<u>Exhibit B</u>

Engagement Letter

EXECUTION COPY

J.P. MORGAN SECURITIES LLC 383 Madison Avenue New York, NY 10179	DEUTSCHE BANK SECURITIES INC. 60 Wall Street New York, New York 10005	CREDIT SUISSE SECURITIES (USA) LLC Eleven Madison Avenue New York, NY 10010

October 30, 2010

American Media, Inc. ("AMI")
American Media Operations, Inc. (the "Company")
Each of the Subsidiaries of American Media Operations, Inc.
Listed on the Signature Pages Hereto
1000 American Media Way
Boca Raton, Florida 22464
Attention: Chris Polimeni

Attention:

Ladies and Gentlemen:

You have advised J.P. Morgan Securities LLC ("J.P. Morgan"), Deutsche Bank Securities Inc. ("DBSI") and Credit Suisse Securities (USA) LLC ("CS" and together with J.P. Morgan and DBSI, the "Investment Banks") that you intend to undertake a restructuring of your current capital structure (the "Restructuring"). The Restructuring shall be implemented pursuant to a prepackaged plan of reorganization (the "Prepackaged Plan") that is filed in voluntary cases (the "Bankruptcy Cases") commenced under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") concerning AMI and its subsidiaries.

You have further advised us that, in connection therewith (a) you or one of your subsidiaries or affiliates (collectively, the "Issuer") will obtain a senior secured first lien "first-out" revolving credit facility, in an aggregate principal amount of up to $40,000,000 (the "Revolving Facility"), (b) the Issuer will issue first lien "second-out" senior secured notes in an aggregate principal amount of up to $385,000,000 (the "First Lien Notes") and (c) the Issuer will issue second lien senior secured notes in an amount not to exceed $140,000,000 (the "Second Lien Notes") of which (i) approximately $25,000,000 may be issued to holders of the Company's 9% Senior PIK Notes due 2013 (the "PIK Notes") in exchange for the PIK Notes and (ii) at least $25,000,000 shall be distributed to holders of Allowed Term Facility Claims or to the Backstop Parties (as such terms are defined in the Prepackaged Plan) pursuant to the Prepackaged Plan. The Restructuring, the entering into and initial borrowing under the Revolving Facility and the issuance of the First Lien Notes and the Second Lien Notes, and the payment of related fees and expenses are referred to herein as the "Transactions".

Accordingly, the parties hereto agree as follows:

1. Engagement of the Investment Banks. In connection with the Restructuring (the "Transaction Financing"), you hereby engage J.P. Morgan to be the sole lead bookrunning manager, DBSI and CS to be co-managers and the Investment Banks as underwriters, placement agents or initial purchasers (with J.P. Morgan's name appearing on the left-hand side of any prospectus, offering memorandum, private placement memorandum or similar document) (in each case, a "Titled Capacity")

in respect of any offering by the Issuer of the First Lien Notes and Second Lien Notes or other debt securities (excluding, for the avoidance of doubt, the making of any loans customarily referred to as commercial bank financing) constituting a Transaction Financing issued in lieu of the First Lien Notes or Second Lien Notes (any such securities, the "Securities"; and any such offering, an "Offering"), which issuer shall be a newly formed wholly-owned bankruptcy remote subsidiary of the Company or AMI (the "SPV Issuer"), and which shall issue up to $385,000,000 aggregate principal amount of first lien "second-out" high-yield debt securities and up to $140,000,000 aggregate principal amount of second lien high-yield debt securities, in each case having market terms comparable to similar offerings being made at the time, as shall be agreed between the Company and the Investment Banks (it being understood that the Investment Banks shall initially market the First Lien Notes and the Second Lien Notes with the terms set forth in the summary of terms attached hereto as Annex B (or on terms no less favorable to the Company than those set forth in Annex B)), the net proceeds of which will be deposited on the Issue Date (as defined in Annex C) along with certain other funds, into one or more escrow accounts to be released upon the satisfaction of certain conditions on the Release Date (as defined in Annex C) or in connection with a Special Mandatory Redemption (as defined in Annex C) in a manner consistent with the escrow term sheet attached hereto as Annex C (the "Proposed Financing"). Any additional co-manager or other title awarded in connection with the Proposed Financing or any other Offering shall be subject to the consent of the Investment Banks. Each Investment Bank reserves the right not to participate in any Offering, and the foregoing is not an agreement by any Investment Bank to underwrite, place or purchase any Securities or otherwise provide any financing. In connection with any Offering in which any Investment Bank elects to participate, the Issuer shall enter into a firm commitment underwriting agreement, placement agency agreement or purchase agreement, as applicable, with such Investment Bank, which agreement shall be consistent with this letter agreement, contain a covenant requiring cooperation with marketing and sales of any Securities held by such Investment Bank following the Closing Date and otherwise in a mutually acceptable form.

You agree to promptly commence the preparation of a Rule 144A Offering Memorandum relating to the Proposed Financing and that you will use reasonable efforts to provide to us the completed preliminary offering memorandum relating to the Proposed Financing as soon as practicable.

2. Matters Relating to Engagement. AMI and the Company acknowledge and agree that each Investment Bank has been engaged solely as an independent contractor to provide the services set forth herein. In rendering such services each Investment Bank will be acting solely pursuant to a contractual relationship on an arm's length basis with respect to the Proposed Financing (including in connection with determining the terms of the Proposed Financing) and not as a financial advisor or a fiduciary to AMI, the Company, any of its subsidiaries, the Issuer or any other person. Additionally, AMI and the Company acknowledge that no Investment Bank is advising AMI, the Company, the Issuer or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. AMI, the Company and the Issuer shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and no Investment Bank shall have any responsibility or liability to AMI, the Company or the Issuer with respect thereto. AMI and the Company further acknowledge and agree that any review by each Investment Bank of AMI, the Company, the Issuer, the Offering and the terms of the Securities and other matters relating thereto will be performed solely for the benefit of the Investment Banks and shall not be on behalf of AMI, the Company, the Issuer or any other person. Finally, AMI and the Company agree that each Investment Bank may perform the services contemplated hereby in conjunction with its affiliates, and that any affiliates of such Investment Bank performing services hereunder shall be entitled to the benefits and be subject to the terms of this letter agreement.

Following the funding of any of the Proposed Financing, each Investment Bank shall have the right to place advertisements in financial and other newspapers and journals at its own expense

describing its services to AMI, the Company and the Issuer in connection therewith. No Investment Bank shall, without its prior written consent, be quoted or referred to in any document, release or communication prepared, issued or transmitted by AMI, the Company or the Issuer (including any entity controlled by, or under common control with, AMI or the Company or any director, officer, employee or agent thereof), except in a manner permitted by Section 7(a) hereof.

AMI and the Company acknowledge that each Investment Bank is a securities firm engaged in securities trading and brokerage activities and providing investment banking and financial advisory services. In the ordinary course of business, each Investment Bank and its affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of AMI, the Company, the Issuer their affiliates or other entities that may be involved in the transactions contemplated hereby. Each Investment Bank recognizes its responsibility for compliance with federal securities law in connection with such activities.

In addition, each Investment Bank and its affiliates may from time to time perform various investment banking, commercial banking and financial advisory services for other clients and customers who may have conflicting interests with respect to AMI or the Company or the Proposed Financing. Each Investment Bank and its affiliates will not use confidential information obtained from AMI or the Company pursuant to this engagement or their other relationships with AMI and the Company in connection with the performance by each Investment Bank and its affiliates of services for other companies, and each Investment Bank and its affiliates will not furnish any such information to other companies. AMI and the Company also acknowledge that each Investment Bank and its affiliates have no obligation to use in connection with this engagement, or to furnish to AMI or the Company, confidential information obtained from other companies.

Furthermore, AMI and the Company acknowledge that each Investment Bank and its affiliates may have fiduciary or other relationships whereby each Investment Bank and its affiliates may exercise voting power over securities of various persons, which securities may from time to time include securities of AMI or the Company, potential purchasers of the Securities or others with interests in respect of the Proposed Financing. AMI and the Company acknowledge that each Investment Bank and its affiliates may exercise such powers and otherwise perform their functions in connection with such fiduciary or other relationships without regard to each Investment Bank's relationship to AMI or the Company hereunder.

3. Termination. This letter agreement may be terminated by each Investment Bank as to itself at any time upon ten days' prior written notice to you. This letter agreement may be terminated by you after the earlier of (a) the date the Securities constituting a Transaction Financing are issued (the "Closing Date"), (b) the date that all Securities expected to be issued in connection with the Restructuring have been issued and (c) the 95th day after the date of this letter if the Closing Date does not occur before then. Upon any termination of this letter agreement, the obligations of the parties hereunder shall terminate, except for their obligations under paragraphs 4, 5 and 7 below.

4. Indemnification. In consideration of the engagement hereunder, AMI, the Company and each of its subsidiaries party hereto agree, jointly and severally, (each an "Indemnifying Party") to the indemnification and contribution provisions set forth in Annex A hereto, which provisions are incorporated by reference herein and constitute a part hereof. The terms and provisions of Annex A shall survive any termination or expiration of this letter agreement; provided that upon the closing of such Offering, such terms and provisions shall, with respect to the Company and the Issuer, be superseded by the indemnification provisions of any purchase agreement entered into with the Investment Banks in respect of such Offering.

5. Fees and Expenses. (a) In any Offering of first lien debt securities (including the First Lien Notes) that is consummated prior to termination of this letter agreement and in which an Investment Bank acts in a Titled Capacity, you shall pay aggregate underwriters' or initial purchasers' discounts, or placement agency fees, as applicable, to the participating Investment Banks as set forth in the fee letter dated the date hereof and delivered herewith with respect to the Offerings (the "Engagement Fee Letter") on the terms and conditions set forth therein. In any Offering of second lien debt securities (including the Second Lien Notes) that is consummated prior to termination of this letter agreement and in which an Investment Bank acts in a Titled Capacity, you shall pay aggregate underwriters' or initial purchasers' discounts, or placement agency fees, as applicable, to the participating Investment Banks as set forth in the Engagement Fee Letter.

(b) In addition, AMI and the Company jointly and severally agree to reimburse the Investment Banks for all reasonable documented out-of-pocket costs and expenses as set forth in the Engagement Fee Letter.

6. Disclosure. In connection with its engagement hereunder, the Investment Banks shall assist you in preparing an offering memorandum, private placement memorandum or other document to be used in connection with each Offering in which the Investment Banks participate (the "Offering Document"). You shall furnish the Investment Banks with all financial and other information concerning the Company, AMI and the Issuer the financing thereof and related matters (the "Information") that is customarily included in any Offering Document for similar financings. You represent that (i) the Information, other than projections, taken as a whole, and the Offering Document will be complete and correct in all material respects and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) all historical financial data provided to the Investment Banks will be prepared in accordance with Regulation S-X (to the extent included in any offering memorandum, private placement memorandum or other similar document) and with generally accepted accounting principles and practices then in effect in the United States (or with appropriate reconciliation to such U.S. generally accepted accounting principles and practices if required by law or regulation or requested by J.P. Morgan) and will fairly present in all material respects the financial condition and operations of the Company and AMI and (iii) any projections, financial or otherwise, provided to the Investment Banks will be prepared in good faith with a reasonable basis for the assumptions and the conclusions reached therein and on a basis consistent with the Company's or AMI's, as applicable, historical financial data; it being understood that actual results may vary from such projections. You agree to notify the Investment Banks promptly of any material adverse change, or development that may lead to any material adverse change, in the business, properties, operations, financial condition or prospects of the Company and AMI or concerning any statement contained in any Offering Document or in any historical financial data provided to the Investment Banks which is not accurate or which is incomplete or misleading in any material respect. Each Investment Bank may rely, without independent verification, upon the accuracy and completeness of the Information and any Offering Document, and no Investment Bank assumes any responsibility therefor.

7. Confidentiality. (a) Any final arrangements, proposals or advice rendered by any Investment Bank pursuant to this letter agreement or the Engagement Fee Letter may not be disclosed in any manner without such Investment Bank's prior written approval and shall be treated as confidential. Notwithstanding the foregoing, nothing herein shall prevent AMI or the Company from disclosing such information (x) as required by applicable law, regulation or legal process, provided that you may disclose this Engagement Letter and the contents hereof (but not the Engagement Fee Letter or the contents thereof other than in order to obtain approval thereof from the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and in such case, the Engagement Fee Letter shall be filed and maintained under seal with the Bankruptcy Court pursuant to an order reasonably satisfactory to

the Investment Banks) as required pursuant to a bankruptcy proceeding, (y) to their affiliates, shareholders, directors, officers and employees and representatives of their legal, accounting and financial advisors or (z) in any prospectus or offering memorandum relating to the Securities to the extent required by law to be so disclosed or in connection with any public filing requirement.

(b) As used herein, "Information" shall mean any and all information (whether written or oral) that AMI and/or the Company may furnish to the Investment Banks, their respective affiliates and their respective officers, directors, employees, agents and controlling persons (collectively, the "Receiving Parties") in connection with the engagement of the Investment Banks hereunder. Notwithstanding the foregoing "Information" does not, with respect to any Receiving Party, include any information which is or becomes (i) publicly available other than as a result of a disclosure by such Receiving Party in violation of this provision, (ii) available to such Receiving Party from a source (other than AMI or the Company) which is not known to such Receiving Party to be prohibited from disclosing such Information to the Receiving Parties by a legal, contractual or fiduciary obligation to AMI and/or the Company, (iii) was independently developed by such Receiving Party or its Representatives (as defined below), (iv) was in such Receiving Party's possession or the possession of any of its Representatives prior to its disclosure by AMI or the Company in connection with the engagement of the Investment Banks hereunder and is not subject to confidentiality restrictions or (v) is contained in any marketing or disclosure document approved by AMI or the Company for use in connection with the engagement of the Investment Banks hereunder or the transactions contemplated hereby or otherwise approved by the Company for use in connection with the engagement of the Investment Banks hereunder or the transactions contemplated hereby. Each of the Receiving Parties shall keep the Information confidential and will not, without AMI's prior written consent, (i) disclose any Information in any manner whatsoever or (ii) use any Information other than in connection with the transactions contemplated hereby; provided that nothing herein shall prevent a Receiving Party from disclosing any such Information (i) to purchasers or prospective purchasers of the Securities in connection with the Offering, (ii) to any rating agency, (iii) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, (iv) upon the request or demand of any regulatory authority having jurisdiction over a Receiving Party or any of its affiliates, or (v) to a Receiving Party 's affiliates and its and their respective employees, legal counsel, independent auditors and other experts or agents who need to know such information in connection with the Offering (such legal counsel, independent auditors and other experts or agents, collectively, the "Representatives") or any other services provided by J.P. Morgan or its affiliates to Company and its affiliates. Each Investment Bank accepts responsibility for compliance by its Representatives with the provisions of this paragraph. At any time upon the written request of AMI or the Company, each Investment Bank shall, at its own cost and expense, either (i) destroy all written copies of the Information in the Receiving Parties' possession and confirm such destruction to AMI in writing, or (ii) deliver to AMI all written copies of the Information in the Receiving Parties' possession, in each case, other than as required by law or regulation or each Investment Bank's internal document retention policies; provided that it shall not be deemed to be a breach of this letter agreement if copies of the Information are maintained in electronic back up or similar storage systems that are not readily accessible. This undertaking by each Investment Bank shall automatically terminate two (2) years following the date hereof. Nothing in this letter agreement precludes any Receiving Party from using or disclosing any Information in connection with any suit, action or proceeding for the purpose of defending itself, reducing its liability or protecting or exercising any of its rights, remedies or interests.

(c) The provisions contained in this paragraph 7 shall remain in full force and effect notwithstanding the termination of this letter agreement.

8. Governing Law and Submission to Jurisdiction. This letter agreement and any claim, controversy or dispute arising under or related to this letter agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. EACH PARTY

HERETO IRREVOCABLY AGREES TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS LETTER AGREEMENT OR THE PERFORMANCE OF SERVICES HEREUNDER.

You irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court sitting in the County and City of New York or the Bankruptcy Court over any suit, action or proceeding arising out of or relating to this letter agreement. Service of any process, summons, notice or document by registered mail addressed to you shall be effective service of process against such person for any suit, action or proceeding brought in any such court. You irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you are or may be subject, by suit upon judgment. You further agree that nothing herein shall effect each Investment Bank's right to effect service of process in any other manner permitted by law or bring a suit, action or proceeding (including a proceeding for enforcement of a judgment) in any other court or jurisdiction in accordance with applicable law.

9. Miscellaneous. This letter agreement and the Engagement Fee Letter contain the entire agreement between the parties relating to the subject matter hereof and supersede all oral statements and prior writings with respect thereto. Section headings herein are for convenience only and are not a part of this letter agreement. This letter agreement is solely for the benefit of AMI, the Company, and each Investment Bank, and no other person (except for indemnified persons to the extent set forth in Annex A hereto) shall acquire or have any rights under or by virtue of this letter agreement. This letter agreement may not be assigned by the Company or AMI without each Investment Bank's prior written consent or by any Investment Bank without the prior written consent of AMI and the Company. None of the parties hereto shall be responsible or have any liability to any other party for any indirect, special or consequential damages arising out of or in connection with this letter agreement or the transactions contemplated hereby, even if advised of the possibility thereof.

This letter agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Such counterparts may be delivered by facsimile or ".pdf" file and shall have the same effect as an original.

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning to J.P. Morgan the enclosed duplicate originals hereof, whereupon this letter shall become a binding agreement between you and us.

Very truly yours,

J.P. MORGAN SECURITIES LLC

By:
Name: Richard P. Gabriel
Title: Managing Director

[Signature Page Engagement Letter]

DEUTSCHE BANK SECURITIES INC.

By: ____________________
Name: Stephanie Perry
Title: Managing Director

By: ____________________
Name: Alexandra Barth
Title: Managing Director

[Signature Page Engagement Letter]

CREDIT SUISSE SECURITIES (USA) LLC

By: Jeb Slowik
Name: Jeb Slowik
Title: Director

[Signature Page Engagement Letter]

Accepted and agreed to as of
the date first above written:

American Media Operations, Inc.
American Media, Inc.
American Media Consumer Entertainment, Inc.
American Media Consumer Magazine Group, Inc.
American Media Distribution & Marketing Group, Inc.
American Media Mini Mags, Inc.
American Media Newspaper Group, Inc.
American Media Property Group, Inc.
Country Music Media Group, Inc.
Distribution Services, Inc.
Globe Communications Corp.
Globe Editorial, Inc.
Mira! Editorial, Inc.
National Enquirer, Inc.
National Examiner, Inc.
Star Editorial, Inc.
Weider Publications, LLC

By: ______________________
Name: Christopher Polimeni
Title: Executive Vice President,
Chief Financial Officer and Treasurer

The Indemnifying Parties shall, jointly and severally, indemnify and hold harmless each Investment Bank, its affiliates and their respective officers, directors, employees, agents and controlling persons (each, including J.P. Morgan, an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with the transactions contemplated by the letter agreement to which this Annex A is attached (the "Agreement"), or any claim, litigation, investigation or proceedings relating to the foregoing ("Proceedings") regardless of whether any of such Indemnified Persons is a party thereto, and to reimburse such Indemnified Persons for any reasonable legal or other expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing, provided that the foregoing indemnification will not, as to any Indemnified Person, apply to (i) losses, claims, damages, liabilities or expenses to the extent that they are finally judicially determined to have resulted from the gross negligence, willful misconduct or bad faith of such Indemnified Person or (ii) losses, claims, damages, liabilities or expenses to the extent that they relate to economic losses suffered by such Indemnified Person in the capacity of such Indemnified Person as a creditor or investor of AMI or the Company. AMI and the Company also agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company or AMI for or in connection with the Agreement, any transactions contemplated thereby or such Indemnified Person's role or services in connection therewith, except to the extent that any liability for losses, claims, demands, damages, liabilities or expenses incurred by the Company or AMI are finally judicially determined to have resulted from the gross negligence, willful misconduct or bad faith of such Indemnified Person.

If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then AMI and the Company shall, jointly and severally, contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect not only the relative benefits received by AMI and the Company on the one hand and such Indemnified Person on the other hand but also the relative fault of AMI and the Company and such Indemnified Person, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits of the Offering to AMI and the Company on the one hand and all Indemnified Persons on the other hand shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by AMI and the Company or the Issuer pursuant to any sale of the Securities (whether or not consummated) bears to (ii) the fee paid or proposed to be paid to such Indemnified Person in connection with such sale. The indemnity, reimbursement and contribution obligations of AMI and the Company under these paragraphs shall be in addition to any liability which AMI and the Company may otherwise have to an Indemnified Person and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company or AMI and any Indemnified Person.

Promptly after receipt by an Indemnified Person of notice of the commencement of any Proceedings, such Indemnified Person will, if a claim is to be made hereunder against the Company or AMI in respect thereof, notify the Company in writing of the commencement thereof; provided that (i) the omission so to notify the Company will not relieve it from any liability which it may have hereunder except to the extent it has been materially prejudiced by such failure and (ii) the omission so to notify the Company will not relieve the Company or AMI from any liability which they may have to an Indemnified Person otherwise than on account of this indemnity agreement. In case any such Proceedings are brought against any Indemnified Person and it notifies the Company of the commencement thereof, AMI and the Company will be entitled to participate therein and, to the extent that it may elect by written notice delivered to the Indemnified Person, to assume the defense thereof with counsel reasonably satisfactory to such Indemnified Person; provided that if the defendants in any such Proceedings include both the Indemnified Person and the Company or AMI and the Indemnified Person shall have concluded, based on

the advice of counsel, that there may be legal defenses available to it which are different from or additional to those available to the Company or AMI, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Indemnified Person. Upon receipt of notice from the Company to such Indemnified Person of its election so to assume the defense of such Proceedings and approval by the Indemnified Person of counsel, AMI and the Company will not be liable to such Indemnified Person for expenses incurred by the Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Indemnified Person shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Company or AMI shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel), approved by J.P. Morgan, representing the Indemnified Persons who are parties to such Proceedings), (ii) the Company or AMI shall not have employed counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person within a reasonable time after notice of commencement of the Proceedings or (iii) the Company has authorized in writing the employment of counsel for the Indemnified Person.

AMI and the Company shall not be liable for any settlement of any Proceedings effected without their written consent (which consent shall not be unreasonably withheld), but if settled with their written consent or if there be a final judgment for the plaintiff in any such Proceedings, AMI and the Company agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the provisions of this Annex A. Neither AMI nor the Company shall, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless (x) such settlement includes an unconditional release of such Indemnified Person and its affiliates in form and substance satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person or its affiliates.

Capitalized terms used but not defined in this Annex A have the meanings assigned to such terms in the Agreement.

Annex B

Terms	First Lien Notes	Second Lien Notes
Issuer:	Prior to the Release Date, the obligor of the First Lien Notes will be the SPV Issuer, and after the Release Date, the primary obligor on the First Lien Notes will be the Company	Same as First Lien Notes
Distribution:	144A with registration rights	144A with registration rights
Issue:	1st Lien "second-out" Senior Secured Notes	2nd Lien Senior Secured Notes
Amount:	$385 million	$140 million
Maturity:	7 years (non-call 3 years)	7.5 years (non-call 3 years)
Pricing:	11.0% at par	12.5% at par
Security:	First lien on all current and future assets and stocks for the Issuer and its subsidiaries (subject to customary S-X 3-16 carveout)	Second lien on all current and future assets and stocks for the Issuer and its subsidiaries (subject to customary S-X 3-16 carveout)
Guarantees:	Guaranteed by all current and future material domestic subsidiaries	Same as First Lien Notes
Optional Redemption:	• Non call 3 years with make-whole at T + 50 bps • Callable at end of 3 years at par + 75% coupon and thereafter, callable at premiums declining per annum to par (2 years prior to maturity) • For first 3 years, issuer can redeem 10% per annum at 103% of par plus accrued interest	• Non call 3 years with make-whole at T + 50 bps • Callable at end of 3 years at par + 75% coupon and thereafter, callable at premiums declining per annum to par (2 years prior to maturity)
Mandatory Redemption:	"Change of Control" requiring an offer to purchase the notes at 101% of par plus accrued interest	Same as First Lien Notes
Financial Covenants	None	Same as First Lien Notes
Covenants:	Customary for transactions of this type, including:	Generally, same as First Lien Notes but with carve-outs and basket sizes increased by approximately 10%

Terms	First Lien Notes	Second Lien Notes
	• Limitations on indebtedness ▪ $40mm Revolving Facility ▪ Incurrence test of total leverage (net of up to $20mm of cash) of 4.50x ▪ General debt basket of $25mm ▪ Carve-out for additional debt assumed in connection with an acquisition if pro forma total leverage and first lien leverage is no more than prior to transaction	
	• Limitations on restricted payments ▪ RP builder of EBITDA – 1.4x Interest – Can only use cumulative credit if first lien leverage (net of up to $20mm of cash) is ≤ 3.00x ▪ General RP basket of $15mm ▪ Unlimited permitted acquisitions	
	• Limitations on liens ▪ Incurrence test of first lien leverage (net of up to $20mm of cash) of 3.00x ▪ $5mm of general first lien debt ▪ Ability to issue junior lien debt up to total incurrence test	
	• Limitations on merger, consolidation or sale of all or substantially all assets	
	• Limitations on transactions with affiliates	
	• Limitations on asset sales	

Escrow of Proceeds

The cash proceeds to the SPV Issuer of the First Lien Notes Offering and the Second Lien Notes Offering (the "Gross Proceeds") will be placed in escrow until the Release Date or a Special Mandatory Redemption. The terms of the escrow will be set forth in an escrow agreement, pursuant to which the SPV Issuer will deposit with an escrow agent on the issue date (the "Issue Date") of the First Lien Notes and the Second Lien Notes (collectively, the "Notes"), the Gross Proceeds, and the Company will deposit on the Issue Date sufficient cash or cash equivalents, in an amount sufficient to redeem, for cash, the Notes at a redemption price equal to the sum of 100% of their issue price together with interest on the Notes from the Issue Date up to but not including the date of the Special Mandatory Redemption described below (collectively, the "Escrow Proceeds"). Notwithstanding anything herein to the contrary, the occurrence of the Issue Date and the issuance of the Notes shall be conditioned on the Bankruptcy Court having entered an order or orders, in form and substance reasonably satisfactory to the Investment Banks, approving the issuance of the Notes and the terms of the Escrow Agreement and declaring that the Escrow Proceeds shall not at any time prior to the Release Date constitute property of the Debtors' bankruptcy estate. The escrow agent will grant the trustees for the holders of each series of Notes, for the benefit of the holders of the Notes, a first priority security interest in the applicable escrow account and all deposits therein to secure the Special Mandatory Redemption.

Prior to release of Escrow Proceeds (either on the Release Date or in connection with the Special Mandatory Redemption), the Notes will be secured only by a pledge of the Escrow Proceeds.

Release Conditions

The SPV Issuer will only be entitled to direct the escrow agent to release to it the Escrow Proceeds upon satisfaction of the following conditions, which shall be certified in writing by the SPV Issuer in an officers' certificate contemporaneously with the release of the Escrow Proceeds on or prior to the Escrow End Date (such date, the "Release Date"):

(1) issuance by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") of a final order that has not been stayed pending appeal confirming the Prepackaged Plan and, other than release of Escrow Proceeds and other conditions to be satisfied substantially simultaneously with release of Escrow Proceeds, satisfaction of all conditions precedent to effectiveness of such Prepackaged Plan;

(2) the execution, delivery and assumption of registration rights, security documents and intercreditor agreements providing a first priority security interest in favor of the First Lien Notes and a second priority security interest in favor of the Second Lien Notes, in each case, subject to "Permitted Liens";

(3) no default or event of default shall have occurred and be continuing under the indentures governing the Notes;

(4) substantially simultaneously with the release of Escrow Proceeds, the respective parties shall have executed and delivered documents relating to the Revolving Facility, and the conditions to effectiveness thereunder shall have been satisfied or waived by the parties thereto, and funds shall have been borrowed or received or available to be borrowed pursuant to the terms contained therein;

(5) the Company and its subsidiaries shall have no other debt for borrowed money other than (a) to the extent not exchanged for Second Lien Notes, the 9% PIK Notes, as amended,

modified, refinanced or exchanged with senior unsecured or senior subordinated debt, and (b) up to $2 million of general debt for borrowed money; and

(6) receipt of (a) customary legal opinions and (b) customary officers' certificates.

Special Mandatory Redemption

The Notes will be subject to a mandatory redemption (a "Special Mandatory Redemption") in the event that either (i) the Release Date has not occurred on or prior to the Escrow End Date or (ii) prior to the Escrow End Date, the SPV Issuer has determined, in its reasonable discretion, that the escrow conditions cannot be satisfied by such date (any such date, a "Trigger Date"). The SPV Issuer will cause the notice of Special Mandatory Redemption to be mailed no later than the next Business Day following the Trigger Date and will redeem the Notes no later than five Business Days following the date of the notice of redemption. The redemption price for any Special Mandatory Redemption will be 100% of their issue price, together with accrued and unpaid interest on the Notes from the Issue Date up to but not including the date of the Special Mandatory Redemption.

If the escrow agent receives a notice of a Special Mandatory Redemption pursuant to the terms of the Notes, the escrow agent will liquidate all Escrow Proceeds then held by it not later than the last Business Day prior to the date of the Special Mandatory Redemption. Concurrently with release of the amounts necessary to fund the Special Mandatory Redemption to the paying agent, the escrow agent will release any excess of Escrow Proceeds over the mandatory redemption price to the SPV Issuer, and the SPV Issuer will be permitted to use such excess Escrow Proceeds at its discretion.

"Escrow End Date" means the 60th day following the Issue Date; provided that the Issuer may elect to extend the Escrow End Date for an additional 35 days on no more than one occasion so long as, not later than five Business Days prior to the scheduled Escrow End Date, (i) it provides prior written notice to the escrow agent and the trustees for the Notes and has issued a press release stating that it has extended the Escrow End Date and (ii) the Company has deposited cash into escrow with the escrow agent, to be held pursuant to the terms of the escrow agreement, in an amount sufficient to fund the redemption price due on the latest permitted date for the revised Special Mandatory Redemption in respect of all outstanding Notes and has certified that such amounts will be satisfactory for such purpose.

Exhibit C

Committment Letter

EXECUTION COPY

JPMORGAN CHASE BANK, N.A.
J.P. MORGAN SECURITIES LLC
270 Park Avenue
New York, New York 10017

DEUTSCHE BANK TRUST
COMPANY AMERICAS
DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005

CREDIT SUISSE AG
CREDIT SUISSE SECURITIES
(USA) LLC
Eleven Madison Avenue
New York, New York 10010

CONFIDENTIAL
October 30, 2010

American Media, Inc. ("***Holdings***")
American Media Operations, Inc.
Each of the Subsidiaries of American Media Operations, Inc.
Listed on the Signature Pages Hereto
1000 American Media Way
Boca Raton, Florida 22464
Attention: Chris Polimeni

$40,000,000 Senior Secured Revolving Facility
Commitment Letter

Ladies and Gentlemen:

You have advised JPMorgan Chase Bank, N.A. ("***JPMCB***"), J.P. Morgan Securities LLC ("***JPMorgan***"), Deutsche Bank Trust Company Americas ("***DBTCA***"), Deutsche Bank Securities Inc. ("***DBSI***"), Credit Suisse Securities (USA) LLC ("***CS Securities***"), Credit Suisse AG (acting through such of its affiliates or branches as it deems appropriate, "***CS***" and together with JPMCB and DBTCA, the "***Initial Lenders***," and together with their affiliates, "***Financial Institutions***" or "***we***" or "***us***") that you intend to undertake a restructuring (the "***Restructuring***") pursuant to the terms of the Disclosure Statement attached hereto as Exhibit C (as may be waived or modified in accordance with paragraph 1 of Exhibit B attached hereto, the "***Disclosure Statement***") (such term and each other capitalized term used but not defined herein having the meaning assigned to such term in the Summaries of Terms and Conditions attached hereto as Exhibit A (the "***Term Sheet***") and the conditions set forth on Exhibit B (the "***Conditions Annex***" and collectively with the Term Sheet and this letter, the "***Commitment Letter***"). The Restructuring shall be implemented pursuant to a prepackaged plan of reorganization in the form attached hereto as Exhibit D (as may be waived or modified in accordance with paragraph 1 of Exhibit B attached hereto, the "***Prepackaged Plan***") that is filed in voluntary cases (the "***Bankruptcy Cases***") commenced under Chapter 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***") concerning Holdings and its subsidiaries.

You have further advised us that, in connection therewith, subject to the conditions set forth herein, the Borrower will obtain a senior secured first lien revolving credit facility described in Exhibit A, in an aggregate principal amount of up to $40,000,000 (the "***Revolving Facility***").

1. Commitments.

In connection with the foregoing, JPMCB, DBTCA and CS are pleased to advise you of their commitments to provide 50%, 30% and 20%, respectively, of the Revolving Facility upon the terms and subject to the conditions set forth in this Commitment Letter. The obligations of the Initial Lenders and the Arrangers under this Commitment Letter and the Fee Letter are several and not joint.

2. Titles and Roles.

It is agreed that (a) JPMorgan, DBSI and CS Securities will act as co-lead arrangers for the Revolving Facility (the "***Arrangers***"), (b) JPMorgan will act as sole bookrunner for the Revolving Facility and (c) JPMCB will act as sole administrative agent and sole collateral agent for the Revolving Facility (in such capacity, the "***Agent***"), in each case upon the terms and subject to the conditions set forth or referred to in this Commitment Letter. It is agreed that JPMorgan will have "left" placement, DBSI will have second placement and CS Securities will have third placement in all marketing materials and other documentation used in connection with the Revolving Facility. You further agree that no other titles will be awarded and no compensation will be paid in connection with the Revolving Facility unless you and we shall so agree.

3. [Reserved].

4. Information.

You hereby represent and warrant that (a) all information other than the Projections (the "***Information***") that has been or will be made available to us by you or any of your representatives, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements are made and (b) the Projections that have been or will be made available to us by you or any of your representatives have been or will be prepared in good faith based upon assumptions that you believe to be reasonable at the time made and at the time such Projections are made available to us; it being recognized by the Lenders that such Projections are not to be viewed as facts and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized. You agree that if at any time prior to the Closing Date any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations and warranties were being made, at such time, then you will promptly supplement the Information and the Projections so that such representations will be correct under those circumstances. In arranging the Revolving Facility, we will be entitled to use and rely on the Information and the Projections without responsibility for independent verification thereof.

5. Fees.

As consideration for the Initial Lenders' commitment hereunder, and our agreements to perform the services described herein, you agree to pay to us the fees set forth in this Commitment Letter and in the fee letter dated the date hereof and delivered herewith with respect to the Revolving Facility (the "***Fee Letter***") on the terms and subject to the conditions set forth therein.

6. Conditions Precedent.

The Initial Lenders' commitment hereunder, and our agreements to perform the services described herein, are subject to (a) the negotiation, execution and delivery of definitive documentation with respect to the Revolving Facility consistent herewith and otherwise reasonably satisfactory to each of us and you and (b) the satisfaction of the other conditions set forth in the Term Sheet under the paragraphs titled "Conditions Precedent to Initial Borrowing" and "Conditions Precedent to all Borrowings" and Exhibit B hereto. There shall be no conditions to closing and funding not expressly set forth herein.

7. Indemnification; Expenses.

You, jointly and severally, agree (a) to indemnify and hold harmless each Financial Institution and their respective affiliates, officers, directors, employees, agents, controlling persons, members, agents and representatives and their successors and assigns (each, an "***Indemnified Person***") from and against any and all losses, claims, damages, liabilities and expenses, of any kind or nature whatsoever, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the Fee Letter, the Restructuring, the Revolving Facility or any related transaction or any claim, actions, suits, inquiries, litigation, investigation or proceeding (a "***Proceeding***") relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto (and regardless of whether such matter is initiated by your equity holders, creditors or any other third party or by you or any of your subsidiaries or affiliates), and to reimburse each such Indemnified Person upon demand for any reasonable documented out-of-pocket legal or other expenses incurred in connection with investigating, defending or preparing to defend any of the foregoing; provided that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses (i) to the extent they are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the willful misconduct, bad faith or gross negligence of such Indemnified Person or (ii) arising from a material breach of any Lender or Arranger's obligations under this Commitment Letter and (b) to reimburse each Financial Institution from time to time, upon presentation of a reasonably detailed summary statement, for all reasonable documented out-of-pocket expenses (including but not limited to expenses of our due diligence investigation, fees of consultants hired with your consent (such consent not to be unreasonably withheld or delayed), syndication expenses, travel expenses and fees, disbursements and other charges of counsel (except the allocated costs of in-house counsel)), in each case, incurred in connection with the Revolving Facility and the preparation, negotiation, execution, delivery and enforcement of this Commitment Letter, the Fee Letter, the definitive documentation for the Revolving Facility and any ancillary documents or security arrangements in connection therewith. It is further agreed that each Financial Institution shall

only have liability to you (as opposed to any other person). No Indemnified Person shall be liable for any damages arising from the use by others of any information or other materials obtained through internet, electronic, telecommunications or other information transmission systems. None of the Indemnified Persons or (except solely as a result of your indemnification obligations set forth above to the extent an Indemnified Person is found so liable) you or any of your affiliates or directors, officers, employees, advisors, and agents of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the Fee Letter, the Restructuring, the Revolving Facility or the transactions contemplated hereby. You shall not, without the prior written consent of each applicable Indemnified Person (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless (a) such settlement includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

8. Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities.

Each Financial Institution reserves the right to employ the services of its affiliates in providing services contemplated by this Commitment Letter and to allocate, in whole or in part, to its affiliates certain fees payable to the Agent in such manner as the Agent and its affiliates may agree in their sole discretion. You acknowledge that each Financial Institution and its affiliates may share with any of its affiliates, and such affiliates may share with such Financial Institution, any information related to the Restructuring or the Borrower (and your affiliates) or any of the matters contemplated hereby. You acknowledge that each Financial Institution and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein or otherwise. We will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you to other companies. You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us from other companies.

We and our affiliates may have economic interests that conflict with yours. In acting as the Arrangers, neither JPMorgan, DBSI nor CS Securities will have any responsibility other than to arrange the syndication as set forth herein and shall in no event be subject to any fiduciary or other implied duties. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby, and neither JPMorgan, DBSI nor CS Securities shall have any responsibility or liability to you with respect thereto. Any review by JPMorgan, DBSI and/or CS Securities of you, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of JPMorgan, DBSI and/or CS Securities, as applicable, and shall not be on your behalf. You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and any Financial Institution

is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether any Financial Institution has advised or is advising you on other matters, (b) each Financial Institution, on the one hand, and you, on the other hand, have an arms-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of each Financial Institution, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (d) you have been advised that each Financial Institution is engaged in a broad range of transactions that may involve interests that differ from your interests and that such Financial Institution does not have any obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, (e) you waive, to the fullest extent permitted by law, any claims you may have against any Financial Institution for breach of fiduciary duty or alleged breach of fiduciary duty and agree that each Financial Institution shall not have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors, (f) in connection herewith and with the process leading to the Restructuring, each Financial Institution and its affiliates are acting solely as a principal and not as agents or fiduciaries of you, your management, stockholders, creditors, affiliates or any other person, and (g) you have consulted legal and financial advisors to the extent you deem appropriate.

You further acknowledge that each Financial Institution is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any Financial Institution may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you and your subsidiaries and other companies with which you or your subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Financial Institution, or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights (whether in respect of a Chapter 11 plan of reorganization or otherwise), will be exercised by the holder of the rights, in its sole discretion.

9. Assignments; Amendments; Governing Law, Etc.

This Commitment Letter and the Fee Letter (and your rights and obligations thereunder) shall not be assignable by you without the prior written consent (not to be unreasonably withheld) of each other party hereto (and any attempted assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto (and Indemnified Persons), and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons) and may not be relied upon by any other person other than you. Each Initial Lender may assign its commitment hereunder (subject to the provisions set forth in this Commitment Letter) to one or more prospective Lenders; provided that such Initial Lender shall not be released from the portion of its commitment hereunder so assigned to the extent such assignee fails to fund the portion of the commitment assigned to it on the Closing Date notwithstanding the satisfaction of the conditions to such funding set forth herein. Unless you otherwise agree in writing, each Initial Lender shall

retain exclusive control over all rights and obligations with respect to its commitments in respect of the Revolving Facility, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred. Any and all obligations of, and services to be provided by, any Financial Institution hereunder (including, without limitation, the commitment of the Initial Lenders) may be performed and any and all rights of such Financial Institution hereunder may be exercised by or through any of its respective affiliates or branches. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of us and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter. You acknowledge that information and documents relating to the Revolving Facility may be transmitted through Syndtrak, Intralinks, the internet, e-mail or similar electronic transmission systems, and that none of us shall be liable for any damages arising from the unauthorized use by others of information or documents transmitted in such manner. Each Financial Institution may, in consultation with you, place customary advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of customary information on the Internet or worldwide web as they may choose, and circulate similar promotional materials, after the closing of the Restructuring in the form of a "tombstone" or otherwise describing the names of the Borrower and its affiliates (or any of them), and the amount, type and closing date of such transactions, all at the expense of such Financial Institution. This Commitment Letter and the Fee Letter supersede all prior understandings, whether written or oral, between us with respect to the Revolving Facility. **THIS COMMITMENT LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

10. Jurisdiction.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the County of New York or the United States Bankruptcy Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby, and agrees that all claims in respect of any such action or proceeding may be heard and determined only in such New York State court or, to the extent permitted by law, in such Federal court or United States Bankruptcy Court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby in any New York State court or in any such Federal court or United States Bankruptcy Court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court, and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions

by suit on the judgment or in any other manner provided by law. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court.

11. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER, THE FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

12. Confidentiality.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter, the Fee Letter nor proposals or advice rendered by the Arrangers pursuant to this Commitment Letter, nor the terms or substance of this Commitment Letter or the Fee Letter, shall be disclosed, directly or indirectly, by you to any other person except (a) to your officers, directors, employees, attorneys, accountants and advisors who are directly involved in the consideration of this matter or (b) as required by applicable law or compulsory legal process (in which case you agree to inform us promptly thereof); provided that you may disclose this Commitment Letter and the contents hereof (but not the Fee Letter or the contents thereof other than in order to obtain approval thereof from the Bankruptcy Court (as defined below), and in such case, the Fee Letter shall be filed and maintained under seal with the Bankruptcy Court pursuant to an order reasonably satisfactory to the Arrangers) (i) as required pursuant to a bankruptcy proceeding, (ii) in a confidential information memorandum relating to the Revolving Facility, and (iii) to any rating agencies; provided that the foregoing restrictions shall cease to apply (except in respect of the Fee Letter and the contents thereof) after the Closing Date.

Each Financial Institution shall use all nonpublic information received by it in connection with this Commitment Letter and the transactions contemplated hereby solely for the purposes of providing the services that are the subject of this Commitment Letter and shall treat confidentially, together with the terms and substance of this Commitment Letter and the Fee Letter, all such information; provided, however, that nothing herein shall prevent any Financial Institution from disclosing any such information (a) to rating agencies, (b) to any Lenders or participants or prospective Lenders or participants, who have agreed to be bound by customary confidentiality and use restrictions, (c) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law, rule or regulations (in which case such Financial Institution shall, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent permitted by law), (d) upon the request or demand of any regulatory authority having jurisdiction over such Financial Institution or its affiliates (in which case such Financial Institution shall, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent lawfully permitted to do so), (e) to the employees, legal counsel, independent auditors, professionals and other experts or agents of such Financial Institution (collectively,

"***Representatives***") who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (f) to any of its respective affiliates (provided that any such affiliate is advised of its obligation to retain such information as confidential, and such Financial Institution shall be responsible for its affiliates' compliance with this paragraph) and to be utilized solely in connection with rendering services to you in connection with the Restructuring, (g) to the extent any such information becomes publicly available other than by reason of disclosure by any Financial Institution, its affiliates or Representatives in breach of this Commitment Letter, (h) to the extent that such information is received by such Financial Institution from a third party that is not, to such Financial Institution's knowledge, subject to confidentiality obligations owing to you, or any of your affiliates or related parties, (i) to the extent that such information has been, prior to the date hereof, independently developed by such Financial Institution or (j) for purposes of establishing a "due diligence" defense. The provisions of this paragraph shall automatically terminate two years following the date of this Commitment Letter.

You acknowledge and agree that, as Arrangers, neither JPMorgan, DBSI nor CS Securities is advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Notwithstanding any other provision herein, this Commitment Letter does not limit the disclosure of any tax strategies.

13. Surviving Provisions.

The provisions of Sections 4, 5, 7, 8, 9, 10, 11, 12 and 13 and the provisions of the Fee Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the Initial Lenders' commitments hereunder and our agreements to perform the services described herein; provided that your obligations under this Commitment Letter and the Fee Letter, relating to (a) information and the Revolving Facility shall terminate upon the Closing Date and (b) confidentiality (except in respect of the Fee Letter and the contents thereof), shall automatically terminate and be superseded by the definitive documentation relating to the Revolving Facility upon the initial funding thereunder, and you shall automatically be released from all liability in connection therewith at such time.

14. PATRIOT Act Notification.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "***PATRIOT Act***"), each Lender is required to obtain, verify and record information that identifies the Borrower, which information includes the name, address, tax identification number and other information regarding the Borrower that will allow such Lender to identify the Borrower in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Financial Institution and each Lender.

15. Acceptance and Termination.

If the foregoing correctly sets forth our agreement with you, please indicate your acceptance of the terms of this Commitment Letter and of the Fee Letter by returning to us

executed counterparts hereof and of the Fee Letter not later than 12:00 noon, New York City time, on October 30, 2010. The Initial Lenders' commitments hereunder, and our agreements to perform the services described herein, will expire automatically and without further action or notice and without further obligation to you at such time in the event that we have not received such executed counterparts in accordance with the immediately preceding sentence. In the event that (i) the Closing Date does not occur on or before 5:00 p.m., New York City time, on the date that is 95 days after the date hereof or (ii) the closing of the Restructuring occurs without the use of the Revolving Facility, then this Commitment Letter and the Initial Lenders' commitments hereunder, and our agreements to perform the services described herein, shall automatically terminate without further action or notice and without further obligation to you unless each of us shall, in our discretion, agree to an extension.

In addition, this Commitment Letter and the Initial Lenders' commitments hereunder, and our agreements to perform the services described herein, shall automatically terminate without further action or notice and without further obligation to you upon the occurrence of any of the following events (except to the extent any such event is waived by the Arrangers in their sole discretion):

(a) at 5:00 p.m., New York City time, on the date on which the Debtors file petitions commencing the Bankruptcy Cases (the "***Petition Date***") if a restructuring support agreement, in form and substance reasonably satisfactory to the Arrangers, in support of the Prepackaged Plan has not been executed and delivered by (i) the Debtors and (ii) the members of the Committee (as defined in the Prepackaged Plan) as of the date hereof (the "***Restructuring Support Agreement***");

(b) from and after the Petition Date, you have failed to use your commercially reasonable efforts to obtain, as soon as possible after the Petition Date, an order or orders of the United States Bankruptcy Court for the Southern District of New York (the "***Bankruptcy Court***") approving the Commitment Letter and the Fee Letter, including the indemnity, expense reimbursement and fee provisions contained herein and therein;

(c) at 5:00 p.m., New York City time, on the 30th day after the Petition Date if the Bankruptcy Court has not entered an order or orders, in form and substance reasonably satisfactory to the Arrangers, approving the Commitment Letter and the Fee Letter, including the indemnity, expense reimbursement and fee provisions contained herein and therein;

(d) the Bankruptcy Court shall have entered an order pursuant to Section 1104 of the Bankruptcy Code appointing a trustee or an examiner with expanded powers to operate and manage the business of Holdings and its subsidiaries (the "***Debtors***");

(e) the Bankruptcy Court shall have entered an order dismissing any of the Bankruptcy Cases or an order pursuant to the Bankruptcy Code converting any of the Bankruptcy Cases to a case or cases under Chapter 7 of the Bankruptcy Code;

(f) the Restructuring Support Agreement shall be terminated by any member of the Committee (as defined in the Prepackaged Plan) as of the date hereof or any of the Debtors in accordance with its terms or any termination event shall occur thereunder that is not cured within the time period provided therein, if any; and

(g) any Debtor engages in any merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside the ordinary course of business, other than (x) the commencement of the Bankruptcy Cases and any transactions related thereto and (y) such merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness or other similar transaction contemplated in or permitted by the Prepackaged Plan.

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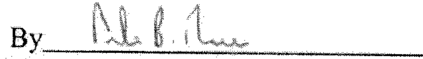
We are pleased to have been given the opportunity to assist you in connection with the financing for the Restructuring.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By 
Name:
Title: Peter B. Thauer
Executive Director

J.P.MORGAN SECURITIES LLC

By____________________________
Name:
Title:

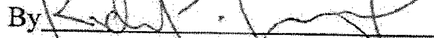
We are pleased to have been given the opportunity to assist you in connection with the financing for the Restructuring.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

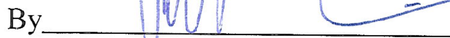
By____________________________
Name:
Title:

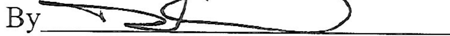
J.P. MORGAN SECURITIES LLC

By 
Name:
Title:
Richard P. Gabriel
Managing Director

[Signature Page Commitment Letter]

DEUTSCHE BANK TRUST COMPANY AMERICAS

By 
Name: Patrick W. Dowling
Title: Director

By 
Name:
Title:

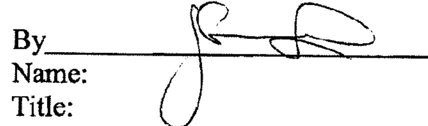
DEUTSCHE BANK SECURITIES INC.

By
Name: Stephanie Perry
Title: Managing Director

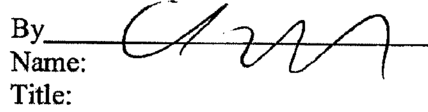
By
Name: Alexandra Barth
Title: Managing Director

[Signature Page Commitment Letter]

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH

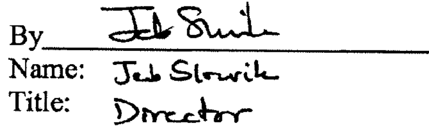


By__________________________ JUDITH E. SMITH
Name: MANAGING DIRECTOR
Title:



By__________________________ Christopher Reo Day
Name: Associate
Title:

CREDIT SUISSE SECURITIES (USA) LLC



By__________________________
Name: Jeb Slowik
Title: Director

[Signature Page Commitment Letter]

Accepted and agreed to as of
the date first above written:

American Media Operations, Inc.
American Media, Inc.
American Media Consumer Entertainment, Inc.
American Media Consumer Magazine Group, Inc.
American Media Distribution & Marketing Group, Inc.
American Media Mini Mags, Inc.
American Media Newspaper Group, Inc.
American Media Property Group, Inc.
Country Music Media Group, Inc.
Distribution Services, Inc.
Globe Communications Corp.
Globe Editorial, Inc.
Mira! Editorial, Inc.
National Enquirer, Inc.
National Examiner, Inc.
Star Editorial, Inc.
Weider Publications, LLC

By: ______________________________
Name: Christopher Polimeni
Title: Executive Vice President,
Chief Financial Officer and Treasurer

EXHIBIT A

$40,000,000 Senior Secured Revolving Facility
Summary of Principal Terms and Conditions

Borrower:	American Media Operations, Inc., a Delaware corporation (the "***Borrower***").
Restructuring:	The Borrower intends to undertake a balance sheet restructuring pursuant to the terms of the Disclosure Statement.
Agent:	JPMorgan Chase Bank, N.A. will act as sole administrative agent and collateral agent (collectively, in such capacities, the "***Agent***") for a syndicate of banks, financial institutions and other institutional lenders identified in consultation with the Borrower (together with the Initial Lenders, the "***Lenders***"), and will perform the duties customarily associated with such roles.
Bookrunner and Lead Arrangers:	(a) JPMorgan, DBSI and CS Securities will act as co-lead arrangers and (b) JPMorgan will act as sole bookrunner for the Revolving Facility (in such capacities, the "***Arrangers***"), and will perform the duties customarily associated with such roles.
Syndication Agent:	At the option of the Borrower, one or more financial institutions identified by the Borrower (in such capacity, the "***Syndication Agent***").
Documentation Agent:	At the option of the Borrower, one or more financial institutions identified by the Borrower (in such capacity, the "***Documentation Agent***").
Definitive Documentation:	The definitive documentation shall, except as otherwise set forth herein, be reasonably satisfactory to the Borrower and the Arrangers.
Revolving Facility:	A senior secured revolving credit facility in an aggregate principal amount of up to $40,000,000 (the "***Revolving Facility***"), of which $10,000,000 will be available through a subfacility in the form of letters of credit.

In connection with the Revolving Facility, Agent (in such capacity, the "***Swingline Lender***") will make available to the Borrower a swingline facility under which the Borrower may make short-term borrowings of up to an aggregate amount to be agreed upon. Except for purposes of calculating the Commitment Fee described in Annex I hereto, any such swingline borrowings will reduce availability under the Revolving Facility on a dollar-for-dollar basis. Each Lender under the Revolving Facility shall, promptly upon request by the Swingline Lender, fund to the Swingline Lender its pro rata share of any swingline borrowings.

The definitive documentation for the Revolving Facility will include customary provisions to protect the Swingline Lender, in the event any Lender under the Revolving Facility is a "Defaulting Lender" (to be defined in a mutually acceptable manner in the definitive documentation for the Revolving Facility).

Purpose:

(A) The proceeds of loans under the Revolving Facility will be used by the Borrower from time to time solely for general corporate purposes (including without limitation, for permitted acquisitions and, with respect to any Revolving Facility borrowing on the date of the initial borrowing under the Revolving Facility (the "***Closing Date***") permitted under "Availability" below, to effect the Restructuring and to pay related transaction costs.

(B) Letters of credit will be used by the Borrower and its subsidiaries from time to time solely for general corporate purposes.

Availability:

(A) Loans under the Revolving Facility of up to the amount permitted by the following sentence may be made on the Closing Date. Immediately after giving effect to the Restructuring, no loans will be outstanding under the Revolving Facility other than loans in an amount not to exceed $10 million solely to the extent necessary in respect of upfront fees or original issue discount on any credit facility or security financing the Restructuring. Immediately after the Closing Date, the remaining portion of loans under the Revolving Facility will be available at any time prior to the final maturity of the Revolving Facility, in minimum principal amounts and upon notice to be agreed upon. Amounts repaid under the Revolving Facility may be reborrowed.

(B) The full amount of the letter of credit subfacility shall be available on and after the Closing Date.

Interest Rates and Fees: As set forth on Annex I hereto.

Default Rate: Upon and during the continuance of any payment or bankruptcy event of default (or any other event of default if requested by Lenders holding a majority in aggregate principal amount of the Revolving Facility), the Revolving Facility shall bear interest at the applicable interest rate plus 2.0% per annum.

Letters of Credit: Letters of credit under the Revolving Facility will be issued by Agent or another Lender acceptable to the Borrower and the Agent (the "***Issuing Bank***"). Each letter of credit shall expire not later than the earlier of (a) 12 months after its date of issuance (in the case of standby letters of credit) or 180 days (in the case of trade letters of credit) and (b) the fifth business day prior to the final maturity of the Revolving Facility; provided, however, that any standby letter of credit may provide for renewal thereof for additional periods of up to 12 months (which in no event shall extend beyond the date referred to in clause (b) above).

Drawings under any letter of credit shall be reimbursed by the Borrower on the next business day thereafter. To the extent that the Borrower does not reimburse the Issuing Bank on such next business day thereafter, the Lenders under the Revolving Facility shall be irrevocably obligated to reimburse the Issuing Bank pro rata based upon their respective Revolving Facility commitments.

The issuance of all letters of credit shall be subject to the customary procedures of the Issuing Bank.

The definitive documentation for the Revolving Facility will include customary provisions to protect the Issuing Bank, in the event any Lender under the Revolving Facility is a "Defaulting Lender" (to be defined in a mutually acceptable manner in the definitive documentation for the Revolving Facility).

Final Maturity and Amortization: The Revolving Facility will mature and the commitments thereunder will terminate on the date that is the earlier of (i) five years after the Closing Date and (ii) one year prior to the maturity date of the First Lien Notes.

Guarantees: Consistent with the Borrower's Amended and Restated Credit Agreement dated as of December 30, 2008 (the "***Existing Credit Agreement***"), all obligations of the Borrower under the Revolving Facility and under any interest rate protection or

other hedging arrangements entered into with the Agent, the Arrangers, an entity that is a Lender at the time of such transaction, or any affiliate of any of the foregoing ("***Hedging Arrangements***"), or any cash management arrangements with any such person ("***Cash Management Arrangements***") will be unconditionally guaranteed (the "***Guarantees***") by (i) Holdings and (ii) by each existing and subsequently acquired or organized domestic subsidiary of the Borrower (the "***Subsidiary Guarantors***"), subject to exceptions to be agreed consistent with the Existing Credit Agreement.

Security:

The Revolving Facility, the Guarantees, any Hedging Arrangements and any Cash Management Arrangements will be secured by substantially all the assets of Holdings, Borrower and the Subsidiary Guarantees, whether owned on the Closing Date or thereafter acquired (collectively, the "***Collateral***"), including but not limited to: (a) a perfected first-priority pledge of all the capital stock and other equity interests of the Borrower and any subsidiary held by any Loan Party (which pledge, in the case of voting stock of any foreign subsidiary, shall be limited to 65% of the voting stock of such foreign subsidiary) and (b) perfected first-priority security interests in, and mortgages on, substantially all tangible and intangible assets of Holdings, Borrower and the Subsidiary Guarantees (including but not limited to accounts receivable, inventory, equipment, general intangibles, investment property, intellectual property, material owned real property, cash, deposit and securities accounts, commercial tort claims, letter of credit rights, intercompany notes and proceeds of the foregoing).

All the above-described pledges, security interests and mortgages shall be created on terms, and pursuant to documentation, reasonably satisfactory to the Agent (it being understood for the avoidance of doubt that the Borrower and its subsidiaries will enter into customary control agreements for facilities of this type with respect to deposit accounts and securities accounts pledged as Collateral pursuant to the definitive documentation for the Revolving Facility).

Intercreditor Agreement:

Substantially as described in Annex II hereto or otherwise reasonably acceptable to the Arrangers.

As to the Second Lien Facility, the Second Lien Facility will be subject to a "silent second" lien pursuant to an intercreditor agreement reasonably acceptable to the Agent.

Mandatory Prepayments:	None.
Voluntary Prepayments and Reductions in Commitments:	Voluntary reductions of the unutilized portion of the commitments under the Revolving Facility and prepayments of borrowings thereunder will be permitted at any time, in minimum principal amounts to be agreed upon, without premium (other than as noted below) or penalty, subject to reimbursement of the Lenders' funding losses and redeployment costs in the case of a prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period.
Representations and Warranties:	Only the following representations and warranties will apply, subject to customary and other exceptions and qualifications to be agreed upon: organization, existence, and power; qualification; authorization and enforceability; no conflict; governmental consents; subsidiaries; accuracy of financial statements and other information; projections; no material adverse change; absence of litigation; no violation of material agreements or instruments; compliance with laws (including PATRIOT Act, ERISA, margin regulations and environmental laws); payment of taxes; ownership of properties; governmental regulation; inapplicability of the Investment Company Act; closing date solvency on a consolidated basis; labor matters; validity, priority and perfection of security interests in the Collateral; intellectual property; leases; treatment as designated senior debt under subordinated debt documents; location of property; use of proceeds; no material misstatements; and insurance.
Conditions Precedent to Initial Borrowing:	Delivery of reasonably satisfactory customary (i) closing certificates, (ii) legal opinions of counsel for the Borrower, (iii) a certificate from the chief financial officer of the Borrower that is in form and substance reasonably satisfactory to the Arrangers (or at the Borrower's option, a solvency opinion from an independent investment bank or valuation firm of nationally recognized standing that is reasonably acceptable to the Arrangers) with respect to solvency (on a consolidated basis after giving effect to the Restructuring and the other transactions contemplated hereby), (iv) at least 10 days prior to the Closing Date all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act, (v) corporate documents and officers' and public officials' certifications for Holdings, the Borrower and the

Subsidiary Guarantors; (vi) first priority perfected security interests in the Collateral (free and clear of all liens, subject to customary and other permitted liens to be agreed); (vii) execution of the Guarantees, which shall be in full force and effect; (viii) evidence of authority for Holdings, the Borrower and the Subsidiary Guarantors; (ix) and payment of fees and expenses; and compliance with all obligations under the Fee Letter.

The initial borrowing under the Revolving Facility will also be subject to the applicable conditions precedent set forth in Exhibit B to the Commitment Letter. The definitive credit documentation for the Revolving Facility shall not contain any conditions precedent other than the conditions precedent expressly set forth in this section, "Condition Precedent to all Borrowings" and Section 6 of or Exhibit B to the Commitment Letter.

Conditions Precedent to all Borrowings: Only the following: delivery of notice, accuracy of representations and warranties in all material respects and absence of defaults.

Affirmative Covenants: Only the following affirmative covenants will apply (to be applicable to Holdings, the Borrower and the Borrower's restricted subsidiaries), subject to customary and other baskets, exceptions and qualifications to be agreed upon: maintenance of corporate existence and rights; performance and payment of obligations; delivery of consolidated financial statements (accompanied by an audit opinion from nationally recognized auditors that is not subject to any qualification as to "going concern" or the scope of such audit and customary MD&A), an annual budget (with a quarterly break-down), and other information of Borrower, including information required under the PATRIOT Act; delivery of notices of default, ERISA events and material adverse change; maintenance of properties in good working order; maintenance of books and records; maintenance of customary insurance; compliance with laws; inspection of books and properties; environmental; additional guarantors; additional real estate assets; leases; additional collateral; further assurances in respect of collateral matters; and use of proceeds and payment of taxes.

Negative Covenants: Only the following negative covenants will apply (to be applicable to Holdings (provided that there shall be no prohibition on the interposition of additional holding companies above Holdings and such holding companies shall not be subject to the negative covenants), the Borrower and its

restricted subsidiaries), subject to customary exceptions and qualifications to be agreed upon:

1. Limitation on dispositions of assets and changes of business and ownership.
2. Limitation on mergers and acquisitions, with a carveout for "permitted acquisitions" if the Borrower would be in compliance with the maintenance covenants on a pro forma basis after giving effect to such acquisition.
3. Limitations on dividends and stock repurchases and optional redemptions (and optional prepayments or repurchases) of certain debt (including debt under the Second Lien Facility).
4. Limitation on indebtedness (including guarantees and other contingent obligations) and preferred stock.
5. Limitation on loans and investments.
6. Limitation on liens and further negative pledges.
7. Limitation on transactions with affiliates.
8. Limitation on sale/leaseback transactions.
9. Limitation on changes in the business of the Borrower and its subsidiaries.
10. Limitation on restrictions of subsidiaries to pay dividends or make distributions.
11. Limitation on amendments to certain debt (including debt under the Second Lien Facility).
12. Limitation on changes to fiscal year.

All ratios and calculations shall be measured on a pro forma basis.

Financial Covenant: Only the following: Maximum First Lien Leverage Ratio (to be defined as the ratio of first lien indebtedness to EBITDA).

"EBITDA" shall mean, with respect to the Borrower and the restricted subsidiaries on a consolidated basis for any period, consolidated net income (to be defined) plus the sum of without duplication:

(i) interest, taxes, amortization, depreciation and other

non-cash expenses; plus
(ii) the amount of any restructuring charges or expenses (subject to a cap to be agreed); plus
(iii) other customary addbacks to be agreed.

The financial covenant shall be measured on a pro forma basis at the end of each fiscal quarter ending after the Closing Date on a rolling four quarter basis, beginning with the first full quarter ending after the Closing Date. The covenant level for the financial covenant will be set at 4.75x for each test date on or before June 30, 2013, and 4.50x thereafter.

Solely, for purposes of determining compliance with the financial covenant, any common equity contribution made to the Borrower after the end of a fiscal quarter and on or prior to the day that is 10 days after the day on which financial statements are required to be delivered for a fiscal quarter will, at the request of the Borrower, be included in the calculation of EBITDA for the purposes of determining compliance with the financial covenant at the end of such fiscal quarter and applicable subsequent periods (any such equity contribution so included in the calculation of EBITDA, a "***Specified Equity Contribution***"); provided, that (a) in each four consecutive fiscal quarter period, there shall be at least two fiscal quarters in which no Specified Equity Contribution is made, (b) during the term of the Revolving Facility, no more than four Specified Equity Contributions shall be made, (c) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrower to be in compliance with the financial covenant, (d) all Specified Equity Contributions shall be disregarded for purposes of determining changes in interest rate margins or commitment fees and any baskets with respect to the covenants contained in the definitive credit documentation and the proceeds thereof shall not be included as cash or cash equivalents for purposes of calculating the First Lien Leverage Ratio and (e) there shall be no pro forma reduction in indebtedness with the proceeds of any Specified Equity Contribution for determining compliance with the financial covenant.

Events of Default: Only (subject to customary thresholds and grace periods to be agreed upon): nonpayment of principal, interest or other amounts; violation of covenants; incorrectness of representations and warranties in any material respect; cross default and cross acceleration; bankruptcy and similar events; material judgments; ERISA events; actual or asserted invalidity of guarantees or security documents in each case

representing a material portion of the collateral; change of control; and non-appealable reversal or modification (other than any modification that is not adverse to Lenders in the sole judgment of the Lenders) of confirmation order.

Unrestricted Subsidiaries: The definitive documentation will contain provisions pursuant to which, subject to limitations on investments, loans, advances and guarantees and pro forma covenant compliance, the Borrower will be permitted to designate any existing or subsequently acquired or organized subsidiary as an "unrestricted subsidiary" and subsequently re-designate any such unrestricted subsidiary as a restricted subsidiary (subject to customary conditions that are reasonably satisfactory to Agent). Unrestricted subsidiaries will not be subject to the affirmative or negative covenant or event of default provisions of the definitive documentation, and the results of operations and indebtedness of unrestricted subsidiaries will not be taken into account for purposes of determining compliance with the financial covenant contained in the definitive documentation.

Voting: Amendments and waivers of the definitive credit documentation will require the approval of Lenders holding a majority of the aggregate principal amount and commitments under the Revolving Facility, with the following modifications:

(i) the consent of the Swingline Lender will be required for any amendment that modifies the swingline-specific provisions and the consent of the Issuing Bank will be required for any amendment that modifies the letter-of-credit specific provisions;

(ii) no amendment or waiver shall amend or waive any condition precedent to any extension of credit under the Revolving Facility without the consent of a majority of the Lenders under the Revolving Facility;

(iii) loans held by defaulting lenders (defined in a manner to be agreed) will be excluded in any determination of the requisite lenders needed for any consent in a manner to be agreed;

(iv) the consent of each Lender adversely affected thereby shall be required with respect to, among other things, (a) increases in commitments, (b) reductions of principal, interest or fees, and (c) extensions of payment of principal, payment of interest or fees, expiration of a commitment or final

maturity or reduce the amount of, waive or excuse such payments;

(v) the consent of each Lender shall be required with respect to, among other things, (a) change certain provisions which would alter the ratable provisions or pro rata sharing of payments, (b) change the provisions of the amendment and waiver section or the definition of Required Lenders and (c) releases of the Agent's lien on all or substantially all of the value of the Collateral or releases of all or substantially all of the value of the Guarantees; and

(vi) the consent of the Lenders holding a majority interest of outstanding loans and unused commitments of a class affected by any change in the provisions of any loan document.

Cost and Yield Protection: Usual for facilities and transactions of this type and based upon those in the Existing Credit Agreement.

Assignments and Participations: The Lenders will be permitted to assign loans and commitments under the Revolving Facility with the consent of the Borrower (not to be unreasonably withheld or delayed), the Swingline Lender and the Issuing Bank, in each case not to be unreasonably withheld or delayed; *provided* that such consent of the Borrower shall not be required (i) if such assignment is made to another Lender or an affiliate or approved fund of a Lender, (ii) after the occurrence and during the continuance of an event of default or (iii) prior to the Closing Date; provided further that the Borrower shall be deemed to have consented unless it has objected within five business days after having received notice thereof. All assignments will also require the consent of the Agent, not to be unreasonably withheld or delayed. Each assignment, in the case of the Revolving Facility, will be in an amount of an integral multiple of $2,500,000. Assignments will be by novation. The Agent will receive a processing and recordation fee of $3,500, payable by the assignor and/or the assignee, with each assignment.

The Lenders will be permitted to sell participations in loans and commitments subject to the restrictions set forth herein and in the Commitment Letter. Voting rights of participants shall (i) be limited to matters in respect of (a) increases in commitments of such participant, (b) reductions of principal, interest or fees payable to such participant, (c) extensions of final maturity of the loans or commitments in which such participant participates, (d) releases of all or substantially all of the value of the Guarantees, or all or substantially all of the

Collateral and (e) modification of the voting percentages (or any of the applicable definitions related thereto) and (ii) for clarification purposes, not include the right to vote on waivers of defaults or events of defaults.

Notwithstanding the foregoing, assignments and participations shall not be permitted to ineligible institutions agreed to by the Arrangers and Holdings prior to the date that the Initial Lenders execute the Commitment Letter.

Expenses and Indemnification:	Substantially consistent with the Existing Credit Agreement.
Governing Law and Forum:	New York.
Counsel to Agent and Arrangers:	Cahill Gordon & Reindel LLP

Interest Rates: Subject to changes in Interest Rate Margins and Commitment Fees below, the interest rates under the Revolving Facility will be, at the option of the Borrower, Adjusted LIBOR plus 6.00% or ABR plus 5.00%.

Swingline loans shall each bear interest at ABR plus the applicable margin for ABR loans

Letter of Credit Fees: A per annum fee equal to the spread over Adjusted LIBOR under the Revolving Facility will accrue on the aggregate face amount of outstanding letters of credit under the Revolving Facility, payable in arrears at the end of each quarter and upon the termination of the Revolving Facility, in each case for the actual number of days elapsed over a 360-day year. Such fees shall be distributed to the Lenders participating in the Revolving Facility pro rata in accordance with the amount of each such Lenders Revolving Facility commitment. In addition, the Borrower shall pay to the Issuing Bank, for its own account, (a) a fronting fee equal to 0.25% per annum of the aggregate face amount of outstanding letters of credit, payable in arrears at the end of each quarter and upon the termination of the Revolving Facility, calculated based upon the actual number of days elapsed over a 360-day year, and (b) customary issuance and administration fees.

The Borrower may elect interest periods of 1, 2, 3 or 6 months (or, if agreed to by all relevant Lenders, 9 or 12 months) for Adjusted LIBOR borrowings.

Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans determined by reference to the Agent's prime rate) and interest shall be payable at the end of each interest period and, in any event, at least every three months.

ABR is the Alternate Base Rate, which is the highest of (i) Agent's Prime Rate, (ii) the Federal Funds Effective Rate plus ½ of 1.0% and (iii) one-month Adjusted LIBOR plus 1.0%.

Adjusted LIBOR will be the Adjusted LIBOR for the applicable interest period on the date of determination. Adjusted LIBOR will at all times include statutory reserves and shall be deemed to be not less than 2.00%.

Commitment Fees: Subject to Changes in Interest Rate Margins and Commitment

Fees below, 0.75% per annum on the undrawn portion of the commitments in respect of the Revolving Facility, payable quarterly in arrears after the Closing Date and upon the termination of the commitments, calculated based on the number of days elapsed in a 360-day year.

Changes in Interest Rate Margins and Commitment Fees: The definitive credit documentation for the Revolving Facility will contain provisions under which, from and after the date of delivery of the Borrower's financial statements covering a period of at least three full months after the Closing Date, and so long as no default shall have occurred and be continuing, interest rate margins and commitment fees under the Revolving Facility will be subject to reduction in increments to be agreed based upon the First Lien Leverage Ratio.

DESCRIPTION OF INTERCREDITOR AGREEMENT

In connection with the issuance by the Borrower (the "***Issuer***") of the first lien debt securities (the "***First Lien Notes***") which will be secured by the Collateral on a first lien pari passu basis with the obligations under the Revolving Facility (the "***Obligations***") (such Collateral referred to herein as the "***Shared Collateral***"), the Agent and the holders of the First Lien Notes or a trustee or agent acting on behalf of such holders (the "***First Lien Holder***") will enter into an Intercreditor Agreement (to be acknowledged by the Borrower, Holdings and the Subsidiary Guarantors (Holdings and the Subsidiary Guarantors being referred to herein as the "***Guarantors***")) on terms consistent with the following:

(i) Each of the Agent, the First Lien Holder and any other collateral agent on behalf of any class of pari passu lien indebtedness secured by a first priority lien on the Shared Collateral ("***Additional Pari Passu Lien Indebtedness***") shall be permitted to (i) enforce any rights and exercise any remedies with respect to any Shared Collateral available under the documents related to the Revolving Facility, the First Lien Notes and any Additional Pari Passu Lien Indebtedness or applicable law or (ii) commence any action or proceeding with respect to such rights or remedies; *provided* that, notwithstanding the foregoing, (a) the Agent, the First Lien Holder, the collateral agent on behalf of any Additional Pari Passu Lien Indebtedness and the related secured parties shall remain subject to, and bound by, all covenants or agreements made in the Intercreditor Agreement, (b) each of the Agent, the First Lien Holder, the collateral agent on behalf of any Additional Pari Passu Lien Indebtedness will agree, on behalf of itself and its related secured parties, that, prior to the commencement of any enforcement of rights or any exercise of remedies with respect to any Shared Collateral by such collateral agent or any of its related secured parties, such collateral agent or its related secured party, as the case may be, shall provide written notice thereof to each other collateral agent as far in advance of such commencement as reasonably practicable, and shall consult with each collateral agent on a regular basis in connection with such enforcement or exercise, and (c) each of the Agent, the First Lien Holder, the collateral agent on behalf of any Additional Pari Passu Lien Indebtedness will agree, on behalf of itself and its related secured parties, that such collateral agent and its related secured parties shall cooperate in a commercially reasonable manner with each other collateral agent and its related secured parties in any enforcement of rights or any exercise of remedies with respect to any Shared Collateral.

(ii) With respect to any Shared Collateral on which a lien can be perfected by the possession or control of such Shared Collateral or of any deposit, securities or other account in which such Shared Collateral is held, then the applicable collateral agent in respect of the Obligations, First Lien Notes or Additional Pari Passu Lien Indebtedness that holds or controls such Shared Collateral shall also hold such Shared Collateral as gratuitous bailee and sub-agent for each other collateral agent in respect of the Obligations, First Lien Notes and Additional Pari Passu Lien Indebtedness, as the case may be. Any such collateral agent that holds Shared Collateral as gratuitous bailee and sub-agent shall be entitled to deal with the applicable pledged or controlled Shared Collateral as if the liens thereon of the collateral agent or secured parties of the Obligations, First Lien Notes or Additional Pari Passu Lien Indebtedness did not exist; *provided* that any proceeds arising from or other payments or distributions made upon such

pledged or controlled Shared Collateral shall be subject to the waterfall provisions set forth in the Intercreditor Agreement (as described below). Until the payment in full of the Obligations, the Agent shall hold all such Collateral which can be perfected by control or possession and, after the payment in full of such obligations, the collateral agent with respect to the class of first lien Indebtedness, including the First Lien Notes, of the largest principal amount at such time shall hold such Collateral (and, after giving effect to any subsequent repayment of such first lien Indebtedness, the collateral agent with respect to the class of first lien Indebtedness of the largest principal amount at such time shall hold such Collateral).

(iii) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any liens on any Shared Collateral, the security interests of the Agent, the First Lien Holder and any collateral agent on behalf of any Additional Pari Passu Lien Indebtedness will rank equal in priority; *provided* that the Obligations will have priority as set forth below to the proceeds of or other payments or distributions on Shared Collateral upon a foreclosure or in a bankruptcy, insolvency, liquidation or similar proceeding (including in any Chapter 11 reorganization) (an "***Insolvency Proceeding***") including without limitation all adequate protection payments made in any Insolvency Proceeding in respect of the Shared Collateral and will be repaid in full prior to the repayment of the First Lien Notes and any Additional Pari Passu Lien Indebtedness.

(iv) If (i) an event of default under any document governing the Obligations, the First Lien Notes or any Additional Pari Passu Lien Indebtedness shall have occurred and be continuing and any of the Agent, the First Lien Holder or the collateral agent for any class of Additional Pari Passu Lien Indebtedness or any secured party in respect of the Obligations, the First Lien Notes or any class of Additional Pari Passu Lien Indebtedness is taking action to enforce rights or exercise remedies in respect of any Shared Collateral, (ii) any distribution, payment, compromise or settlement of any kind (under a confirmed plan of reorganization or otherwise) is made in respect of any Shared Collateral in any Insolvency Proceeding of the Issuer or any Guarantor or (iii) the Agent, the First Lien Holder, any other such collateral agent or any such secured party receives any payment with respect to any Shared Collateral pursuant to any intercreditor agreement (other than the Intercreditor Agreement), then the cash and non-cash payments, distributions or the proceeds of any sale, collection or other liquidation of any Shared Collateral obtained by such collateral agent or any such secured party in respect of the Obligations, the First Lien Notes or any Additional Pari Passu Lien Indebtedness on account of such enforcement of rights or exercise of remedies, and any such cash and non-cash distributions or payments received by such Collateral Agent, any other such collateral agent or any such secured party in respect of the Obligations, the First Lien Notes or any Additional Pari Passu Lien Indebtedness, shall be applied as follows (v) *first*, (a) to the payment of all amounts owing to the collateral agent or the Agent for the Obligations (in its capacity as such) pursuant to the terms of any document related to the Obligations (b) in the case of any such enforcement of rights or exercise of remedies, to the payment of all costs and expenses incurred by the collateral agent or the Agent for the Obligations in connection therewith and (c) in the case of any such payment pursuant to the Intercreditor Agreement, to the payment of all costs and expenses incurred by the collateral agent or the Agent for the Obligations or any of its related secured parties in enforcing its rights thereunder to obtain such payment, (w) *second*, to the payment in full of any Obligations (including, for the avoidance of doubt, an amount equal to the post-petition interest, fees, costs, and charges that would otherwise have accrued thereon under the

terms of, and at the rates specified in, the Revolving Facility either (i) had the Issuer not been the subject of an Insolvency Proceeding or (ii) had the claims under the Revolving Facility been separately classified from those under the First Lien Notes in any Insolvency Proceeding (regardless of whether any such claims may or may not be allowed or allowable in whole or in part as against the Issuer or the Guarantors or the Shared Collateral in the respective Insolvency Proceeding pursuant to Section 506(b) of the Bankruptcy Code or otherwise)) and the termination of any commitments under the Revolving Facility, (x) *third*, (a) to the payment of all amounts owing to such collateral agent (in its capacity as such) pursuant to the terms of any document related to the First Lien Notes or Additional Pari Passu Lien Indebtedness, as the case may be, (b) in the case of any such enforcement of rights or exercise of remedies, to the payment of all costs and expenses incurred by such collateral agent or any of its related secured parties in respect of First Lien Notes or Additional Pari Passu Lien Indebtedness, as the case may be, in connection therewith and (c) in the case of any such payment pursuant to the Intercreditor Agreement, to the payment of all costs and expenses incurred by such collateral agent or any of its related secured parties in enforcing its rights thereunder to obtain such payment, (y) *fourth*, to the payment in full of all First Lien Notes and any Additional Pari Passu Lien Indebtedness of each class secured by a valid and perfected lien on such Shared Collateral at the time due and payable (the amounts so applied to be distributed, as among the First Lien Notes and any classes of Additional Pari Passu Lien Indebtedness, ratably in accordance with the amounts of First Lien Notes and Additional Pari Passu Lien Indebtedness of each such class on the date of such application), and (z) *fifth* after payment in full of all the obligations secured by such Shared Collateral on a pari passu basis with the Obligations, to the holders of junior liens on the Shared Collateral and thereafter, to the Issuer and the Guarantors or their successors or assigns or as a court of competent jurisdiction may direct.

(v) The parties to the Intercreditor Agreement (including the Borrower and the Guarantors) shall irrevocably agree that the Intecreditor Agreement (including the provisions described in the foregoing paragraph) constitutes a "subordination agreement" within the meaning of both New York law and Section 510(a) of the Bankruptcy Code, and that the terms thereof will survive, and will continue in full force and effect and be binding upon each of the parties, in any Insolvency Proceeding.

(vi) To further effectuate the intent, understanding, and agreement of the Agent on the one hand, and the First Lien Holder and the other First Lien Secured Parties, on the other, if, as is contemplated, it is held (in the context of a confirmed plan of reorganization or otherwise) that the claims against the Issuer or any Guarantor under the Revolving Facility, the First Lien Notes or any Additional Pari Passu Lien Indebtedness in respect of the Shared Collateral constitute only one secured claim (rather than separate classes of senior and junior claims), then the First Lien Holder and, by virtue of accepting the First Lien Notes, the other First Lien Secured Parties, expressly acknowledge and agree that all distributions, payments, compromises, or settlements of any kind (under a confirmed plan of reorganization or otherwise) made in respect of any Shared Collateral in any Insolvency Proceeding of the Issuer or otherwise shall be deemed for all purposes with respect to the parties' Intercreditor Agreement and such Insolvency Proceedings to have been made as if there were separate classes of senior and junior secured claims against the Issuer in respect of the Shared Collateral, with the effect being that (and the First Lien Holder and the other First Lien Secured Parties expressly acknowledge and agree) the Agent for the Obligations (on behalf of itself and the Lenders) shall be entitled to and

shall receive from the Shared Collateral, in addition to amounts distributed to them in respect of principal, pre-petition interest, and other claims, the amount of interest, fees, costs, and charges that would otherwise have accrued post-petition under the terms of, and at the rates specified in, the Revolving Facility as against the Issuer or with respect to the Shared Collateral either (i) had the Issuer not been the subject of an Insolvency Proceeding or (ii) had the claims under the Revolving Facility been separately classified from those under the First Lien Notes in any Insolvency Proceeding (regardless of whether any such claims may or may not be allowed or allowable in whole or in part as against the Issuer or the Shared Collateral in the respective Insolvency Proceeding pursuant to Section 506(b) of the Bankruptcy Code or otherwise), before any distribution is or may be made in respect of the claims relating to the Shared Collateral or the Liens thereon securing the First Lien Notes held by the First Lien Holder, on behalf of the First Lien Secured Parties, with the First Lien Holder and, by virtue of accepting the First Lien Notes, the other First Lien Secured Parties, further expressly acknowledging and agreeing to either turn over to, or direct the Issuer and the Guarantors to pay directly to, the holders of the Obligations all amounts otherwise received or receivable by them from the Shared Collateral or in respect of the Liens thereon securing the First Lien Notes to the extent needed to effectuate the intent of this provision to ensure that the Obligations (including, for the avoidance of doubt, those related to the post-petition interest, fees, costs, and charges that would otherwise have accrued thereon under the terms of, and at the rates specified in, the Revolving Facility either (i) had the Issuer not been the subject of an Insolvency Proceeding or (ii) had the claims under the Revolving Facility been separately classified from those under the First Lien Notes in any Insolvency Proceeding (regardless of whether such claims may or may not be allowed or allowable in whole or in part as against the Issuer or the Shared Collateral in the respective Insolvency Proceeding pursuant to Section 506(b) of the Bankruptcy Code or otherwise) are paid in full, even if such turnover of amounts has the effect of reducing the amount of the recovery and/or claims of the First Lien Secured Parties.

(vii) Prior to the payment in full of the Obligations, (i) the Intercreditor Agreement may be amended, without the consent of the holders of the First Lien Notes or the First Lien Holder (collectively, the "***First Lien Secured Parties***") or the Lenders or Agent, to add additional secured creditors holding any Additional Pari Passu Lien Indebtedness permitted by the agreement governing the Revolving Facility (the "***Credit Agreement***") and the agreement governing the First Lien Notes (the "***First Lien Agreement***") and (ii) the Agent (with the requisite consent of the Lenders) may change, waive, modify or vary the security documents without the consent of the First Lien Secured Parties; provided that any such change, waiver or modification does not materially adversely affect the rights of the First Lien Secured Parties and the additional secured creditors holding Additional Pari Passu Lien Indebtedness. Any consent to the use of cash collateral satisfactory to the Agent or debtor–in-possession financing on a priming basis (whether or not provided by the holders of Obligations) not to exceed a percentage to be determined of the aggregate secured debt subject to the Intercreditor Agreement shall not be deemed to be materially adverse to the rights of the First Lien Secured Parties or the additional secured creditors holding Additional Pari Passu Lien Indebtedness. Any provider of Additional Pari Passu Lien Indebtedness shall be entitled to rely on the determination of officers of the Issuer that such modifications do not expressly violate the provisions of the Credit Agreement or the First Lien Agreement if such determination is set forth in an officer's certificate signed by an officer of the Issuer and meeting the requirements set forth in the First Lien Agreement delivered to such provider; provided, however, that such determination will not

affect whether or not the Issuer has complied with its undertakings in the Credit Agreement, the First Lien Agreement, any agreement governing any Additional Pari Passu Lien Indebtedness, any related security documents or the Intercreditor Agreement.

EXHIBIT B

Senior Secured Revolving Facility
Conditions Precedent

Except as otherwise set forth below, the initial borrowing under the Revolving Facility shall be subject to the following additional conditions precedent (which shall be satisfied prior to or substantively concurrent with the initial borrowing):

1. The terms of the Disclosure Statement (but only in respect of the description of the Revolving Facility and the capital structure of the reorganized Borrower) and the Prepackaged Plan shall be reasonably satisfactory to the Arrangers; provided that, the draft of the Disclosure Statement dated October 30, 2010 attached hereto as Exhibit C and the Prepackaged Plan dated October 30, 2010 attached hereto as Exhibit D shall each be deemed satisfactory to the Arrangers. All aspects of the order of the Bankruptcy Court confirming the Prepackaged Plan (i) shall be in form and substance reasonably satisfactory to the Arrangers and (ii) shall be in full force and effect and shall not have been reversed or modified and shall not be stayed. The Restructuring shall be consummated simultaneously or substantially concurrent with the closing under the Revolving Facility in accordance with applicable law and on the terms described in the Term Sheets, the Disclosure Statement and the Prepackaged Plan without giving effect to any waiver or other modification thereof that is not approved by the Arrangers (which approval shall not be unreasonably withheld or delayed).

2. After giving effect to the Restructuring, Holdings and its subsidiaries shall have outstanding no indebtedness or preferred stock other than (a) the loans and other extensions of credit under the Revolving Facility, (b) not less than $385 million of gross proceeds from the First Lien Notes, (c) not more than $140,000,000 of loans under a second lien term facility or second lien bond (the "***Second Lien Facility***"); provided that (i) the maturity date of the Second Lien Facility shall be no earlier than six (6) months after the maturity date of the First Lien Notes and (ii) the covenants applicable to the Second Lien Facility shall be no more restrictive than the covenants applicable to the First Lien Notes, (d) other indebtedness as contemplated to be outstanding by the Disclosure Statement or the Prepackaged Plan and (e) other indebtedness to be agreed upon not to exceed $2 million.

3. Since March 31, 2010, there shall have been no Material Adverse Effect and no event, circumstance or condition shall exist which has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in the Backstop Commitment (as defined in the Prepackaged Plan)).

4. The Arrangers shall have received a pro forma consolidated balance sheet and related pro forma combined statements of income of Holdings as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days before the Closing Date, prepared after giving effect to the Restructuring as if the Restructuring had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other statements of income).

5. The Arrangers shall have received (a) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of the Borrower and its subsidiaries, for the three most recently completed fiscal years ended at least 90 days before the Closing Date, and such audited financial statements shall be, in the reasonable judgment of the Arrangers, substantially consistent with the financial information delivered to the Arrangers by you prior to the date hereof, (b) unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of the Borrower and its subsidiaries, for each subsequent fiscal quarter ended at least 45 days before the Closing Date and (c) a detailed business plan or projections of Borrower and its subsidiaries for the years 2011 through 2015 and the eight quarters beginning with the quarter ended December 31, 2010, in each case, in form and substance reasonably satisfactory to the Arrangers.

6. The Arrangers shall be satisfied that the ratio of first lien indebtedness (calculated on a gross basis and excluding any revolver drawing on the Closing Date to finance upfront fees or OID) of Holdings and its consolidated subsidiaries on the Closing Date to Holdings' consolidated pro forma EBITDA for the four fiscal quarter period for which financial statements have been delivered pursuant to paragraph 5 (with EBITDA calculated in a manner consistent with AMO's existing credit facility and to give pro forma effect to the Restructuring as if it had occurred at the beginning of such four fiscal quarter period) shall be no more than 3.5 to 1.0.

7. Prior to or concurrently with the Closing Date, the Borrower shall have (a) issued First Lien Notes with face amount of at least $385.0 million and (b) issued not more than $140.0 million from the Second Lien Facility.

Exhibit D

Backstop Agreement

AMENDED AND RESTATED BACKSTOP COMMITMENT LETTER

November 17, 2010

PERSONAL AND CONFIDENTIAL

American Media, Inc.
American Media Operations, Inc.
1000 American Media Way
Boca Raton, Florida 33464

Attention: Christopher Polimeni
Executive Vice President and
Chief Financial Officer

Dear Sir:

You have advised Avenue Capital Management II, L.P. and its affiliates (collectively, "Avenue") and Angelo, Gordon & Co., L.P. and its affiliates (collectively, "AG;" together with Avenue, the "Backstop Parties") that American Media, Inc. ("Parent"), American Media Operations, Inc. ("AMO") and their respective subsidiaries (collectively, "you" or the "Company") intend to effect a financial restructuring and reorganization (collectively, the "Restructuring") of the Company, including with respect to the Company's outstanding obligations under the (i) $450 million term loan facility (the "Term Facility") under the Credit Agreement dated as of January 30, 2006, as amended and restated as of December 31, 2008, among AMO, Parent, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and Deutsche Bank Securities Inc., as syndication agent (as further amended, modified or otherwise supplemented from time to time, the "Credit Agreement"); (ii) $60 million revolving credit facility under the Credit Agreement; (iii) 14% Senior Subordinated Notes due 2013 (the "Subordinated Notes"); (iv) 8 7/8% Notes due 2011 (the "8 7/8% Notes"; together with the Subordinated Notes, the "Existing Notes"); and (v) 9% Senior PIK Notes due 2013 (the "PIK Notes"), pursuant to an in-court restructuring (the "Restructuring") on substantially the terms described in the solicitation and disclosure statement (the "Disclosure Statement") dated October 30, 2010, including the chapter 11 plan of reorganization attached as an exhibit thereto (as may be amended consistent with this Backstop Commitment Letter and the RSA, the "Plan").

As part of the Restructuring and as further described in the Disclosure Statement, the Company intends to obtain (a) new senior secured first lien financing in the form of (i) a new term loan or secured notes facility in an aggregate principal amount of not less than $385 million (the "New Term Financing") and within the range of the terms and conditions for such New Term Financing as set forth on the term sheet attached hereto (as modified by that certain pricing supplement dated November 16, 2010, the "Term Sheet") and (ii) new revolving credit financing in an aggregate principal amount of not less than $40 million (the "New Revolving Financing;" together with the New Term Financing, the "New First Lien Financing") on substantially the terms and conditions described in the commitment papers for New Revolving Financing being executed on or about the date here (the "New Revolver Commitment") and (b) new second lien

financing (the "New Second Lien Financing") in an aggregate principal amount of up to $115 million and within the range of the terms and conditions for such New Second Lien Financing as set forth on the Term Sheet.[1]

In connection with foregoing, but subject to the terms and conditions set forth herein, you have requested that each of the Backstop Parties commit, severally and not jointly, to purchase its allocable share (as determined in accordance with the commitment of each Backstop Party as set forth on Schedule 1 hereto) of the New Second Lien Financing (or, as an alternative mechanism to effectuate the foregoing, elect to receive on account of, or otherwise convert a portion of its share of the Term Loan Facility into New Second Lien Financing, as further described in Section 5.4 of the Plan, in a manner satisfactory to such electing Backstop Party) that is neither (i) purchased by or syndicated to third party investors nor (ii) retained by the holders of the Term Facility (other than the Backstop Parties) pursuant to Section 4.2(b) of the Plan in accordance with the procedures described in Section 5.4 of the Plan (such unsubscribed for New Second Lien Financing shall be referred to herein as the "Shortfall"). This backstop commitment letter agreement (together with all exhibits and schedules hereto, the "Backstop Commitment Letter") will confirm the understanding and agreement among the Backstop Parties and the Company in respect of the Shortfall, and shall supersede and replace in its entirety the Backstop Commitment Letter dated as of October 30, 2010.

I. The Commitment.

Based on the foregoing, each Backstop Party is pleased to confirm by this Backstop Commitment Letter its several and not joint commitment (the "Commitment") to purchase (or elect to receive or convert) or cause one or more of its affiliates to purchase (or elect to receive or convert) on the Closing Date its allocable share of the Shortfall as set forth on Schedule 1 hereto, upon the terms and conditions set forth or referred to in this Backstop Commitment Letter, including that the terms and conditions of the New Term Financing and the New Second Lien Financing are within the parameters set forth in the Term Sheet, and subject in all respect to the terms and conditions of that certain Restructuring Support Agreement being executed concurrently herewith (as amended and in effect from time to time, the "RSA") by and among the Company, the Backstop Parties and the other parties thereto; provided that in no event shall the New Second Lien Financing issued under the Plan (other than on account of the PIK Notes) exceed $115 million, which is the aggregate amount of the Commitments of the Backstop Parties, and in no event shall any Backstop Party be issued or put New Second Lien Financing hereunder or under the Plan (other than on account of the PIK Notes) in an aggregate amount greater than the Commitment of such Backstop Party as set forth on Schedule 1 hereto, subject to the proviso two paragraphs below; provided further however that if the Company, in its discretion, elects to have the New Second Lien Financing issued in an amount less than $115 million (excluding on account of the PIK Notes), then the Commitments of the Backstop Parties shall be reduced dollar-for-dollar, but allocated as among the Backstop Parties as provided on Schedule 1 hereto.

[1] It should be noted that the Plan also contemplates that additional New Second Lien Financing may be issued to the holders of PIK Notes.

If no portion of the New Second Lien Financing is purchased by third party investors as part of the syndication efforts, then the Backstop Parties shall notify the Company in writing as soon as practicable after being notified of same, but in no event later than the date that is ten (10) days after the Petition Date (as defined in the Plan), setting forth the final terms and conditions of the New Second Lien Financing, which shall be within the parameters set forth in the Term Sheet. In addition, each Backstop Party shall provide the Company with a funding approval certification in form and substance reasonably satisfactory to the Company by no later than five (5) days prior to the Confirmation Hearing as to the amount such Backstop Party reasonably believes it will be required to fund hereunder, and the parties shall endeavor in good faith to reconcile any discrepancies by the Confirmation Hearing.

The rights and obligations of each of the Backstop Parties under this Backstop Commitment Letter shall be several and not joint, and no failure by any Backstop Party to comply with any of its obligations under this Backstop Commitment Letter shall prejudice the rights of any other Backstop Party; provided that no Backstop Party shall be required to fund the commitment of another Backstop Party in the event such other Backstop Party fails to do so (the "Breaching Party"), but may at its option do so, in whole or in part, in which case such performing Backstop Party shall be entitled to all or a proportionate share, as the case may be, of the Initial Shares (as defined below) that would otherwise be issued to the Breaching Party.

II. Conditions.

The commitments and agreements of each Backstop Party described herein are subject to (i) the satisfaction (or due waiver by the Backstop Parties) of all the conditions precedent to the effectiveness of the Plan (subject only to the Backstop Parties concurrent funding of the Shortfall as contemplated hereunder), (ii) the Company's compliance in all material respects with its obligations hereunder and under the RSA, including that all of the representations and warranties made by the Company hereunder and thereunder shall be true and correct in all material respects, (iii) the RSA not having been terminated prior to the Closing Date (other than as a result of the acts or omissions of any Backstop Party), (iv) the negotiation, execution and delivery of a registration rights agreement between the Company and the Backstop Parties in form and substance reasonably satisfactory to the Backstop Parties with respect to the New Second Lien Term Financing to be issued to the Backstop Parties as contemplated hereunder, (v) the negotiation, execution and delivery of definitive documentation for the New First Lien Financing and the New Second Lien Financing, including an intercreditor agreement with the holders of the New First Lien Financing, in each case, within the range of terms and conditions set forth in the Term Sheet and otherwise in form and substance reasonably satisfactory to the Backstop Parties and (vi) the closing and funding of the New First Lien Financing and the New Second Lien Financing and the release of the proceeds thereof from the escrow as contemplated by the Plan. In addition, if a Breaching Party fails to fund its Commitment (the "Deficit") upon the satisfaction of each of the conditions set forth in the preceding sentence (the "Funding Date"), then the other Backstop Parties acting in good faith shall not be required to fund their respective Commitments (but may if they so chose) unless, within fifteen (15) days following the Funding Date, the Company finds an alternative purchaser for, and/or the non-breaching Backstop Parties agree to purchase, the Deficit portion of the New Second Lien Financing, with such Deficit being purchased on the Closing Date.

III. Fees and Expenses.

In consideration of the execution and delivery of this Backstop Commitment Letter by the Backstop Parties, you agree to pay from time to time the fees, costs and expenses of each Backstop Party (including, without limitation, the reasonable and documented fees and expenses of counsel), and you agree to use commercially reasonable efforts to obtain any necessary Bankruptcy Court approval of this Backstop Commitment Letter, including the payment of such fees, costs and expenses, as soon as practicable following the commencement of the Chapter 11 Cases. You also agree to provide each Backstop Party that is not otherwise in breach in any material respect of its obligations hereunder with the following additional compensation:

(a) On the Closing Date, the Backstop Parties (other than a Breaching Party) shall be entitled to a fully earned and nonrefundable fee payable in fully-paid and non-assessable shares of New Common Stock (as defined in the Plan) representing 5% (the "Backstop Percentage Interest") of the New Common Stock to be issued and outstanding immediately after giving effect to the Restructuring, including after the issuance of New Common Stock to the Backstop Parties on account of the Subordinated Notes and without dilution in respect of the Additional Shares (as defined below) (collectively, the "Initial Shares"), with such Initial Shares being allocated among the Backstop Parties as provided on Schedule 1 hereto; provided that if there is no Shortfall (and therefore the Backstop Parties will not be required to fund any portion of the New Second Lien Financing), then the Backstop Percentage Interest shall be reduced to 3.5%.

(b) In addition, on the Closing Date, each Backstop Party (other than a Breaching Party) shall be entitled to such additional fully-paid and non-assessable shares of New Common Stock (collectively, the "Additional Shares") as are required so that its Initial Percentage Ownership shall not be diluted by the issuance of the Initial Shares. "Initial Percentage Ownership" means, with respect to any Backstop Party, the fraction, expressed as a percentage, the numerator of which is the total number of shares of New Common Stock held by such Backstop Party and the denominator of which is the total number of shares of New Common Stock held by all of the stockholders of the Company, in each case, immediately after giving effect to the Restructuring but excluding the issuance of any Initial Shares or Additional Shares.

(c) On the Closing Date, each Backstop Party shall be entitled to a fee payable in cash equal to five (5%) percent of the aggregate face amount of New Second Lien Financing that are issued or put to such Backstop Party hereunder or under the Plan (other than on account of the PIK Notes).

Notwithstanding anything above to the contrary, all calculations of compensation pursuant to this Section III shall be made without giving effect to the issuance of any New Common Stock pursuant to the Equity Incentive Plan (as defined in the Plan).

IV. Information.

The Company represents and covenants that (i) all information (other than the financial projections) (the "Information") that has been or will be made available to any Backstop Party by you, or any of your affiliates or representatives is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (ii) the financial projections (the "Projections") that have been or will be made available to any Backstop Party by you, or any of your affiliates or representatives have been or will be prepared in good faith based upon reasonable assumptions. You agree to that if any time prior to the Closing Date, any of the representations in the preceding sentence would be incorrect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, the Information and Projections so that such representation will be correct in all material respects under those circumstances.

V. Indemnification.

The Company hereby agrees to indemnify and hold harmless each Backstop Party and each of its affiliates and all their respective officers, directors, partners, trustees, employees, shareholders, advisors, agents, representatives, attorneys and controlling persons and each of their respective heirs, successors and assigns (each, an "Indemnified Person") from and against any and all losses, claims, damages and liabilities to which any Indemnified Person may become subject arising out of or in connection with this Backstop Commitment Letter, the Restructuring, the New Second Lien Financing, any of the other transactions contemplated by this Backstop Commitment Letter, any other transaction related thereto or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto and whether or not the transactions contemplated hereby are consummated, and to reimburse each Indemnified Person promptly upon demand for all legal and other expenses reasonably incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein); provided that no Indemnified Person will be entitled to indemnity hereunder in respect of any loss, claim, damage, liability or expense to the extent that it is found by a final, non-appealable judgment of a court of competent jurisdiction that such loss, claim, damage, liability or expense resulted directly from the gross negligence or willful misconduct of such Indemnified Person. If for any reason the foregoing indemnification is unavailable to an Indemnified Person or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage or liability in such proportion to reflect the economic interests of (i) the Company and its respective affiliates, stockholders or other equity holders on the one hand and (ii) such Indemnified Person on the other hand in the matters contemplated by this Backstop Commitment Letter and the Restructuring as well as the relative fault of (i) the Company and its respective affiliates, stockholders or other equity holders on the one hand and (ii) such Indemnified Person on the other hand with respect to such loss, claim, damage or liability and any other relevant equitable

considerations. In no event will any Indemnified Person be liable on any theory of liability for indirect, special or consequential damages, lost profits or punitive damages as a result of any failure to fund its obligations under the Commitment, the Restructuring and the New Second Lien Financing contemplated hereby or otherwise in connection with the Commitment, the Restructuring or the New Second Lien Financing. No Indemnified Person will be liable for any damages arising from the use by unauthorized persons of information, projections or other materials sent through electronic, telecommunications or other information transmission systems that are intercepted by unauthorized persons.

VI. Expiration of Commitment.

The Commitments hereunder will expire at 5:00 p.m., New York City time, on November 17, 2010, unless on or prior to such time you have executed and returned to the Backstop Parties a copy of this Backstop Commitment Letter. If you do so execute and deliver to the Backstop Parties this Backstop Commitment Letter, each Backstop Party agrees to hold its Commitments available for you until the earliest of (i) the issuance of the New First Lien Financing and the New Second Lien Financing in connection with the Restructuring and the release of the proceeds thereof from the escrow as contemplated by the Plan (the "Closing Date") and our having satisfied our Commitments hereunder with respect to any Shortfall, (ii) the termination of the RSA pursuant to Section 5 thereunder (other than as a result of the acts or omissions of any Backstop Party), (iii)the termination or expiration of the New Revolving Commitment (other than in connection with the closing), (iv) 5:00 p.m., New York City time, on February 15, 2011 and (v) the occurrence and continuance of a Material Adverse Effect that has not been waived by Avenue and AG or cured after five (5) business days' prior notice was given by the Backstop Parties to the Company. For purposes hereof, "Material Adverse Effect" means any fact, event, change, effect, development, condition or occurrence that has had or would reasonably be expected to have a material adverse effect on or with respect to the business, assets, liabilities, financial condition or results of operations of the Company, taken as a whole ; provided that none of the following (or the effects or results thereof) in and of itself shall constitute or shall be considered in determining whether there shall have occurred a Material Adverse Effect: (i) the commencement of the Chapter 11 Cases; (ii) any change in law or accounting standards or interpretations thereof applicable to the Company; (iii) general changes in economic, business or political conditions; (iv) general changes in the securities, credit or financial markets or in the banking industry; (v) general changes in the business in which the Company operates and (vi) any acts of god, natural disasters or acts of war, terrorism, insurrection or civil disobedience.

VII. Confidentiality.

This Backstop Commitment Letter and the terms and conditions contained herein may not be disclosed by the Company to any person or entity (other than to such of your officers, directors, agents, attorneys and advisors (and such advisors' officers, directors, agents and advisors) as need to know and agree to be bound by the provisions of this paragraph) without the prior written consent of each Backstop Party; provided that upon the Solicitation Commencement Date the Company may disclose the terms and conditions of this Backstop Commitment Letter, other than the Term Sheet and Schedule 1 hereto, in the Disclosure Statement or otherwise disclose this Backstop Commitment Letter as may be required by

applicable law, including applicable securities law in the opinion of the Company's outside securities counsel, or pursuant to an order of a court of competent jurisdiction or any other governmental authority or as necessary to effectuate the Restructuring in connection with the Chapter 11 Cases; provided further that the Company shall not disclose the contents of the Term Sheet or Schedule 1 unless required to do so under applicable law or court order.

You acknowledge that each Backstop Party and its affiliates may be providing debt financing, equity capital or other services to other entities in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. No Backstop Party or any of its affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this Backstop Commitment Letter or their other relationships with you in connection with the performance by each Backstop Party or such affiliates of services for other entities, and none of the Backstop Parties or any of their affiliates will furnish any such information to other entities. You also acknowledge that none of the Backstop Parties or any of their affiliates has any obligation to use in connection with the transactions contemplated by this Backstop Commitment Letter, or to furnish to you, confidential information obtained from other entities.

VIII. Assignment.

The parties hereto agree that no Backstop Party may sell, transfer, negotiate or assign its rights and obligations (in whole or in part) under this Backstop Commitment Letter and the Commitment (other than to another Backstop Party or an affiliate of a Backstop Party), without the consent of each other Backstop Party and the Company, and that the Company shall have no right to sell, transfer, negotiate or assign its rights hereunder and any such sale, transfer, negotiation or assignment shall be void ab initio.

IX. Survival.

The provisions of this Backstop Commitment Letter relating to the payment of fees and expenses, indemnification and contribution and confidentiality and the provisions of Sections III, V, VII, VII, IX, X and XI hereof will survive the expiration or termination of the Commitments or this Backstop Commitment Letter (including any extensions) and the execution and delivery of definitive financing documentation.

X. Choice of Law; Jurisdiction; Waivers.

This Backstop Commitment Letter will be governed by and construed in accordance with the laws of the State of New York. The parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York State court or Federal court sitting in the County of New York in respect of any suit, action or proceeding arising out of or relating to the provisions of this Backstop Commitment Letter and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court. The parties hereto hereby waive any objection that they may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any

right to trial by jury with respect to any action or proceeding arising out of or relating to this Backstop Commitment Letter. Notwithstanding the foregoing consent to jurisdiction, upon the commencement of a proceeding under the Chapter 11 Cases each of the parties hereto agrees that the Bankruptcy Court shall have non-exclusive jurisdiction with respect to any matter under or arising out of or in connection with this Backstop Commitment Letter.

XI. Miscellaneous.

This Backstop Commitment Letter may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed signature page of this Backstop Commitment Letter by facsimile transmission will be effective as delivery of a manually executed counterpart hereof. This Backstop Commitment Letter may not be amended or waived except by an instrument in writing signed by each of Avenue, AG and you.

This Backstop Commitment Letter, the Term Sheet, the RSA, the Disclosure Statement, the Plan and the exhibits hereto and thereto or in any supplement thereto set forth the entire understanding of the parties hereto as to the scope of the Commitments and the obligations of the Backstop Parties hereunder. This Backstop Commitment Letter supersedes all prior understandings and proposals, whether written or oral, between the Backstop Parties and you relating to the Shortfall and the Commitments.

This Backstop Commitment Letter has been and is made solely for the benefit of the parties signatory hereto and the Indemnified Persons, and nothing in this Backstop Commitment Letter, expressed or implied, is intended to confer or does confer on any other person or entity any rights or remedies under or by reason of this Backstop Commitment Letter or the agreements of the parties contained herein.

You acknowledge that each Backstop Party may be (or may be affiliated with) a full service financial firm and as such from time to time may, together with its affiliates, effect transactions for its own account or the account of customers, and hold long or short positions in debt or equity securities or loans of business entities that may be the subject of the transactions contemplated by this Backstop Commitment Letter. You hereby waive and release, to the fullest extent permitted by law, any claims you have with respect to any conflict of interest arising from such transactions, activities, investments or holdings, or arising from the failure of any Backstop Party or any of its respective affiliates to bring such transactions, activities, investments or holdings to your attention.

You acknowledge that the transactions contemplated by this Backstop Commitment Letter are arms-length commercial transactions and that each Backstop Party is acting as principal and in its own best interests. The Company is relying on its own experts and advisors to determine whether the transactions contemplated by this Backstop Commitment Letter are in the Company's best interests. You agree that each Backstop Party will act under this Backstop Commitment Letter as an independent contractor and that nothing in this Backstop Commitment Letter, the nature of our services, or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between each Backstop Party on the one hand and the Company, its stockholders or its affiliates on the other hand.

You agree to provide us, prior to the Closing Date, with all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the U.S.A. Patriot Act.

If you are in agreement with the foregoing, kindly sign and return to us the enclosed copy of this Backstop Commitment Letter.

Very truly yours,

AVENUE CAPITAL MANAGEMENT II, L.P., on behalf of:

AVENUE INVESTMENTS, L.P.

AVENUE INTERNATIONAL MASTER, L.P.

AVENUE-CDP GLOBAL OPPORTUNITIES FUND, L.P.

AVENUE SPECIAL SITUATIONS FUND IV, L.P.

AVENUE SPECIAL SITUATIONS FUND V, L.P.

By: AVENUE CAPITAL MANAGEMENT II, GENPAR LLC, its general partner

By: ______________________________

Name: Sonia Gardner

Title: Member

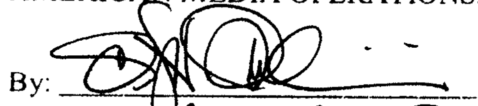
AMENDED AND RESTATED BACKSTOP COMMITMENT LETTER SIGNATURE PAGE

ANGELO, GORDON & CO., L.P., on behalf of certain funds and managed accounts

By: *[signature]*
Name: Thomas M. Fuller
Title: Authorized Signature

Accepted and agreed to as of the
date first above written:

AMERICAN MEDIA, INC.
AMERICAN MEDIA OPERATIONS, INC.



By: ______________________
Name: CHRISTOPHER POLIMENI
Title: EVP - CFO & TREASURER

AMENDED AND RESTATED BACKSTOP COMMITMENT LETTER SIGNATURE PAGE