

DISPLAY RACK AGREEMENT

Display Rack Agreement ("Agreement") dated as of the _____ day of _____, 20____
by and between STL Distribution Services LLC, a Delaware limited liability company
("STLD") and _____ ("Retailer").

RECITALS

- A. STLD is a distributor of newspapers and free publications in the greater St. Louis Metropolitan area (the "Area").
- B. Retailer operates retail location(s) in the Area which are open to the general public (the "Locations").
- C. STLD desires to place a display rack for the distribution of free publications (the "Racks") in the Locations and Retailer desires to allow STLD to place such Racks in the Locations in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. Retailer agrees that STLD may place multi-user Racks designed for the dissemination of free publications to the general public in the Locations chosen by STLD and acknowledges that STLD may choose not to put a Rack in any particular Location(s).
2. Retailer agrees that the Racks will be placed inside a Location near an exit/entrance area. In the event a Location has more than one exit/entrance area, Retailer agrees that STLD may place a Rack at each such exit/entrance area in its sole discretion.
3. Retailer agrees that the Rack will be exclusive and that Retailer will not allow any other racks or displays for the dissemination of free newspapers or any other type of free publication in any Location identified in the agreement.
4. Retailer agrees that STLD will have sole discretion as to which publications are allowed to be placed in the Rack.
5. In consideration of the rights granted STLD under this Agreement, STLD agrees to compensate Retailer as follows: _____
6. STLD agrees to keep the Racks neat and clean and in good repair and maintains ownership of Racks.
7. Retailer agrees to assist STLD in keeping unauthorized publications out of the Racks and to notify STLD if any Rack needs maintenance.
8. This Agreement may be terminated by either party upon _____ days written notice.
9. Any notices required to be given under this Agreement shall be sent by certified or overnight mail (or by facsimile with verification of receipt) to the address set forth below:

STLD

STL Distribution Services LLC
900 N. Tucker Blvd. Suite #400
St. Louis, MO 63101
Telephone: (314)556-6402
Fax: (314) 556-6401

RETAILER

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Tax Payer ID # _____