

**DRAFT**  
DEED OF GIFT  
FOR THE HISTORICAL MATERIALS OF  
LMH COMPANY  
[July 23, 1998]

1. In accordance with the provisions of chapter 21 of title 44, United States Code, and subject to the terms, conditions, and restrictions set forth in this instrument, LMH Company (the "Donor") gives, donates, and conveys to the United States of America for deposit in the President John F. Kennedy Assassination Records Collection (the "JFK Collection") at the National Archives and Records Administration ("NARA") the following historical materials (hereinafter referred to as "the Donated Materials"):
  - a. six sets of color reproductions of copies of original prints made from selected views of the camera-original "Zapruder" film and other Zapruder film copies owned by NARA, and
  - b. six sets of color reproductions of copies of original prints made from selected views of the LMH Company's first-generation copy of the camera-original "Zapruder" film.
2. The Donor warrants that, at the time of the execution of this Deed of Gift, it possessed title to, and all rights and interest in, the Donated Materials free and clear of all liens, claims, charges, or encumbrances.
3. The Donor gives, donates, and assigns to the United States all property interests that it possesses in the Donated Materials, except that the Donor retains to itself all copyright interests that it otherwise may possess in the Donated Materials. Nothing in this Deed of Gift diminishes any intellectual property interest that LMH has in the camera-original "Zapruder" film or in LMH Company's first generation copy of the camera-original "Zapruder" film.
4. With the exception of any copyright interest that LMH otherwise may possess in the Zapruder film, title to the Donated Materials shall pass to the United States either upon delivery of the Donated Materials, or upon the execution of this Deed of Gift by the Donor and the authorized representative of the Assassination Records Review Board (the "Review Board") or NARA.
5. This Deed of Gift explicitly prohibits NARA from making or allowing to be made any reproductions of the Donated Materials for as long as LMH possesses a valid copyright interest in the Zapruder film, unless LMH has provided prior written consent to NARA to make reproductions of the Donated Materials.

6. Once title to the Donated Materials has passed to the United States, the Donor will make the Donated Materials available to the Review Board or NARA.
7. The Review Board will instruct the Archivist of the United States (the "Archivist") to add the Donated Materials to the JFK Collection in accordance with the provisions of title 44, United States Code, section 2107.
8. The Review Board agrees that if it receives possession of the Donated Materials, it will promptly ship the Donated Materials to NARA for inclusion in the JFK Collection.
9. Once title to the Donated Materials passes to the United States and the Donated Materials are included in the JFK Collection, the Donor may freely examine them during the working hours of the depository at which they are being maintained.
10. The Donor may, upon request and from time to time, obtain reproductions of any or all of the Donated Materials. The Archivist, or his or her designee, shall determine at the time of each request whether reproductions are to be provided free of charge or, in the alternative, for a fee set in accordance with the provisions of chapter 21 of title 44, United States Code.
11.
  - (a) It is the Donor's wish that the Donated Materials be made available for use by the public as soon after and to the fullest extent possible following their inclusion in the JFK Collection. For this reason, the Donor places no restrictions beyond those referenced in paragraph 5 on the use of the Donated Materials.
  - (b) The Archivist may, subject only to restrictions placed upon him by law or regulation, provide for the preservation, arrangement, repair and rehabilitation, description, exhibition, display, and servicing of the Donated Materials as may be needful or appropriate.
12. It is the understanding of LMH and the Review Board that the Donated Materials, which are the property of LMH until such time as the donation occurs, were created for the purpose of attaching them as exhibits to a technical report that will be created by Eastman Kodak Company for the Review Board. It is also the understanding of the signatories that LMH Company will give Eastman

Kodak [some] copies of the Donated Materials described in paragraph 1 to retain for its own archives.

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

Signed: \_\_\_\_\_  
LMH Company

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

Signed: \_\_\_\_\_

Laura Denk  
Executive Director  
Assassination Records Review Board

Having received the Donated Materials from the representative of the JFK Assassination Records Review Board and pursuant to my authority under 44 U.S.C.

§ 2111, I accept this gift on behalf of the United States of America, subject to the terms, conditions, and restrictions set forth above.

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

Signed: \_\_\_\_\_

John W. Carlin  
Archivist of the United States