

MARYE POPPIN PRODUCTIONS, LLC

LABORATORY ACCESS LETTER

[DATE]

[NAME OF LAB]

[ADDRESS]

Re: “_____” (the “Picture”)

To Whom It May Concern:

1. *PICTURE/TERM/TERRITORY*: The undersigned, [FILMMAKER] hereby notifies you that it has transferred all right, title and interest in and to the Picture (including, without limitation all film and sound elements currently in your possession) to _____ (“Distributor”), and further that Distributor has the unfettered right to manufacture, market, distribute, exhibit and otherwise exploit the Picture for a Distribution term in perpetuity, (the “Term”) for the territory of the Universe (the “Territory”), subject to the terms of the Distribution Agreement dated as of _____, 20__ between the parties, whose terms are of no concern to you.

2. *MATERIALS*: Laboratory confirms that the material as set forth on the attached Annex I (the “Material”) is satisfactory for the manufacture of first-class technical quality prints, video masters, network broadcast quality standard masters and duplicate pre-print material. During the entire period of said license, the Material shall remain in Laboratory’s possession and under Laboratory’s control at its facility located at the above address and shall not be removed from the facility located at the above address without the express written consent of Distributor. Upon notice in writing from Distributor to the Laboratory of its intention to remove any of the Material on Annex I, the Material shall be sent as designated by Distributor.

3. *DISTRIBUTOR’S ORDERS*: This will authorize, direct and instruct Laboratory to fill all orders of Distributor or Distributor’s Designees at any time during the Term for duplicate material or positive prints of the Picture as Distributor or Distributor’s Designees shall request at the sole cost and expense of Distributor or Distributor’s Designees.

4. *NO CLAIM*: Notwithstanding any claim or lien which Laboratory may now or hereafter assert against Stressbox, Inc. or others with respect to the Picture or any of the Material, Laboratory agrees that it shall not, by asserting or enforcing any claim or lien, refuse to accept or perform any requests placed by Distributor or Distributor’s Designees as hereby provided.

5. *IRREVOCABILITY*: The instructions, authorizations and directions herein contained in favor of Distributor are being relied on by Distributor and are coupled with an interest and may not be revoked, rescinded or in any way modified without the written consent of Distributor.

6. *FACILITY ACKNOWLEDGMENT*: By signing in the space provided below, Laboratory

agrees that it will fill all orders from Distributor or Distributor's Designees, as the case may be, in accordance with the authority granted herein without regard to any liability or obligation of Licensor or any third party and Laboratory agrees to be bound by the foregoing instructions and directions.

By signing in the spaces provided below, the signatories agree to all of the terms and conditions herein set forth.

Very truly yours,

By: _____

Title: _____

Date: _____

ACKNOWLEDGED AND AGREED TO:

[NAME OF LAB]

[DISTRIBUTOR]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____