IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FORUM ON OPEN ACCESS TO GOVERNMENT RECORDS INC.,	§	
Plaintiff,	§	
v.	§	
DALLAS COUNTY HISTORICAL FOUNDATION, d/b/a THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA, AND NATIONAL ARCHIVES AND RECORDS ADMINISTRATION,	§	**3:25-cv-02034-B**
Defendants.		

APPENDIX TO DEFENDANT DALLAS COUNTY HISTORICAL FOUNDATION, d/b/a THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA'S REPLY IN SUPPORT OF ITS MOTION TO DISMISS

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Exhibit 1	Original License from the Museum to NARA (copy showing the Museum's signature)
Exhibit 2	Email from counsel for the Museum to counsel for FGR (Mark) requesting extension of the briefing schedule
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Exhibit 6	The Museum's Second Covenant Not to Sue

Exhibit 1

NON-EXCLUSIVE COPYRIGHT LICENSE AGREEMENT

This Non-Exclusive Copyright License Agreement ("Agreement") is entered into and effective as of October 1, 2026 ("Effective Date") and is by and between:

Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza, a Texas non-profit corporation, located within the former Texas School Book Depository building, having an address of 411 Elm Street, Dallas, TX 75202-3308 and having a website www.jfk.org ("Museum"); and

National Archives and Records Administration, an agency in the executive branch of the United States Government with its headquarters in Washington, DC and having a website www.archives.gov ("NARA").

In this Agreement, the Museum and NARA are individually referred to as a "party" or collectively as the "parties."

WHEREAS, the Museum chronicles the assassination and legacy of President John F. Kennedy;

WHEREAS, the Museum owns the copyright to a film authored by Abraham Zapruder on November 22, 1963 having RE 696-871, and being registered as U.S. Copyright Registration Number V3447D594 ("Zapruder Film");

WHEREAS, NARA maintains and makes available to the public certain historical records and other documentary materials of the U.S. Government in printed, microfilm, microfiche, and other formats ("Archival Materials") at its locations throughout the United States ("NARA Locations") and via the National Archives' website and is the official repository of the John F. Kennedy Assassination Records Collection;

WHEREAS, NARA has possession of the original physical copy of the Zapruder Film and honors the Museum's copyright to the film in responding to access requests, pursuant to the Copyright Act and NARA's regulations; and

WHEREAS, the Museum and NARA wish to enter into this Agreement to foster the mission of NARA while at the same time acknowledging and preserving the copyrights of the Museum in the Zapruder Film.

NOW THEREFORE, in view of the above recitals and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Museum's Ownership of the Copyright in the Zapruder Film. The Museum warrants that it is the registered claimant of the copyright in the Zapruder Film and represents that it has the power and authority to grant the license herein provided. NARA acknowledges the Museum's status as the registered claimant of the copyright in the Zapruder Film and represents

that it has the power and authority to accept the license granted herein and to abide by the obligations imposed on NARA by this Agreement.

2. Term. The Term of this Agreement begins on the Effective Date and shall extend through and end upon any cessation of the Museum's copyrights in the Zapruder Film.

3. License. The Museum hereby grants to NARA a limited, non-exclusive license under the Museum's copyrights in the Zapruder Film to allow NARA throughout the Term to publicly display and allow members of the public to access, view and obtain a digital non-commercial grade[1] copy of any original or duplicate Zapruder Film that is within NARA's possession via NARA's website for research purposes only and upon the condition that NARA include the notice set forth in Section 4 of this Agreement, which includes a copyright notice ("License"). For purposes of this Agreement, the term "Zapruder Film" includes the original film itself, and any and all copies thereof in NARA's holdings, including any and all partial copies, still frames, reproductions interfiled in NARA textual records collections, and any copies that exist in donated materials collections, notwithstanding any additional restrictions specified in a Deed of Gift.

4. Copyright Notice. During the Term, NARA agrees to include the following notice on any NARA webpage linking to the entire Zapruder Film, including NARA's Electronic FOIA Reading Room. NARA agrees to place the notice adjacent to any instance in which the entire Zapruder Film is being made viewable by or accessible by a Requestor. This Agreement is expressly conditioned upon NARA's use and display of a copyright notice in connection with the Zapruder Film in the following form:

> Abraham Zapruder Film © 1967 (Renewed 1995) The Sixth Floor Museum at Dealey Plaza. The copyrights in the Zapruder Film are owned by Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza.
>
> The copyright law of the United States (Title 17, United States Code) governs your use of the Zapruder Film. The Museum has granted NARA a license to make the Zapruder Film viewable on its website for research purposes only. You are responsible for complying with all restrictions related to the copying and use of the Zapruder Film, per 36 C.F.R. § 1254.62 and the Copyright Act. This includes responsibility for obtaining any necessary permission for use, further duplication, and publication of the Zapruder Film, in whole or in part, from the Museum.
>
> Researchers may request a license to reproduce the film or use it for purposes other than scholarly research through the Museum's website at https://www.jfk.org/learn/rights-and-reproductions/rights-reproductions-request-form/.

5. Special Conditions. The license granted herein is expressly conditioned upon, and NARA hereby agrees, that NARA on behalf of itself will not, and will not take an affirmative act to encourage others to: (i) use the Zapruder Film in a manner which is sensational; or (ii) other than for historic or scientific inquiry, illustration, or study, punctuate or emphasize the episodes of

[1] NARA also refers to such copies as "reference copies."

violence contained in the Zapruder Film, particularly those parts of the Zapruder Film that depict and follow: the depiction of a bullet striking President John F. Kennedy. The Museum acknowledges, however, that NARA cannot control how third parties use the Film and NARA may not be held liable for uses outside its control.

6. **Reservation of Rights.** All rights, title, and interest in and to the copyright in the Zapruder Film are expressly retained by the Museum. The parties expressly agree that nothing herein contained shall constitute them the agent or joint author of the other party. NARA does not waive any rights or defenses available to Libraries or Archives under the Copyright Act.

7. **Acknowledged Limitations.** NARA acknowledges that this Agreement does not convey to NARA any license or authorization to copy, publish, or otherwise use the Zapruder Film, in whole or in part, separately from the License provided in this Agreement, and NARA shall not use or purport to authorize others to use the Zapruder Film, in whole or in part, for advertising, promotion, publicity, or merchandising or any other purpose not expressly provided for in this Agreement.

8. **Assignment.** This Agreement is not assignable by NARA. The Agreement may be assigned by the Museum to its successors or any entity that acquires substantially all of the assets of the Museum. The Museum will provide NARA with written notice of any assignment of this Agreement within thirty (30) days of the effective date of such assignment.

9. **Integration.** This Agreement constitutes the entire agreement between parties and supersedes any previous written or oral agreements regarding the subject matter hereof. There are no other inducements to either party in entering into this Agreement.

10. **Governing Law.** This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed and enforced in accordance with the laws of the United States.

11. **Breach.** In the event of a material breach of this Agreement by NARA, the License granted herein shall automatically terminate. In the event of a material breach of this Agreement by the Museum, NARA's obligations under this Agreement shall automatically terminate.

12. **Waiver.** No amendment or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by an authorized representative of each party hereto, and then such waiver or consent shall be effective only in a specific instance and for the specific purpose for which given. No failure on the part of a party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

13. **Amendment.** No change, termination, waiver, amendment or modification of any of the provisions hereof shall be binding upon the Parties, unless in writing signed by duly authorized representatives of the parties.

14. Notices Concerning This Agreement. Notices concerning this Agreement may be effective if delivered to the following representatives of the parties via email.

If to NARA:	Chris Naylor Executive for Research Services National Archives and Records Administration 8601 Adelphi Road, Suite 3400 College Park, MD 20740 **chris.naylor@nara.gov**
If to the Museum:	Nicola Longford CEO Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza 411 Elm Street, Dallas, TX 75202-3308 **NicolaL@jfk.org**
With a copy to:	Charles E. Phipps, Esq. Troutman Pepper Locke, LLP 2200 Ross Ave., Suite 2800 Dallas, Texas 75201 **Charles.Phipps@troutman.com**

WHEREFORE, the parties, by and through their duly authorized representatives identified below, hereby execute, accept and acknowledge this Agreement.

DALLAS COUNTY HISTORICAL FOUNDATION d/b/a
THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA

By: _____
Nicola Longford, CEO
Date: 10.02.2026

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

By: Bradford P Wilson
NAME: _____
TITLE: Bradford P. Wilson, Archivist of the United States
Date: 10-01-2026

Exhibit 2

Phipps, Charles

From: Phipps, Charles
Sent: Monday, October 26, 2026 11:23 AM
To: Mark Javitch; Omar Darwich
Cc: Pudelka, Glenn; Davison, Tucker
Subject: RE: Forum v. Museum et al., 3:25-cv-2034 (N.D. Tex.) - RE: The Museum's Request for Proposed Changes to the Covenant Not to Sue;

Mark and Omar,

Just following up on the email below. The Museum is considering an amendment to the license to NARA and believes that the parties and the Court would benefit from an extension of the briefing schedule, as requested below. Thank you.

Sincerely,

Charles Phipps
Partner
troutman pepper locke
Direct: 214.417.9929
charles.phipps@troutman.com

From: Phipps, Charles
Sent: Friday, October 23, 2026 11:36 AM
To: 'Mark Javitch' <mark@javitchlawoffice.com>
Cc: Pudelka, Glenn <Glenn.Pudelka@troutman.com>; Davison, Tucker <Tucker.Davison@troutman.com>
Subject: RE: Forum v. Museum et al., 3:25-cv-2034 (N.D. Tex.) - RE: The Museum's Request for Proposed Changes to the Covenant Not to Sue;

Mark,

We are continuing to work on The Museum's responses to your questions below, but request more time to do so. A one-week extension is requested. We understand that your response to the Motion to Dismiss (Doc. 47) is due on Monday and are willing to grant you an extension of time. Please let me know how much time you may want in terms of an extension of Plaintiff's response deadline. Thank you.

Sincerely,

Charles Phipps
Partner
troutman pepper locke
Direct: 214.417.9929
charles.phipps@troutman.com

From: Mark Javitch <mark@javitchlawoffice.com>
Sent: Friday, October 16, 2026 6:45 PM

To: Phipps, Charles <Charles.Phipps@troutman.com>
Cc: Pudelka, Glenn <Glenn.Pudelka@troutman.com>; Davison, Tucker <Tucker.Davison@troutman.com>
Subject: Re: Forum v. Museum et al., 3:25-cv-2034 (N.D. Tex.) - RE: The Museum's Request for Proposed Changes to the Covenant Not to Sue;

CAUTION: This message came from outside the firm. DO NOT click links or open attachments unless you recognize this sender (look at the actual email address) and confirm the content is safe.

Charles,

Responding to your email of October 6, 2026: as we study the new instruments, it is difficult to respond to your invitation to propose revisions without clarification of what the effect of the new instruments will be. The Covenant and the License were executed without the Forum's participation, and what they cover is not apparent from their text.

1. The new instruments do not appear to permit obtaining Zapruder materials from the National Archives for commercial purposes. Does the Museum now give the Forum permission to obtain the highest resolution and/or commercial grade Zapruder materials from the National Archives for its commercial uses, such as commercial publishing of books, videos and websites?

2. Neither instrument identifies the records to which it applies. This is confusing because the National Archives has hundreds of listings that result when searching "Zapruder." Does the Museum contend that the instruments require the Museum's permission to obtain the highest resolution versions and/or the commercial grade versions of the following listings:

(a) NAID 1024554, Abraham Zapruder Film of John F. Kennedy Assassination: Forensic Version, Local Identifier 541-MISC-1;
(b) NAID 1029673, Abraham Zapruder Film of John F. Kennedy Assassination: De-scratched Version, Local Identifier 541-MISC-1A;
(c) NAID 13251 and NAID 6920781, Secret Service versions of the Zapruder film;
(d) the Warren Commission slides reflecting frames 171 through 207 and 212 through 334, and the transparencies of frames 208 through 211;
(e) NAID 35532542, Zapruder copy held by the Federal Bureau of Investigation;
(f) NAID 6920757, Reenactment Shot Through Abraham Zapruder's Camera; and
(g) NAID 13223, JFK Exhibit #20: Duplicate Copies of Zapruder Film Made for the US Secret Service by LIFE (of TIME, Inc.)?

3. Under the new instruments, does the Museum still contend that any versions of the Zapruder film or Zapruder materials held by the National Archives are not readily reproducible because of the Museum's copyright, as the National Archives argued in FOIAConsciousness.com LLC v. National Archives & Records Administration, No. 3:24-cv-00997 (N.D. Cal.)?

4. Under the new instruments, does the Museum contend that any version of the Zapruder film held by the National Archives is confidential within the meaning of 5 U.S.C. § 552(b)(4), or is otherwise exempt from disclosure under FOIA, as the National Archives argued in FOIAConsciousness.com LLC v. National Archives & Records Administration, No. 3:24-cv-00997 (N.D. Cal.) ?

5. Does the Museum now consent to the National Archives furnishing to the Forum the highest

resolution and commercial grade versions of the Zapruder film in response to any current and future FOIA requests sent by the Forum?

6. Is the Museum now willing to furnish the Forum the highest resolution and/or commercial grade versions of the Zapruder materials in its possession?

7. Does the Museum contend that its permission is required before the National Archives may comply with the Reading Room requirement to place frequently requested records online as to any version of the Zapruder film, such as the commercial grade or high resolution versions?

8. Will the Museum now advise the National Archives that it does not object to the Forum's Freedom of Information Act requests at issue in FOIAConsciousness.com LLC v. National Archives & Records Administration?

9. Does the Museum permit the Forum to publish the highest resolution or commercial grade versions of the Zapruder film, in whole or in part, in a work offered for sale and in advertising or promotion of such a work?

10. Several terms on which the instruments operate are not defined.

(a) Section 3 of the License permits the agency to allow the public to obtain a "digital non-commercial grade copy" of the film, and footnote 1 states that "NARA also refers to such copies as 'reference copies.'" What does the Museum understand "non-commercial grade" to mean, and by what measure — resolution, format, or otherwise — is a reproduction of commercial grade distinguished from one that is not?

(b) Section 5 of the License conditions the grant on the National Archives agreeing that it "will not, and will not take an affirmative act to encourage others to use the Zapruder Film in a sensational manner or in a way that emphasizes the film's violence. What does the Museum understand "sensational" and "punctuate or emphasize the episodes of violence" to mean? Does the Museum contend that Section 5 bears in any way on what the Forum, or any other member of the public, may do with a record the agency publishes?

(c) If the Forum were to obtain a reproduction of the Zapruder film that depicts the wounding of President Kennedy more graphically than the extant versions portray, and were to publish that reproduction for the purpose of discussing whether the film was altered, would the Museum consider that publication to be "sensational" within the meaning of clause (i), or to "punctuate or emphasize the episodes of violence" within the meaning of clause (ii)?

The Forum asks for a response by October 23, 2026.

Sincerely,

Mark L. Javitch
Javitch Law Office
3 East 3rd Ave., Ste. 200
San Mateo, CA 94401
(650) 781-8000

Exhibit 3

Mark,

Thank you for responding to my October 6, 2026 email. As stated therein, I have been seeking your input on settlement through my prior emails of August 19, 2026, and September 15, 2026. Your response on September 16, 2026 was that you did not believe settlement discussions "would be productive at this time." Those prior invitations were your opportunity to participate in the drafting of documents regarding a resolution of the case. I provided you with another opportunity to participate in settlement discussions during our October 6, 2026 Rule 26(f) conference. You indicated on that call, however, that your client was not interested in settlement but rather was seeking a judicial resolution.

The Museum is concerned that you have not been acting in good faith and that you do not seek to resolve any real or active legal dispute. FGR admitted in its draft of the Joint Status Report (Doc. 54), that FGR contends that a resolution of the current dispute is not sufficient because its goal is to not "leave the asserted copyright in place as to everyone else." (Doc. 54, p. 18 (quoting from a prior draft of the Joint Status Report provided by Plaintiff)). This express goal of yours seems to explain why you purported to reject the Museum's previous grant to one of your clients of a *gratis* non-exclusive license to the Museum's copyrights in the Zapruder Film.

Instead of seeking a resolution of any alleged dispute, you have been using multiple lawsuits, brought by multiple entities, in an effort to obtain advisory opinions from the court, which have consumed a great deal of judicial resources and the resources of the Museum and of the federal government.

The question in my October 6, 2026 email related to why you may believe that the Covenant Not to Sue and the License to NARA are insufficient to resolve **this** lawsuit. I do not perceive your ten questions, nor any answers that the Museum may provide, as relevant to my question. They also do not seem relevant to the resolution of the Museum's Motion to Dismiss the First Amended Complaint. The Museum believes the Covenant Not to Sue and the License to NARA resolves this matter. Nevertheless, in an effort to remove the issues your questions seem to raise about the copy being provided by NARA, the Museum and NARA have entered into a new license, dated October 30, 2026, which allows NARA to provide you with a commercial-grade copy.

Moreover, please note that the construction of the Covenant Not to Sue and the License to NARA is up to the Court as a matter of law. Nevertheless, please see my responses below, which rely upon the definitions in the Covenant Not to Sue.

1. The new instruments do not appear to permit obtaining Zapruder materials from the National Archives for commercial purposes. Does the Museum now give the Forum permission to obtain the highest resolution and/or commercial grade Zapruder materials from the National Archives for its commercial uses, such as commercial publishing of books, videos and websites?

The First Covenant Not to Sue covers all of Plaintiff's Activities and any colorable imitations thereof as set forth in the First Amended Complaint (Doc. 37). The Second Covenant Not To Sue is broader and covers the activities you recently alleged in FGR's response brief. The Revised License to NARA allows Plaintiff to obtain a copy of whatever materials NARA may

have that are covered by the Museum's copyrights in the Zapruder Film. The resolution or grade of the copy provided to FGR by NARA is up to NARA. The Museum does not and will not object to the resolution or grade of any copy provided to FGR by NARA.

2. Neither instrument identifies the records to which it applies. This is confusing because the National Archives has hundreds of listings that result when searching "Zapruder." Does the Museum contend that the instruments require the Museum's permission to obtain the highest resolution versions and/or the commercial grade versions of the following listings:

(a) NAID 1024554, Abraham Zapruder Film of John F. Kennedy Assassination: Forensic Version, Local Identifier 541-MISC-1;
(b) NAID 1029673, Abraham Zapruder Film of John F. Kennedy Assassination: De-scratched Version, Local Identifier 541-MISC-1A;
(c) NAID 13251 and NAID 6920781, Secret Service versions of the Zapruder film;
(d) the Warren Commission slides reflecting frames 171 through 207 and 212 through 334, and the transparencies of frames 208 through 211;
(e) NAID 35532542, Zapruder copy held by the Federal Bureau of Investigation;
(f) NAID 6920757, Reenactment Shot Through Abraham Zapruder's Camera; and
(g) NAID 13223, JFK Exhibit #20: Duplicate Copies of Zapruder Film Made for the US Secret Service by LIFE (of TIME, Inc.)?

The First and Second Covenants Not to Sue and the Revised License to NARA do not require NARA to obtain permission from the Museum to provide a copy of whatever materials NARA may have that are covered by the Museum's copyrights in the Zapruder Film. The resolution or grade of the copy provided to FGR by NARA is up to NARA.

3. Under the new instruments, does the Museum still contend that any versions of the Zapruder film or Zapruder materials held by the National Archives are not readily reproducible because of the Museum's copyright, as the National Archives argued in FOIAConsciousness.com LLC v. National Archives & Records Administration, No. 3:24-cv-00997 (N.D. Cal.)?

The Museum did not make such a contention in the California Lawsuit. This question relates to an entirely separate lawsuit for which the Museum is not an active party.

4. Under the new instruments, does the Museum contend that any version of the Zapruder film held by the National Archives is confidential within the meaning of 5 U.S.C. § 552(b)(4), or is otherwise exempt from disclosure under FOIA, as the National Archives argued in FOIAConsciousness.com LLC v. National Archives & Records Administration, No. 3:24-cv-00997 (N.D. Cal.) ?

The Museum did not make such a contention in the California Lawsuit. This question relates to an entirely separate lawsuit for which the Museum is not an active party.

5. Does the Museum now consent to the National Archives furnishing to the Forum the highest resolution and commercial grade versions of the Zapruder film in response to any current and future FOIA requests sent by the Forum?

The First and Second Covenants Not to Sue and the Revised License to NARA allow Plaintiff to obtain from NARA a copy of whatever materials NARA may have that are covered by the Museum's copyrights in the Zapruder Film. The resolution or grade of the copy provided to FGR by NARA is up to NARA. The Museum does not and will not object to the resolution or grade of any copy provided to FGR by NARA.

6. Is the Museum now willing to furnish the Forum the highest resolution and/or commercial grade versions of the Zapruder materials in its possession?

No. FGR has no standing to seek to obtain any version of the Museum's Zapruder materials. As currently understood, this request has no legal basis and is entirely separate and distinct from the issues set forth in FGR's First Amended Complaint (Doc. 37). Moreover, you admitted in your November 6, 2026 email that your client has not right to demand materials in the Museum's possession.

7. Does the Museum contend that its permission is required before the National Archives may comply with the Reading Room requirement to place frequently requested records online as to any version of the Zapruder film, such as the commercial grade or high resolution versions?

To the extent that the question seeks to provide a legal contention as to NARA's legal obligation (i.e., contending that the "Reading Room requirement" obligated NARA "to place frequently requested records online as to any version of the Zapruder film…."), the Museum objects to the question. Subject to that objection, the answer is "no, because NARA has a license from the Museum to provide to the public a copy of whatever materials are covered by the Museum's copyrights in the Zapruder Film." The Revised License allows NARA to provide FGR with whatever resolution or grade of materials in its possession. The Museum does not and will not object to the resolution or grade of any copy provided to FGR by NARA.

8. Will the Museum now advise the National Archives that it does not object to the Forum's Freedom of Information Act requests at issue in FOIAConsciousness.com LLC v. National Archives & Records Administration?

The Museum's Revised License to NARA allows NARA to make available to the public a copy of whatever materials it has that are subject to the Museum's copyrights in the Zapruder Film. The Museum also objects to the question as it relates to an entirely separate lawsuit for which the Museum is not an active party.

9. Does the Museum permit the Forum to publish the highest resolution or commercial grade versions of the Zapruder film, in whole or in part, in a work offered for sale and in advertising or promotion of such a work?

This is a vague hypothetical question about potential future events that does not provide any detail or specificity to allow the Museum to properly evaluate such a request. Apparently, FGR does not possess whatever it believes to be "the highest resolution or commercial grade

versions of the Zapruder film." Thus, apparently, FGR currently lacks the ability to publish such materials. To the extent that any future activities relate to the Activities or any colorable imitations thereof, then they would be covered by the First Covenant Not to Sue. In any event, please see the Second Covenant Not to Sue which would cover such activities.

10. Several terms on which the instruments operate are not defined.

(a) Section 3 of the License permits the agency to allow the public to obtain a "digital non-commercial grade copy" of the film, and footnote 1 states that "NARA also refers to such copies as 'reference copies.'" What does the Museum understand "non-commercial grade" to mean, and by what measure — resolution, format, or otherwise — is a reproduction of commercial grade distinguished from one that is not?

The Museum believes that the definitions are clear and that their construction by the Court is not needed to resolve the Museum's Motion to Dismiss. The Museum does not and will not object to the resolution or grade of any copy provided to FGR by NARA.

(b) Section 5 of the License conditions the grant on the National Archives agreeing that it "will not, and will not take an affirmative act to encourage others to use the Zapruder Film in a sensational manner or in a way that emphasizes the film's violence. What does the Museum understand "sensational" and "punctuate or emphasize the episodes of violence" to mean? Does the Museum contend that Section 5 bears in any way on what the Forum, or any other member of the public, may do with a record the agency publishes?

The Museum believes that Section 5 is clear and its construction by the Court is not needed to resolve the Museum's Motion to Dismiss. Section 5 relates only to a special condition about NARA's affirmative future acts.

(c) If the Forum were to obtain a reproduction of the Zapruder film that depicts the wounding of President Kennedy more graphically than the extant versions portray, and were to publish that reproduction for the purpose of discussing whether the film was altered, would the Museum consider that publication to be "sensational" within the meaning of clause (i), or to "punctuate or emphasize the episodes of violence" within the meaning of clause (ii)?

This is a vague hypothetical question about a potential future event. Apparently, FGR does not possess "a reproduction of the Zapruder film that depicts the wounding of President Kennedy more graphically than the extant versions portray." Thus, apparently, FGR currently lacks the ability to publish such materials. Again, the Museum believes that Section 5 and its two subsections are clear and construction thereof by the Court is not needed to resolve the Museum's Motion to Dismiss. Section 5 and its two subsections relate only to a special condition about NARA's affirmative future acts.

Exhibit 4

NON-EXCLUSIVE COPYRIGHT LICENSE AGREEMENT

This Non-Exclusive Copyright License Agreement ("Agreement") is entered into and effective as of October 29, 2026 ("Effective Date") and is by and between:

Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza, a Texas non-profit corporation, located within the former Texas School Book Depository building, having an address of 411 Elm Street, Dallas, TX 75202-3308 and having a website www.jfk.org ("Museum"); and

National Archives and Records Administration, an agency in the executive branch of the United States Government with its headquarters in Washington, DC and having a website www.archives.gov ("NARA").

In this Agreement, the Museum and NARA are individually referred to as a "party" or collectively as the "parties."

WHEREAS, the Museum chronicles the assassination and legacy of President John F. Kennedy;

WHEREAS, the Museum owns the copyright to a film authored by Abraham Zapruder on November 22, 1963 having RE 696-871, and being registered as U.S. Copyright Registration Number V3447D594 ("Zapruder Film");

WHEREAS, NARA maintains and makes available to the public certain historical records and other documentary materials of the U.S. Government in printed, microfilm, microfiche, and other formats ("Archival Materials") at its locations throughout the United States ("NARA Locations") and via the National Archives' website and is the official repository of the John F. Kennedy Assassination Records Collection;

WHEREAS, NARA has possession of the original physical copy of the Zapruder Film and honors the Museum's copyright to the film in responding to access requests, pursuant to the Copyright Act and NARA's regulations; and

WHEREAS, the Museum and NARA wish to enter into this Agreement to foster the mission of NARA while at the same time acknowledging and preserving the copyrights of the Museum in the Zapruder Film.

NOW THEREFORE, in view of the above recitals and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Museum's Ownership of the Copyright in the Zapruder Film. The Museum warrants that it is the registered claimant of the copyright in the Zapruder Film and represents that it has the power and authority to grant the license herein provided.

NARA acknowledges the Museum's status as the registered claimant of the copyright in the Zapruder Film and represents that it has the power and authority to accept the license granted herein and to abide by the obligations imposed on NARA by this Agreement.

2. **Term.** The Term of this Agreement begins on the Effective Date and shall extend through and end upon any cessation of the Museum's copyrights in the Zapruder Film.

3. **License.** The Museum hereby grants to NARA a limited, non-exclusive license under the Museum's copyrights in the Zapruder Film to allow NARA throughout the Term to publicly display and allow members of the public to access, view and obtain a digital copy of any original or duplicate Zapruder Film that is within NARA's possession via NARA's website for research purposes only and upon the condition that NARA include the notice set forth in Section 4 of this Agreement, which includes a copyright notice ("License"). For purposes of this Agreement, the term "Zapruder Film" includes the original film itself, and any and all copies thereof in NARA's holdings, including any and all partial copies, still frames, reproductions interfiled in NARA textual records collections, and any copies that exist in donated materials collections, notwithstanding any additional restrictions specified in a Deed of Gift.

4. **Copyright Notice.** During the Term, NARA agrees to include the following notice on any NARA webpage linking to the entire Zapruder Film, including NARA's Electronic FOIA Reading Room. NARA agrees to place the notice adjacent to any instance in which the entire Zapruder Film is being made viewable by or accessible by a Requestor. This Agreement is expressly conditioned upon NARA's use and display of a copyright notice in connection with the Zapruder Film in the following form:

> Abraham Zapruder Film © 1967 (Renewed 1995) The Sixth Floor Museum at Dealey Plaza. The copyrights in the Zapruder Film are owned by Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza.
>
> The copyright law of the United States (Title 17, United States Code) governs your use of the Zapruder Film. The Museum has granted NARA a license to make the Zapruder Film viewable on its website for research purposes only. You are responsible for complying with all restrictions related to the copying and use of the Zapruder Film, per 36 C.F.R. § 1254.62 and the Copyright Act. This includes responsibility for obtaining any necessary permission for use, further duplication, and publication of the Zapruder Film, in whole or in part, from the Museum.
>
> Researchers may request a license to reproduce the film or use it for purposes other than scholarly research through the Museum's website at https://www.jfk.org/learn/rights-and-reproductions/rights-reproductions-request-form/.

5. **Special Conditions.** The license granted herein is expressly conditioned upon, and NARA hereby agrees, that NARA on behalf of itself will not, and will not take an affirmative act to encourage others to: (i) use the Zapruder Film in a manner which is sensational; or (ii) other than for historic or scientific inquiry, illustration, or study, punctuate or emphasize the episodes of violence contained in the Zapruder Film, particularly those parts of the Zapruder Film that depict and follow: the depiction of a bullet striking President John F. Kennedy. The Museum acknowledges, however, that NARA cannot control how third parties use the Film and NARA may not be held liable for uses outside its control.

6. **Reservation of Rights.** All rights, title, and interest in and to the copyright in the Zapruder Film are expressly retained by the Museum. The parties expressly agree that nothing herein contained shall constitute them the agent or joint author of the other party. NARA does not waive any rights or defenses available to Libraries or Archives under the Copyright Act.

7. **Acknowledged Limitations.** NARA acknowledges that this Agreement does not convey to NARA any license or authorization to copy, publish, or otherwise use the Zapruder Film, in whole or in part, separately from the License provided in this Agreement, and NARA shall not use or purport to authorize others to use the Zapruder Film, in whole or in part, for advertising, promotion, publicity, or merchandising or any other purpose not expressly provided for in this Agreement.

8. **Assignment.** This Agreement is not assignable by NARA. The Agreement may be assigned by the Museum to its successors or any entity that acquires substantially all of the assets of the Museum. The Museum will provide NARA with written notice of any assignment of this Agreement within thirty (30) days of the effective date of such assignment.

9. **Integration.** This Agreement constitutes the entire agreement between parties and supersedes any previous written or oral agreements regarding the subject matter hereof. There are no other inducements to either party in entering into this Agreement.

10. **Governing Law.** This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed and enforced in accordance with the laws of the United States.

11. **Breach.** In the event of a material breach of this Agreement by NARA, the License granted herein shall automatically terminate. In the event of a material breach of this Agreement by the Museum, NARA's obligations under this Agreement shall automatically terminate.

12. **Waiver.** No amendment or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by an authorized representative of each party hereto, and then such waiver or consent shall be effective only in a specific instance and for the specific

purpose for which given. No failure on the part of a party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

13. Amendment. No change, termination, waiver, amendment or modification of any of the provisions hereof shall be binding upon the Parties, unless in writing signed by duly authorized representatives of the parties.

14. Notices Concerning This Agreement. Notices concerning this Agreement may be effective if delivered to the following representatives of the parties via email.

If to NARA:
Chris Naylor
Executive for Research Services
National Archives and Records Administration
8601 Adelphi Road, Suite 3400
College Park, MD 20740
chris.naylor@nara.gov

If to the Museum:
Nicola Longford
CEO
Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza
411 Elm Street, Dallas, TX 75202-3308
NicolaL@jfk.org

With a copy to:
Charles E. Phipps, Esq.
Troutman Pepper Locke, LLP
2200 Ross Ave., Suite 2800
Dallas, Texas 75201
Charles.Phipps@troutman.com

WHEREFORE, the parties, by and through their duly authorized representatives identified below, hereby execute, accept and acknowledge this Agreement.

DALLAS COUNTY HISTORICAL FOUNDATION d/b/a
THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA

By: Nicola Longford
Nicola Longford, CEO
Date: 10/30/2026

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

By: Bradford P. Wilson
Name Bradford P. Wilson
Title: Archivist of the United States
Date: 10-29-2026

Exhibit 5

NON-EXCLUSIVE COPYRIGHT LICENSE AGREEMENT

This Non-Exclusive Copyright License Agreement ("Agreement") is entered into and effective as of October 29, ~~September 24,~~ 2026 ("Effective Date") and is by and between:

Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza, a Texas non-profit corporation, located within the former Texas School Book Depository building, having an address of 411 Elm Street, Dallas, TX 75202-3308 and having a website www.jfk.org ("Museum"); and

National Archives and Records Administration, an agency in the executive branch of the United States Government with its headquarters in Washington, DC and having a website www.archives.gov ("NARA").

In this Agreement, the Museum and NARA are individually referred to as a "party" or collectively as the "parties."

WHEREAS, the Museum chronicles the assassination and legacy of President John F. Kennedy;

WHEREAS, the Museum owns the copyright to a film authored by Abraham Zapruder on November 22, 1963 having RE 696-871, and being registered as U.S. Copyright Registration Number V3447D594 ("Zapruder Film");

WHEREAS, NARA maintains and makes available to the public certain historical records and other documentary materials of the U.S. Government in printed, microfilm, microfiche, and other formats ("Archival Materials") at its locations throughout the United States ("NARA Locations") and via the National Archives' website and is the official repository of the John F. Kennedy Assassination Records Collection;

WHEREAS, NARA has possession of the original physical copy of the Zapruder Film and honors the Museum's copyright to the film in responding to access requests, pursuant to the Copyright Act and NARA's regulations. 36 C.F.R. § 1254.62; and

WHEREAS, the Museum and NARA wish to enter into this Agreement to foster the mission of NARA while at the same time acknowledging and preserving the copyrights of the Museum in the Zapruder Film.

NOW THEREFORE, in view of the above recitals and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Museum's Ownership of the Copyright in the Zapruder Film. The Museum warrants that it is the registered claimant of the copyright in the Zapruder Film and represents that it has the power and authority to grant the license herein provided. NARA acknowledges the Museum's status as the registered claimant of the copyright in the Zapruder Film and represents

that it has the power and authority to accept the license granted herein and to abide by the obligations imposed on NARA by this Agreement.

2. Term. The Term of this Agreement begins on the Effective Date and shall extend through and end upon any cessation of the Museum's copyrights in the Zapruder Film.

3. License. The Museum hereby grants to NARA a limited, non-exclusive license under the Museum's copyrights in the Zapruder Film to allow NARA throughout the Term to publicly display and allow members of the public to access, view and obtain a digital ~~non-commercial grade[1]~~ copy of any original or duplicate Zapruder Film that is within NARA's possession via NARA's website for research purposes only and upon the condition that NARA include the notice set forth in Section 4 of this Agreement, which includes a copyright notice ("License"). For purposes of this Agreement, the term "Zapruder Film" includes the original film itself, and any and all copies thereof in NARA's holdings, including any and all partial copies, still frames, reproductions interfiled in NARA textual records collections, and any copies that exist in donated materials collections, notwithstanding any additional restrictions specified in a Deed of Gift.

4. Copyright Notice. During the Term, NARA agrees to include the following notice on any NARA webpage linking to the entire Zapruder Film, including NARA's Electronic FOIA Reading Room. NARA agrees to place the notice adjacent to any instance in which the entire Zapruder Film is being made viewable by or accessible by a Requestor. This Agreement is expressly conditioned upon NARA's use and display of a copyright notice in connection with the Zapruder Film in the following form:

> Abraham Zapruder Film © 1967 (Renewed 1995) The Sixth Floor Museum at Dealey Plaza. The copyrights in the Zapruder Film are owned by Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza.
>
> The copyright law of the United States (Title 17, United States Code) governs your use of the Zapruder Film. The Museum has granted NARA a license to make the Zapruder Film viewable on its website for research purposes only. You are responsible for complying with all restrictions related to the copying and use of the Zapruder Film, per 36 C.F.R. § 1254.62 and the Copyright Act. This includes responsibility for obtaining any necessary permission for use, further duplication, and publication of the Zapruder Film, in whole or in part, from the Museum.
>
> Researchers may request a license to reproduce the film or use it for purposes other than scholarly research through the Museum's website at https://www.jfk.org/learn/rights-and-reproductions/rights-reproductions-request-form/.

5. Special Conditions. The license granted herein is expressly conditioned upon, and NARA hereby agrees, that NARA on behalf of itself will not, and will not take an affirmative act to encourage others to: (i) use the Zapruder Film in a manner which is sensational; or (ii) other than for historic or scientific inquiry, illustration, or study, punctuate or emphasize the episodes of

~~[1] NARA also refers to such copies as "reference copies."~~

violence contained in the Zapruder Film, particularly those parts of the Zapruder Film that depict and follow: the depiction of a bullet striking President John F. Kennedy. The Museum acknowledges, however, that NARA cannot control how third parties use the Film and NARA may not be held liable for uses outside its control.

6. Reservation of Rights. All rights, title, and interest in and to the copyright in the Zapruder Film are expressly retained by the Museum. The parties expressly agree that nothing herein contained shall constitute them the agent or joint author of the other party. NARA does not waive any rights or defenses available to Libraries or Archives under the Copyright Act.

7. Acknowledged Limitations. NARA acknowledges that this Agreement does not convey to NARA any license or authorization to copy, publish, or otherwise use the Zapruder Film, in whole or in part, separately from the License provided in this Agreement, and NARA shall not use or purport to authorize others to use the Zapruder Film, in whole or in part, for advertising, promotion, publicity, or merchandising or any other purpose not expressly provided for in this Agreement.

8. Assignment. This Agreement is not assignable by NARA. The Agreement may be assigned by the Museum to its successors or any entity that acquires substantially all of the assets of the Museum. The Museum will provide NARA with written notice of any assignment of this Agreement within thirty (30) days of the effective date of such assignment.

9. Integration. This Agreement constitutes the entire agreement between parties and supersedes any previous written or oral agreements regarding the subject matter hereof. There are no other inducements to either party in entering into this Agreement.

10. Governing Law. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed and enforced in accordance with the laws of the United States.

11. Breach. In the event of a material breach of this Agreement by NARA, the License granted herein shall automatically terminate. In the event of a material breach of this Agreement by the Museum, NARA's obligations under this Agreement shall automatically terminate.

12. Waiver. No amendment or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by an authorized representative of each party hereto, and then such waiver or consent shall be effective only in a specific instance and for the specific purpose for which given. No failure on the part of a party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

13. Amendment. No change, termination, waiver, amendment or modification of any of the provisions hereof shall be binding upon the Parties, unless in writing signed by duly authorized representatives of the parties.

14. Notices Concerning This Agreement. Notices concerning this Agreement may be effective if delivered to the following representatives of the parties via email.

If to NARA:	Chris Naylor Executive for Research Services National Archives and Records Administration 8601 Adelphi Road, Suite 3400 College Park, MD 20740 chris.naylor@nara.gov
If to the Museum:	Nicola Longford CEO Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza 411 Elm Street, Dallas, TX 75202-3308 NicolaL@jfk.org
With a copy to:	Charles E. Phipps, Esq. Troutman Pepper Locke, LLP 2200 Ross Ave., Suite 2800 Dallas, Texas 75201 Charles.Phipps@troutman.com

WHEREFORE, the parties, by and through their duly authorized representatives identified below, hereby execute, accept and acknowledge this Agreement.

DALLAS COUNTY HISTORICAL FOUNDATION d/b/a
THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA

By: _____
Nicola Longford, CEO
Date: _____

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

By: _____
NAME: _____
TITLE: Archivist of the United States
Date: _____

Exhibit 6

NEW COVENANT NOT TO SUE

This New Covenant Not to Sue ("New Covenant") is made by the Dallas County Historical Foundation, d/b/a The Sixth Floor Museum at Dealey Plaza, a Texas non-profit educational and charitable corporation with its principal place of business at 411 Elm Street, Dallas, Texas 75202 ("Museum") for the benefit of the Forum on Open Access to Government Records, Inc., a Texas corporation with its primary address in Dallas, Texas ("FGR"), and is effective as of August 1, 2026 ("Effective Date"). The New Covenant includes and expands the prior Covenant Not to Sue signed by the Museum on October 2, 2026 ("Prior Covenant").

WHEREAS, the Museum is a Texas non-profit educational and charitable corporation that operates The Sixth Floor Museum at Dealey Plaza in Dallas, Texas;

WHEREAS, the FGR is a Texas corporation, which filed on August 1, 2025, a Complaint in *Forum on Open Access to Government Records Inc. v. Dallas County Historical Foundation, d/b/a The Sixth Floor Museum at Dealey Plaza, and National Archives and Records Administration*, Civil Action No. 3:25-CV-2034-B, in the United States District Court for the Northern District of Texas, Dallas Division ("Lawsuit");

WHEREAS, the Complaint included various causes of action against the Museum relating to the Museum's copyrights in the 8mm motion picture filmed by Abraham Zapruder on November 22, 1963, in Dealey Plaza, Dallas, Texas, depicting the presidential motorcade and assassination of President John F. Kennedy ("Zapruder Film");

WHEREAS, the Museum owns copyrights in the Zapruder Film ("Copyrights");

WHEREAS, the Complaint stated that, among other things, the Forum published a book written by its attorney, Mark L. Javitch, entitled *SCAM: The Zapruder Copyright*, published by or on behalf of the Forum on or about May 6, 2025, including all current or previous editions, printings, and formats thereof in existence as of the Effective Date ("Book") and operates the websites ZapruderFilm.com and ZapruderShrugged.com (collectively, the "Websites");

WHEREAS, the Museum has previously granted the Forum on Open Access to Public Records Inc. ("FPR"), which is an entity represented by Mark L. Javitch, the same counsel representing FGR in the Lawsuit, a license covering the scope of the FPR's use of the Museum's copyright in frame 188 of the Zapruder Film. *See* p. 10 of Doc. 27 filed on January 9, 2025, in the lawsuit filed by Forum Public ("2025 *Gratis* Grant of Non-Exclusive License");

WHEREAS, the Museum filed a Motion to Dismiss and Brief in Support (Docs. 18, 19) in the Lawsuit on September 4, 2025, seeking dismissal with prejudice under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) on the grounds, *inter alia*, that FGR lacked standing, had failed to present an actual controversy, and had failed to state a claim upon which relief could be granted;

WHEREAS, on August 5, 2026, the United States District Court for the Northern District of Texas, Dallas Division, issued a Memorandum Opinion and Order (Doc. 32) in the Lawsuit, dismissing with prejudice the FGR's sixth cause of action (Copyright Invalidity, Unenforceability, and Non-Infringement for Merger of Idea and Expression) against the Museum, and dismissing without prejudice the first (Copyright Invalidity, Unenforceability, and Non-Infringement for Lack of Originality), third (Copyright Invalidity, Unenforceability, and Non-Infringement for Fraud on the Copyright Office), fifth (Copyright Invalidity, Unenforceability, and Non-Infringement based on the Museum Never Obtained the Copyright), and seventh (Copyright Invalidity, Unenforceability, and Non-Infringement for Copyright to Suppress Facts) causes of action against the Museum;

WHEREAS, on August 19, 2026, the FGR filed a First Amended Complaint (Doc. 37) ("FAC") in the Lawsuit, asserting eight causes of action seeking declaratory judgments of: (1) Non-Infringement, Waiver of Frames 207-212 (Against the Museum); (2) Copyright Invalidity, Fraud on the Copyright Office (Against the Museum); (3) Non-Infringement, Waiver and Abandonment of the Entire Copyright (Against the Museum); (4) Non-Infringement, The Museum Never Obtained the Registrations Covering the Published Frames (Against the Museum); (5) Expiration and Public Domain for Failure to Timely Renew (Against the Museum); (6) Non-Infringement based on the Museum's Copyright Does Not Reach the Frames in the Book (Against the Museum); (7) Fair Use—and an eighth cause of action against NARA under the Freedom of Information Act (Against the Museum); and (8) Violation of FOIA, Failure to Affirmatively Disclose Frequently Requested Records (Against NARA);

WHEREAS, the FGR's FAC sought, among other things, a declaration that the Book does not infringe the Museum's Copyrights (*See* FAC, Request for Relief ¶ G) and that the Museum's Copyrights are invalid or unenforceable (*See* FAC, Request for Relief ¶¶ A-F);

WHEREAS, on October 5, 2026, the Museum filed a Motion to Dismiss, Brief in Support, and Appendix (Docs. 47, 48, 49) in the Lawsuit, seeking dismissal of the FAC with prejudice;

WHEREAS, on October 27, 2026, FGR filed a Response, Brief in Support, and Appendix (Docs. 58, 59, 60). The Appendix included a Declaration of Andrew Boehm indicating that FGR: continues to engage in certain activities, has engaged in new activities, including publishing a book on October 23, 2026, which was almost three weeks after the Museum filed its Motion to Dismiss the FAC; and intends to engage in future activities; and

WHEREAS, on November 4, 2026, FGR provided a proposed additional pleading to amend and / or supplement the FAC; and

WHEREAS, the Museum executes this New Covenant in the interest of resolving the Lawsuit and solely to avoid the expense of continuing the Lawsuit.

NOW, THEREFORE, the Museum hereby covenants as follows:

NEW COVENANT

1. The Museum, on behalf of itself and any related or affiliated entity, licensee, or assign and any person or entity claiming to be in privity of contract with the Museum; and any predecessor, successor, director, officer, employee, agent, distributor, attorney, or representative of any of them, hereby unconditionally and irrevocably covenants to refrain from making any claim or demand, or from commencing, causing, or permitting to be prosecuted any action in law or equity (collectively, "Claim") for infringement of the Museum's Copyrights in the Zapruder Film, regardless of whether said Claim for copyright infringement accrues before, on, or after the Effective Date, against: (1) FPR and FGR; and (2) any predecessor, successor, director, officer, employee, agent, distributor, attorney, partner, member, shareholder or representative of either FPR or FGR, and any agent, vendee, assign, independent contract manufacturer, or person or entity claiming to be in privity of contract with either FPR or FGR. The individuals and entities identified in (1) and (2) are collectively referred to as "Covered Parties."

2. The Museum intends to be legally bound by this New Covenant without requiring the assent, acceptance, or any performance obligation on the part of any of the Covered Entities. For the avoidance of doubt, the Museum unconditionally and irrevocably covenants to refrain from making any claim or demand against the Covered Entities on account of any possible cause of action based on or involving copyright infringement relating to the Museum's Copyrights in the Zapruder Film, regardless of whether such occurs before or after the Effective Date of this Covenant.

3. The Museum expressly states that this Covenant is not, and should not be construed to be, an admission by the Museum as to any allegations in the Lawsuit, including the Complaint, FAC, any other pleadings filed by FGR, or any admission concerning the Museum's Copyrights in the Zapruder Film, which shall remain valid and enforceable against any person or entity not covered by this Covenant.

4. The Museum further hereby withdraws any objection from the Museum to any request to NARA from FPR or from FGR to obtain from NARA a single copy of any materials relating to the Zapruder Film to which the Museum holds a copyright, and which are in the possession of NARA.

5. The term of this New Covenant shall extend through the life of the Museum's Copyrights in the Zapruder Film and any extensions thereof.

IN WITNESS THEREOF, the Museum has, by and through its authorized representative, executed this Covenant as of the Effective Date.

DALLAS COUNTY HISTORICAL FOUNDATION,
d/b/a THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA

Nicola Longford

By: Nicola Longford, Chief Executive Officer
Date: 11/06/2026