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**RED DIGITAL CINEMA and BIRGER ENGINEERING
MUTUAL STATEMENT OF WARRANTY**

This warranty agreement ("AGREEMENT") is made and effective this 22nd day of January 2009, by and between Red.com, Inc., ("RED") a Washington Corporation and Birger Engineering, Inc., ("BIRGER") a Massachusetts Corporation, for the benefit of their mutual customers (known individually as "CUSTOMER").

WHEREAS, CUSTOMER would like to use a digital cinema camera from RED with a lens mount system from BIRGER, any warranty or upgrade path made available from either RED or BIRGER to that CUSTOMER if those products were used independently, with remain available to CUSTOMER if those products are used together, so long as the following conditions are met:

1. Removal of the Existing Lens Mount From RED Camera

CUSTOMER is entitled to remove the front lens mount from his RED camera to the extent required by the assembly instructions made available from BIRGER, so long as CUSTOMER notifies BIRGER in writing and is approved by BIRGER to perform the disassembly as detailed in the next paragraph. BIRGER shall provide to all CUSTOMERS purchasing a BIRGER mount for use with a RED camera a copy of this Mutual Statement of Warranty and Appendix A prior to shipping the mount to the CUSTOMER. If BIRGER has already sold a mount to a CUSTOMER for use on a RED camera, BIRGER shall provide a copy of this Mutual Statement of Warranty and Appendix A to CUSTOMER within 10 business days. BIRGER agrees to forward the notifications and approvals to RED.

2. CUSTOMER Reporting to BIRGER Requirement

BIRGER will provide the attached form (Appendix A) to CUSTOMER for notification. So long as CUSTOMER notifies BIRGER (info@birger.com or FAX +1.617.695.9234) in writing by completing this form, and obtains approval by BIRGER to perform the disassembly at the time of sale; or for CUSTOMER that placed an order prior to 13 January 2009, prior to shipment. Notification must be made and approval given prior to removing the first screw from the RED camera. If, however, the CUSTOMER has installed the lens mount prior to 22 December 2008, he may provide notification after installation, but not later than 1 March 2009. Only one CUSTOMER notification is required for any given camera serial number.

3. Installation of the BIRGER Lens Mount Adapter and Lens Mount

Once disassembly (front lens mount only) of the RED camera is complete, CUSTOMER may install the Cinema Lens Mount adapter from BIRGER (part number RD-X-RC1-X) which serves as the interface from the camera to the standard BIRGER Lens Mounts. At this time only the Cannon EF mount (RD-EF1-X-X) has been approved by RED for installation.

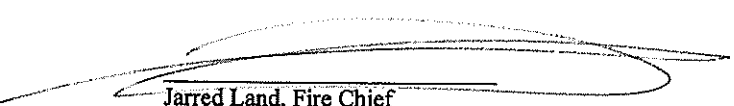
4. Limitation of Liability of RED and BIRGER

Disassembly of the camera and installation of the Lens Mount Adapter requires technical skill. If CUSTOMER determines that he has the necessary technical skill to perform the installation of the lens mount, he may do so but only after notification and approval to do so by BIRGER. If CUSTOMER fails to obtain approval to install the mount, CUSTOMER must have the mount installed by BIRGER or a technician certified by BIRGER. Neither RED, nor BIRGER, is liable for damage occurring to the camera during installation.

5. Publication of The Agreement

This agreement is not covered by any non-disclosure agreements, and RED and BIRGER are free, and encouraged, to distribute this agreement as the joint statement of warranty. In the event that either RED or BIRGER terminates this agreement, that notice must be publicly distributed in the same fashion as the original agreement.

Red.com, Inc.


Jarred Land, Fire Chief

Birger Engineering, Inc.


Erik Widdig, President

**APPENDIX A:
CUSTOMER NOTIFICATION AND LIMITATION OF LIABILITY**

This Appendix A is made and effective this ____ day of January 2009, by and between Birger Engineering, Inc., (“BIRGER”) a Massachusetts Corporation and _____ (“CUSTOMER”).

WHEREAS, CUSTOMER would like to use a digital cinema camera from Red.com, Inc., (“RED”) with a lens mount system from BIRGER, and pursuant to the separately executed agreement between RED and BIRGER, “RED DIGITAL CINEMA and BIRGER ENGINEERING MUTUAL STATEMENT OF WARRANTY” (“AGREEMENT”), requests that BIRGER provide notification to RED of BIRGER’s approval of installation to maintain the warranty on the CUSTOMER’s RED camera.

CUSTOMER certifies that he understands the reporting and approval requirement, and warranty implications of the use of the BIRGER Lens Mount on a RED Digital Cinema Camera. CUSTOMER further certifies that he has reviewed the installation instructions, and understands the scope of this process.

1. Removal of the Existing Lens Mount From RED Camera

CUSTOMER is entitled to remove the front lens mount from his RED camera to the extent required by the assembly instructions made available from BIRGER, so long as CUSTOMER notifies BIRGER in writing, and obtains approval by BIRGER as detailed in the next paragraph.

2. CUSTOMER Reporting to BIRGER Requirement

This document is the form specified as Appendix A in the AGREEMENT. CUSTOMER shall complete this form and notify BIRGER (info@birger.com or FAX +1.617.695.9234) in writing at the time of sale; or for CUSTOMER that placed an order prior to 13 January 2009, prior to shipment. Notification must be given to BIRGER and approval given by BIRGER prior to removing the first screw from the RED camera. If CUSTOMER installed the lens mount prior to 22 December 2008, he may provide notification after installation, but not later than 1 March 2009. Only one CUSTOMER notification is required for any given camera serial number. Approval for the CUSTOMER to perform the disassembly of the front lens mount of the RED camera may be obtained from BIRGER by attaching a paragraph to this Appendix A stating the CUSTOMER’s qualifications to perform the disassembly. BIRGER shall within 5 business days after receipt of this Appendix A and attached paragraph regarding qualifications, provide approval or deny approval for CUSTOMER to perform the disassembly. If BIRGER denies approval to CUSTOMER, CUSTOMER must retain the services of a skilled technician to perform the disassembly.

3. Installation of the BIRGER Lens Mount Adapter and Lens Mount

After approval from BIRGER and disassembly is complete, CUSTOMER may install the Cinema Lens Mount adapter from BIRGER (part number RD-X-RC1-X) which serves as the interface from the camera to the standard BIRGER lens mounts. Only the Cannon EF mount (RD-EF1-X-X) is currently approved by RED for installation.

4. Limitation of Liability of RED and BIRGER

Disassembly of the camera and installation of the Lens Mount Adapter requires technical skill. If CUSTOMER determines that he has the necessary technical skill to perform the installation of the lens mount, he may do so but only after notification and approval to do so by BIRGER. If CUSTOMER fails to obtain approval to install the mount, CUSTOMER must have the mount installed by BIRGER or a technician certified by BIRGER. Neither RED, nor BIRGER, is liable for damage occurring to the camera during installation.

Providing notification and obtaining approval by BIRGER for CUSTOMER to perform disassembly will allow the cameras reported through this process to maintain the warranty and upgrade options available from RED, as per the AGREEMENT. BIRGER agrees to forward this information to RED as detailed in the AGREEMENT.

CUSTOMER: _____

Camera Serial Number(s): _____

Signature: _____

Date: _____

Name/Title: _____