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IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR ORANGE COUNTY, FLORIDA

FRONTPAGE ATTRACTIONS, LLC,

Plaintiff,

vs.

CASE NO.

WORLDWIDE MEDIA SERVICES GROUP, INC. f/k/a AMERICAN MEDIA, INC., successor by merger to AMERICAN MEDIA OPERATIONS, INC.,

Defendant.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, FRONTPAGE ATTRACTIONS, LLC ("Frontpage"), sues Defendant, WORLDWIDE MEDIA SERVICES GROUP, INC. f/k/a AMERICAN MEDIA, INC., successor by merger to AMERICAN MEDIA OPERATIONS, INC. ("AMI"), and alleges:

INTRODUCTION

1. In 2010, Plaintiff, Frontpage, with great promise entered into an Intellectual Property License Agreement (the "Agreement"), as renewed, with AMI to open themed visitor attractions (the "Attraction" or "Attractions") based upon the iconic tabloid, the "National Enquirer," the rights to which AMI owned or controlled. The crescendo of anticipation regarding the Attraction climaxed on October 22, 2018, when AMI's CEO, David Pecker ("Pecker"), with great aplomb, anointed the Attraction with the name "National Enquirer Live!," promising a star-studded grand opening for which he pledged even having President Donald Trump send a live congratulatory Tweet to the visitors. The seeming support from AMI and Pecker led Frontpage to expend substantial funds toward the Attraction.

2. All of the excitement and support from AMI, though, came to an abrupt halt beginning in January of 2019—for reasons which only later became known due to its intense public scrutiny of the relationship with President Donald Trump—when AMI began a campaign of thwarting, impeding, and generally preventing Frontpage from utilizing the intellectual property (e.g., trademarks and service marks; written, graphic, and photographic content of publications; trade dress, etc.) (the "National Enquirer IP") associated with the National Enquirer brand, all designed to kill the project. However, by then, Frontpage already had expended millions of dollars in design, development, and construction to build the Attraction. In a final gesture to shake down Frontpage, David Pecker demanded Frontpage pay $500,000.00 before opening, and when Frontpage refused the demand, AMI intensified its efforts to disable the Attraction, ultimately stripping it of almost all vestiges of any National Enquirer content. Having been deprived of the ability to use the National Enquirer IP, Frontpage eventually had to change the name of the Attraction to "Beyond the Lens!" The loss of use of the National Enquirer IP and the ability in good faith to brand the Attraction with the "National Enquirer" name caused Frontpage to suffer millions of dollars in damage for which it brings this action.

JURISDICTION, PARTIES, AND VENUE

3. This is an action that includes claims for damages that exceed $30,000.00, exclusive of interest, costs, and attorneys' fees.

4. At all times material to this action, Plaintiff, Frontpage, has been a Florida limited liability company.

5. At all times material to this action, Defendant, AMI, has been a Delaware corporation with its principal place of business located in Florida.

6. AMI is subject to the jurisdiction of this Court under Section 48.193(1)(a)(1), (2), (7), and (9), Florida Statutes, because it conducted, engaged in, or carried on business in this state;

committed a tort in this state; breached a contract in this state and within this judicial district; and entered and breached a contract that complies with Section 685.102, Florida Statutes, causing damage to Frontpage within this state.

7. AMI is also subject to the jurisdiction of this Court under Section 48.193(2), Florida Statutes, because it engaged in substantial and not isolated activity within the state of Florida.

8. Moreover, AMI submitted itself to the jurisdiction of this Court under the Agreement between AMI and Frontpage, a true and correct copy of which is attached hereto as **Exhibit "A."** Specifically, the Agreement states:

> *Where Federal subject matter or diversity jurisdiction exists in respect of a dispute which the parties cannot themselves resolve amicably, the parties designate the United States District Court for the Middle District of Florida as the exclusive forum for resolution of that dispute, and both parties hereby agree to submit themselves and the dispute to the exclusive jurisdiction of said Court. Where Federal subject matter or diversity jurisdiction in respect of such dispute does not exist, the parties designate the Ninth Judicial Circuit Court of Florida, as appropriate to original jurisdiction, as the exclusive forums for the resolution of that dispute and agree to submit themselves and the dispute to the jurisdiction of those Courts*.

(Ex. A at ¶ 13.)

9. Under Section 47.051, Florida Statutes, venue is proper in Orange County, Florida, because the causes of action accrued in Orange County, and because AMI contractually agreed to litigate all disputes in Orange County.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

10. In 2010, Frontpage, a developer and operator of visitor entertainment attractions, conceived the idea for a series of attractions which would bring to life some of the most famous and controversial stories covered in the National Enquirer tabloid magazine (the "Attraction" or "Attractions"). The Attractions would feature interactive exhibits, including expositions about how the stories were obtained, telling the stories behind the stories.

11. To acquire the rights to showcase the National Enquirer content in its Attractions, on April 27, 2010, Frontpage entered the Agreement, as renewed, with American Media Operations, Inc., then a subsidiary of AMI, the publisher of the National Enquirer. American Media Operations, Inc. later merged into AMI.

12. Under the Agreement, *inter alia*, AMI granted Frontpage an exclusive license to, "*use, reproduce, distribute copies of, make derivative works of, publish, distribute, display, perform, broadcast, and transmit*" the National Enquirer IP, and warranted that it owned or held the rights to license the National Enquirer IP to Frontpage. To acquire these rights, Frontpage paid AMI an initial license fee in the amount of $75,000.00.

13. AMI initially represented to Frontpage that it held rights to the content of its stories, including, rights to thousands of pictures published in the National Enquirer.

14. AMI gave Frontpage unfettered access to the National Enquirer IP from AMI's databases, digital files, and its archive room at the AMI office in Florida, even loaning an AMI employee to Frontpage for five (5) months to source the material.

15. On October 22, 2018, Frontpage presented its plans for the Attraction to Pecker, AMI's CEO, and he expressed great enthusiasm for the project. Pecker even gave the Attraction its name, dubbing it "National Enquirer Live!" Pecker could not have been any more eager, promising to organize a star-studded press conference in New York City to announce the Attraction, participate in and invite celebrities to the grand opening, and promote the National Enquirer Live! in its publications. He even promised a congratulatory tweet from President Donald Trump.

16. With seemingly unbridled support from AMI, Frontpage invested millions of dollars to plan, develop, construct, and promote the Attraction, with a planned opening of the first

location in Pigeon Forge in May of 2019, and a second location in Branson, Missouri, to follow later.

17. AMI's and Pecker's enthusiasm for the Attraction, feigned or real, dissipated after public disparagement and obloquy about AMI's and Pecker's involvement in a number of "catch-and-kill" schemes about public and media celebrities intensified.[1] This scrutiny caused AMI and Pecker to reverse course and commence a campaign designed to undermine the Attraction with the intent of discouraging its opening.

18. The enthusiasm expressed in the October 22, 2018, meeting later even gave way to an ominous demand by Pecker for an illegal $500,000.00 cash payment to secure AMI's continued cooperation in supporting the Attraction:

From: Marlin, Derek <dmarlin@amilink.com>
Sent: Sunday, February 3, 2019 8:12 AM
To: Steve Nichols <steve@nicholsmediagroup.com>
Cc: Robin Turner <robin@robinlturner.com>
Subject: Re: EXTERNAL* Addendum to Agreement for National Enquirer Live!

Good morning gentlemen,

I'm sorry this response has taken so long to get to you.

A couple of weeks ago we were asked to price out several of our business lines, including licensing, to see what our actual time and costs were worth in $$$ amounts. In putting together these updated P&L's we came back with numbers more aligned with our current deals. I won't bore you with the details but to get all that you're asking from us, all the bells and whistles you want and need to get AMI behind this, including asks from your recent note, David asks for $500k to get started and a minimum guarantee of $300k annually per year going forward. The guarantee would be offset by the royalties as with all traditional licensing agreements.

If you'd like, I can make myself available Monday before 1pm to chat via phone.

Let me know your thoughts.

[1] The phrase catch-and-kill refers to a public relations strategy practiced by media companies to purchase sensitive or derogatory stories from witnesses in exchange for a covenant of non-disclosure. Once AMI "caught" the information, it "killed" the prospect the information would be made known.

19. Frontpage rejected the demand for the illegal payment, and AMI intensified its efforts to thwart the Attraction. Despite the fact that AMI had allowed Frontpage access to the National Enquirer IP to procure, harvest, cultivate, copy, and assemble the materials in the months immediately preceding the scheduled opening, AMI began heavily censoring the previously approved materials, making repeated threats to Frontpage about use of the material. During the censorship, AMI further made threats of legal action against Frontpage, claiming, for the first time, that it did not have rights to many photos.

20. Shortly before the Pigeon Forge Attraction was set to open, and even though a majority of Frontpage's exhibits had been finalized, AMI also forbade Frontpage from making any mention in its exhibits of a long list of famous individuals featured in the most sensational National Enquirer stories. This most particularly applied to any content pertaining to President Donald Trump. This included forcing Frontpage to remove a previously approved exhibit concerning Trump that cost over $100,000.00 to create, and which featured a Trump photo.

21. AMI, dealing the intended catastrophic blow to the Attraction, essentially scrubbed the Attraction of any trace of National Enquirer content, frustrating the purpose of the Attraction and essentially rendering useless Frontpage's exclusive license.

22. Amid unrelenting criticism from AMI, which included a legal threat for Frontpage's mentioning the terms of the relationship with AMI, Frontpage nonetheless opened the Pigeon Forge Attraction, albeit in a severely diminished state, largely devoid of any unique National Enquirer content, hardly reflective of the National Enquirer brand. The actions of AMI so depleted the Attraction that Frontpage made the difficult decision to change the name and brand of the Attraction from "National Enquirer Live!" to "Beyond the Lens!" to avoid public criticism

about misrepresenting an association with the National Enquirer given the paucity of National Enquirer content.

23. The interference, lack of cooperation, and ultimate embargo of using National Enquirer IP caused Frontpage to incur over **$2,000,000.00** to first comply with AMI's demands, and ultimately re-brand the entire Pigeon Forge Attraction.

24. This also caused Frontpage to incur another **$2,000,000.00** to redesign the Branson, Missouri Attraction.

25. As a direct and proximate result of AMI's actions, Frontpage has suffered direct and consequential damages.

26. All general and statutory conditions precedent to bringing this action have been performed, have occurred, have been waived, or have otherwise been excused by the Defendant's actions.

COUNT I
ACTION FOR BREACH OF CONTRACT — INTELLECTUAL PROPERTY LICENSE AGREEMENT

27. Frontpage sues AMI for damages that exceed $30,000.00 for breach of contract.

28. Frontpage realleges, incorporates, and asserts by reference the allegations set forth above in paragraphs 1 through 26.

29. Frontpage and AMI entered the Agreement.

30. Under the Agreement, AMI agreed that it would not unreasonably withhold consent to the use of the National Enquirer IP in Frontpage's exhibits.

31. Moreover, under the Agreement, AMI represented and warranted that it owned or held the rights to license the National Enquirer IP to Frontpage.

32. AMI materially breached the Agreement when it, unreasonably and in bad faith, heavily censored the previously approved materials, refused to approve Frontpage's exhibits, and forbade Frontpage from making any reference to a long list of individuals, including President Trump.

33. Alternatively, AMI materially breached the Agreement because it did not own or hold the rights to many of the materials comprising the National Enquirer IP provided to Frontpage.

34. As a direct and proximate result of AMI's actions, Frontpage has suffered direct and consequential damages.

35. Frontpage has retained the law firm of Byrd Campbell, P.A., agreeing to pay reasonable fees for its services.

36. Under the Agreement, Frontpage is entitled to recover from AMI all reasonable attorneys' fees and costs incurred in enforcing the Agreement.

WHEREFORE, Frontpage demands judgment against AMI for compensatory damages, prejudgment interest, attorneys' fees, and costs.

COUNT II
ACTION FOR FRAUD

37. Frontpage sues AMI for damages that exceed $30,000.00 for fraud.

38. Frontpage realleges, incorporates, and asserts by reference the allegations set forth above in paragraphs 1 through 26.

39. AMI provided Frontpage access to the National Enquirer IP, thereby representing its right to license use of the materials to Frontpage.

40. To the extent AMI had no rights to the National Enquirer IP, AMI made material misrepresentations and omitted the disclosure of material facts regarding its ownership of and rights to the materials comprising the National Enquirer IP.

41. AMI knew or should have known if it did not own or have rights to the materials.

42. AMI knew or should have known that these material misrepresentations and omissions would have been false and misleading.

43. At the time of making these material misrepresentations and omissions, AMI, with wanton and willful disregard, intended to induce Frontpage to rely on them.

44. Frontpage reasonably relied on AMI's representations and omissions when it expended millions of dollars to design, develop, construct, and promote the Attractions based upon the National Enquirer IP.

45. Had Frontpage known of the material misrepresentations and omissions, it would not have expended millions of dollars to design, develop, construct, and promote the Attractions as it did.

46. As a direct and proximate result of the misrepresentations and omissions made by AMI, Frontpage has suffered direct and consequential damages.

WHEREFORE, Frontpage demands judgment against AMI for compensatory damages, reserving the right to seek punitive damages upon a proper proffer, prejudgment interest, and costs.

<Demand for Jury Trial and Signature on Following Page>

DEMAND FOR JURY TRIAL

Frontpage demands a trial by jury for all issues so triable.

Dated: July 1, 2020.

s/ Tucker H. Byrd

Tucker H. Byrd
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Attorneys for Plaintiff

Exhibit

“A”

INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT is made by and between:

American Media Operations, Inc., a corporation organized and existing under the laws of the State of Delaware, having a principal place of business located at 1000 American Media Way, Boca Raton, Florida 33464 (hereinafter referred to as the "Licensor");

and

FRONTPAGE ATTRACTIONS, LLC, a limited liability company organized under the laws of State of Florida, having a principal place of business located **at** 868 Grand Hughey Court, Apopka, FL 32712 (hereinafter referred to as the "Licensee").

For purposes of this Agreement, the term "parties" shall refer to both the Licensor and the Licensee both collectively and as individual corporations.

WITNESSETH THAT:

WHEREAS, the Licensor owns the Intellectual Property identified in this Agreement;

WHEREAS, the Licensee wishes to obtain authorizations from Licensor to use, reproduce, make derivative works of, publish, distribute, display, perform, broadcast and transmit the Intellectual Property on and directly in connection with those Services and Collateral Products identified in this Agreement, and in connection with the offering, sale, advertising and promotion thereof; and

WHEREAS, the Licensor is willing to grant said authorizations to Licensee for the purposes and on the basis herein provided.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties state and agree as follows:

1. <u>Definitions</u>

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

a. "Collateral Products"

For purposes of this Agreement, the capitalized term "Collateral Products" shall mean those products that are offered and sold or distributed in connection with the Services, including, but not limited to, clothing, headwear, key chains, bags, backpacks, book bags, tote bags, bed linen, bath towels, beach towels, blankets, flags and pennants, cups, mugs, drinking glasses, jewelry, watches, clocks, toys, games and playthings, souvenir programs, cards, postcards, posters, decals, stickers, children's activity books, picture books, note books, binders, erasers, drawing rulers, pencils, pencil sharpeners, stationery, non-medicated toiletries and bottled drinking water. Prior to the offering, sale, or distribution of each Collateral Product, Licensee shall obtain Licensor's prior written approval to offer, sell, or distribute the Collateral Product. For purposes of obtaining Licensor's prior written approval to offer, sell, or distribute the Collateral Product, Licensee shall submit at least one prototype or sample of the Collateral Product to Licensor with a request for approval, and Licensor shall convey Licensor's written approval or disapproval to Licensee within seven days after its receipt of said prototype or sample. The foregoing approval of the Licensor shall not be unreasonably withheld. Licensee agrees that it shall be reasonable for Licensor to withhold approval on the grounds that a proposed Collateral Product poses a substantial risk of "Damages," as that term is defined below.

b. "Intellectual Property"

For purposes of this Agreement the capitalized term "Intellectual Property" shall mean:

(i) The trademarks and service marks THE NATIONAL ENQUIRER, NATIONAL ENQUIRER, and ENQUIRING MINDS WANT TO KNOW. Licensee shall display said trademarks and service marks in such font, style, color, word spacing or design format as pre-approved by Licensor in writing. The fonts, styles, colors, word spacing and design formats set forth in **Annex 1** to this Agreement are pre-approved by Licensor. For purposes of obtaining Licensor's approval to display said trademarks and service marks in fonts, styles, colors, word spacing and design formats other than those set forth in **Annex 1**, Licensee shall submit at least one sample of the font, style, color, word spacing or design format to Licensor with a request for approval, and Licensor shall convey Licensor's written approval or disapproval to Licensee within seven days after its receipt of said sample. The foregoing approval of the Licensor shall not be unreasonably withheld. In addition to use in the fonts, styles, colors and design formats set forth in **Annex 1**, Licensee may use the trademarks referenced in this Section in the normal course of business hereunder without advance approval from Licensor; provided however that, Licensee shall upon Licensor's request provide Licensor with examples of such use

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for its review. This review will not be for the purpose of pre-clearance, but for the purpose of conducting post-use audits so that Licensor may advise Licensee of any improper or inappropriate use, which use will thereupon be corrected or cease as soon as reasonably practicable. Any additional goodwill associated with Licensor's trademarks created through the use of such trademarks by Licensee will inure solely to the benefit of Licensor.

(ii) All of the written, graphic and photographic contents of the Publications (as that term is defined below): (i) that are pre-approved in writing by Licensor for Licensee's use pursuant to this Agreement, but not including (ii) those portions of the Publications which are the subject of copyrights **or any other rights** owned by third parties. For purposes of obtaining Licensor's approval to use, reproduce, make derivative works of, publish, distribute, display, perform, broadcast or transmit said content of the Publications, Licensee shall identify the content to Licensor with a request for approval, and Licensor shall convey Licensor's written approval or disapproval to Licensee within seven days after its receipt of said request. The foregoing approval of the Licensor shall not be unreasonably withheld.

(iii) The trade dress associated with the Publications.

(iv) Licensee agrees that it shall be reasonable for Licensor to withhold approval on the grounds that Licensee's proposed use of the Intellectual Property poses a substantial risk of "Damages," as that term is defined below.

c. "Publications"

For purposes of this Agreement the capitalized term "Publications" shall mean all print and electronic or digital editions of publications that have been or will be published under the titles NATIONAL ENQUIRER or THE NATIONAL ENQUIRER.

d. "Services"

For purposes of this Agreement the capitalized term "Services" shall mean Visitor Attractions.

e. "Service Location"

For purposes of this Agreement the capitalized term "Service Location" shall mean a Licensee owned, leased, sub-licensed or franchised business premises where the Services are rendered, or Revenue is otherwise produced by Licensee pursuant to this Agreement.

f. "Revenue"

For purposes of this Agreement the capitalized term "Revenue" shall mean total revenue less sales taxes, admission taxes, hospitality taxes or other taxes or levies on admissions, and less cost of sales (COS) including the actual cost of goods sold, credit card fees, commissions to outside entities and expendables such as ticket stock, tokens or wrist bands or resalable merchandise.

2. License

Subject to the other terms and conditions set forth herein, Licensor hereby grants to Licensee, and Licensee accepts, an exclusive right and license to use, reproduce, distribute copies of, make derivative works of, publish, distribute, display, perform, broadcast and transmit the Intellectual Property:

a. in connection with the Services;

b. on and in connection with Collateral Products; and

c. in connection with the offering, sale, advertising and promotion of the Services and Collateral Products;

d. only in the United States of America, Canada, and Mexico.

3. Royalties and Reports

a. In consideration of the license granted under this Agreement, Licensee agrees to pay to Licensor, on a quarterly basis, a nonrefundable royalty equal to:

(i) 6% of the Revenue produced by each Service Location until such time as all capital invested in such Service Location as been returned to its investors; and

(ii) 8% of the Revenue produced by each Service Location after all capital invested in such Service Location as been returned to its investors.

b. Payment of all royalties due hereunder shall be made quarterly, within thirty (30) days following the end of the calendar quarter during which the Revenue is accrued. Accordingly, Licensee agrees to make quarterly written reports to Licensor, within thirty (30) days after the end of each March, June, September and December during the term of this Agreement and at the address specified in Section 12_ hereof, stating in each such report total Revenue by each individual Service Location, royalties payable to Licensor and remaining investment to be repaid to investors during the preceding three (3) month period. Licensee shall include with each such report full payment of all royalties due during said reporting period.

c. Licensee shall pre-pay royalties in the amount of seventy five thousand dollars ($75,000) for the first service location, such payment to be non-refundable and made on the date of execution of this agreement by Licensee and Licensor. Licensee shall pre-pay royalties for each additional Service Location in the amount of fifty thousand dollars ($50,000), such payment to be made on the date the Licensee opens for business at such additional location. Quarterly Royalty payments due to Licensee for each individual location shall be applied to reduce the pre-payment balance, on a location by location basis, until the pre-payment balance is zero (0) at the rate set forth in Section 3(a)(i), and thereafter Quarterly Royalty payments shall be paid at the rate set forth in Section 3(a)(ii).

d. Any royalties not paid when due in accord with Section 3(b), above, shall accrue interest at the rate of 1.5% per month for each month or portion thereof during which such payment is past due.

e. During the term of this Agreement and for two (2) years after the expiration or termination of this Agreement, Licensee shall keep and preserve proper and accurate books of account and records relating to the subject matter of this Agreement. If there should be any unresolved dispute relating to any aspect of this Agreement, Licensee shall preserve all records until all such disputes have been resolved. Such books and records shall be kept at Licensee's primary business address, except as such address may be changed from time to time by giving written notice thereof to Licensor.

f. During the term of this Agreement and for two (2) years after the expiration or termination of this Agreement, Licensee shall permit an independent auditor appointed by Licensor full access (upon reasonable notice) to inspect, audit and copy and take extracts from all such books and records, including but not limited to the general ledger, invoices and any other records which Licensor deems appropriate. In connection with any such examination, Licensor may, in its sole discretion, require Licensee to fully and accurately complete an audit questionnaire within a specified period of time. If any such examination discloses an underpayment of amounts payable to Licensor hereunder, then Licensee shall immediately pay Licensor an amount equal to such underpayment. Where such examination reveals an underpayment of three percent (3%) or more of the amounts payable to Licensor hereunder for the period

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covered by such examination, then Licensee shall immediately reimburse Licensor for all expenses relating to such examination.

g. Except in the case of: (i) Licensor's material breach of this Agreement or (ii) Licensor's breach of "Licensor's Indemnity Obligation" (as that term is defined below), in no event shall Licensor be liable to Licensee for any payment of any amount pursuant to this Agreement.

4. Quality Control

a. Licensor is familiar with the quality of the Services and the Collateral Products previously provided by Licensee and/or Licensee's Principals in relation to other visitor attractions and Licensor has determined said level of quality to be acceptable. Licensee represents, warrants, and agrees that the Services and Collateral Products provided by Licensee pursuant to this Agreement shall be of a quality at least equal to that of the Services and the Collateral Products previously provided by Licensee and/or Licensee's Principals in relation to other visitor attractions.

b. In addition to the pre-approval rights held by Licensor pursuant to this Agreement, Licensor shall have the right to inspect the premises, facilities and equipment of Licensee during normal business hours for the purposes of maintaining control over the nature and quality of the Services and the Collateral Products provided by Licensee pursuant to this Agreement.

c. Licensee agrees that licensee shall submit to Licensor such samples and reports, including, but not limited to, samples of Service marketing materials and Collateral Products, as Licensor shall reasonably require from time to time for the purposes of maintaining control over the nature and quality of the Services and Collateral Products provided by Licensee pursuant to this Agreement.

5. Ownership and Use of the Intellectual Property

a. Licensor warrants and represents that it (directly or through one or more wholly-owned subsidiaries): (i) owns the Intellectual Property; (ii) possesses the right to use, reproduce, distribute copies of, make derivative works of, publish, distribute, display, perform, broadcast and transmit the Intellectual Property; (iii) possesses the right and capacity to license the Intellectual Property to Licensee in accord with the terms and conditions of this Agreement; (iv) has not granted a license to use, reproduce, distribute copies of, make derivative works of, publish, distribute, display, perform, broadcast and transmit the Intellectual Property to any third party or in violation of the rights granted to

Licensee under this Agreement; and (v) Licensee's use of the Intellectual Property in strict compliance with the terms of this Agreement (including strict compliance with Licensee's representations and warranties) will not: (i) violate the trademark or copyright rights of any third party; or (ii) libel, slander, or invade the privacy rights (excluding the right of publicity) of any third party.

b. Licensee represents and warrants that its use of the Intellectual Property and its production and sales of the Collateral Products will not: (i) violate the right of publicity (including but not limited to the rights enumerated in Section 3344 of the California Civil Code, or any other similar common law or statutory provision of any other jurisdiction) of any individual; or (ii) violate any local, state, or federal law. However, notwithstanding the foregoing, such violations of local, state or federal laws which govern libel, slander and the right of privacy and which are attributable to Licensor's breach of Licensor's warranties and representations forth in Section 5. a. of this Agreement shall not be deemed to breach of the warrantees and representations of Licensee herein.

c. In the event of a sale or transfer of any of the Intellectual Property, Licensor shall notify any third party purchaser of the Intellectual Property of the license granted by this Agreement, and shall notify such third party purchaser that said purchaser takes the Intellectual Property subject to Licensee's rights and interests under this Agreement.

d. All proprietary and property rights in and to the Intellectual Property are and shall remain the sole and exclusive property of the Licensor. Notwithstanding the foregoing, Licensor and Licensee agree that Derivative Works made from the Intellectual Property by Licensee shall be "joint works," as "joint works" is defined pursuant to 17 U.S.C. 101, and held by Licensor and Licensee as such "joint works." Furthermore, Licensee agrees to obtain Licensor's prior written consent (which it may withhold in its sole discretion) prior to Licensee's creation of any Derivative Works to publish, distribute, display, perform, broadcast or transmit Derivative Works made from the Intellectual Property by Licensee. For purposes of obtaining Licensor's approval to publish, distribute, display, perform, broadcast or transmit such Derivative Works, Licensee shall provide to Licensor a prototype or sample of the Derivative Work with a request for approval, and Licensor shall convey Licensor's written approval or disapproval to Licensee within seven days after its receipt of said request. The foregoing approval of the Licensor shall not be unreasonably withheld. Licensee agrees that it shall be reasonable for Licensor to withhold approval on the grounds that a proposed Derivative Work poses a substantial risk of "Damages," as that term is defined below.

e. Licensee shall display the symbols the symbols "TM" or "®" or "©" (as

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requested by Licensor) in such a position and manner relative to the Intellectual Property so as to indicate appropriation of the Intellectual Property by Licensor.

6. Infringements

Licensee shall notify Licensor of any and all suspected infringements, misappropriations or acts of unfair competition regarding or relating to use of the Intellectual Property of which Licensee may become aware. Licensor shall have the sole discretion and exclusive right to pursue (and collect and retain all monies related to) suspected acts of infringement, misappropriation or unfair competition in any manner deemed appropriate by Licensor, and Licensee shall cooperate fully with Licensor in pursuing such acts of infringement, misappropriation or unfair competition. In no circumstances shall Licensee bring any claim, action or suit for infringement against any alleged infringer of the Intellectual Property, either in its own name or in Licensor's names, without Licensor's express written consent.

7. Indemnification and Insurance

a. Licensor agrees to indemnify Licensee for, and hold Licensee harmless from, any third party claims, suits, losses and/or damages (including reasonable attorneys' fees) (collectively, "Damages") arising from the breach of Licensor's warranties and representations contained in Section 5a of this Agreement, except for those Damages arising from the negligent or willful misconduct of Licensee. Licensor's indemnity obligation set forth in this Section 7a is referenced herein as "Licensor's Indemnity Obligation".

b. Except for those Damages covered by Licensor's Indemnity Obligation, Licensee agrees to indemnify Licensor for, and hold Licensor harmless from, any and all other Damages arising in any way from this Agreement.

c. The indemnified party pursuant to this Section 7 shall give prompt written notice to the indemnifying party of any Damages that could give rise to an indemnification obligation hereunder (a "Claim"), but any failure or delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent that the indemnified party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. Notwithstanding anything herein to the contrary, (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim; (ii) the indemnifying party shall have the exclusive right to control the defense and all negotiations for any settlement or compromise of any Claim; (iii) the indemnifying party may, at any time, settle any Claim without the indemnified party's consent; provided, however, that the indemnifying party shall not settle any Claim in a manner that includes an admission of civil or criminal wrong doing on the part of the indemnified party; and (iv) the indemnified party shall assist and cooperate with the indemnifying party in the defense of any Claim.

d. Licensee shall obtain and maintain at all times during the Initial Term and any Renewal Term the following insurance policies: (A) comprehensive commercial general liability with the following limits and characteristics: (i) ISO occurrence-based CGL coverage that is CG 00 01 10 96 or equivalent; (ii) $1,000,000 per occurrence limit, $2,000,000 aggregate; (iii) includes coverage for premises, operations, products and completed operations; (iv) provides primary additional insured coverage for Licensor for claims contemplated by Licensee's indemnity obligation to Licensor, provided that Licensor's coverage will not be called upon to contribute to defense or settlement of these claims until coverage provided by Licensee is exhausted by defense or settlement of the claims in question; (v) no limitation on the standard contractual liability coverage, including defense of indemnitees; and (vi) no limitation on the standard employer's liability exclusion, and must preserve the so-called action over exception; (B) commercial property coverage on all equipment provided by Licensee, special causes of loss, waiver of subrogation in favor of Licensor; (C) follow form umbrella coverage, CGL and employer's liability scheduled as underlying, $15,000,000 limit; (D) a Directors & Officers insurance policy in the amount $5,000,000 per occurrence and in the aggregate; and (E) a Media Errors and Omission insurance policy in the amount of $15,000,000 per occurrence and in the aggregate. Licensee shall notify Licensor promptly in the event of any material change, alteration, nonpayment of premium or cancellation of such insurance policies. All insurance policies shall be underwritten by insurers with an A.M. Best rating of not less than A:XII. Upon the execution of this Agreement and at any time upon request, Licensee shall provide to Licensor certificates evidencing the insurance coverage required herein.

e. Neither Party shall be liable to the other Party or any other person or entity for any punitive or exemplary damages, whether in an action in contract or tort, under statute or otherwise, arising from or in connection with this Agreement. Except for any amounts claimed pursuant to Section 7a or 7b, in no event shall the Parties' total liability to one another exceed $500,000 (Five Hundred Thousand Dollars).

f. Except as expressly provided herein, the parties make no representation or warranty, express or implied, to one another.

8. <u>License Period</u>

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This Agreement shall remain in force and effect until and through December 31, 2015 (the "Initial Term"). Provided Licensee is not in default of this Agreement, and upon written notice given to Licensor ninety days prior to the expiration of the Initial Term, Licensee may, in its sole discretion, extend this Agreement for five (5) additional years (a "Renewal Term"). The first Renewal Term shall run for five (5) years from the expiration of the Initial Term. . Licensee shall have, so long as notice for each extension is given to Licensor ninety days prior to the expiration of the preceding Initial Term or Renewal Term, the right to a total of five (5) Renewal Terms. If notice for any Renewal Term is not provided to Licensor by the ninety day time frame set forth above, this Agreement shall terminate upon the expiration of the Initial Term or (as the case may be) the then current Renewal Term. The second Renewal Term and each subsequent Renewal Term shall run for five (5) years from the expiration of the preceding Renewal Term. The extensions to this Agreement herein identified as Renewal Terms shall be made without modification to the terms and conditions of this agreement unless agreed to in writing by the Parties.

9. Termination

a. Without prejudice to any other right or remedy available to the Parties, each party shall have the right to terminate this Agreement by providing written notice ("Notice of Breach") to the breaching party that such breaching party has committed a material breach of this Agreement that the breaching party fails to (or is unable to) remedy within sixty (60) days of such notice of breach. Said Notice of Breach shall identify with specificity the material breach alleged by the non-breaching party, demand that the breaching party cure the alleged material breach within sixty (60) days after the breaching party's receipt of Notice of Breach, and state that the Agreement shall terminate if the breaching party fails to cure the alleged material breach in accord with that demand.

b. Upon expiration or earlier termination of this Agreement, Licensee shall promptly cease all use of the Intellectual Property, and shall pay all monies owed to Licensor within ninety (90) days after the expiration or earlier termination of this Agreement.

c. The provisions of Sections 1, 3e, 3f, 3g, 5, 7, 9b, 9c, 12, 13 and 14 of this Agreement shall survive the termination of this Agreement and remain binding upon the parties after termination.

10. Assignment and Sublicense

a. Licensor reserves the right to assign this Agreement.

b. Licensee may not assign this Agreement without the prior written consent of Licensor, which it may withhold in its sole discretion.

c. Licensee may not sublicense its rights under Section 2 of this Agreement without the prior written consent of Licensor, which it may withhold in its sole discretion.

12. Mailing Addresses

a. Notices, samples, reports and payments pursuant to this Agreement shall be sent by first class mail, postage prepaid, to the following addresses or to such other substitute addresses as the parties may from time to time designate:

(i) To Licensor:

American Media Operations, Inc.
Attn: David J. Pecker, CEO
One Park Avenue, 10th Floor
New York, NY 10016
Facsimile: 212-696-0416
Telephone: 212-545-4899

With a copy to:

American Media Operations, Inc.
Attn: Michael Antonello, Esq.
4950 Communication Ave., Suite 100
Boca Raton, FL 33431
Facsimile: 561-989-1224
Telephone: 561-1225

(ii) To Licensee:

Frontpage Attractions, LLC,
Attn: Robert E Masterson, Managing Partner,
P.O. Box 1135,
41 Oakdale Street,
Windermere, FL 34786-1135.

With a copy to:

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Stephen Jeffries, Senior Counsel Intellectual Property Group,
Holland & Knight,
2099 Pennsylvania Avenue, N.W., Suite 100,
Washington, DC 20006

b. Notwithstanding Section 12. a., above, either Party may designate an employee who shall be responsible for the day-to-day management of such Party's responsibilities with respect to the approval procedures set forth in this Agreement, and who shall promptly respond to all communications relevant thereto.

13. Governing Law

This Agreement shall be interpreted and enforced in accordance with the plain meaning of its terms and, subject thereto, in accordance with the substantive laws of the State of Florida, without giving effect to the State's principles of conflicts of law. Where Federal subject matter or diversity jurisdiction exists in respect of a dispute which the parties cannot themselves resolve amicably, the parties designate the United States District Court for the Middle District of Florida as the exclusive forum for the resolution of that dispute, and both parties hereby agree to submit themselves and the dispute to the exclusive jurisdiction of said Court. Where Federal subject matter or diversity jurisdiction in respect of such dispute does not exist, the parties designate the Ninth Judicial Circuit Court of Florida, as appropriate to original jurisdiction, as the exclusive forums for the resolution of that dispute and agree to submit themselves and the dispute to the jurisdiction of those Courts.

14. Miscellaneous

a. Each of the parties warrants and represents that it has the capacity and right to enter this Agreement; that this was fully negotiated by the parties between them and that none of the provisions hereof is to be considered as having been drafted by any party; and that each party has been represented by counsel in the formation of this Agreement and consents to its terms and conditions.

b. Each of the parties warrants and represents that this Agreement comprises the entire understanding of the parties with respect to the subject matter hereof, all prior oral or written communications or understandings being superseded and merged herein. Unless otherwise specifically indicated by the contrary herein, the connectives "and" and "or" shall be construed both conjunctively and disjunctively. The headings used in this Agreement have been provided for the convenience of the parties and shall have no effect upon the interpretation of this Agreement.

c. The parties agree that this Agreement shall (a) be binding upon the parties, upon their agents, upon their subsidiaries and licensees, upon their successors and assigns, and upon all others acting by, through, or with them, or under their direction or in privity with them, and (b) govern their conduct in the United States of America, Canada, and Mexico.

d. The parties agree that this Agreement shall inure to the benefit of the parties, their successors and their assigns.

e. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs (including reasonable attorneys' fees) incurred in connection with any such action.

f. The parties agree that waiver by either party of any breach, or failure by either party to enforce the terms and conditions of this Agreement, at any time, shall not in any way affect, limit or waive the right of that party to enforce future strict compliance by the other party with respect to any term or condition hereof.

g. If any of the provisions of this Agreement are held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and, if such provision cannot be restated by a court of competent jurisdiction to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

h. A party is not liable under this agreement for non-performance, if the non-performance is caused by events or conditions beyond that party's control, provided the party makes reasonable efforts to perform under the circumstances. This provision does not relieve the Licensee of its obligation to make any types of payment.

i. This Agreement shall be executed in duplicate, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Each party agrees that the delivery of the Agreement by facsimile or e-mail transmission of PDF copies shall be deemed to be an original of the Agreement so transmitted.

j. The parties agree that the terms and conditions of this Agreement or any part hereof may only be amended in a writing executed by all of them.

k. The parties hereto agree that the terms and conditions of this Agreement are confidential, and shall not be disclosed to third parties except to the extent that disclosure may be ordered by a court or administrative tribunal, or made during the course of discovery to any party to a proceeding before a State or Federal court or administrative tribunal of proper jurisdiction, such as the Trademark Trial and Appeal Board of the U.S. Patent and Trademark Office, and, where reasonably possible, a suitable Protective Order has been entered in that proceeding.

l. The sole relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the parties.

m. No press release or public disclosure, either written or oral, of the existence or terms of this Agreement or the transactions contemplated hereby shall be made by either party without the consent of the other party except as may be mandated by law or governmental agency.

IN WITNESS WHEREOF, the parties hereto, by and through their authorized agents and representatives, hereby set their hands and seals to triplicate originals of this Agreement, which is effective as of the latter of the signature dates set forth below.

AMERICAN MEDIA OPERATIONS, INC.	FRONTPAGE ATTRACTIONS, LLC
By: [signature]	By: Robert E. Masterson
KEITH KHANLIAN (type or print name of signer)	Robert E. Masterson (type or print name of signer)
Title: V. P. INTERNATIONAL BUSINESS DIRECTOR	Title: Managing Partner
Date: April, 27, 2010	Date: April 27, 2010

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