law.** This Agreement is governed by and construed under the laws of the State of Washington, and any action brought by either party against the other party to enforce or interpret this Agreement shall be brought in King County Superior Court or United States District Court for the Western District of Washington. In the event of any such action, the substantially prevailing party shall recover all costs and expenses thereof, including reasonable attorney's fees from the losing party.

**9. Complete Understanding.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and

understanding, both written and oral, between the parties hereto with respect to the subject matter hereof.

**10. Headings and Capitalized Terms.** The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of its provisions.

**11. Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Except as expressly provided for herein, neither Amino nor Inception may assign their rights or delegate their obligations under this Agreement without the prior written consent of the other. This Agreement is not intended to benefit any third party and there are no third party beneficiaries as to any aspect or provision of this Agreement.

**12. . Modification and Waiver.** None of the terms or conditions of this Agreement may be waived except in writing and signed and agreed to by all of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of Amino, Inception and Amiga. No waiver of any of the provisions of this Agreement shall be deemed to constitute or shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver.

**13. Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions or of the same provision as applied to any other fact or circumstance and such illegal, unenforceable or invalid provision shall be reformed to the minimum extent necessary to make such provision legal, valid or enforceable, as the case may be.

**14. Authority.** Each party signing this Agreement represents and warrants to the other that (i) he or she is authorized to do so by the governing body of their respective company, (ii) such person is acting within the scope of his or her authority, and (iii) he or she is legally authorized to bind his or her respective company to the terms of this Agreement.

**15. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties shall be bound to this Agreement when a signed counterpart is transmitted to the other parties by facsimile or email. Any parties delivering a signature page by facsimile or email shall promptly deliver the original signed counterpart to any other party upon request.

Agreed to on the dates shown herein:

[signatures on following page]



Amino Development Corporation.

Inception Group Real Estate LLC,

By: \_\_\_\_\_  
Bill McEwen, President

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


By: JULY  
Its: MDP/24/12/14 inception  
Date: 11/19/08

Amiga, Inc.

By: P. J. Williams  
Its: Chairman  
Date: Nov 12<sup>th</sup> 08

**Amino Development Corporation.**

**Inception Group Real Estate LLC,**

By:  By: \_\_\_\_\_  
Bill McEwen, President Its, \_\_\_\_\_  
Date: 10/28/08 Date: \_\_\_\_\_

**Amiga, Inc..**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Stock Pledge Agreement**

This Stock Pledge Agreement (the "Pledge Agreement") is made and entered into as of October \_\_, 2008 between Inception Real Estate Group, LLC, a Washington limited liability company (the "Company"), and Amino Development Corporation, a Washington corporation (the "Pledgor").

### **RECITALS**

- A. Pledgor is the owner of 4,000,000 (Four Million) shares of common stock in Amiga, Inc. a Delaware corporation formerly known as KMOS, Inc. (the "Shares"). The Shares are currently uncertificated, but appear on the books and records of Amiga, Inc as being authorized and issued to Pledgor as evidenced by Amiga's acknowledgment herein.
- B. Pledgor and Company have entered into a Settlement Agreement which provides, among other things, for the Pledge of the aforementioned shares to Company as security for Pledgor's performance under the terms of that Settlement Agreement.
- C. Except as otherwise defined herein, all Capitalized terms defined in the Settlement Agreement shall have the same meaning as ascribed to them in the Settlement Agreement.

NOW, THEREFORE, the parties agree as follows:

**1. Creation of Security Interest.** Pursuant to the provisions of the Washington Uniform Commercial Code, Pledgor hereby grants to the Company, and the Company hereby accepts, a first and present security interest in (i) the Shares, (ii) all Dividends (as defined in Section 4 hereof), and (iii) all Additional Securities (as defined in Section 5 hereof) and (iv) such Additional Collateral listed on Schedule A hereto, if any, to secure Pledgor's performance of the Settlement Agreement and the underlying obligation referenced therein and performance of all Pledgor's obligations under this Pledge Agreement. Pledgor herewith assigns to the Company its rights in the Shares pursuant to the terms of the Settlement Agreement. For purposes of this Pledge Agreement, the Shares, all Dividends, all Additional Securities and all Additional Collateral and any Dissenter's Rights will hereinafter be collectively referred to as the "**Collateral**".

**2. Representations and Warranties and Covenants Regarding Collateral.** Pledgor hereby represents and warrants to the Company that Pledgor has good title (both record and beneficial) to the Collateral, free and clear of all claims, pledges, security interests, liens or encumbrances of every nature whatsoever, and that Pledgor has the right to pledge and grant the Company the security interest in the Collateral granted under this Pledge Agreement. Pledgor will not, without the Company's prior written consent, (i) sell, assign or transfer, or attempt to sell, assign or transfer, any of the Collateral, or (ii) grant or create, or attempt to grant or create, any security interest, lien, pledge, claim or other encumbrance with respect to any of the Collateral or (iii) suffer or permit to

continue upon any of the Collateral during the term of this Pledge Agreement, an attachment, levy, execution or statutory lien.

3. **Rights of Company.** Company shall have the rights to any dividends or proceeds from the sale of the Shares to be applied to the amounts due under the Settlement Agreement and the underlying obligation from Pledgor to Company referenced therein.

4. **Dividends; Voting.** All dividends hereinafter declared on or payable with respect to any Collateral during the term of this Pledge Agreement (the "**Dividends**") will be immediately delivered to the Company to be held in pledge under this Pledge Agreement. Notwithstanding this Pledge Agreement, so long as Pledgor owns the Shares Pledgor will be entitled to vote any shares comprising the Collateral, subject to any proxies granted by Pledgor; provided that with respect to any transaction to which dissenter's rights may apply, Amiga shall provide notice to Company and Company shall be the person entitled to vote the Pledged Shares with respect to any such transaction.

5. **Adjustments.** In the event that during the term of this Pledge Agreement, any stock dividend, reclassification, readjustment, stock split, merger or other change is declared or made with respect to the Collateral, or if warrants or any other rights, options or securities are issued in respect of or in exchange for the Collateral, (the "**Additional Securities**") then all new, substituted and/or additional shares or other securities issued by reason of such change or by reason of the exercise of such warrants, rights, options or securities, will be under the terms of this Pledge Agreement

6. **Redelivery of Collateral; No Release For Partial Payment.**

- (a) Until all obligations of Pledgor under the Settlement Agreement, the underlying obligation referenced therein and under this Pledge Agreement have been satisfied in full, all Collateral will continue to be held in pledge under this Pledge Agreement.
- (b) Upon performance of all Pledgor's obligations under the Settlement Agreement, or payment in full of the underlying obligation, the Company will immediately redeliver the Collateral to Pledgor and this Pledge Agreement will terminate.

7. **Perfection and Further Assurances.** Concurrently with the execution and delivery of this Pledge Agreement, Pledgor shall (i) execute and deliver to Company for filing such financing statements and other documents in such offices as is necessary and as Company may reasonably request, and (ii) , at the Company's request, execute and deliver such further documents and take such further actions as the Company shall reasonably request to perfect and maintain the Company's security interest in the Collateral, or in any part thereof. If, in the future certificates are issued representing the Shares, Pledgor shall deliver to Company all certificates representing the Shares,

accompanied by undated instruments of transfer or other similar documents, if any, duly executed in blank.

**8. Remedies Upon Default.** If Inception fails to receive \$150,000 on or before 90 days after Effective Date of the Settlement Agreement, on the one year anniversary of the Settlement Agreement, Inception may:

- (a) Immediately register the Shares in its name and exercise any right normally incident to the ownership of the Shares, including, but not limited to, the right to elect directors and vote the Shares; and
- (b) Exercise, all of the rights, remedies, powers and privileges with respect to the Shares under the Uniform Commercial Code and such additional rights, remedies, powers and privileges to which a Company is entitled under the laws in effect in any jurisdiction where any rights, remedies, powers and privileges in respect of this Pledge Agreement or the Shares may be asserted, including the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Shares as if Company were the sole and absolute owner of the Shares (and Pledgor agrees to take all such action as may be appropriate to give effect to such right).

**9. Company Appointed Attorney-In-Fact.** Pledgor hereby appoints Company as its attorney-in-fact, with full authority, in the place and stead of Pledgor and in the name of Pledgor, from time to time in Company's discretion, to take any action and to execute any instrument which Company may deem necessary or advisable to accomplish the purposes of this Pledge Agreement to preserve the validity, perfection and priority of the security interest granted by this Pledge Agreement and, following any Default, to exercise its rights, remedies, powers and privileges under this Pledge Agreement. Pledgor hereby irrevocably authorizes Company at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements, and amendments to such financing statements, necessary to initially perfect and to maintain the perfected status of Company's security interest in the Shares. This appointment as attorney - in - fact is irrevocable and coupled with an interest. If Pledgor fails to perform any agreement contained in this Pledge Agreement, Company may perform, or cause performance of, such agreement, and the expenses incurred by Company in connection with such performance immediately shall be payable by Pledgor to Company. The acceptance of this appointment and the appointment set forth in this section by Company shall not obligate it to perform any duty, covenant or obligation required to be performed by the Pledgor under or by virtue of the Shares. Company may also execute, on behalf of the Pledgor, any financing statements or other instruments which in its opinion or the opinion of Company may be necessary

or desirable to perfect or protect Company's position with respect to the Shares.

**10. Taxes.** Pledgor will pay before delinquency any taxes which are or may become through assessment or distraint or otherwise a lien on the Shares, except taxes the validity or amount of which are being contested in good faith by appropriate proceedings upon stay of execution of the enforcement of such taxes, provision having been made to the satisfaction of Company for the payment of such taxes in the event the contest is determined adversely to Pledgor.

**11. No Waiver.** No delay or failure on the part of Company in exercising any right, power or privilege under this Pledge Agreement shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any other or future exercise of such right, power or privilege or the exercise of any other right, power or privilege under this Pledge Agreement. The rights and remedies of Company under this Pledge Agreement are not exclusive of any rights or remedies which Company would otherwise have, and Company may, upon default under this Pledge Agreement, proceed in the enforcement of this Pledge Agreement independently of any other remedy or Shares it may at any time hold in connection with the Settlement Agreement, and it shall not be necessary to proceed upon or against, and/or exhaust any other Shares or remedy before proceeding to enforce this Pledge Agreement. The exercise of any right, power, or remedy shall in no event constitute a cure or waiver of any Default nor prejudice the rights of Company in the exercise of any right under this Pledge Agreement or under the Note, unless in the exercise of such right, all Settlement Agreement are paid in full. The rights and remedies provided in this Pledge Agreement are cumulative and not exclusive of any right or remedy provided by law.

**12. No Duty To Preserve Rights.** Company shall not be under any duty or obligation whatsoever to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protest or notices of dishonor in connection with the Shares or with the Settlement Agreement. Beyond the exercise of reasonable care to assure the safe custody of the Shares held under this Pledge Agreement, Company shall have no duty or liability to preserve rights pertaining to such Shares, including, without limitation, any duty to preserve rights against any parties with respect to any of the Pledged Interest or to take any action with respect to the Shares including for calls, conversions and exchanges.

**13. Notices.** Any notice, request, instruction or other document to be given under this Agreement by any party to the another party shall be in writing and

(a) delivered personally; or (b) delivered by overnight express (charges prepaid); or (c) sent by telecopy (with confirmation of fax receipt showing date and time of notice); or (d) sent by certified mail, postage prepaid, return receipt requested:

**If to Amino to:**

Amino Development Corporation.

Attn: Bill McEwen

26828 Maple Valley Hwy #199  
Maple Valley, WA 98038

Fax: \_\_\_\_\_

With copy to:

Ahlers & Cressman PLLC

Attn: Lawrence S. Glosser

999 3<sup>rd</sup> Ave. Ste. 3100

Seattle, WA 98104

Fax: 206.297.9902

**If to Inception to:**

Inception Real Estate LLC

Attn Tom Clary

3051 218th Ave S.E.

Sammamish, WA 98075

Fax: \_\_\_\_\_

With copy to:

Michael M. Feinberg

Karr Tuttle Campbell

1201 Third Avenue

Seattle, WA 98101

Fax: (206) 682-7100

**If to Amiga to:**

Bill McEwen

355 NW Gilman Blvd #201  
Issaquah, WA 98027

Fax: 425 557 0090

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

or at such other address for a party as shall be specified by like notice. Any notice which is delivered personally or sent by overnight express in the manner provided in this Section 9 shall be deemed to have been duly given to the party to whom it is addressed upon actual receipt by such party. Any notice which is addressed and sent via certified U.S. Mail shall be conclusively presumed to have been given to the party to whom it is addressed as of the third business day following the postmark date.

**14. *Successors and Assigns.*** This Pledge Agreement will inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

**15. *Governing Law; Severability.*** This Pledge Agreement will be governed by and construed in accordance with the internal laws of the State of Washington, excluding that body of law relating to conflicts of law. Any action arising out of this Pledge Agreement or arising or existing under the Uniform Commercial Code in the event of a Default or claimed Default shall be brought in King County Superior Court or United States District Court for the Western District of Washington. In the event of any such action, the substantially prevailing party shall recover all costs and expenses thereof, including reasonable attorney's fees from the losing party. Should one or more of the provisions of this Pledge Agreement be determined by a court of law to be illegal or unenforceable, the other provisions nevertheless will remain effective and will be enforceable.

**16. *Modification; Entire Agreement.*** This Pledge Agreement will not be amended without the written consent of both parties hereto. This Pledge Agreement, together with the Settlement Agreement and any the UCC-1 financing statements filed by the Company, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter.

**17. *Authority.*** Each party signing this Pledge Agreement represents and warrants to the other that (i) he or she is authorized to do so by the governing body of their respective company, (ii) such person is acting within the scope of his or her authority, and (iii) he or she is legally authorized to bind his or her respective company to the terms of this Agreement.

**18. *Counterparts.*** This Pledge Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties shall be bound to this Pledge Agreement when a signed counterpart is transmitted to the other parties by facsimile or email. Any parties delivering a signature



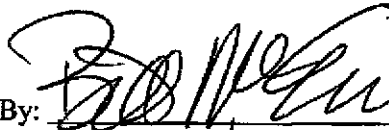
page by facsimile or email shall promptly deliver the original signed counterpart to any other party upon request.

Agreed to on the dates shown herein:

[signatures on following page]

**Amino Development Corporation.**

**Inception Group Real Estate LLC,**

By: 

Bill McEwen, President

Date: 10/28/08

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

Its, \_\_\_\_\_

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




ACKNOWLEDGEMENT BY AMIGA, INC AND LIMITED AGREEMENT TO  
TERMS

The undersigned, as an authorized representative of Amiga, Inc., a Delaware corporation ("Amiga") represents and agrees as follows:

1. Amino Development Corporation is the registered owner of 4,000,000 shares of common stock in Amiga, Inc. (the "Shares") The Shares are shown on the records of the company, but no certificates have been issued for the Shares.
2. Other than certain option rights Amino purportedly granted to certain former employees, none of which have been exercised to Amiga's knowledge, Amiga has no knowledge that, as of this date, the Shares have been pledged, hypothecated, sold or executed or levied upon. Amiga agrees to provide Inception Real Estate Group, LLC, notice at the address indicated in the Pledge Agreement within 5 business of learning of any other adverse claim to the Shares or if Amino requests the share be re-registered in the name of any purported optionee.
3. The shares issued by the Corporation have not been registered under the Securities Act of 1933 or any applicable state law. Amiga makes no express or implied representations regarding the value of the Shares.
4. Amiga does hereby agree to recognize the terms of this Pledge Agreement, and to indicate on the company's records and to advise any transfer agent retained by Amiga of the existence of this Pledge Agreement. Amiga will not effectuate the sale, transfer, or hypothecation of the Shares unless and until it has received (a) a release of the Pledge from Inception Real Estate Group, LLC, a Washington limited liability company or (b) a certified copy by the Clerk of Court, King County, Washington of a Full Satisfaction of Judgment entered under Cause No: No. 02-2-26314-3 showing on the Judgment Index as Cause No. 03-9-31997-5 (c) or order of any Court having jurisdiction over the subject matter of this Pledge Agreement expressly providing for and ordering a release of the Pledge Agreement or otherwise releasing Inception Real Estate Group, LLC interest in or rights to the Shares.
5. Amiga agrees to the terms of ¶¶ 9-13 of the Pledge Agreement, and incorporate them herein. Except for those express provisions, Amiga is not a party to the Pledge Agreement nor does it have any obligations thereunder except as provided in this Acknowledgement and Limited Agreement which the parties to the Pledge Agreement may rely on.

Agreed to as of the date shown herein:

Amiga, Inc..

By:   
Its: Chairman/ceo  
Date: Nov 12<sup>th</sup> 2008