

①

MEMORANDUM OF AGREEMENT made this 7th day of October, 1968, between William Bradford Huie ("Author") and Cowles Communications, Inc. ("Cowles"). The parties hereto hereby agree as follows:

1. Author has prepared and submitted to Cowles two magazine articles, approximately 8,000 words each, dealing with the life of James Earl Ray ("Ray") for the period starting shortly before his escape from a Missouri prison in 1967, up to and including the time that Ray arrived in Selma, Alabama (about March 22, 1968), several weeks prior to the assassination of Dr. Martin Luther King. Author warrants that the articles are based on original research by him, including interviews of Ray's attorney, Arthur L. Hanes, Sr., exchanges of questions and answers between Author and Ray submitted to Ray through his attorney, and certain diagrams and letters written and prepared by Ray, the publication of which Ray and his attorney have authorized and consented to. (Articles and research material described above shall be collectively referred to as the "preliminary articles.")

2. Author covenants and warrants that he owns exclusive newspaper, magazine and periodical rights in the preliminary articles, and that he has the right to, and does hereby, grant to Cowles, upon the terms and with the protection hereinafter provided:

A. exclusive first publication rights therein in the English language for the United States (including its possessions and territories), Puerto Rico and the Dominion of Canada. This includes the right to publish the preliminary articles in LOOK Magazine and to distribute those issues of LOOK Magazine,

in which said articles appear, to all other countries and territories to which LOOK Magazine is regularly distributed; and

B. exclusive first serial (i.e., prior to book publication) English language and foreign translation rights therein for all foreign newspapers, magazines and periodicals (i.e., other than the United States, its possessions and territories, Puerto Rico and the Dominion of Canada), published throughout the world (subject only to the first publication rights granted herein to Cowles). Said exclusive first serial rights shall respectively extend from the date of the execution of this agreement up to and including February 26, 1969, or until the actual date of publication of the preliminary articles in book form in each such foreign country under the imprint of a book publisher located therein, whichever is the later date. Cowles shall use its best efforts to syndicate the preliminary articles to newspapers, magazines and periodicals throughout the world.

3. For the rights granted in paragraphs 2A and 2B, Cowles will pay Author the sum of \$25,000, the receipt of which he hereby acknowledges. Additionally, Cowles will pay Author 40 percent of the gross proceeds derived by it from the sale to others of the rights granted in paragraph 2B.

4. Cowles will publish the preliminary articles in the November 12th and November 26th issues of LOOK Magazine respectively. Each article will carry a copyright line in the name of the Author, and Cowles shall require all newspapers, magazines and periodicals purchasing any rights in the preliminary articles to publish the same copyright notice.

5. Author is currently preparing a manuscript which will detail the activities of Ray immediately following his March, 1968, arrival in Selma, Alabama, how, why and by whom Dr. Martin Luther King was assassinated, Ray's part in it, and his ultimate capture. Author will deliver the manuscript to the Editor of LOOK Magazine as promptly as possible after the conclusion of Ray's trail for the murder of Dr. Martin Luther King.

6. Author covenants and warrants that he owns exclusive first newspaper, magazine and periodical publication rights in the manuscript and that he has the right to, and does hereby, grant to Cowles an exclusive option in an excerpt of not more than any 25,000 words therein as may be selected by the editors of LOOK Magazine, (the "final article"), upon the terms and with the protection hereinafter provided:

A. exclusive first publication rights to the final article in the English language for the United States (including its possessions and territories and Puerto Rico) and the Dominion of Canada. This includes the right to publish the final article in LOOK Magazine and to distribute those issues of LOOK Magazine in which the final article appears to all other countries and territories where LOOK Magazine is regularly distributed; and

B. exclusive first serial (i.e., prior to book publication) English language and foreign translation rights to the final article for all foreign newspapers, magazines and periodicals (i.e., other than the United States, its possessions and territories,

Puerto Rico and the Dominion of Canada), published throughout the world (subject only to the first publication rights in LOOK Magazine granted herein to Cowles). Said exclusive first serial rights shall respectively extend for a period of three months from the receipt by Cowles of the manuscript or until the actual date of publication of the manuscript in book form in each such foreign country under the imprint of a book publisher located therein, whichever is the later date. Cowles shall use its best efforts to syndicate the preliminary articles to newspapers, magazines and periodicals throughout the world.

7. Cowles shall have thirty days from its receipt of the manuscript to notify Author whether or not it shall exercise the option provided for in paragraph 6. Such notice shall be in writing addressed to Author's agent, and its timeliness shall be judged in accordance with the date of its postmark.

8. In consideration for the exclusive option granted in paragraph 6, Cowles will pay Author the sum of \$5,000, the receipt of which Author hereby acknowledges. Should Cowles exercise the option granted herein, then for the rights described in paragraphs 6A and 6B, it will pay Author the total sum of \$50,000 against which the \$5,000 option payment shall be credited. Additionally, Cowles will pay Author 40 percent of the gross proceeds derived by it from the sale to others of the rights granted in paragraph 6B. ✓  
✓  
✓

9. Cowles will publish the final article in LOOK Magazine as soon as it reasonably can after receipt of the manuscript. The Editor of LOOK, in his sole discretion, may determine

to publish the final article in one or more installments, the latter to run consecutively. The Editor of LOOK will consult with Author concerning the selection of the material from the manuscript to be used in the final article. However, the former's judgment shall be final as to any editorial questions that may arise, including, but not limited to, content, titles, subtitles, captions and sell lines.

10. Any publication of the final article in LOOK Magazine will carry a copyright line in the name of the Author, and Cowles shall require all newspapers, magazines and periodicals purchasing any rights in the final article to publish the same copyright notice.

11. Author agrees that until a completion of the exercise of United States and foreign publication rights hereunder, or March 1, 1969, whichever is the earlier date, he will not reveal any of the details of the manuscript, preliminary or final articles, to any person, firm or corporation, including any local, state or Federal Government official. Moreover, he agrees, that during said period, he will not make any television or radio appearances, nor grant interviews to any member of the press or other media wherein he reveals any of the details of the manuscript, preliminary or final articles without the prior approval of the Editor of LOOK Magazine.

12. Cowles and its licensees hereunder shall have the unrestricted right at any and all times to advertise and generally promote any articles published pursuant to this agreement, both in advance of, and simultaneously with, such publication in any way they shall desire to best present such material, and to

use in connection with such advertising and promotion, and in connection with the offering of foreign publication rights in the articles hereunder, Author's name and/or by-line and picture, as well as extracts or selections from said articles. Additionally, Author agrees to make himself reasonably available to the Promotion Department of LOOK Magazine, both before and during the on-sale period of any articles hereunder, for interviews, and television and radio appearances to promote said articles.

13. Cowles will account to Author quarterly, commencing March 1, 1969, for any sales made pursuant to paragraphs 2B and 6B. Upon written request, but not more than twice annually, during normal business hours, Author shall have access to the books and records of Cowles relating to any transactions under paragraphs 2B and 6B.

14. All payments and notices due Author hereunder shall be made to him in care of his agent, Ned Brown, Inc., 315 South Beverley Drive, Beverley Hills, California.

15. The rights of the parties hereunder shall be interpreted according to the laws of the State of New York.

16. This agreement may not be changed, modified or amended without the consent of both parties in writing. Any

failure to so change, modify or amend this agreement shall not constitute a waiver of this provision with respect to any subsequent changes, modifications or amendments.

COWLES COMMUNICATIONS, INC.

By John J. Harvey

ATTEST:

Francis J. Barry  
ASST. Secretary

William Bradford Huie  
William Bradford Huie