

EXECUTION COPY

J.P. MORGAN SECURITIES  
LLC  
270 Park Avenue  
New York, New York 10017

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

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

CONFIDENTIAL

October 30, 2010

American Media, Inc.  
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

Fee Letter

Ladies and Gentlemen:

Reference is made to the engagement letter dated the date hereof (including the exhibits and other attachments thereto, the "*Engagement Letter*") among us and you. Terms used but not defined in this letter agreement shall have the meanings assigned thereto in the Engagement Letter.

1. Fees.

In any Offering of first lien debt securities (including the First Lien Notes) that is consummated prior to termination of the Engagement Letter 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 (the "*First Lien Fee*"). 25.0% of the First Lien Fee will be payable upon the execution of the firm commitment purchase agreement, placement agreement or underwriting agreement in connection with the offering of the first lien debt securities. 25.0% of the First Lien Fee will be payable upon the funding into escrow of the proceeds of the first lien debt securities and the remainder of such fee shall be payable on, and subject to the occurrence of, the Release Date or in connection with a Special Mandatory Redemption.

## 2. Expense Reimbursement.

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 (including, without limitation, reasonable and documented fees, disbursements and other charges of outside legal counsel) incurred in connection with the Proposed Transactions; provided that, the amount of costs and expenses reimbursed by you pursuant to this letter agreement shall not exceed

AMI and the Company further agree, jointly and severally, to pay all expenses incurred by the Company in connection with any "road show" presentation to potential investors (except that, the Investment Banks and any other underwriter, initial purchaser or placement agent appointed pursuant to Section 2 of the Engagement Letter, shall pay 50% of the cost of any aircraft used in connection with the "road show"). All such expenses shall be payable upon issuance of the Securities out of the proceeds thereof.

In the event that during the period commencing on the date hereof and ending on the date that is 95 days after the date hereof you or any of your affiliates consummate the Restructuring in a transaction financed in part by the issuance of debt securities similar to the Securities (any such transaction, an "Alternate Transaction" without each Investment Bank acting in a Titled Capacity in connection with the financing required for the Transactions (other than a bank or syndicated credit financing), then you agree to pay to the Investment Bank not acting in such a Titled Capacity at the time of consummation of the Alternate Transaction, an amount equal to the fees that would have been payable pursuant to paragraph 1 above if such Investment Bank had acted in a Titled Capacity with respect to such financing; provided that (i) no fees shall be payable to an Investment Bank under this paragraph (c) if (x) such Investment Bank was offered a bona fide right of first refusal to arrange such debt securities while acting in a Title Capacity with respect to such debt securities and (y) such Investment Bank declined such offer and (ii) an amount equal to the fees that would have been payable pursuant to paragraph 1 above if such Investment Bank had acted in a Titled Capacity with respect to such financing shall be payable if such Investment Bank was not offered such bona fide right of first refusal.

## 3. General.

You agree that, once paid, the fees or any part thereof payable hereunder and under the Engagement Letter will not be refundable under any circumstances except as provided in the next sentence. Each Investment Bank agrees that to the extent (a) any of the First Lien Fees or Second Lien Fees have been paid, (b) the associated notes are either never issued or are redeemed pursuant to a Special Mandatory Redemption and (c) subsequent thereto, you consummate another Offering to effect the Restructuring (a "Subsequent Offering") in accordance with the Engagement Letter and the terms hereof, then you will be entitled to credits of such First Lien Fees or Second Lien Fees paid with respect to any fees payable to such Investment Bank in connection with such Subsequent Offering; provided that in no event shall (i) the amount of any credit from any Investment Bank pursuant to this letter agreement exceed the amount of the First Lien Fees and Second Lien Fees actually paid to such Investment Bank and (ii) any Investment Bank be responsible for any credit to be provided hereunder by any other Investment Bank. All fees payable hereunder and under the Engagement Letter will be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim. All fees received by the Investment Banks hereunder or under the Engagement Letter may be shared among the Investment Banks and their affiliates as the Investment Banks may determine in their sole discretion.

You agree that (i) you will not disclose this letter agreement or the contents hereof other than as permitted by the Engagement Letter and (ii) your obligations under this letter agreement shall survive the expiration or termination of the Engagement Letter.

This letter agreement may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. **THIS LETTER AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** This letter agreement 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 letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement. Section headings used herein are for convenience of reference only, are not part of this letter agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this letter agreement. The provisions of Section 8 of the Engagement Letter are incorporated herein as though fully set forth herein.

[Remainder of this page intentionally left blank]



If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

**J.P. MORGAN SECURITIES LLC**

By 

Name:

Title:

Richard P. Gabriel  
Managing Director

DEUTSCHE BANK SECURITIES INC.

By Stephanie Perry  
Name: Stephanie Perry  
Title: Managing Director

By Alexandra Bahr  
Name: Alexandra Bahr  
Title: Managing Director

**CREDIT SUISSE SECURITIES (USA) LLC**

By *Jeb Shwik*  
Name: *Jeb Shwik*  
Title: *Director*

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

[Signature Page to Engagement Fee Letter]

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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.  
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  
Fee Letter

Ladies and Gentlemen:

Reference is made to the commitment letter dated the date hereof (including the exhibits and other attachments thereto, the "*Commitment Letter*") among us and/or our affiliates and you. Terms used but not defined in this letter agreement shall have the meanings assigned thereto in the Commitment Letter.

1. Revolving Facility Fees.

As consideration for the commitments and agreements under the Commitment Letter with respect to the Revolving Facility, you agree to pay to each Initial Lender (or its designated affiliate), for its own account, an arrangement fee (the "*Arrangement Fee*")

20.0% of the Arrangement Fee will be payable upon your execution of the Commitment Letter and the remainder of such fee shall be payable on, and subject to the occurrence of, the Closing Date.

The Arrangement Fees are in addition to the Upfront Fee (as defined below). Any additional front-end fees paid to Lenders shall be paid by the Initial Lenders out of the Arrangement Fees.

In connection with the syndication of the Revolving Facility, the Financial Institutions may allocate to the Lenders portions of any fees payable to it in connection therewith.



In its capacity as administrative agent in respect of the Revolving Facility, JPMorgan Chase Bank, N.A. ("**JPMCB**") will be paid an annual administration fee (the "**Revolving Facility Administration Fee**")

The first payment of such annual Revolving Facility Administration Fee will be due on the Closing Date, and each payment of such annual Revolving Facility Administration Fee thereafter will be due in advance on each anniversary of the Closing Date prior to the termination of the Revolving Facility. Such annual Revolving Facility Administration Fee will be in addition to any reimbursement of JPMCB's out-of-pocket expenses required by the definitive documentation relating to the Revolving Facility.

In addition to and independent of the fees above, the Revolving Facility will provide for an upfront fee (the "**Upfront Fee**") to the Lenders on the Closing Date

payable on the Closing Date.

In the event that the Borrower or any of its affiliates (collectively, the "**Related Parties**") consummate the transactions contemplated in the Commitment Letter or any similar transaction prior to the first anniversary of the date hereof without any of the Arrangers acting as arrangers and bookrunners for any debt financing in connection with the transactions contemplated in the Commitment Letter, unless such Arranger has expressed to you that it is unwilling to act (for any reason, including your failure to meet any of the conditions precedent set forth in the Commitment Letter) on the part of such Arranger to arrange the Revolving Facility and such affiliated Initial Lender to fund the Revolving Facility in accordance with the Commitment Letter and the Term Sheet (any such transaction an "**Alternate Transaction**"), you agree in such case to pay 50% of the Arrangement Fee less any amounts paid on the date hereof otherwise owing to such Arranger, in each case immediately upon the consummation of such Alternate Transaction.

2. **Expense Reimbursement.** (a) In addition to the compensation to be paid to the Initial Lenders, as provided in Section 1 above, without regard to whether a Restructuring is consummated or this Fee Letter expires or is terminated, you shall pay to, or on behalf of, the Arrangers, promptly as billed, all reasonable fees, disbursements and out-of-pocket expenses as incurred by the Arrangers in connection with their services to be rendered hereunder (including, without limitation, the reasonable fees of Cahill Gordon & Reindel LLP ("**Cahill**"), the Arrangers' counsel). In connection therewith, the Arrangers agree to provide reasonable backup relating to such expenses to the extent requested by you and, if applicable, as may be requested by any bankruptcy court. Upon execution of this Fee Letter, you shall make an advanced payment to Cahill in the amount (the "**Advanced Payment**"). This Advanced Payment, and all future payments to be made to Cahill in accordance with this Agreement, shall be made via wire transfer and shall become the property of Cahill immediately upon receipt, and such Advanced Payments may be used by Cahill at any time without restriction and will not be put into a trust, escrow, or other segregated account. Cahill will provide you with monthly statements of fees and expenses summarizing categories of attorney time expended on this matter and expenses categorized in accordance with Cahill's normal



billing practices. To the extent that any such monthly statement is less than the Advanced Payment, upon request from Cahill, together with reasonable backup to the extent requested by you and, if applicable, as may be requested by any bankruptcy court, you shall immediately pay to Cahill the required further amount to bring the Advanced Payment amount as of the billing date up to \_\_\_\_\_ to the extent the amount of any such monthly statement is greater than the Advanced Payment, you shall immediately pay to Cahill the full amount of such monthly statement. When Cahill has completed its services under this Agreement, its final statement will reflect the amount, if any, by which the accumulated Advanced Payments have exceeded accumulated charges for its services, and it shall pay that amount to you. Notwithstanding your obligations, Cahill's duties under this Agreement run solely to the Arrangers, and Cahill is not authorized, and will not purport to be, an agent of yours for any purpose. Your payment of Cahill's fees and expenses shall not affect any privileges that may attach to all communications and correspondence between Cahill and the Arrangers or any work product or analyses prepared by Cahill for the Arrangers in connection with this matter.

In addition to the compensation to be paid to the Initial Lenders, as provided in Section 1 above, without regard to whether a Restructuring is consummated or this Fee Letter expires or is terminated, you shall pay to, or on behalf of, the Arrangers, promptly as billed, all reasonable fees, disbursements and out-of-pocket expenses as incurred by the Arrangers in connection with their services to be rendered hereunder (including, without limitation, the reasonable fees of Wachtell, Lipton, Rosen & Katz ("*Wachtell*"), the Arrangers' counsel). In connection therewith, the Arrangers agree to provide reasonable backup relating to such expenses to the extent requested by you and, if applicable, as may be requested by any bankruptcy court. Upon execution of this Fee Letter, you shall make an advanced payment to Wachtell in the amount of \_\_\_\_\_ (the "*Advanced Payment*"). This Advanced Payment, and all future payments to be made to Wachtell in accordance with this Agreement, shall be made via wire transfer and shall become the property of Wachtell immediately upon receipt, and such Advanced Payments may be used by Wachtell at any time without restriction and will not be put into a trust, escrow, or other segregated account. Wachtell will provide you with monthly statements of fees and expenses summarizing categories of attorney time expended on this matter and expenses categorized in accordance with Wachtell's normal billing practices. To the extent that any such monthly statement is less than the Advanced Payment, upon request from Wachtell, together with reasonable backup to the extent requested by you and, if applicable, as may be requested by any bankruptcy court, you shall immediately pay to Wachtell the required further amount to bring the Advanced Payment amount as of the billing date up to \_\_\_\_\_, to the extent the amount of any such monthly statement is greater than the Advanced Payment, you shall immediately pay to Wachtell the full amount of such monthly statement. When Wachtell has completed its services under this Agreement, its final statement will reflect the amount, if any, by which the accumulated Advanced Payments have exceeded accumulated charges for its services, and it shall pay that amount to you. Notwithstanding your obligations, Wachtell's duties under this Agreement run solely to the Arrangers, and Wachtell is not authorized, and will not purport to be, an agent of yours for any purpose. Your payment of Wachtell's fees and expenses shall not affect any privileges that may attach to all

communications and correspondence between Wachtell and the Arrangers or any work product or analyses prepared by Wachtell for the Arrangers in connection with this matter

3. General.

You agree that, once paid, the fees or any part thereof payable hereunder and under the Commitment Letter will not be refundable under any circumstances (other than as provided herein). All fees payable hereunder and under the Commitment Letter will be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim. All fees received by the Financial Institutions hereunder or under the Commitment Letter may be shared among the Financial Institutions and their affiliates as the Financial Institutions may determine in their sole discretion.

You agree that (i) you will not disclose this Fee Letter or the contents hereof other than as permitted by the Commitment Letter and (ii) your obligations under this Fee Letter shall survive the expiration or termination of the Commitment Letter and the funding of the Revolving Facility.

It is understood that this Fee Letter shall not constitute or give rise to any obligation on the part of the Financial Institutions to provide or arrange any financing; such an obligation will arise only under the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. **THIS FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** This Fee 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 Fee Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Fee Letter. Section headings used herein are for convenience of reference only, are not part of this Fee Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Fee Letter. The provisions of Section 10 of the Commitment Letter are incorporated herein as though fully set forth herein.

[Remainder of this page intentionally left blank]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us.

Very truly yours,

**JPMORGAN CHASE BANK, N.A.**

By 

Name: **Peter B. Thauer**  
Title: **Executive Director**

**J.P.MORGAN SECURITIES LLC**

By \_\_\_\_\_

Name:  
Title:



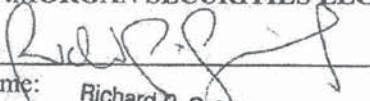
If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us.

Very truly yours,

**JPMORGAN CHASE BANK, N.A.**

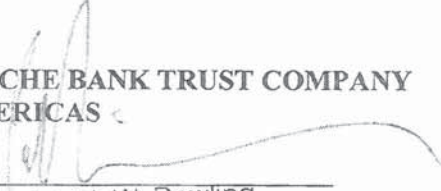
By \_\_\_\_\_  
Name:  
Title:

**J.P.MORGAN SECURITIES LLC**

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

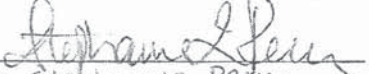


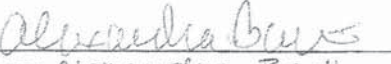
**DEUTSCHE BANK TRUST COMPANY  
AMERICAS**

By   
Name: Patrick W. Dowling  
Title: Director


By   
Name:  
Title:

**DEUTSCHE BANK SECURITIES INC.**

By   
Name: Stephanie Perry  
Title: Managing Director

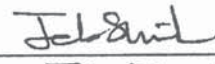
By   
Name: Alexandra Barth  
Title: Managing Director

**CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH**

By  \_\_\_\_\_  
Name: JUDITH E. SMITH  
Title: MANAGING DIRECTOR

By  \_\_\_\_\_  
Name: Christopher Reo Darr  
Title: Associate

**CREDIT SUISSE SECURITIES (USA) LLC**

By  \_\_\_\_\_  
Name: Jeb Slowik  
Title: Director

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

[Signature Page to Fee Letter]

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