

MEMORANDUM OF AGREEMENT, made in the City of New York, this 26th day of September, Nineteen hundred and thirty, between CAPTAIN SIR HUBERT WILLIAMS, hereinafter called "Explorer," party of the first part, and HARST ENTERPRISES INCORPORATED, a corporation organized under the laws of the State of New York, hereinafter called "Company", party of the second part.

WHEREAS, the Explorer proposes, in the interest of science and exploration, to personally lead and conduct an expedition into the Arctic regions, by means of a submarine, and

WHEREAS, the Explorer desires to sell to the Company, and the Company desires to buy from the Explorer, the world rights to all news and still pictures resulting from such expedition, for the price and upon the covenants and conditions hereinafter stated,

NOW, THEREFORE, this agreement

W I T N E S S E T H :

FIRST: On or before May 1, 1931, the Explorer will personally lead and conduct an expedition into the Arctic regions, by means of a submarine. For convenient reference, the proposed expedition is divided into the following stages:

First stage: From some point in the United States on the Atlantic seaboard, via the Azores, to London, England.

Second stage: London to Spitzbergen.

Third stage: Spitzbergen, across the North Pole, to Nome or Umanak.

Fourth and final stage: Nome or Umanak to New York, via Seattle, San Francisco, Los Angeles and Panama.

SECOND: The Explorer warrants and represents that he has secured from the United States Government the Submarine O-12 for the proposed expedition and that such submarine is, or will be, adequately equipped with wireless apparatus for the transmission of the news by this agreement contemplated, as hereinafter stated.

THIRD: The name "Hearst" shall not be included in the official title or designation of the expedition, without the Company's written consent; but the Company, at its option, exercisable at any time before the consummation of the expedition, may require the name "Hearst" to be so included.

FOURTH: During the period beginning with the date hereof and terminating with the commencement of trial trips (these, it is anticipated, will commence about January 1, 1931), the Explorer will furnish to the Company, through such agency or facility as the Company may designate, daily articles, for publication in such form as the Company may desire, adequately describing the preparation for the expedition, its aims and purposes, equipment and personnel and such other matters as may be incidental or relevant.

FIFTH: During the period beginning with the first trial trip and terminating with the commencement of the first stage of the expedition, the Explorer will deliver to the Company, through such agency or facility as the Company may designate, for publication in such form as the Company may desire, at least five signed articles (two of these shall be signed by the Explorer and the remainder by other scientists, members of the expedition), each containing at least twenty five hundred (2500) words, or more, if necessary, to adequately describe the proposed expedition from the standpoints of scientist and layman.

SIXTH: During each stage of the expedition the Explorer will transmit to the Company each day, by radio or cable, an article of not less than one thousand (1000) words, or more, if necessary, to adequately describe and narrate events, experiences, findings and conclusions from the standpoints of scientist and layman.

SEVENTH: During the period of four weeks next ensuing the consummation or other termination of the expedition, the Explorer will deliver to the Company, for publication in such form as the Company may desire, at least five signed articles (two of these to be signed by the Explorer and the remainder by other scientists, members of the expedition), each of not less than twenty five hundred (2500) words, or more, if necessary, to adequately describe and narrate events, experiences, findings and conclusions from the standpoints of scientist and layman.

EIGHTH: All still pictures taken during the expedition shall be forwarded by the Explorer to the Company, through such agency or facility as it may designate, with the utmost despatch.

NINTH: All articles and still pictures to be furnished hereunder, as aforesaid, shall be the sole and exclusive property of the Company, which may protect the same against infringement, by copyright or otherwise.

TENTH: During the period beginning with the date hereof and continuing until four weeks next ensuing the conclusion or other termination of the expedition, the Explorer will not write for any other person, firm or corporation any articles relevant to or concerning the said expedition, without first obtaining, in each instance, the Company's written consent; nor will the Explorer during such period, without like consent, grant to any other person, firm or corporation any interviews relative to or concerning the said expedition; nor will the Explorer during such period, without like consent, broadcast for any other person, firm or corporation any matter relevant to or concerning the said expedition.

ELEVENTH: The Explorer further covenants that he will bind each member of the proposed expedition, with appropriate written contracts, under which each such member will expressly covenant not to broadcast any matter, grant interviews, and/or write articles relevant to or concerning the said expedition, for any other person, firm or corporation, during the period commencing with the employment of

such member and continuing until the expiration of four weeks immediately following the consummation or other termination of the expedition, without first obtaining, in each instance, the Company's written consent.

**TWELFTH:** The Explorer further covenants that during the period of two years next ensuing the completion or other termination of the expedition, such articles or other writings concerning any completed or contemplated expedition or project of public interest as he may wish to publish, will first be offered to the Company or to any other corporation owned or controlled, directly or indirectly, by Mr. William Randolph Hearst, upon terms as favorable and at a price as low as the Explorer may be willing to accept from others; if such articles or writings be not accepted within thirty days from the date of such offer, the Explorer may then dispose of them elsewhere. This covenant, however, shall not apply to such book as the Explorer may desire to publish.

**THIRTEENTH:** Should the Explorer within two years next ensuing the completion or other termination of the said expedition undertake any other expedition or project of public interest, the world news and still picture rights thereof will first be offered to the Company or to any other corporation owned or controlled, directly or indirectly by Mr. William Randolph Hearst, upon terms as favorable and at a price as low as the Explorer may be willing to accept from others; if such offer be not accepted within thirty days from the making thereof, the Explorer may then dispose of such news and picture rights elsewhere.

FOURTEENTH: For the world rights to all news and all still pictures resulting from the expedition, as hereinabove set forth, and in consideration of the covenants in this agreement contained on the part of the Explorer and/or on the part of his associates to be kept and/or performed, the Company agrees to pay to the Explorer, and he agrees to accept from the Company, in full satisfaction, the total sum of One Hundred and Fifty Thousand Dollars (\$150,000.00), payable in installments as follows:

Twenty Five Thousand Dollars (\$25,000.00) upon the execution and delivery of this agreement, or, at the Company's option, on or before October 1, 1930;

Twenty Five Thousand Dollars (\$25,000.00) between January 1 and February 1, 1931, in a lump sum or in such partial payments as the Explorer may acquire;

Twenty Five Thousand Dollars (\$25,000.00) upon the commencement of the first stage of the expedition;

Twenty Five Thousand Dollars (\$25,000.00) upon the commencement of the third stage of the expedition;

Fifty Thousand Dollars (\$50,000.00) upon the conclusion of the third stage of the expedition.

FIFTEENTH: The proposed expedition is in no way under the control of or subject to the direction of the Company, and, except as herein expressly stated, the Company has no interest in such expedition. Nothing herein contained shall be construed as an assumption or imposition of liability by or upon the Company for any act, done or omitted, during the expedition and/or during the period of preparation thereof, resulting in loss and/or

damage to anyone. The relation between the parties hereto is strictly that of sale and purchase, the sole purpose of this agreement being the sale from the Explorer to the Company and the purchase by the Company from the Explorer of the exclusive world rights to all news and all still pictures to be furnished, communicated and delivered, as herein above set forth.

SIXTH: Each covenant herein contained is of the essence of this agreement.

SEVENTH: This agreement shall be construed and interpreted according to and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Explorer has hereunder set his hand and seal, and the Company has caused this agreement to be executed by its duly authorized officer and its corporate seal to be hereunder affixed, the day and year first above written.

(signed) Robert Wilkins (I.S.)

HEARST ENTERPRISES INCORPORATED,

By (signed) T. V. Banck