

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

For valuable consideration as hereinafter set forth, this Settlement Agreement and General Release ("Agreement") is entered into by and between Karen McDougal ("McDougal"), on the one hand, and American Media, Inc. ("AMI"), on the other hand, to memorialize their agreement with reference to the Recitals set forth herein. McDougal and AMI are collectively referred to herein as the "Parties," and any one of them is sometimes referred to herein as a "Party." This Agreement is made effective as of the date of the last of the Parties' signatures below (the "Effective Date").

### RECITALS

WHEREAS, McDougal is the plaintiff and AMI is the defendant in an action entitled *Karen McDougal v. American Media, Inc., et al.*, Superior Court for the State of California, for the County of Los Angeles (the "Court"), Case No. BC 698956 (the "Action"), which contains a single cause of action for declaratory relief.

WHEREAS, AMI has filed a Special Motion to Strike the Complaint in the Action pursuant to California's anti-SLAPP statute, Code of Civil Procedure § 425.16, and has requested that the Court award attorney's fees and costs against McDougal.

WHEREAS, the Parties each deny any and all wrongdoing and liability.

WHEREAS, the Parties wish to fully, finally and completely conclude the Action, together with all existing and potential claims, damages, and causes of action between them. And, as part of such resolution, the Parties wish to enter into a novated Agreement, which is attached as Exhibit A to this Agreement ("Exhibit A").

NOW THEREFORE, in consideration of the following covenants, obligations, undertakings and consideration, the sufficiency of which is acknowledged, the Parties expressly, knowingly, voluntarily and mutually agree as follows:

### AGREEMENT

**1. Consideration.** The Parties each agree that the terms, promises, covenants, releases and obligations set forth in the body of this Agreement constitute valuable and mutually sufficient consideration. The Parties further agree that Exhibit A to this Agreement: will be executed concurrently with this Agreement; will have the same Effective Date as this Agreement; and constitutes further consideration for this Agreement. As additional consideration, within two (2) court days of the Effective Date, McDougal shall file with the Court a request for voluntary dismissal of the Action, in its entirety, with prejudice.

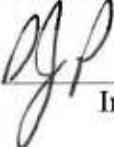
**2. Mutual General Releases And Covenants Not To Sue.**

**2.1. Releases of AMI.** McDougal, for herself and for her agents, representatives, attorneys, affiliates, partners, joint venturers, co-venturerers, heirs, assigns, licensees, and trustees and all persons acting by, through, under, or in concert with them (collectively the "McDougal Releasing Parties"), hereby promise and covenant not to sue, and fully and forever release and discharge AMI, and AMI's employees, agents, officers, directors, shareholders, trustees, attorneys, representatives, independent contractors, subsidiaries, affiliates, partners, joint venturers, co-venturers, insurers, investors, assignees, licensees, predecessors and successors in interest, heirs and trustees, and all persons acting by, through, under, or in concert with them (collectively, the "AMI Released Parties"), from any and all claims, demands, complaints, damages, suits, debts, dues, sums, controversies, liens, accounts, obligations, costs, expenses, accounts, promises, indemnifications, causes of action or actions, losses, and liabilities of every kind and nature whatsoever, whether at law or in equity, whether now known or unknown, liquidated or unliquidated, direct or indirect, due or to become due, contingent or otherwise, suspected or unsuspected, which they now have or hold, or at any time heretofore ever had or held, that were raised or could have been raised in connection with or concurrently with the Action or under or in connection with the Agreement entered into between them dated as of August 5, 2016, and amended on November 29, 2016 (the "Original Agreement, as amended"), prior to its novation in accordance with the terms of Exhibit A hereto on the Effective Date (collectively, the "Claims"). It is understood and agreed that the AMI Released Parties may plead and invoke the releases provided in this Agreement as a complete defense and bar to any Claims brought by the McDougal Releasing Parties. For the avoidance of doubt, neither Keith Davidson nor Michael Cohen is an AMI Released Party. Nothing in this Agreement releases any claim that any McDougal Releasing Party has or may have against Keith Davidson and/or Michael Cohen.

**2.2. Releases of McDougal.** AMI, for itself and for its agents, representatives, attorneys, affiliates, partners, joint venturers, co-venturerers, assigns, licensees, and trustees and all persons acting by, through, under, or in concert with them (collectively the "AMI Releasing Parties"), hereby promise and covenant not to sue, and fully and forever release and discharge McDougal, and McDougal's employees, agents, attorneycs, representatives, independent contractors, affiliates, partners, joint venturers, co-venturers, insurers, assignees, licensees, predecessors and successors in interest, heirs and trustees, and all persons acting by, through, under, or in concert with them (collectively, the "McDougal Released Parties"), from any and all Claims (as defined in Section 2.1 above). It is understood and agreed that the McDougal Released Parties may plead and invoke the releases provided in this Agreement as a complete defense and bar to any Claims brought by the AMI Releasing Parties.

**2.3. Section 1542 Waiver.** It is the express intention of each Party in executing this Agreement that it shall be effective as a bar to each and every one of the Claims released in this Agreement. In furtherance of this intention, each Party hereby expressly waives any and all rights and benefits conferred upon it or her by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement, and the

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releases specified in this Agreement, shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified.

Section 1542 provides:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

It is understood and agreed that the facts upon which this Agreement are based may hereafter turn out to be other or different than the facts now known by any of the McDougal Releasing Parties and/or the AMI Releasing Parties, or believed by any of them to be true. The McDougal Releasing Parties and the AMI Releasing Parties each expressly accept and assume the risk of the facts turning out to be different, and agree that the present Agreement shall be in all respects effective and not subject to termination, rescission or modification by reason of any such change in, or understanding of, the facts. Having been so apprised, the McDougal Releasing Parties and the AMI Releasing Parties, and all of them respectively, nevertheless hereby voluntarily elects to and do grant the releases as specified in this Agreement and, consistent with the releases in this Agreement, waive the rights described in California Civil Code Section 1542 and voluntarily elect to waive all claims, demands and causes of action that now exist in their favor whether known, unknown, suspected or unsuspected, as set forth in this Agreement.

### **3. Miscellaneous Provisions.**

**3.1. No Admission of Liability.** Nothing herein shall constitute or be construed as an admission of any liability whatsoever by any Party. The Parties each deny any and all wrongdoing and liability.

**3.2. Attorneys' Fees and Costs To Date.** The Parties, and each of them, shall bear their own costs and attorneys' fees incurred up to and including the Effective Date.

**3.3. Construction of Agreement.** The language of this Agreement shall not be construed for or against either Party. The Parties acknowledge that they have both participated in the drafting of this Agreement, and the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and the Parties further agree that the rule of construction of contracts resolving ambiguities against the drafting Party shall be inapplicable to this Agreement. The headings used herein are for reference only and shall not affect the construction or interpretation of the Agreement.

**3.4. Sole Agreement.** This Agreement, together with the fully executed Exhibit A (collectively, the "Settlement Documents"), represent the sole and entire agreement between the Parties and supersede all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel. The Settlement Documents are

intended to be final and binding between the Parties hereto, and the Parties warrant and represent to one another that no promises, inducements, representations or warranties, oral or written, which are not expressly set forth in the Settlement Documents, have been, or will be claimed to have been relied upon in entering into the Settlement Documents, or in making the settlement, releases or agreements provided for herein. This Agreement, together with the fully executed Exhibit A, is an integrated document.

**3.5. Counterparts.** This Agreement must be in writing and signed by duly authorized representatives of the Parties, and may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

**3.6. Governing Law and Jurisdiction.** This Agreement is to be governed under and be construed pursuant to the laws of the State of California without giving effect to its conflict of laws provisions. Furthermore, the Parties agree that any action or proceeding brought to enforce or declare rights arising out of or relating to this Agreement will be brought exclusively in the State or Federal courts located in the County of Los Angeles, California. The Parties further consent to the jurisdiction of said courts and waive any claims of forum non conveniens or any other claims relating to venue.

**3.7. Authority; No Violation.** The undersigned individuals execute this Agreement on behalf of the respective Parties; and each of the Parties, and the undersigned individuals warrant and represent that the undersigned individuals are authorized to enter into and execute this Agreement on behalf of the respective Parties. Each of the Parties represents and warrants that it has all due authority to enter into this Agreement and that neither the entry into this Agreement nor the performance thereof violates any law or court order to which it is subject, any of its constitutive documents or any contract to which it is already a party.

**3.8. Successors and Assigns.** This Agreement will be binding upon the Parties' successors, assigns, heirs, executors, administrators, and other legal representatives.

**3.9. Warranty and Representation Re No Prior Actions Except The Action.** Each of the Parties, on behalf of themselves and each of their respective representatives, agents, employees and attorneys promises, represents, warrants and covenants that as of the time of signing this Agreement, that, with the exception of the Action, they have not filed any claims, complaints, lawsuits, arbitrations, or other actions or proceedings in any court, agency, arbitral body or other jurisdiction against any of the other Parties or their agents, representatives or employees.

**3.10. Initial Public Statement.** Upon McDougal's filing of the request for voluntary dismissal of this Action, the Parties understand and agree that McDougal will issue the first public statement, immediately following which AMI may issue its own statement. Nothing herein is intended to prohibit the parties from issuing subsequent statements or limiting their speech about the Action or any other matter.

**3.11. Severability.** If any provision of this Agreement is found to be void, voidable, illegal, invalid, or otherwise unenforceable, then the remainder of the Agreement nevertheless shall remain in full force and effect, and, to the extent reasonably possible, the parties shall replace the unenforceable provision with an enforceable provision that most closely approximates the intent of the unenforceable provision. The releases provided in this Agreement are effective immediately upon the Effective Date, and may not be revoked or rescinded by any alleged breach of Exhibit A to this Agreement.

**3.12. Voluntary and Informed Agreement.** The Parties acknowledge that they have been represented by independent counsel of their choice throughout all negotiations related to this Agreement and its execution. The Parties expressly acknowledge that they have neither received nor relied on the advice of any other Party to this Agreement or any of its agents, representatives or employees with regard to any federal and/or state tax consequences of this settlement. The Parties represent that they have read and have fully understood all of the provisions of this Agreement, that they have had sufficient and reasonable time and opportunity to discuss all aspects of this Agreement and Exhibit A with their counsel, and that they are entering into this Agreement voluntarily, freely and with full consent.

IN WITNESS THEREOF, the Parties have executed this Settlement Agreement and General Release on the dates indicated below effective as of the Effective Date.

Dated: \_\_\_\_\_  
Karen McDougal

Dated: 4/18/18  
David Jay Becker  
American Media, Inc.

By: DAVID JAY BECKER

Approved as to form by:

Dated: \_\_\_\_\_  
Peter K. Stris, Esq., Counsel for Karen McDougal

Dated: \_\_\_\_\_  
Cameron Stracher  
Cameron Stracher, Esq., Counsel for American Media, Inc.

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# **EXHIBIT A**



This agreement (the "Agreement") is entered into by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"), effective as of the date of the last party's signature below (the "Effective Date"). The Agreement is a novation of a Name and Rights License Agreement entered into by and between AMI and McDougal as of August 5, 2016, and amended on November 29, 2016 (the "Original Agreement, as amended"). For ease of reference, the Original Agreement, as amended, is attached hereto as Exhibit 1.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, AMI and McDougal agree as follows:

1. ***Accord & Satisfaction of Photography and Writing.*** AMI and McDougal hereby agree that McDougal's performance prior to the Effective Date constitutes a full accord and satisfaction of her responsibilities in the Original Agreement, as amended, with respect to photography and writing.

2. AMI shall have the right, but not the obligation, to create five columns on health and fitness for initial publication in *US Weekly*, *Men's Journal*, and *Muscle & Fitness Hers*, and their associated websites, under McDougal's name and likeness, using information and images previously provided by McDougal to AMI. McDougal shall have the right to approve, in good faith, any images that AMI chooses to include in any such publication.

3. AMI shall have the right, but not the obligation, to create a cover for *Men's Journal* magazine using images previously provided by McDougal to AMI, or from images previously taken of McDougal by AMI, along with an accompanying article about health and fitness in *Men's Journal* magazine using information and images previously provided to AMI by McDougal or previously taken of McDougal by AMI. McDougal shall have the right to approve, in good faith, any images that AMI chooses to include in any such cover and/or article.

4. ***Reversion of Limited Life Story Rights to McDougal.*** All rights in and to McDougal's "Limited Life Story Rights," as defined in the Original Agreement, as amended, shall immediately revert to McDougal on the Effective Date. Notwithstanding the above, if McDougal sells or licenses the "Limited Life Story Rights" to any third party within one [1] year of the Effective Date, AMI shall be entitled to 10 percent (10%) of all revenue actually received by McDougal from such sale or license, subject to a global cap of \$75,000 from all such sales or licenses (the "AMI Royalty"). AMI may elect to keep the AMI Royalty or donate such amounts to a charity of McDougal's choosing. For the avoidance of doubt, McDougal's "Life Story Rights" as used in connection with the term "Limited Life Story Rights" in the Original Agreement, as amended, shall mean only the rights to use McDougal's name, likeness, image, or voice in a fiction or non-fiction narrative movie, television or radio series, book, magazine, or theatrical production and subject to the custom and usage in the Entertainment Industry. For the avoidance of doubt, AMI shall not have any right to any revenue received by McDougal from any other source including, but not limited to, modeling, endorsements, or other public appearances, or publications not involving the sale or license of McDougal's "Limited Life Story Rights," nor shall any AMI

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Royalty be payable in connection with any sale or license of the Limited Life Story Rights after the first anniversary of the Effective Date.

5. Each party hereto represents and warrants that (a) it has the full right and authority to enter into this Agreement and to perform the services and obligations set forth hereunder and that it has not made or assumed any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder, (b) it will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder and (c) neither its entry into its obligations under this Agreement nor the performance of its obligations hereunder violates any law or court order applicable to it nor its obligations under any of its constituent documents or any contract to which it is already a party.

6. McDougal acknowledges that all of the results and proceeds of the services provided by McDougal in connection with the Original Agreement, as amended (the "Services"), are a work-for-hire and that AMI owns all right, title and interest therein of every kind or nature, whether now known or hereafter devised, including without limitation, the entire copyright (including all extensions and renewals) therein throughout the universe in perpetuity. McDougal acknowledges and agrees that if any portion of the Services do not qualify as a "work for hire," then to the extent such intellectual property rights in the Services do not vest in AMI, McDougal hereby irrevocably grants, assigns, and transfers to AMI all of McDougal's rights, title and interest in and to the results and proceeds of the Services.

7. It is expressly understood, agreed and covenanted that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture.

8. Nothing herein prohibits AMI from publishing any news and information related to McDougal in its publications as part of its regular course of business.

9. Each party hereby agrees to defend, and otherwise hold harmless the other party, its employees, successors and assigns, from and against any and all liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable outside attorneys' fees) arising out of or resulting from any breach by the indemnifying party of any of the representations, warranties or agreements contained in this Agreement.

10. This Agreement sets forth the entire understanding of the parties regarding its subject matter and may not be amended except by a written instrument signed by both parties. This Agreement supersedes and replaces any and all prior agreements between the parties, whether written or oral, including the Original Agreement, as amended. This Agreement shall be construed in accordance with, and shall in all respects be governed by, the laws of the State of California. This Agreement may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, AMI and McDougal have executed this Agreement as of the Effective Date indicated above.

AMERICAN MEDIA, INC.

KAREN MCDUGAL

By: David Jay Lecker

Its: Chief Executive Officer

Dated: 4/18/18

Dated: \_\_\_\_\_

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# **EXHIBIT 1**



## NAME AND RIGHTS LICENSE AGREEMENT

This agreement (the "Agreement") is entered into as of August 5, 2016 (the "Effective Date") by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. McDougal grants to AMI, for two years from the Effective Date, the right to identify McDougal as the author of, and use McDougal's name, likeness, and image in connection with, the following: (i) a monthly column on aging and fitness for *Star* magazine; (ii) a monthly column on aging and fitness for *Ok* magazine; (iii) four posts each month on aging and fitness for *Radar Online* (collectively, the "Columns"). AMI shall provide to McDougal a so-called *ghost-writer* or *ghost-writers* who will work with McDougal in the creation of her Columns. Notwithstanding anything else in this agreement, McDougal shall have the absolute right to approve any image of her which may appear on any AMI publication or property.

2. Magazine Covers.

2.1 McDougal further agrees to pose for and appear on the cover of *Men's Fitness* and *Muscle & Fitness Hers*, and to be interviewed for articles to appear in those magazines, at a time, date, and place to be determined by AMI in consultation with McDougal. AMI agrees to prominently feature McDougal on the covers discussed in this Paragraph within two years of the Effective Date.

2.2 McDougal further agrees that, in connection with the publication of her Columns, AMI may use her name and/or image on the covers of *Star Magazine* and/or *OK Magazines*, at AMI's discretion.

3. In addition, McDougal grants, assigns, and transfers to AMI, and AMI hereby acquires, McDougal's Limited Life Story Rights (as defined herein). The "Limited Life Story Rights" granted by McDougal are limited to any romantic, personal and/or physical relationship McDougal has ever had with any then-married man. The "Limited Life Story Rights" means all rights in and to the life story of McDougal regarding, (in the broadest possible way), any relationship she has ever had with a then-married man, and all themes, characters, events and incidents relating thereto, and all other material (whether written or oral) created, owned or controlled by McDougal in connection therewith. The grant of Limited Life Story Rights made hereby shall include all rights, title, interest and permission to use such rights in any and all media now known or hereafter known throughout the universe in perpetuity (the "Productions"). The grant of Limited Life Story Rights shall be complete, exclusive and without exception and McDougal reserves none of the Limited Life Story Rights hereby granted.

4. In connection with all the rights granted herein to AMI by McDougal, AMI shall pay McDougal the sum of \$150,000 (One Hundred and Fifty thousand dollars), payable within two business days following the execution of this Agreement.

5. Nothing herein shall obligate AMI to use the Life Rights in connection with any media. AMI's obligations to McDougal shall be the payment to McDougal of the sum set forth in paragraph 4 and the obligations set forth in paragraphs 1; 2.1; and 2.2.

6. All decisions whatsoever, whether of a creative or business nature, regarding any of the rights granted by McDougal to AMI herein, or any rights derived or ancillary thereto, shall be made by AMI in its sole discretion.

7. McDougal agrees that McDougal shall not grant the same or similar rights to any other party that McDougal has granted to AMI pursuant to this Agreement. In addition, McDougal shall not disclose, write about, nor cause to be disclosed or written about (including any posts on social media such as Facebook, Twitter, etc.), nor give interviews relating to, McDougal's Limited Life Story Rights granted herein at any time without the prior written consent of AMI, except as required by law. McDougal acknowledges and agrees that in the event McDougal violates the terms of this paragraph, AMI will suffer damages and other harm that will be significant but difficult to measure. Therefore, in addition to its other remedies in law or equity, AMI shall be entitled to liquidated damages in the amount of \$150,000 for any such breach.

8. Each party hereto represents and warrants that it has the full right and authority to enter into this Agreement and to perform the services and obligations set forth hereunder and that it/she has not made or assumed and will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder.

9. McDougal acknowledges that all of the results and proceeds of the services provided by McDougal in connection with this Agreement will be deemed a work-for-hire and that AMI shall own all right, title and interest therein of every kind or nature, whether now known or hereafter devised, including without limitation, the entire copyright (including all extensions and renewals) therein throughout the universe in perpetuity. McDougal shall have the right to re-post or link any AMI story about or concerning her on her personal and varying social media accounts and/or her web-site, KarenMcDougal.com.

10. McDougal's services are personal and unique in nature and McDougal may not assign this Agreement or any of McDougal's obligations. AMI may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party.

11. It is expressly understood, agreed and covenanted that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture.

12. Each party hereby agrees to defend, indemnify and otherwise hold harmless the other party, its employees, successors and assigns, from and against any and all liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable outside attorney's fees) arising out of or resulting from any breach by the indemnifying party of any of the representations, warranties or agreements contained in this Agreement.

13. In recognition of the mutual benefits to each party of a voluntary system of alternative dispute resolution which involves binding confidential arbitration of all disputes of any kind which may arise between them, the exclusive manner of resolution of any and all disputes, claims or controversies arising between them of any kind or nature whatsoever, including without limitation claims arising from or pertaining in any manner to breach of this Agreement, shall be resolved by mandatory BINDING confidential Arbitration. Arbitration shall take place before JAMS under the JAMS Comprehensive Arbitration Rules and Procedures (including Interim Measures) ("JAMS Rules") in New York, New York, and will be heard and decided by a sole, neutral arbitrator ("Arbitrator") selected either by mutual agreement of the Parties or selected under JAMS Rules. Whether a dispute is arbitrable, the arbitrator's

jurisdiction, and issues regarding enforceability of this Agreement shall be determined by the Arbitrator and not by any court. The Arbitrator shall have the right to impose any and all legal and equitable remedies that would be available to any Party before any governmental dispute resolution forum or court of competent jurisdiction. If a request for immediate provisional relief is filed by a Party and if no Arbitrator has been appointed, JAMS shall appoint an Arbitrator who shall determine the request as soon as possible. The Arbitrator so appointed shall be determined by JAMS in its discretion not to have any material disclosure as to any Party or counsel, and the Parties shall waive the right to formal disclosure and the right to disqualify the Arbitrator so appointed as otherwise permitted by New York law. The Parties understand that these waivers are intended to effectuate their agreed process of immediate determination of a request for provisional relief. The Arbitrator shall render a written opinion which contains his/her factual and legal reasoning. The Party who prevails in any Arbitration may seek to have the Arbitrator's award entered as a judgment in any court of competent jurisdiction. If the prevailing Party files a petition to confirm the Arbitrator's Award and/or if any Party seeks to vacate an Award, any documents containing Confidential Information filed with any court in connection with such court proceedings shall be filed under seal to the greatest extent permissible by law, and any party filing such documents containing Confidential Information shall seek to obtain a Court Order sealing such documents contained in the Court file in order to maintain confidentiality of Confidential Information, to the greatest extent permissible by law, with all Parties having stipulated to the factual and legal grounds for such sealing. BY AGREEING TO ARBITRATION, THE PARTIES ARE GIVING UP ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JUDGE OR JURY WITH REGARD TO THE MATIERS WHICH ARE REQUIRED TO BE SUBMITTED TO MANDATORY BINDING ARBITRATION. THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THERE IS NO RIGHT TO AN APPEAL OR A REVIEW OF AN ARBITRATOR'S AWARD AS THERE WOULD BE OF A JUDGE OR JURY'S DECISION.

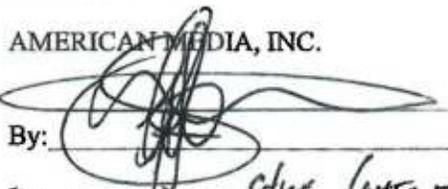
14. Without limiting any other provision in this Agreement, McDougal's remedy for any breach of this Agreement by AMI shall be limited to monetary damages, and in no event shall McDougal be entitled to rescind this Agreement or to seek injunctive or any other equitable relief.

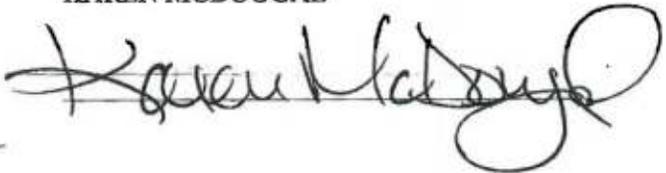
15. This Agreement sets forth the entire understanding of the parties regarding its subject matter and may not be amended except by a written instrument signed by both parties. This Agreement shall be construed in accordance with, and shall in all respects be governed by, the laws of the State of New York. This Agreement may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, AMI and McDougal have executed this Agreement as of the Effective Date indicated above.

AMERICAN MEDIA, INC.

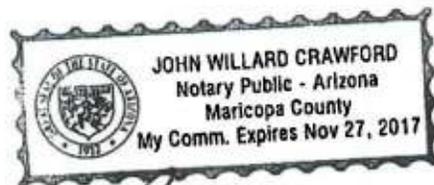
KAREN MCDUGAL

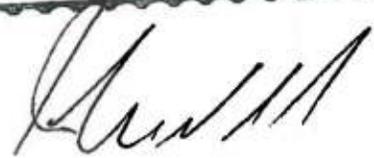
By: 



Its: Chief Content Officer

I, John Crawford a Notary Public, do  
 Certify that, on the 6 day of Aug, 2016  
 I personally made the above/attached copy of \_\_\_\_\_  
 From the original, and it is a true, exact, complete, and  
 Unaltered copy







## AMENDMENT TO NAME AND RIGHTS LICENSE AGREEMENT

Reference is made to the Name and Rights License Agreement (the "Agreement"), entered into as of August 5, 2016, by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that Paragraph 7 of the Agreement shall be replaced and amended as follows:

7. McDougal agrees that McDougal shall not grant the same or similar rights to any other party that McDougal has granted to AMI pursuant to this Agreement with prior written approval of AMI. In addition, McDougal shall not disclose, write about, nor cause to be disclosed or written about (including any posts on social media such as Facebook, Twitter, etc.), nor give interviews relating to, McDougal's Limited Life Story Rights granted herein at any time without the prior written consent of AMI, except as required by law. McDougal acknowledges and agrees that in the event McDougal violates the terms of this paragraph, AMI will suffer damages and other harm that will be significant but difficult to measure. Therefore, in addition to its other remedies in law or equity, AMI shall be entitled to liquidated damages in the amount of \$150,000 for any such breach. Notwithstanding the above, McDougal may respond to legitimate press inquiries regarding the facts of her alleged relationship with Donald Trump. In connection therewith, AMI shall retain the services of Matthew Hiltzik at Hiltzik Strategies for a period of one month commencing on December 1, 2016, and Jon Hammond at Galvanized for a period of five months commencing on January 1, 2016, to provide PR and reputation management services and to coordinate any such response(s) in consultation with AMI.

Except as otherwise specifically set forth herein, all of the other terms and conditions of the Agreement are hereby ratified and confirmed.

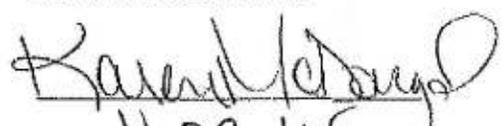
*[Signature page follows.]*

Please sign below to indicate your acceptance of the foregoing.

AMERICAN MEDIA, INC.

By:   
Dated: 12/7/16.

KAREN MCDOUGAL

  
Dated: 11-29-16

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

For valuable consideration as hereinafter set forth, this Settlement Agreement and General Release ("Agreement") is entered into by and between Karen McDougal ("McDougal"), on the one hand, and American Media, Inc. ("AMI"), on the other hand, to memorialize their agreement with reference to the Recitals set forth herein. McDougal and AMI are collectively referred to herein as the "Parties," and any one of them is sometimes referred to herein as a "Party." This Agreement is made effective as of the date of the last of the Parties' signatures below (the "Effective Date").

### RECITALS

WHEREAS, McDougal is the plaintiff and AMI is the defendant in an action entitled *Karen McDougal v. American Media, Inc., et al.*, Superior Court for the State of California, for the County of Los Angeles (the "Court"), Case No. BC 698956 (the "Action"), which contains a single cause of action for declaratory relief.

WHEREAS, AMI has filed a Special Motion to Strike the Complaint in the Action pursuant to California's anti-SLAPP statute, Code of Civil Procedure § 425.16, and has requested that the Court award attorney's fees and costs against McDougal.

WHEREAS, the Parties each deny any and all wrongdoing and liability.

WHEREAS, the Parties wish to fully, finally and completely conclude the Action, together with all existing and potential claims, damages, and causes of action between them. And, as part of such resolution, the Parties wish to enter into a novated Agreement, which is attached as Exhibit A to this Agreement ("Exhibit A").

NOW THEREFORE, in consideration of the following covenants, obligations, undertakings and consideration, the sufficiency of which is acknowledged, the Parties expressly, knowingly, voluntarily and mutually agree as follows:

### AGREEMENT

1. **Consideration.** The Parties each agree that the terms, promises, covenants, releases and obligations set forth in the body of this Agreement constitute valuable and mutually sufficient consideration. The Parties further agree that Exhibit A to this Agreement: will be executed concurrently with this Agreement; will have the same Effective Date as this Agreement; and constitutes further consideration for this Agreement. As additional consideration, within two (2) court days of the Effective Date, McDougal shall file with the Court a request for voluntary dismissal of the Action, in its entirety, with prejudice.

  
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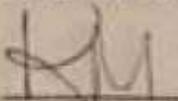
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## 2. Mutual General Releases And Covenants Not To Sue.

**2.1. Releases of AMI.** McDougal, for herself and for her agents, representatives, attorneys, affiliates, partners, joint venturers, co-venturerers, heirs, assigns, licensees, and trustees and all persons acting by, through, under, or in concert with them (collectively the "McDougal Releasing Parties"), hereby promise and covenant not to sue, and fully and forever release and discharge AMI, and AMI's employees, agents, officers, directors, shareholders, trustees, attorneys, representatives, independent contractors, subsidiaries, affiliates, partners, joint venturers, co-venturers, insurers, investors, assignees, licensees, predecessors and successors in interest, heirs and trustees, and all persons acting by, through, under, or in concert with them (collectively, the "AMI Released Parties"), from any and all claims, demands, complaints, damages, suits, debts, dues, sums, controversies, liens, accounts, obligations, costs, expenses, accounts, promises, indemnifications, causes of action or actions, losses, and liabilities of every kind and nature whatsoever, whether at law or in equity, whether now known or unknown, liquidated or unliquidated, direct or indirect, due or to become due, contingent or otherwise, suspected or unsuspected, which they now have or hold, or at any time heretofore ever had or held, that were raised or could have been raised in connection with or concurrently with the Action or under or in connection with the Agreement entered into between them dated as of August 5, 2016, and amended on November 29, 2016 (the "Original Agreement, as amended"), prior to its novation in accordance with the terms of Exhibit A hereto on the Effective Date (collectively, the "Claims"). It is understood and agreed that the AMI Released Parties may plead and invoke the releases provided in this Agreement as a complete defense and bar to any Claims brought by the McDougal Releasing Parties. For the avoidance of doubt, neither Keith Davidson nor Michael Cohen is an AMI Released Party. Nothing in this Agreement releases any claim that any McDougal Releasing Party has or may have against Keith Davidson and/or Michael Cohen.

**2.2. Releases of McDougal.** AMI, for itself and for its agents, representatives, attorneys, affiliates, partners, joint venturers, co-venturerers, assigns, licensees, and trustees and all persons acting by, through, under, or in concert with them (collectively the "AMI Releasing Parties"), hereby promise and covenant not to sue, and fully and forever release and discharge McDougal, and McDougal's employees, agents, attorneys, representatives, independent contractors, affiliates, partners, joint venturers, co-venturers, insurers, assignees, licensees, predecessors and successors in interest, heirs and trustees, and all persons acting by, through, under, or in concert with them (collectively, the "McDougal Released Parties"), from any and all Claims (as defined in Section 2.1 above). It is understood and agreed that the McDougal Released Parties may plead and invoke the releases provided in this Agreement as a complete defense and bar to any Claims brought by the AMI Releasing Parties.

**2.3. Section 1542 Waiver.** It is the express intention of each Party in executing this Agreement that it shall be effective as a bar to each and every one of the Claims released in this Agreement. In furtherance of this intention, each Party hereby expressly waives any and all rights and benefits conferred upon it or her by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement, and the

  
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releases specified in this Agreement, shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified.

Section 1542 provides:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

It is understood and agreed that the facts upon which this Agreement are based may hereafter turn out to be other or different than the facts now known by any of the McDougal Releasing Parties and/or the AMI Releasing Parties, or believed by any of them to be true. The McDougal Releasing Parties and the AMI Releasing Parties each expressly accept and assume the risk of the facts turning out to be different, and agree that the present Agreement shall be in all respects effective and not subject to termination, rescission or modification by reason of any such change in, or understanding of, the facts. Having been so apprised, the McDougal Releasing Parties and the AMI Releasing Parties, and all of them respectively, nevertheless hereby voluntarily elects to and do grant the releases as specified in this Agreement and, consistent with the releases in this Agreement, waive the rights described in California Civil Code Section 1542 and voluntarily elect to waive all claims, demands and causes of action that now exist in their favor whether known, unknown, suspected or unsuspected, as set forth in this Agreement.

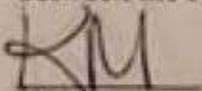
### **3. Miscellaneous Provisions.**

**3.1. No Admission of Liability.** Nothing herein shall constitute or be construed as an admission of any liability whatsoever by any Party. The Parties each deny any and all wrongdoing and liability.

**3.2. Attorneys' Fees and Costs To Date.** The Parties, and each of them, shall bear their own costs and attorneys' fees incurred up to and including the Effective Date.

**3.3. Construction of Agreement.** The language of this Agreement shall not be construed for or against either Party. The Parties acknowledge that they have both participated in the drafting of this Agreement, and the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and the Parties further agree that the rule of construction of contracts resolving ambiguities against the drafting Party shall be inapplicable to this Agreement. The headings used herein are for reference only and shall not affect the construction or interpretation of the Agreement.

**3.4. Sole Agreement.** This Agreement, together with the fully executed Exhibit A (collectively, the "Settlement Documents"), represent the sole and entire agreement between the Parties and supersede all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel. The Settlement Documents are

  
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intended to be final and binding between the Parties hereto, and the Parties warrant and represent to one another that no promises, inducements, representations or warranties, oral or written, which are not expressly set forth in the Settlement Documents, have been, or will be claimed to have been relied upon in entering into the Settlement Documents, or in making the settlement, releases or agreements provided for herein. This Agreement, together with the fully executed Exhibit A, is an integrated document.

**3.5. Counterparts.** This Agreement must be in writing and signed by duly authorized representatives of the Parties, and may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

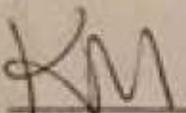
**3.6. Governing Law and Jurisdiction.** This Agreement is to be governed under and be construed pursuant to the laws of the State of California without giving effect to its conflict of laws provisions. Furthermore, the Parties agree that any action or proceeding brought to enforce or declare rights arising out of or relating to this Agreement will be brought exclusively in the State or Federal courts located in the County of Los Angeles, California. The Parties further consent to the jurisdiction of said courts and waive any claims of forum non conveniens or any other claims relating to venue.

**3.7. Authority; No Violation.** The undersigned individuals execute this Agreement on behalf of the respective Parties; and each of the Parties, and the undersigned individuals warrant and represent that the undersigned individuals are authorized to enter into and execute this Agreement on behalf of the respective Parties. Each of the Parties represents and warrants that it has all due authority to enter into this Agreement and that neither the entry into this Agreement nor the performance thereof violates any law or court order to which it is subject, any of its constitutive documents or any contract to which it is already a party.

**3.8. Successors and Assigns.** This Agreement will be binding upon the Parties' successors, assigns, heirs, executors, administrators, and other legal representatives.

**3.9. Warranty and Representation Re No Prior Actions Except The Action.** Each of the Parties, on behalf of themselves and each of their respective representatives, agents, employees and attorneys promises, represents, warrants and covenants that as of the time of signing this Agreement, that, with the exception of the Action, they have not filed any claims, complaints, lawsuits, arbitrations, or other actions or proceedings in any court, agency, arbitral body or other jurisdiction against any of the other Parties or their agents, representatives or employees.

**3.10. Initial Public Statement.** Upon McDougal's filing of the request for voluntary dismissal of this Action, the Parties understand and agree that McDougal will issue the first public statement, immediately following which AMI may issue its own statement. Nothing herein is intended to prohibit the parties from issuing subsequent statements or limiting their speech about the Action or any other matter.

  
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3.16. **Severability.** If any provision of this Agreement is found to be void, unenforceable, illegal, impractical or contrary to public policy, then the remainder of the Agreement nevertheless shall remain in full force and effect, and, to the extent reasonably possible, the parties shall reframe the unenforceable provision with an enforceable provision that most closely approximates the intent of the unenforceable provision. The release provided in this Agreement is effective immediately upon the Effective Date, and may not be rescinded or retracted by any alleged breach or violation of this Agreement.

3.17. **Voluntary and Informed Agreement.** The Parties acknowledge that they have been represented by independent counsel of their choice for signed all negotiations related to this Agreement and its execution. The Parties expressly acknowledge that they have neither received nor relied on the advice of any other Party to this Agreement or any of its agents, representatives or employees with regard to any federal and/or state tax consequences of this settlement. The Parties represent that they have read and have fully understood all of the provisions of this Agreement, that they have had sufficient and reasonable time and opportunity to discuss all aspects of this Agreement and Exhibit A with their counsel and that they are entering into this Agreement voluntarily, freely and with full consent.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and General Release on the dates indicated below effective as of the Effective Date.

Dated: 4/18/18

  
Sara McDougall

Dated: \_\_\_\_\_

\_\_\_\_\_  
American Media, Inc.

By: \_\_\_\_\_

Approved as to form by:

Dated: 4/18/18

  
Peter R. Sims, Esq., Counsel for Sara McDougall

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cameron Stracher, Esq., Counsel for American Media, Inc.

  
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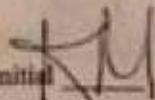
# **EXHIBIT A**



This agreement (the "Agreement") is entered into by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"), effective as of the date of the last party's signature below (the "Effective Date"). The Agreement is a novation of a Name and Rights License Agreement entered into by and between AMI and McDougal as of August 5, 2016, and amended on November 29, 2016 (the "Original Agreement, as amended"). For ease of reference, the Original Agreement, as amended, is attached hereto as Exhibit 1.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, AMI and McDougal agree as follows:

1. **Accord & Satisfaction of Photography and Writing.** AMI and McDougal hereby agree that McDougal's performance prior to the Effective Date constitutes a full accord and satisfaction of her responsibilities in the Original Agreement, as amended, with respect to photography and writing.
2. AMI shall have the right, but not the obligation, to create five columns on health and fitness for initial publication in *US Weekly*, *Men's Journal*, and *Muscle & Fitness Hers*, and their associated websites, under McDougal's name and likeness, using information and images previously provided by McDougal to AMI. McDougal shall have the right to approve, in good faith, any images that AMI chooses to include in any such publication.
3. AMI shall have the right, but not the obligation, to create a cover for *Men's Journal* magazine using images previously provided by McDougal to AMI, or from images previously taken of McDougal by AMI, along with an accompanying article about health and fitness in *Men's Journal* magazine using information and images previously provided to AMI by McDougal or previously taken of McDougal by AMI. McDougal shall have the right to approve, in good faith, any images that AMI chooses to include in any such cover and/or article.
4. **Reversion of Limited Life Story Rights to McDougal.** All rights in and to McDougal's "Limited Life Story Rights," as defined in the Original Agreement, as amended, shall immediately revert to McDougal on the Effective Date. Notwithstanding the above, if McDougal sells or licenses the "Limited Life Story Rights" to any third party within one (1) year of the Effective Date, AMI shall be entitled to 10 percent (10%) of all revenue actually received by McDougal from such sale or license, subject to a global cap of \$75,000 from all such sales or licenses (the "AMI Royalty"). AMI may elect to keep the AMI Royalty or donate such amounts to a charity of McDougal's choosing. For the avoidance of doubt, McDougal's "Life Story Rights" as used in connection with the term "Limited Life Story Rights" in the Original Agreement, as amended, shall mean only the rights to use McDougal's name, likeness, image, or voice in a fiction or non-fiction narrative movie, television or radio series, book, magazine, or theatrical production and subject to the custom and usage in the Entertainment Industry. For the avoidance of doubt, AMI shall not have any right to any revenue received by McDougal from any other source including, but not limited to, modeling, endorsements, or other public appearances, or publications not involving the sale or license of McDougal's "Limited Life Story Rights," nor shall any AMI

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Royalty be payable in connection with any sale or license of the Limited Life Story Rights after the first anniversary of the Effective Date.

5. Each party hereto represents and warrants that (a) it has the full right and authority to enter into this Agreement and to perform the services and obligations set forth hereunder and that it has not made or assumed any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder, (b) it will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder and (c) neither its entry into its obligations under this Agreement nor the performance of its obligations hereunder violates any law or court order applicable to it nor its obligations under any of its constituent documents or any contract to which it is already a party.

6. McDougal acknowledges that all of the results and proceeds of the services provided by McDougal in connection with the Original Agreement, as amended (the "Services"), are a work-for-hire and that AMI owns all right, title and interest therein of every kind or nature, whether now known or hereafter devised, including without limitation, the entire copyright (including all extensions and renewals) therein throughout the universe in perpetuity. McDougal acknowledges and agrees that if any portion of the Services do not qualify as a "work for hire," then to the extent such intellectual property rights in the Services do not vest in AMI, McDougal hereby irrevocably grants, assigns, and transfers to AMI all of McDougal's rights, title and interest in and to the results and proceeds of the Services.

7. It is expressly understood, agreed and covenanted that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture.

8. Nothing herein prohibits AMI from publishing any news and information related to McDougal in its publications as part of its regular course of business.

9. Each party hereby agrees to defend, and otherwise hold harmless the other party, its employees, successors and assigns, from and against any and all liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable outside attorneys' fees) arising out of or resulting from any breach by the indemnifying party of any of the representations, warranties or agreements contained in this Agreement.

10. This Agreement sets forth the entire understanding of the parties regarding its subject matter and may not be amended except by a written instrument signed by both parties. This Agreement supersedes and replaces any and all prior agreements between the parties, whether written or oral, including the Original Agreement, as amended. This Agreement shall be construed in accordance with, and shall in all respects be governed by, the laws of the State of California. This Agreement may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, AMI and McDougal have executed this Agreement as of the Effective Date indicated above.

AMERICAN MEDIA, INC.

KAREN MCDUGAL

By: \_\_\_\_\_

Karen McDougal

Its: \_\_\_\_\_

Dated: 4-18-18

Dated: \_\_\_\_\_

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# **EXHIBIT 1**



## NAME AND RIGHTS LICENSE AGREEMENT

This agreement (the "Agreement") is entered into as of August 5, 2016 (the "Effective Date") by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. McDougal grants to AMI, for two years from the Effective Date, the right to identify McDougal as the author of, and use McDougal's name, likeness, and image in connection with, the following: (i) a monthly column on aging and fitness for *Star* magazine; (ii) a monthly column on aging and fitness for *Ok* magazine; (iii) four posts each month on aging and fitness for *Radar Online* (collectively, the "Columns"). AMI shall provide to McDougal a so-called *ghost-writer* or *ghost-writers* who will work with McDougal in the creation of her Columns. Notwithstanding anything else in this agreement, McDougal shall have the absolute right to approve any image of her which may appear on any AMI publication or property.

2. Magazine Covers.

2.1 McDougal further agrees to pose for and appear on the cover of *Men's Fitness* and *Muscle & Fitness Hers*, and to be interviewed for articles to appear in those magazines, at a time, date, and place to be determined by AMI in consultation with McDougal. AMI agrees to prominently feature McDougal on the covers discussed in this Paragraph within two years of the Effective Date.

2.2 McDougal further agrees that, in connection with the publication of her Columns, AMI may use her name and/or image on the covers of *Star Magazine* and/or *OK Magazines*, at AMI's discretion.

3. In addition, McDougal grants, assigns, and transfers to AMI, and AMI hereby acquires, McDougal's Limited Life Story Rights (as defined herein). The "Limited Life Story Rights" granted by McDougal are limited to any romantic, personal and/or physical relationship McDougal has ever had with any then-married man. The "Limited Life Story Rights" means all rights in and to the life story of McDougal regarding, (in the broadest possible way), any relationship she has ever had with a then-married man, and all themes, characters, events and incidents relating thereto, and all other material (whether written or oral) created, owned or controlled by McDougal in connection therewith. The grant of Limited Life Story Rights made hereby shall include all rights, title, interest and permission to use such rights in any and all media now known or hereafter known throughout the universe in perpetuity (the "Productions"). The grant of Limited Life Story Rights shall be complete, exclusive and without exception and McDougal reserves none of the Limited Life Story Rights hereby granted.

4. In connection with all the rights granted herein to AMI by McDougal, AMI shall pay McDougal the sum of \$150,000 (One Hundred and Fifty thousand dollars), payable within two business days following the execution of this Agreement.

5. Nothing herein shall obligate AMI to use the Life Rights in connection with any media. AMI's obligations to McDougal shall be the payment to McDougal of the sum set forth in paragraph 4 and the obligations set forth in paragraphs 1; 2.1; and 2.2.

6. All decisions whatsoever, whether of a creative or business nature, regarding any of the rights granted by McDougal to AMI herein, or any rights derived or ancillary thereto, shall be made by AMI in its sole discretion.

7. McDougal agrees that McDougal shall not grant the same or similar rights to any other party that McDougal has granted to AMI pursuant to this Agreement. In addition, McDougal shall not disclose, write about, nor cause to be disclosed or written about (including any posts on social media such as Facebook, Twitter, etc.), nor give interviews relating to, McDougal's Limited Life Story Rights granted herein at any time without the prior written consent of AMI, except as required by law. McDougal acknowledges and agrees that in the event McDougal violates the terms of this paragraph, AMI will suffer damages and other harm that will be significant but difficult to measure. Therefore, in addition to its other remedies in law or equity, AMI shall be entitled to liquidated damages in the amount of \$150,000 for any such breach.

8. Each party hereto represents and warrants that it has the full right and authority to enter into this Agreement and to perform the services and obligations set forth hereunder and that it/she has not made or assumed and will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder.

9. McDougal acknowledges that all of the results and proceeds of the services provided by McDougal in connection with this Agreement will be deemed a work-for-hire and that AMI shall own all right, title and interest therein of every kind or nature, whether now known or hereafter devised, including without limitation, the entire copyright (including all extensions and renewals) therein throughout the universe in perpetuity. McDougal shall have the right to re-post or link any AMI story about or concerning her on her personal and varying social media accounts and/or her web-site, KarenMcDougal.com.

10. McDougal's services are personal and unique in nature and McDougal may not assign this Agreement or any of McDougal's obligations. AMI may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party.

11. It is expressly understood, agreed and covenanted that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture.

12. Each party hereby agrees to defend, indemnify and otherwise hold harmless the other party, its employees, successors and assigns, from and against any and all liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable outside attorney's fees) arising out of or resulting from any breach by the indemnifying party of any of the representations, warranties or agreements contained in this Agreement.

13. In recognition of the mutual benefits to each party of a voluntary system of alternative dispute resolution which involves binding confidential arbitration of all disputes of any kind which may arise between them, the exclusive manner of resolution of any and all disputes, claims or controversies arising between them of any kind or nature whatsoever, including without limitation claims arising from or pertaining in any manner to breach of this Agreement, shall be resolved by mandatory BINDING confidential Arbitration. Arbitration shall take place before JAMS under the JAMS Comprehensive Arbitration Rules and Procedures (including Interim Measures) ("JAMS Rules") in New York, New York, and will be heard and decided by a sole, neutral arbitrator ("Arbitrator") selected either by mutual agreement of the Parties or selected under JAMS Rules. Whether a dispute is arbitrable, the arbitrator's

jurisdiction, and issues regarding enforceability of this Agreement shall be determined by the Arbitrator and not by any court. The Arbitrator shall have the right to impose any and all legal and equitable remedies that would be available to any Party before any governmental dispute resolution forum or court of competent jurisdiction. If a request for immediate provisional relief is filed by a Party and if no Arbitrator has been appointed, JAMS shall appoint an Arbitrator who shall determine the request as soon as possible. The Arbitrator so appointed shall be determined by JAMS in its discretion not to have any material disclosure as to any Party or counsel, and the Parties shall waive the right to formal disclosure and the right to disqualify the Arbitrator so appointed as otherwise permitted by New York law. The Parties understand that these waivers are intended to effectuate their agreed process of immediate determination of a request for provisional relief. The Arbitrator shall render a written opinion which contains his/her factual and legal reasoning. The Party who prevails in any Arbitration may seek to have the Arbitrator's award entered as a judgment in any court of competent jurisdiction. If the prevailing Party files a petition to confirm the Arbitrator's Award and/or if any Party seeks to vacate an Award, any documents containing Confidential Information filed with any court in connection with such court proceedings shall be filed under seal to the greatest extent permissible by law, and any party filing such documents containing Confidential Information shall seek to obtain a Court Order sealing such documents contained in the Court file in order to maintain confidentiality of Confidential Information, to the greatest extent permissible by law, with all Parties having stipulated to the factual and legal grounds for such sealing. BY AGREEING TO ARBITRATION, THE PARTIES ARE GIVING UP ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JUDGE OR JURY WITH REGARD TO THE MATIERS WHICH ARE REQUIRED TO BE SUBMITTED TO MANDATORY BINDING ARBITRATION. THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THERE IS NO RIGHT TO AN APPEAL OR A REVIEW OF AN ARBITRATOR'S AWARD AS THERE WOULD BE OF A JUDGE OR JURY'S DECISION.

14. Without limiting any other provision in this Agreement, McDougal's remedy for any breach of this Agreement by AMI shall be limited to monetary damages, and in no event shall McDougal be entitled to rescind this Agreement or to seek injunctive or any other equitable relief.

15. This Agreement sets forth the entire understanding of the parties regarding its subject matter and may not be amended except by a written instrument signed by both parties. This Agreement shall be construed in accordance with, and shall in all respects be governed by, the laws of the State of New York. This Agreement may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, AMI and McDougal have executed this Agreement as of the Effective Date indicated above.

AMERICAN MEDIA, INC.

By: \_\_\_\_\_

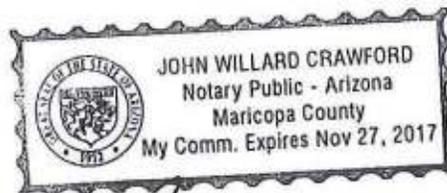
Its: \_\_\_\_\_

*[Handwritten signature]*  
*Chief Content Officer*

KAREN MCDUGAL

*[Handwritten signature]*

*John Crawford*  
 I, *John Crawford*, a Notary Public, do  
 Certify that, on the 6 day of Aug, 2016  
 I personally made the above/attached copy of \_\_\_\_\_  
 From the original, and it is a true, exact, complete, and  
 Unaltered copy.



*[Handwritten signature]*



## AMENDMENT TO NAME AND RIGHTS LICENSE AGREEMENT

Reference is made to the Name and Rights License Agreement (the "Agreement"), entered into as of August 5, 2016, by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that Paragraph 7 of the Agreement shall be replaced and amended as follows:

7. McDougal agrees that McDougal shall not grant the same or similar rights to any other party that McDougal has granted to AMI pursuant to this Agreement with prior written approval of AMI. In addition, McDougal shall not disclose, write about, nor cause to be disclosed or written about (including any posts on social media such as Facebook, Twitter, etc.), nor give interviews relating to, McDougal's Limited Life Story Rights granted herein at any time without the prior written consent of AMI, except as required by law. McDougal acknowledges and agrees that in the event McDougal violates the terms of this paragraph, AMI will suffer damages and other harm that will be significant but difficult to measure. Therefore, in addition to its other remedies in law or equity, AMI shall be entitled to liquidated damages in the amount of \$150,000 for any such breach. Notwithstanding the above, McDougal may respond to legitimate press inquiries regarding the facts of her alleged relationship with Donald Trump. In connection therewith, AMI shall retain the services of Matthew Hiltzik at Hiltzik Strategies for a period of one month commencing on December 1, 2016, and Jon Hammond at Galvanized for a period of five months commencing on January 1, 2016, to provide PR and reputation management services and to coordinate any such response(s) in consultation with AMI.

Except as otherwise specifically set forth herein, all of the other terms and conditions of the Agreement are hereby ratified and confirmed.

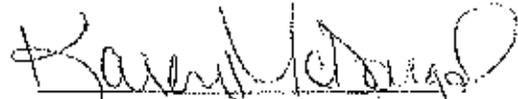
*[Signature page follows.]*

Please sign below to indicate your acceptance of the foregoing.

AMERICAN MEDIA, INC.

By:   
Dated: 12/7/16.

KAREN MCDUGAL

  
Dated: 11-29-16