

**1010 WASHINGTON BOULEVARD
LEASE ABSTRACT**

Landlord: Metropolitan Life Insurance Co..

Tenant : **J. Brown/LMC Group**
DBA Grey Advertising, Inc.

Tenant ID.No.:

Incorporation: Delaware

Building: 1010 Washington Boulevard

Lease Date: April 25, 1994

Lease Supplement: December 9, 1996

Amendment No.1: March 2, 2000

Amendment No.2: June 21, 2000

Amendment No.3: September 7, 2000

Amendment No.4: December 20, 2000

Amendment No 5: March 7, 2002

Tenant Contact:

SECTION

Total Building Area: 136,977 rentable square feet

Area: 14,884
Supplement: 3,403 total 18,287

1. Amendments No.1 1,424 temporary space A
Amendment No.2 18,965 rsf - effective October 1, 2001
Amendment No.2 6,107 space B
Amendment No.3 3,898 space C
Amendment No.4 Space substitution
Amendment No. 5 Space A extension period

Location: 8th floor
Amendment No.1 2nd floor space A
1. Amendment No.3 6th floor space C
Amendment No.4 6th floor space substitution
Amendment No.5 2nd floor space A

Term: 7 years
Amendment No.1 1 year
Amendment No.5 1 year, 9 months

Lease Commencement Date: September 19, 1994
Supplemental: September 09, 1996
2. Amendment No.1 March 22, 2000 temp space A
3. Amendment No.2 June 21, 2000
1. Amendment No.3 space C September 22, 2000
Amendment No.5 space A March 22, 2001

Rent Commencement Date:

	Supplemental:		September 19, 1994
2.	Amendment No.1		September 09, 1996
1.	Amendment No.2	premises	March 22, 2000
3.	Amendment No.2	space B	October 1, 2001
1.	Amendment No.3	space C	June 21, 2000
	Amendment No. 5	space A	September 22, 2000
			April 15 th 2002

Expiration Date:

1.	Amendment No.1		September 30, 2001
1&3	Amendment No.2/3		March 21, 2001
	Amendment No. 5		September 30, 2009
			December 31, 2002

Base Rent Per Year:

	Supplemental:		10/19/94-11/15/96	\$238,144
			11/16/96-09/18/97	\$292,592
			09/19/97-09/30/01	\$310,879
4.	Amendment No.1	Space A	03/22/00-03/21/01	\$ 32,752
1.	Amendment No.2	premises	10/01/01-09/30/04	\$535,761.25 (44,646.77 mo.)
			10/01/04-09/30/06	\$573,691.25 (47,807.60 mo.)
			10/01/06-09/30/09	\$592,656.25 (49,388.02 mo.)
3.	Amendment No.2	Space B	06/21/00-09/30/04	\$172,522.75 (14,376.90 mo.)
			10/01/04-09/30/06	\$184,736.75 (15,394.73 mo.)
			10/01/06-09/30/09	\$190,843.75 (15,903.65 mo.)
1.	Amendment No.3	Space C	09/22/00-09/30/01	\$114,991.00 (9,582.58 mo.)
			10/01/01-09/30/04	\$120,838.00 (10,069.83 mo.)
			10/01/04-09/30/06	\$126,685.00 (10,557.08 mo.)
			10/01/06-09/30/09	\$132,532.00 (11,044.33 mo.)
1.	Amendment No.5	Space A	03/22/01-12/31/02	\$37,024.00 (3,085.33 mo.)

Electric:

4.	Amendment No.1	Space A	\$1.25 annually
1.	Amendment No.2	premises	\$1.75 annually
			1.75 annually (2,666.85 mo.)
			**eff.10/1/01 (2,765.73 mo.)
3.	Amendment No.2	Space B	\$1.75 annually (890.60 mo.)
1.	Amendment No.3	Space C	\$1.75 annually (568.45 mo.)
4.	Amendment No.5	Space A	\$1.75 annually (207.66 mo.)

Late Charge/Default Rate:

5 day grace period – 5% on balance due

Real Estate Tax Base Year:

6	Amendment No.2	premises & B	7/1/94 – 6/30/95
4.	Amendment No.3 spc C		**eff. 10/1/01 7/1/2001 –6/30/2002
6.	Amendment No.5	Space A	7/1/2001 – 6/30/2002
			7/1/1999 – 6/30/2000

Operating Expense Base Year:

5	Amendment No2	premises & B	1994 calendar year (adjusted for 95% occupancy)
3.	Amendment No.3	spc C	**eff. 10/1/01 2001 calendar year
7.	Amendment No.5	spc A	2001 calendar year
			2000

Tenant's Share:

Supplemental	11.107%
	13.647%

	Amendment No.1	space A	1.0541%
7	Amendment No.2	10/01/01	13.94% premises
		space B	4.49%
5.	Amendment No.3	space C	2.885%
7.	Amendment No.5	space A	1.0473%

Security Deposit: N/A

Landlord's Work:

- | | | | |
|----|-----------------------------|-------------------------|---|
| 2. | Amendment No.2 eff. 10/1/01 | \$10.00 psf (\$189,650) | LL to reimburse TT for completed work. Unused TI allowance to be used to offset rent. The cost of the demising wall is paid by LL and not included in the TI allowance. |
| 4. | Amendment No.2 Space B | \$20.00 psf (\$122,140) | LL to reimburse TT for completed work. Unused TI allowance to be used to offset rent. The cost of the demising wall is paid by LL and not included in the TI allowance. |
| 2. | Amendment No.3 | Space C | \$20.00 psf (\$77,960)
LL to reimburse based on percentage of TI completed. LL to pay based on contractor's vouchers for completed work. ANY UNUSED TI IS TO BE OFFSET AGAINST RENT. |
| 8. | Amendment No.5 | | No workletter |

Broker: CB Comemercial & Newmark RE Services
Amendment No.1/2/3/4/5 **Albert B. Ashforth, Inc & Insignia/ESG**

Insurance: Commercial general liability insurance: \$1,000,000 per occurrence; \$2,000,000 annual aggregate for bodily and personal injury and contractual liability; and \$100,000 for property damage

Assignment/Subletting: Allowed with Landlord's consent with 50% of any funds in excess of Tenant's Fixed Rent and Expense Reimbursement, subject to Landlord's right of recapture.

Renewal Option: None

Right of First Offer: Provided TT has 36 months or more remaining in lease, TT may lease for remaining term any available space on the 6th floor, at Fair Market Rent.

Amendment No.2/3

HVAC Services: LL to make available a supplemental 1.5 ton ac unit. Maintenance is responsibility of TT.
Amendment No.3 **\$150.00 per month fee**

Business Hours: 8:00 am to 6:00 pm Monday – Friday
9:00 am to 1:00 pm Saturdays.

Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas

Parking:

5. Amendment No.3:

6 non-reserved spaces in garage

3 add'l spaces for expansion

6 add'l spaces effective 6/1/01

\$45.00 per monthly for add'l cards

5. Amendment No.1/2/3

2.6 per 1,000 feet of office space

Termination

3 Amendment No.1

Space A upon (60) days written notice to LL, provided TT has executed a Lease amendment #2 to extend for (5) years for 6,107 rsf on the 6th floor.

12 Amendment No.2/3

WAIVED TERMINATION OPTION

Prepared by: Nancy L. Cohen

Date: September 29, 2000

Reviewed by: _____

Date: _____