

Registration No. 333-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549-----
FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933
-----INDIVIDUAL INVESTOR GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware	13-3487784
State or Jurisdiction of	(I.R.S. Employer
Incorporation or Organization	Identification Number)
1633 BROADWAY, 38TH FLOOR	
NEW YORK, NEW YORK 10019	
(Address of principal executive offices)	

1996 PERFORMANCE EQUITY PLAN,
1996 MANAGEMENT INCENTIVE PLAN
AND
OTHER EMPLOYEE BENEFIT PLANS
(Full title of the Plans)JONATHAN L. STEINBERG, Chairman
Individual Investor Group, Inc.
1633 Broadway, 38th Floor
New York, New York 10019
(212) 843-2777

(Name, address and telephone number, including area code, of agent for service)

with a copy to:
PETER M. ZIEMBA, ESQ.
Graubard Mollen & Miller
600 Third Avenue
New York, New York 10016-2097
Telephone: (212) 818-8800<TABLE>
<CAPTION>

CALCULATION OF REGISTRATION FEE

Title of Securities Amount of to be registered registration fee	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price
<C>	<C>	<C>	<C>
Common Stock issuable upon exercise of \$ 2,586.20 options which may be granted under the 1996 Performance Equity Plan(1).....	1,000,000 (3)	\$7.50	\$7,500,000
Common Stock issuable upon exercise of \$ 1,004.96 options and other stock-based awards granted and outstanding under employee benefit plans ("Benefit Plans") (2).....	240,000 (3) 100,000 50,000 30,000 100,000	\$5.75 \$5.8125 \$4.4375 \$4.375 \$6.00	\$2,914,375
Common Stock issuable upon exercise of \$ 1,293.10 options which may be granted under the 1996 Management Incentive Plan(1).....	500,000 (3)	\$7.50	\$3,750,000
TOTAL.....			
\$4,884.26			

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(footnotes on next page)
</TABLE>

1

- (1) Based on the last sale price of the Common Stock as reported by The Nasdaq Stock Market on December 9, 1996, in accordance with Rules 457(c) and 457(h) promulgated under the Securities Act of 1933, as amended ("Securities Act").
- (2) Represents the exercise prices payable for the 520,000 shares that may be acquired under outstanding options granted pursuant to the Benefit Plans in accordance with Rule 457(h) promulgated under the Securities Act.
- (3) The amount being registered represents the maximum number of shares of Common Stock that may be issued by the Company under the 1996 Performance Equity Plan and 1996 Management Incentive Plan and upon exercise of options under the Benefit Plans. Pursuant to Rule 416, there are also being registered additional shares of Common Stock as may become issuable pursuant to the anti-dilution provisions of each of such plans.

In accordance with the provisions of Rule 462 promulgated under the Securities Act of 1933, as amended, the Registration Statement will become effective upon filing with the Securities and Exchange Commission.

The Registration Statement, including all exhibits and attachments, contains 64 pages. The exhibit index may be found on page 9 of the consecutively numbered pages of the Registration Statement.

2

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information. *

* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933 and the Note to Part I of Form S-8.

3

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents previously filed by the Registrant with the Securities and Exchange Commission (the "Commission") are incorporated by reference in this Registration Statement:

- (a) The Registrant's Annual Report on Form 10-KSB for the fiscal year ended December 31, 1995, filed with the Securities and Exchange Commission (the "Commission") pursuant to Section 13(a) of the Securities Exchange Act of 1934 (the "Exchange Act");

- (b) The Registrant's Quarterly Reports on Form 10-QSB for the periods ended March 31, 1996, June 30, 1996 and September 30, 1996, filed with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act;
- (c) The Registrant's Proxy Statement dated May 8, 1996; and
- (d) The description of the Company's common stock, par value \$.01 per share (the "Common Stock"), contained in the Registrant's 8-A Registration Statement filed with the Commission pursuant to Section 12(b) of the Exchange Act, including any subsequent amendment(s) or report(s) filed for purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the respective date of filing of such documents. Any statement contained in a document incorporated by reference herein is modified or superseded for all purposes to the extent that a statement contained in this Registration Statement or in any other subsequently filed document which is incorporated by reference modifies or replaces such statement.

Item 4. Description of Securities.

The Common Stock of the Registrant is registered under Section 12 of the Exchange Act.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware empowers a Delaware corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent, does not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

In the case of an action by or in the right of the corporation, Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action in any of the capacities set forth above against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in and not opposed to the

best interests of the corporation, except that indemnification is not permitted in respect of any claim, issue, or matter as to which such person is adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought determines upon application that, despite the adjudicate of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court deems proper. Section 145 further provides: that a Delaware corporation is required to indemnify a director, officer, employee, or agent against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with any action, suit, or proceeding or in defense of any claim, issue, or matter therein as to which such person has been successful on the merits or otherwise; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be

entitled; that indemnification provided for by Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of such person's heirs, executors, and administrators; and empowers the corporation to purchase and maintain insurance on behalf of a director or officer against any such liability asserted against such person in any such capacity or arising out of such person's status as such whether or not the corporation would have the power to indemnify him against liability under Section 145. A Delaware corporation may provide indemnification only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct. Such determination is to be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not party to such action, suit, or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Article VIII of the Amended and Restated Certificate of Incorporation of the Company and Article VIII of the Bylaws of the Company provides for indemnification of directors and officers of the Company to the fullest extent permitted by law, as now in effect or later amended. Article VIII of the Bylaws provides that expenses incurred by an officer or director in defending a civil or criminal action, suit, or proceeding may be paid by the Company in advance of final disposition upon receipt of an undertaking by or on behalf of such person to repay such amount if it ultimately is determined that such person is not entitled to be indemnified by the Company.

The Company may provide liability insurance for each director and officer for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of the Company. The Company currently maintains such liability insurance.

Article VII of the Company's Amended and Restated Certificate of Incorporation eliminates the personal liability of the directors of the Company to the fullest extent permitted by the provisions of Section 102 of the Delaware General Corporation Law, as the same may be amended and supplemented.

Additionally, the Company has entered into Indemnification Agreements with certain of its directors and officers whereby the Company has agreed to indemnify, and advance expenses to, each indemnitee to the fullest extent permitted by applicable law. The Indemnification Agreements will continue until and terminate upon the later of (i) ten years after the date that the indemnitee has ceased to serve as a director or officer of the Company or any entity which the indemnitee served at the request of the Company, or (ii) the final termination of all pending proceedings in respect of which the indemnitee is granted rights of indemnification or advancement of expenses or any proceeding commenced by the indemnitee.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

Exhibit No.	Description
4.1	1996 Performance Equity Plan
4.2	Stock Option Agreement, dated June 21, 1995, for the purchase of 30,000 shares between Bruce Sokoloff and the Company
4.3	Stock Option Agreement, dated June 23, 1995, for the purchase of 80,000 shares between Jonathan L. Steinberg and the Company
4.4	Stock Option Agreement, dated June 23, 1995, for the purchase of 80,000 shares between Robert Schmidt and the Company
4.5	Stock Option Agreement, dated June 23, 1995, for the purchase of 50,000 shares between Scot A. Rosenblum and the Company
4.6	Stock Option Agreement, dated July 27, 1995, for the purchase of 100,000 shares between Russell A. Anmuth and the Company
4.7	Stock Option Agreement, dated November 1, 1995, for the purchase of 50,000 shares between Gordon Anderson and the Company
4.8	Stock Option Agreement, dated December 1, 1995, for the purchase of 30,000 shares between Sharon Cartotto and the Company
4.9	Stock Option Agreement, dated March 15, 1996, for the purchase

of 100,000 shares between Jay Burzon and the Company

4.10 1996 Management Incentive Plan

5.1 Opinion of Graubard Mollen & Miller

23.1 Consent of Deloitte & Touche LLP, independent auditors for Registrant

23.2 Consent of Ernst & Young LLP, independent auditors for WisdomTree Associates, L.P.

23.3 Consent of Graubard Mollen & Miller (Included in Exhibit 5.1)

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement;

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing procedures, or otherwise,

the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on this 11th day of December, 1996.

INDIVIDUAL INVESTOR GROUP, INC.

By: /s/ Jonathan L. Steinberg

Jonathan L. Steinberg, Chairman of the Board

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Jonathan L. Steinberg and Scot A. Rosenblum his true and lawful attorneys-in-fact and agents, each acting alone, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this Registration Statement, including post-effective amendments, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that said attorneys-in-fact and agents, each acting alone, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jonathan L. Steinberg ----- Jonathan L. Steinberg	Chief Executive Officer, Treasurer and Director (Principal Executive Officer)	December 12, 1996
/s/ Robert H. Schmidt ----- Robert H. Schmidt	President and Director	December 12, 1996
/s/ Scot A. Rosenblum ----- Scot A. Rosenblum	Chief Financial Officer, Vice President, Secretary and Director (Principal Financial Office)	December 12, 1996
/s/ Henry G. Clark ----- Henry G. Clark	Controller (Principal Accounting Officer)	December 12, 1996
/s/ Bruce L. Sokoloff ----- Bruce L. Sokoloff	Director	December 12, 1996
/s/ Peter M. Ziemba ----- Peter M. Ziemba	Director	December 12, 1996

<TABLE>
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EXHIBIT INDEX

Exhibit No.	Description
<C>	
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Page No.
<C>
10-19

4.2 Stock Option Agreement, dated June 21, 1995, for the purchase of 30,000 shares between Bruce Sokoloff and the Company	20-22
4.3 Stock Option Agreement, dated June 23, 1995, for the purchase of 80,000 shares between Jonathan L. Steinberg and the Company	23-26
4.4 Stock Option Agreement, dated June 23, 1995, for the purchase of 80,000 shares between Robert Schmidt and the Company	27-30
4.5 Stock Option Agreement, dated June 23, 1995, for the purchase of 50,000 shares between Scot Rosenblum and the Company	31-34
4.6 Stock Option Agreement, dated July 27, 1995, for the purchase of 100,000 shares between Russell A. Anmuth and the Company	35-37
4.7 Stock Option Agreement, dated November 1, 1995, for the purchase of 50,000 shares between Gordon Anderson and the Company	38-41
4.8 Stock Option Agreement, dated December 1, 1995, for the purchase of 30,000 shares between Sharon Cartotto and the Company	42-45
4.9 Stock Option Agreement, dated March 15, 1996, for the purchase of 100,000 shares between Jay Burzon and the Company	46-49
4.10 1996 Management Incentive Plan	52-61
5.1 Opinion of Graubard Mollen & Miller	62
23.1 Consent of Deloitte & Touche LLP, independent auditors for Registrant	63
23.2 Consent of Ernst & Young LLP, independent auditors for WisdomTree Associates, L.P.	64
23.3 Consent of Graubard Mollen & Miller (Included in Exhibit 5.1)	62

</TABLE>

Approved by Board of Directors March 18, 1996
Approved by Stockholders on: June 19, 1996

INDIVIDUAL INVESTOR GROUP, INC.

1996 Performance Equity Plan

Section 1. Purpose; Definitions.

1.1 Purpose. The purpose of the Individual Investor Group, Inc. (the "Company") 1996 Performance Equity Plan (the "Plan") is to enable the Company to offer to its key employees, officers, directors and consultants whose past, present and/or potential contributions to the Company and its Subsidiaries have been, are or will be important to the success of the Company, an opportunity to acquire a proprietary interest in the Company. The various types of long-term incentive awards which may be provided under the Plan will enable the Company to respond to changes in compensation practices, tax laws, accounting regulations and the size and diversity of its businesses.

1.2 Definitions. For purposes of the Plan, the following terms shall be defined as set forth below:

(a) "Agreement" means the agreement between the Company and the Holder setting forth the terms and conditions of an award under the Plan.

(b) "Board" means the Board of Directors of the Company.

(c) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto and the regulations promulgated thereunder.

(d) "Committee" means the Stock Option Committee of the Board or any other committee of the Board, which the Board may designate to administer the Plan or any portion thereof. If no Committee is so designated, then all references in this Plan to "Committee" shall mean the Board.

(e) "Common Stock" means the Common Stock of the Company, par value \$.01 per share.

(f) "Company" means Individual Investor Group, Inc., a corporation organized under the laws of the State of Delaware.

(g) "Deferred Stock" means Stock to be received, under an award made pursuant to Section 8, below, at the end of a specified deferral period.

(h) "Disability" means disability as determined under procedures established by the Committee for purposes of the Plan.

(i) "Effective Date" means the date set forth in Section 12.1, below.

(j) "Fair Market Value", unless otherwise required by any applicable provision of the Code or any regulations issued thereunder, means, as of any given date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding the date of grant of an award hereunder, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price for the Common Stock on the last trading day preceding the date of grant of an award hereunder for which such quotations are reported by the OTC Bulletin Board or the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Committee shall determine, in good faith.

(k) "Holder" means a person who has received an award under the Plan.

(l) "Incentive Stock Option" means any Stock Option intended to be and designated as an "incentive stock option" within the meaning of Section 422 of the Code.

(m) "Nonqualified Stock Option" means any Stock Option that is not an Incentive Stock Option.

(n) "Normal Retirement" means retirement from active employment with the Company or any Subsidiary on or after age 65.

(o) "Other Stock-Based Award" means an award under Section 9, below, that is valued in whole or in part by reference to, or is otherwise based upon, Stock.

(p) "Parent" means any present or future parent corporation of the Company, as such term is defined in Section 424(e) of the Code.

(q) "Plan" means the Individual Investor Group, Inc. 1996 Performance Equity Plan, as hereinafter amended from time to time.

(r) "Restricted Stock" means Stock, received under an award made pursuant to Section 7, below, that is subject to restrictions under said Section 7.

(s) "SAR Value" means the excess of the Fair Market Value (on the exercise date) of the number of shares for which the Stock Appreciation Right is exercised over the exercise price that the participant would have otherwise had to pay to exercise the related Stock Option and purchase the relevant shares.

(t) "Stock" means the Common Stock of the Company, par value \$.01 per share.

(u) "Stock Appreciation Right" means the right to receive from the Company, on surrender of all or part of the related Stock Option, without a cash payment to the Company, a number of shares of Common Stock equal to the SAR Value divided by the exercise price of the Stock Option.

(v) "Stock Option" or "Option" means any option to purchase shares of Stock which is granted pursuant to the Plan.

(w) "Stock Reload Option" means any option granted under Section 5.3, below, as a result of the payment of the exercise price of a Stock Option and/or the withholding tax related thereto in the form of Stock owned by the Holder or the withholding of Stock by the Company.

(x) "Subsidiary" means any present or future subsidiary corporation of the Company, as such term is defined in Section 424(f) of the Code.

Section 2. Administration.

2.1 Committee Membership. The Plan shall be administered by the Board or a Committee. Committee members shall serve for such term as the Board may in each case determine, and shall be subject to removal at any time by the Board.

2.2 Powers of Committee. The Committee shall have full authority to award, pursuant to the terms of the Plan: (i) Stock Options, (ii) Stock Appreciation Rights, (iii) Restricted Stock, (iv) Deferred Stock, (v) Stock Reload Options and/or (vi) Other Stock-Based Awards. For purposes of illustration and not of limitation, the Committee shall have the authority (subject to the express provisions of this Plan):

(a) to select the officers, key employees, directors and consultants of the Company or any Subsidiary to whom Stock Options, Stock Appreciation Rights, Restricted Stock, Deferred Stock, Reload Stock Options and/or Other Stock-Based Awards may from time to time be awarded hereunder.

(b) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any award granted hereunder (including, but not limited to, number of shares, share price, any restrictions or limitations, and any vesting, exchange, surrender, cancellation, acceleration, termination, exercise or forfeiture provisions, as the Committee shall determine);

(c) to determine any specified performance goals or such other factors or criteria which need to be attained for the vesting of an award granted hereunder;

(d) to determine the terms and conditions under which awards granted hereunder are to operate on a tandem basis and/or in conjunction with or apart from other equity awarded under this Plan and cash awards made by the Company or any Subsidiary outside of this Plan;

(e) to permit a Holder to elect to defer a payment under the

dividend equivalents on deferred amounts denominated in Stock;

(f) to determine the extent and circumstances under which Stock and other amounts payable with respect to an award hereunder shall be deferred which may be either automatic or at the election of the Holder; and

(g) to substitute (i) new Stock Options for previously granted Stock Options, which previously granted Stock Options have higher option exercise prices and/or contain other less favorable terms, and (ii) new awards of any other type for previously granted awards of the same type, which previously granted awards are upon less favorable terms.

2.3 Interpretation of Plan.

(a) Committee Authority. Subject to Section 11, below, the Committee shall have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall, from time to time, deem advisable, to interpret the terms and provisions of the Plan and any award issued under the Plan (and to determine the form and substance of all Agreements relating thereto), and to otherwise supervise the administration of the Plan. Subject to Section 11, below, all decisions made by the Committee pursuant to the provisions of the Plan shall be made in the Committee's sole discretion and shall be final and binding upon all persons, including the Company, its Subsidiaries and Holders.

(b) Incentive Stock Options. Anything in the Plan to the contrary notwithstanding, no term or provision of the Plan relating to Incentive Stock Options (including but limited to Stock Reload Options or Stock Appreciation rights granted in conjunction with an Incentive Stock Option) or any Agreement providing for Incentive Stock Options shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be so exercised, so as to disqualify the Plan under Section 422 of the Code, or, without the consent of the Holder(s) affected, to disqualify any Incentive Stock Option under such Section 422.

Section 3. Stock Subject to Plan.

3.1 Number of Shares. The total number of shares of Common Stock reserved and available for distribution under the Plan shall be 1,000,000 shares. Shares of Stock under the Plan may consist, in whole or in part, of authorized and unissued shares or treasury shares. If any shares of Stock that have been granted pursuant to a Stock Option cease to be subject to a Stock Option, or if any shares of Stock that are subject to any Stock Appreciation Right, Restricted Stock, Deferred Stock award, Reload Stock Option or Other Stock-Based Award granted hereunder are forfeited, or any such award otherwise terminates without a payment being made to the Holder in the form of Stock, such shares shall again be available for distribution in connection with future grants and awards under the Plan. Only net shares issued upon a stock-for-stock exercise (including stock used for withholding taxes) shall be counted against the number of shares available under the Plan.

3.2 Adjustment Upon Changes in Capitalization, Etc. In the event of any merger, reorganization, consolidation, recapitalization, dividend (other than a cash dividend), stock split, reverse stock split, or other change in corporate structure affecting the Stock, such substitution or adjustment shall be made in the aggregate number of shares reserved for issuance under the Plan, in the number and exercise price of shares subject to outstanding Options, in the number of shares and Stock Appreciation Right price relating to Stock Appreciation Rights, and in the number of shares subject to, and in the related terms of, other outstanding awards (including but not limited to awards of Restricted Stock, Deferred Stock, Reload Stock Options and Other Stock-Based Awards) granted under the Plan as may be determined to be appropriate by the Committee in order to prevent dilution or enlargement of rights, provided that the number of shares subject to any award shall always be a whole number.

Section 4. Eligibility.

4.1 General. Awards may be made or granted to key employees, officers, directors and consultants who are deemed to have rendered or to be able to render significant services to the Company or its Subsidiaries and who are deemed to have contributed or to have the potential to contribute to the success of the Company. No Incentive Stock Option shall be granted to any person who is not an employee of the Company or a Subsidiary at the time of grant.

4.2 Directors' Awards. Notwithstanding anything contained herein to the contrary:

(a) The only awards that may be granted to a director of the

Company hereunder (even if such person also acts in other capacities for the Company in addition to being a director) shall be Stock Options with the terms set forth below and in Section 6, below. If there is an inconsistency between the provisions of this Section 4 and Section 6, the provisions of this Section 4

shall control.

(b) During the term of the Plan, if there are shares then available for grant as Stock Options on the initial election or appointment to the Board of Directors of a director and upon each subsequent re-election, and if the director is not employed by the Company or a Subsidiary, then the director shall be awarded a Stock Option to purchase 30,000 shares of Stock at the Fair Market Value of a share of Stock on the date of election, appointment or re-election of the director to the Board of Directors. The Stock Option shall become exercisable by the director as to 10,000 shares of Stock on each anniversary of his election, appointment or re-election as a director, provided the person is a director of the Company on such anniversary, and once exercisable that portion of the Stock Option will remain exercisable until the tenth anniversary of the election, appointment or re-election, as the case may be; provided if the director ceases to be a director of the Company or a Subsidiary for any reason other than death, the portion of the Stock Option, if any that was exercisable as of the date of termination may be exercised for period of six months or until the expiration of the exercise period, whichever is shorter. The portion of the Stock Option that was not exercisable as of the date of termination shall terminate immediately. In the event of a director's death, the portion, if any, of the Stock Option exercisable at the date of death may be exercised by the legal representative or legatee of the director for one year from the date of death or the expiration of the exercise period, whichever is shorter. Notwithstanding the foregoing, if the director eligible for an award of a Stock Option under this Section 4.2 is re-elected as a director and has not yet served as a director of the Company for a term of three full years, the award of the Stock Option provided in this Section 4.2 will be modified as follows: (i) the number of shares of Stock that may be acquired under the Stock Option will be reduced to (A) 20,000 shares of Stock if the director has served as a director more than two years but less than three years, (B) 10,000 shares of Stock if the director has served as a director more than one year, but less than two years, and (C) if the director has served less than one year as a director, no Stock Option will be awarded, and (ii) the Stock Option will be exercisable by the director as to 10,000 shares of Stock on each of the second and third anniversaries of his re-election or re-appointment as a director if the Stock Option represents the right to acquire 20,000 shares of Stock and the Stock Option will be exercisable by the director as to 10,000 shares of Stock on the third anniversary of his re-election or re-appointment as a director if the Stock Option represents the right to acquire 10,000 shares of Stock.

(c) This Section 4.2 shall not be amended more than once every twelve months, other than to comply with any changes in the Code or the Employment Retirement Income Security Act or the rules and regulations promulgated under either of those statutes.

Section 5. Required Six Month Holding Period.

A period of not less than six months must elapse from the date of grant of an award under the Plan, (i) before any disposition by a Holder of a derivative security (as defined in Rule 16a-1 promulgated under the Securities Exchange Act of 1934, as amended) issued under this Plan or (ii) before any disposition by a Holder of any Stock purchased or granted pursuant to an award under this Plan.

Section 6. Stock Options.

6.1 Grant and Exercise. Stock Options granted under the Plan may be of two types: (i) Incentive Stock Options and (ii) Nonqualified Stock Options. Any Stock Option granted under the Plan shall contain such terms, not inconsistent with this Plan, or with respect to Incentive Stock Options, not inconsistent with the Code, as the Committee may from time to time approve. The Committee shall have the authority to grant Incentive Stock Options, Non-Qualified Stock Options, or both types of Stock Options and which may be granted alone or in addition to other awards granted under the Plan. To the extent that any Stock Option intended to qualify as an Incentive Stock Option does not so qualify, it shall constitute a separate Nonqualified Stock Option. An Incentive Stock Option may be granted only within the ten-year period commencing from the Effective Date and may only be exercised within ten years of the date of grant (or five years in the case of an Incentive Stock Option granted to an optionee ("10% Stockholder") who, at the time of grant, owns Stock possessing more than 10% of the total combined voting power of all classes of stock of the Company.

6.2 Terms and Conditions. Stock Options granted under the Plan shall be subject to the following terms and conditions:

(a) Exercise Price. The exercise price per share of Stock purchasable under a Stock Option shall be determined by the Committee at the time of grant and may be less than 100% of the Fair Market Value of the Stock as defined above; provided, however, that the exercise price of an Incentive Stock Option shall not be less than 100% of the Fair Market Value of the Stock if granted to a person other than a 10% Stockholder and, if granted to a 10%

(b) Option Term. Subject to the limitations in Section 6.1, above, the term of each Stock Option shall be fixed by the Committee.

(c) Exercisability. Stock Options shall be exercisable at such time or times, and subject to such terms and conditions as shall be determined by the Committee. If the Committee provides, in its discretion, that any Stock Option is exercisable only in installments, i.e., that it vests over time, the Committee may waive such installment exercise provisions at any time at or after the time of grant in whole or in part, based upon such factors as the Committee shall determine.

(d) Method of Exercise. Subject to whatever installment, exercise and waiting period provisions are applicable in a particular case, Stock Options may be exercised in whole or in part at any time during the term of the Option, by giving written notice of exercise to the Company specifying the number of shares of Stock to be purchased. Such notice shall be accompanied by payment in full of the purchase price, which shall be in cash or, unless otherwise provided in the Agreement, in shares of Stock (including Restricted Stock and other contingent awards under this Plan) or, partly in cash and partly in such Stock, or such other means which the Committee determines are consistent with the Plan's purpose and applicable law. Cash payments shall be made by wire transfer, certified or bank check or personal check, in each case payable to the order of the Company; provided, however, that the Company shall not be required to deliver certificates for shares of Stock with respect to which an Option is exercised until the Company has confirmed the receipt of good and available funds in payment of the purchase price thereof. Payments in the form of Stock shall be valued at the Fair Market Value of a share of Stock on the date prior to the date of exercise. Such payments shall be made by delivery of stock certificates in negotiable form which are effective to transfer good and valid title thereto to the Company, free of any liens or encumbrances. Subject to the terms of the Agreement, the Committee may, in its sole discretion, at the request of the Holder, deliver upon the exercise of a Nonqualified Stock Option a combination of shares of Deferred Stock and Common Stock; provided that, notwithstanding the provisions of Section 9 of the Plan, such Deferred Stock shall be fully vested and not subject to forfeiture. A Holder shall have none of the rights of a stockholder with respect to the shares subject to the Option until such shares shall be transferred to the Holder upon the exercise of the Option.

(e) Transferability. Except as may be set forth in the Agreement, no Stock Option shall be transferable by the Holder other than by will or by the laws of descent and distribution, and all Stock Options shall be exercisable, during the Holder's lifetime, only by the Holder.

(f) Termination by Reason of Death. If a Holder's employment by the Company or a Subsidiary terminates by reason of death, any Stock Option held by such Holder, unless otherwise determined by the Committee at the time of grant and set forth in the Agreement, shall be fully vested and may thereafter be exercised by the legal representative of the estate or by the legatee of the Holder under the will of the Holder, for a period of one year (or such other greater or lesser period as the Committee may specify at grant) from the date of such death or until the expiration of the stated term of such Stock Option, whichever period is the shorter.

(g) Termination by Reason of Disability. If a Holder's employment by the Company or any Subsidiary terminates by reason of Disability, any Stock Option held by such Holder, unless otherwise determined by the Committee at the time of grant and set forth in the Agreement, shall be fully vested and may thereafter be exercised by the Holder for a period of one year (or such other greater or lesser period as the Committee may specify at the time of grant) from the date of such termination of employment or until the expiration of the stated term of such Stock Option, whichever period is the shorter.

(h) Other Termination. Subject to the provisions of Section 13.3, below, and unless otherwise determined by the Committee at the time of grant and set forth in the Agreement, if a Holder is an employee of the Company or a Subsidiary at the time of grant and if such Holder's employment by the Company or any Subsidiary terminates for any reason other than death or Disability, the Stock Option shall thereupon automatically terminate, except that if the Holder's employment is terminated by the Company or a Subsidiary without cause or due to Normal Retirement, then the portion of such Stock Option which has vested on the date of termination of employment may be exercised for the lesser of three months after termination of employment or the balance of such Stock Option's term.

(i) Additional Incentive Stock Option Limitation. In the case of an Incentive Stock Option, the aggregate Fair Market Value of Stock (determined at the time of grant of the Option) with respect to which Incentive Stock Options become exercisable by a Holder during any calendar year (under all such plans of the Company and its Parent and Subsidiary) shall not exceed \$100,000.

(j) Buyout and Settlement Provisions. The Committee may at any time, in its sole discretion, offer to buy out a Stock Option previously granted, based upon such terms and conditions as the Committee shall establish and communicate to the Holder at the time that such offer is made.

(k) Stock Option Agreement. Each grant of a Stock Option shall be confirmed by, and shall be subject to the terms of, the Agreement executed by the Company and the Holder.

6.3 Stock Reload Option. The Committee may also grant to the Holder (concurrently with the grant of an Incentive Stock Option and at or after the time of grant in the case of a Nonqualified Stock Option) a Stock Reload Option up to the amount of shares of Stock held by the Holder for at least six months and used to pay all or part of the exercise price of an Option and, if any, withheld by the Company as payment for withholding taxes. Such Stock Reload Option shall have an exercise price equal to the Fair Market Value as of the date of the Stock Reload Option grant. Unless the Committee determines otherwise, a Stock Reload Option may be exercised commencing one year after it is granted and shall expire on the date of expiration of the Option to which the Reload Option is related.

Section 7. Stock Appreciation Rights.

7.1 Grant and Exercise. The Committee may grant Stock Appreciation Rights to participants who have been, or are being granted, Options under the Plan as a means of allowing such participants to exercise their Options without the need to pay the exercise price in cash. In the case of a Nonqualified Stock Option, a Stock Appreciation Right may be granted either at or after the time of the grant of such Nonqualified Stock Option. In the case of an Incentive Stock Option, a Stock Appreciation Right may be granted only at the time of the grant of such Incentive Stock Option.

7.2 Terms and Conditions. Stock Appreciation Rights shall be subject to the following terms and conditions:

(a) Exercisability. Stock Appreciation Rights shall be exercisable as shall be determined by the Committee and set forth in the Agreement, subject to the limitations, if any, imposed by the Code, with respect to related Incentive Stock Options.

(b) Termination. A Stock Appreciation Right shall terminate and shall no longer be exercisable upon the termination or exercise of the related Stock Option.

(c) Method of Exercise. Stock Appreciation Rights shall be exercisable upon such terms and conditions as shall be determined by the Committee and set forth in the Agreement and by surrendering the applicable portion of the related Stock Option. Upon such exercise and surrender, the Holder shall be entitled to receive a number of Option Shares equal to the SAR Value divided by the Fair Market Value (on the exercise date).

(d) Shares Affected Upon Plan. The granting of a Stock Appreciation Right shall not affect the number of shares of Stock available for awards under the Plan. The number of shares available for awards under the Plan will, however, be reduced by the number of shares of Stock acquirable upon exercise of the Stock Option to which such Stock Appreciation Right relates.

Section 8. Restricted Stock.

8.1 Grant. Shares of Restricted Stock may be awarded either alone or in addition to other awards granted under the Plan. The Committee shall determine the eligible persons to whom, and the time or times at which, grants of Restricted Stock will be awarded, the number of shares to be awarded, the price (if any) to be paid by the Holder, the time or times within which such awards may be subject to forfeiture (the "Restriction Period"), the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the awards.

8.2 Terms and Conditions. Each Restricted Stock award shall be subject to the following terms and conditions:

(a) Certificates. Restricted Stock, when issued, will be represented by a stock certificate or certificates registered in the name of the Holder to whom such Restricted Stock shall have been awarded. During the Restriction Period, certificates representing the Restricted Stock and any securities constituting Retained Distributions (as defined below) shall bear a legend to the effect that ownership of the Restricted Stock (and such Retained Distributions), and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms and conditions provided in the Plan and the

blank, which will permit transfer to the Company of all or any portion of the Restricted Stock and any securities constituting Retained Distributions that shall be forfeited or that shall not become vested in accordance with the Plan and the Agreement.

(b) Rights of Holder. Restricted Stock shall constitute issued and outstanding shares of Common Stock for all corporate purposes. The Holder will have the right to vote such Restricted Stock, to receive and retain all regular cash dividends and other cash equivalent distributions as the Board may in its sole discretion designate, pay or distribute on such Restricted Stock and to exercise all other rights, powers and privileges of a holder of Common Stock with respect to such Restricted Stock, with the exceptions that (i) the Holder will not be entitled to delivery of the stock certificate or certificates representing such Restricted Stock until the Restriction Period shall have expired and unless all other vesting requirements with respect thereto shall have been fulfilled; (ii) the Company will retain custody of the stock certificate or certificates representing the Restricted Stock during the Restriction Period; (iii) other than regular cash dividends and other cash equivalent distributions as the Board may in its sole discretion designate, pay or distribute, the Company will retain custody of all distributions ("Retained Distributions") made or declared with respect to the Restricted Stock (and such Retained Distributions will be subject to the same restrictions, terms and conditions as are applicable to the Restricted Stock) until such time, if ever, as the Restricted Stock with respect to which such Retained Distributions shall have been made, paid or declared shall have become vested and with respect to which the Restriction Period shall have expired; (iv) a breach of any of the restrictions, terms or conditions contained in this Plan or the Agreement or otherwise established by the Committee with respect to any Restricted Stock or Retained Distributions will cause a forfeiture of such Restricted Stock and any Retained Distributions with respect thereto.

(c) Vesting; Forfeiture. Upon the expiration of the Restriction Period with respect to each award of Restricted Stock and the satisfaction of any other applicable restrictions, terms and conditions (i) all or part of such Restricted Stock shall become vested in accordance with the terms of the Agreement, and (ii) any Retained Distributions with respect to such Restricted Stock shall become vested to the extent that the Restricted Stock related thereto shall have become vested. Any such Restricted Stock and Retained Distributions that do not vest shall be forfeited to the Company and the Holder shall not thereafter have any rights with respect to such Restricted Stock and Retained Distributions that shall have been so forfeited.

Section 9. Deferred Stock.

9.1 Grant. Shares of Deferred Stock may be awarded either alone or in addition to other awards granted under the Plan. The Committee shall determine the eligible persons to whom, and the time or times at which, grants of Deferred Stock will be awarded, the number of shares of Deferred Stock to be awarded to any person, the duration of the period (the "Deferral Period") during which, and the conditions under which, receipt of the shares will be deferred, and all the other terms and conditions of the awards.

9.2 Terms and Conditions. Each Deferred Stock award shall be subject to the following terms and conditions:

(a) Certificates. At the expiration of the Deferral Period (or the Additional Deferral Period referred to in Section 9.2 (d) below, where applicable), share certificates shall be issued and delivered to the Holder, or his legal representative, representing the number equal to the shares covered by the Deferred Stock award.

(b) Rights of Holder. A person entitled to receive Deferred Stock shall not have any rights of a stockholder by virtue of such award until the expiration of the applicable Deferral Period and the issuance and delivery of the certificates representing such Stock. The shares of Stock issuable upon expiration of the Deferral Period shall not be deemed outstanding by the Company until the expiration of such Deferral Period and the issuance and delivery of such Stock to the Holder.

(c) Vesting; Forfeiture. Upon the expiration of the Deferral Period with respect to each award of Deferred Stock and the satisfaction of any other applicable restrictions, terms and conditions all or part of such Deferred Stock shall become vested in accordance with the terms of the Agreement. Any such Deferred Stock that does not vest shall be forfeited to the Company and the Holder shall not thereafter have any rights with respect to such Deferred Stock.

(d) Additional Deferral Period. A Holder may request to, and the Committee may at any time, defer the receipt of an award (or an installment of an award) for an additional specified period or until a specified event (the "Additional Deferral Period"). Subject to any exceptions adopted by the Committee, such request must generally be made at least one year prior to expiration of the Deferral Period for such Deferred Stock award (or such installment).

Section 10. Other Stock-Based Awards.

10.1 Grant and Exercise. Other Stock-Based Awards may be awarded, subject to limitations under applicable law, that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, shares of Common Stock, as deemed by the Committee to be consistent with the purposes of the Plan, including, without limitation, purchase rights, shares of Common Stock awarded which are not subject to any restrictions or conditions, convertible or exchangeable debentures, or other rights convertible into shares of Common Stock and awards valued by reference to the value of securities of or the performance of specified Subsidiaries. Other Stock-Based Awards may be awarded either alone or in addition to or in tandem with any other awards under this Plan or any other plan of the Company.

10.2 Eligibility for Other Stock-Based Awards. The Committee shall determine the eligible persons to whom and the time or times at which grants of such other stock-based awards shall be made, the number of shares of Common Stock to be awarded pursuant to such awards, and all other terms and conditions of the awards.

10.3 Terms and Conditions. Each Other Stock-Based Award shall be subject to such terms and conditions as may be determined by the Committee.

Section 11. Amendment and Termination.

The Board may at any time, and from time to time, amend alter, suspend or discontinue any of the provisions of the Plan, but no amendment, alteration, suspension or discontinuance shall be made which would impair the rights of a Holder under any Agreement theretofore entered into hereunder, without the Holder's consent.

Section 12. Term of Plan.

12.1 Effective Date. The Plan shall be effective as of March 18, 1996 ("Effective Date"), subject to the approval of the Plan by the Company's stockholders within one year after the Effective Date. Any awards granted under the Plan prior to such approval shall be effective when made (unless otherwise specified by the Committee at the time of grant), but shall be conditioned upon, and subject to, such approval of the Plan by the Company's stockholders and no awards shall vest or otherwise become free of restrictions prior to such approval.

12.2 Termination Date. Unless terminated by the Board, this Plan shall continue to remain effective until such time no further awards may be granted and all awards granted under the Plan are no longer outstanding. Notwithstanding the foregoing, grants of Incentive Stock Options may only be made during the ten year period following the Effective Date.

Section 13. General Provisions.

13.1 Written Agreements. Each award granted under the Plan shall be confirmed by, and shall be subject to the terms of the Agreement executed by the Company and the Holder. The Committee may terminate any award made under the Plan if the Agreement relating thereto is not executed and returned to the Company within ten days after the Agreement has been delivered to the Holder for his or her execution.

13.2 Unfunded Status of Plan. The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Holder by the Company, nothing contained herein shall give any such Holder any rights that are greater than those of a general creditor of the Company.

13.3 Employees.

(a) Engaging in Competition With the Company. In the event a Holder's employment with the Company or a Subsidiary is terminated for any reason whatsoever, and within eighteen months after the date thereof such Holder accepts employment with any competitor of, or otherwise engages in competition with, the Company, the Committee, in its sole discretion, may require such Holder to return to the Company the economic value of any award which was realized or obtained by such Holder at any time during the period beginning on that date which is six months prior to the date of such Holder's termination of employment with the Company.

(b) Termination for Cause. The Committee may, in the event a

Holder's employment with the Company or a Subsidiary is terminated for cause, annul any award granted under this Plan to such employee and, in such event, the Committee, in its sole discretion, may require such Holder to return to the Company the economic value of any award which was realized or obtained by such

Holder at any time during the period beginning on that date which is six months prior to the date of such Holder's termination of employment with the Company.

(c) No Right of Employment. Nothing contained in the Plan or in any award hereunder shall be deemed to confer upon any Holder who is an employee of the Company or any Subsidiary any right to continued employment with the Company or any Subsidiary, nor shall it interfere in any way with the right of the Company or any Subsidiary to terminate the employment of any Holder who is an employee at any time.

13.4 Investment Representations. The Committee may require each person acquiring shares of Stock pursuant to a Stock Option or other award under the Plan to represent to and agree with the Company in writing that the Holder is acquiring the shares for investment without a view to distribution thereof.

13.5 Additional Incentive Arrangements. Nothing contained in the Plan shall prevent the Board from adopting such other or additional incentive arrangements as it may deem desirable, including, but not limited to, the granting of Stock Options and the awarding of stock and cash otherwise than under the Plan; and such arrangements may be either generally applicable or applicable only in specific cases.

13.6 Withholding Taxes. Not later than the date as of which an amount must first be included in the gross income of the Holder for Federal income tax purposes with respect to any option or other award under the Plan, the Holder shall pay to the Company, or make arrangements satisfactory to the Committee regarding the payment of, any Federal, state and local taxes of any kind required by law to be withheld or paid with respect to such amount. If permitted by the Committee, tax withholding or payment obligations may be settled with Common Stock, including Common Stock that is part of the award that gives rise to the withholding requirement. The obligations of the Company under the Plan shall be conditioned upon such payment or arrangements and the Company or the Holder's employer (if not the Company) shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Holder from the Company or any Subsidiary.

13.7 Governing Law. The Plan and all awards made and actions taken thereunder shall be governed by and construed in accordance with the laws of the State of New York (without regard to choice of law provisions).

13.8 Other Benefit Plans. Any award granted under the Plan shall not be deemed compensation for purposes of computing benefits under any retirement plan of the Company or any Subsidiary and shall not affect any benefits under any other benefit plan now or subsequently in effect under which the availability or amount of benefits is related to the level of compensation (unless required by specific reference in any such other plan to awards under this Plan).

13.9 Non-Transferability. Except as otherwise expressly provided in the Plan or the Agreement, no right or benefit under the Plan may be alienated, sold, assigned, hypothecated, pledged, exchanged, transferred, encumbered or charged, and any attempt to alienate, sell, assign, hypothecate, pledge, exchange, transfer, encumber or charge the same shall be void.

13.10 Applicable Laws. The obligations of the Company with respect to all Stock Options and awards under the Plan shall be subject to (i) all applicable laws, rules and regulations and such approvals by any governmental agencies as may be required, including, without limitation, the Securities Act of 1933, as amended, and (ii) the rules and regulations of any securities exchange on which the Stock may be listed.

13.11 Conflicts. If any of the terms or provisions of the Plan or an Agreement (with respect to Incentive Stock Options) conflict with the requirements of Section 422 of the Code, then such terms or provisions shall be deemed inoperative to the extent they so conflict with the requirements of said Section 422 of the Code. Additionally, if this Plan or any Agreement does not contain any provision required to be included herein under Section 422 of the Code, such provision shall be deemed to be incorporated herein and therein with the same force and effect as if such provision had been set out at length herein and therein. If any of the terms or provisions of any Agreement conflict with any terms or provision of the Plan, then such terms or provisions shall be deemed inoperative to the extent they so conflict with the requirements of the Plan. Additionally, if any Agreement does not contain any provision required to be included therein under the Plan, such provision shall be deemed to be incorporated therein with the same force and effect as if such provision had been set out at length therein.

13.12 Non-Registered Stock. The shares of Stock to be distributed under

this Plan have not been, as of the Effective Date, registered under the Securities Act of 1933, as amended, or any applicable state or foreign securities laws and the Company has no obligation to any Holder to register the Stock or to assist the Holder in obtaining an exemption from the various registration requirements, or to list the Stock on a national securities

STOCK OPTION AGREEMENT

AGREEMENT, made as of June 21, 1995, between INDIVIDUAL INVESTOR GROUP, INC., a Delaware corporation (the "Company"), and Bruce Sokoloff ("Sokoloff").

WHEREAS, on June 21, 1995, the Board of Directors of the Company authorized the grant to Sokoloff of an option to purchase an aggregate of 30,000 of the authorized but unissued shares of the Common Stock of the Company, \$.01 par value (the "Common Stock"), on the terms and conditions set forth in this Agreement; and

WHEREAS, Sokoloff desires to acquire said option on the terms and conditions set forth in this Agreement;

IT IS AGREED:

1. The Company hereby grants to Sokoloff the right and option (the "Option") to purchase all or any part of an aggregate of 30,000 shares of the Common Stock on the terms and conditions set forth herein (the "Option Shares"). The Option is a non-qualified stock option not intended to qualify under any section of the Internal Revenue Code of 1986, as amended.

2. The Option shall be exercisable as follows: 10,000 of the Option Shares may be purchased on or after June 21, 1996, an additional 10,000 of the Option Shares may be purchased on or after June 21, 1997 and an additional 10,000 of the Option Shares may be purchased on or after June 21, 1998. The Option Shares may be purchased at an exercise price of \$5.75 per share. After a portion of the Option becomes exercisable, it shall remain exercisable, except as otherwise provided herein, until the close of business on June 21, 2005 (the "Exercise Period").

3. (a) If Sokoloff's position as a director of the Company is terminated for any reason, other than death (including, for example, resignation by Sokoloff or his not being re-elected as a director of the Company), the portion of the Option, if any, that was exercisable as of the date of termination may be exercised for a period of six months or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination shall immediately terminate.

(b) Upon Sokoloff's death, the portion, if any, of the Option that was exercisable as of the date of death may thereafter be exercised by Sokoloff's legal representative or legatee under the will of Sokoloff for a period of one year from the date of death or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of death shall immediately terminate upon Sokoloff's death.

4. The Option shall not be assignable or transferable except, in the event of the death of Sokoloff, by will or by the laws of descent and distribution. No transfer of the Option by Sokoloff by will or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will and such other evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions of the Option.

5. The Company shall issue a certificate or certificates evidencing the Option Shares as soon as practicable after the notice and payment is received. Sokoloff shall not have any of the rights of a stockholder with respect to the Option Shares until such shares have been issued after the due exercise of the Option.

6. In the event of a reorganization, recapitalization, reclassification, stock split or exchange, stock dividend, combination of shares, or any other similar change in the Common Stock of the Company, equitable proportionate adjustments shall be made by the Company in the number and kind of shares covered by the Option and in the option price thereunder.

7. The Company hereby represents and warrants to Sokoloff that the Option Shares, when issued and delivered by the Company to Sokoloff in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

8. Sokoloff hereby represents and warrants to the Company that Sokoloff is acquiring the Option and shall acquire the Option Shares for Sokoloff's own account and not with a view to the distribution thereof.

9. Anything in this Agreement to the contrary notwithstanding, Sokoloff hereby agrees that Sokoloff shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by Sokoloff without registration under the Securities Act of 1933 (the "Act"), or in the event that they are not so registered, unless (a) an exemption from the Act is available thereunder, and (b) Sokoloff has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

10. Sokoloff hereby acknowledges that:

(a) All reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 within the last 12 months have been made available to Sokoloff for inspection.

(b) If Sokoloff exercises the Option, Sokoloff must bear the economic risk of the investment in the Option Shares for an indefinite period of time because the Option Shares will not have been registered under the Act and cannot be sold by Sokoloff unless they are registered under the Act or an exemption therefrom is available.

(c) In Sokoloff's position with the Company, Sokoloff has had both the opportunity to ask questions of and receive answers from the officers of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to subparagraph (a) above.

(d) The Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the Act or an exemption therefrom.

(e) The certificates evidencing the Option Shares shall bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

11. Subject to the terms and conditions of the Agreement, the Option may be exercised by written notice to the Company at its principal place of business. Such notice shall state the election to exercise the Option and the number of Option Shares in respect to which it is being exercised, shall contain a representation and agreement by the person or persons so exercising the Option that the Option Shares are being purchased for investment and not with a view to the distribution or resale thereof, and shall be signed by the person or persons so exercising the Option. Such notice shall be accompanied by payment of the full purchase price of the Option Shares. Payment of the purchase price shall be made in cash or by check, bank draft or money order payable to the order of the Company; provided, however, that, at the election of Sokoloff, the purchase price for any or all of the Option Shares to be acquired may be paid by: (i) the surrender of shares of Common Stock of the Company held by or for the account of Sokoloff with a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased, or (ii) the surrender of any exercisable but unexercised portion of the Option having a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased. In either case, the fair market value of the surrendered shares or options shall be determined as of the date of exercise as follows: "Fair market value" of the Common Stock means, as of the exercise date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding such date, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price of the Common Stock on the last trading day preceding such date for which such quotations are reported by the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Company shall determine, in good faith. The "fair market value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total fair market value of the shares of Common Stock underlying the surrendered portion of the Option (as determined in accordance with the immediately preceding sentence) over the total purchase price of such shares of Common Stock

underlying the surrendered portion of the Option.

12. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, or to such other address as either shall have specified by notice in the writing to the other, and shall be deemed duly given hereunder when so delivered or three days after being mailed, as the case may be.

13. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

14. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof.

15. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

INDIVIDUAL INVESTOR GROUP, INC.

Address: 333 Seventh Avenue, 5th Floor
New York, NY 10001

/s/ Scot A Rosenblum,

Scot A. Rosenblum, Secretary

/s/ Bruce Sokoloff

BRUCE SOKOLOFF

Address: _____

STOCK OPTION AGREEMENT

AGREEMENT, made as of June 23, 1995, between INDIVIDUAL INVESTOR GROUP, INC., a Delaware corporation (the "Company"), and JONATHAN L. STEINBERG ("Steinberg").

WHEREAS, on June 23, 1995, the Board of Directors of the Company authorized the grant to Steinberg of an option to purchase an aggregate of 80,000 of the authorized but unissued shares of the Common Stock of the Company, \$.01 par value (the "Common Stock"), on the terms and conditions set forth in this Agreement; and

WHEREAS, Steinberg desires to acquire said option on the terms and conditions set forth in this Agreement;

IT IS AGREED:

1. The Company hereby grants to Steinberg the right and option (the "Option") to purchase all or any part of an aggregate of 80,000 shares of the Common Stock on the terms and conditions set forth herein (the "Option Shares"). The Option is a non-qualified stock option not intended to qualify under any section of the Internal Revenue Code of 1986, as amended.

2. The Option shall be exercisable as to 26,667 Option Shares on June 23 in each of 1996 and 1997, and 26,666 Option Shares on June 23, 1998. The Option Shares may be purchased at an exercise price of \$5.75 per share. After a portion of the Option becomes exercisable, it shall remain exercisable, except as otherwise provided herein, until the close of business on June 23, 2005 (the "Exercise Period").

3. (a) If Steinberg's employment is terminated by the Company without cause or by Steinberg for any reason, the portion of the Option which has vested by the date of termination of employment may be exercised for a period of six months from the termination of employment or until the expiration of the Exercise Period, whichever is shorter.

(b) If Steinberg's employment is terminated for any reason other than death, disability, without cause by the Company or by the Company for cause, then the Options exercisable on the date of termination may thereafter be exercised by Steinberg for a period of three months from the date of termination or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination shall immediately terminate.

(c) In the event Steinberg's employment is terminated for cause, this Option shall expire on the date of termination and the Company may require Steinberg to return to the Company the economic value of any Option Shares purchased under this Agreement by Steinberg within the six month period prior to the date of termination. In such event, Steinberg shall remit to the Company in cash the amount equal to the difference between the Fair Market Value (as defined in Section 12 of this Agreement) of the Option Shares on the date of termination (or the sales price of the Option Shares sold during the six-month period) and the Exercise Price of the Option Shares.

(d) Upon Steinberg's death, the vested portion of the Option as of the date of death may thereafter be exercised by Steinberg's legal representative or legatee under the will of Steinberg for a period of one year from the date of death or until the expiration of the Exercise Period, whichever period is shorter.

(e) If Steinberg's employment by the Company terminates by reason of Steinberg's disability, the vested portion of the Option as of the date of termination may thereafter be exercised by Steinberg or his guardian or legal representative for a period of one year from the date of termination or until the expiration of the Exercise Period, whichever period is shorter. For the purposes of this Agreement, disability shall mean Steinberg's incapacity by illness or other disability from performing his usual employment obligations for a period in excess of 240 days (whether or not consecutive) or 120 days consecutively, as the case may be, during any twelve month period.

4. The Option shall not be assignable or transferable except, in the event of the death of Steinberg, by will or by the laws of descent and distribution. No transfer of the Option by Steinberg by will or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will and such other evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of

the terms and conditions of the Option.

23

5. Steinberg shall not have any of the rights of a stockholder with respect to the Option Shares until such shares have been issued after the due exercise of the Option.

6. In the event of a reorganization, recapitalization, reclassification, stock split or exchange, stock dividend, combination of shares, or any other similar change in the Common Stock of the Company, equitable proportionate adjustments shall be made by the Company in the number and kind of shares covered by the Option and in the option price thereunder.

7. The Company hereby represents and warrants to Steinberg that the Option Shares, when issued and delivered by the Company to Steinberg in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

8. Steinberg hereby represents and warrants to the Company that Steinberg is acquiring the Option and shall acquire the Option Shares for Steinberg's own account and not with a view to the distribution thereof.

9. Anything in this Agreement to the contrary notwithstanding, Steinberg hereby agrees that Steinberg shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by Steinberg without registration under the Securities Act of 1933 (the "Act"), or in the event that they are not so registered, unless (a) an exemption from the Act is available thereunder, and (b) Steinberg has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

10. Steinberg hereby acknowledges that:

(a) All reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 within the last 12 months have been made available to Steinberg for inspection.

(b) If Steinberg exercises the Option, Steinberg must bear the economic risk of the investment in the Option Shares for an indefinite period of time because the Option Shares will not have been registered under the Act and cannot be sold by Steinberg unless they are registered under the Act or an exemption therefrom is available.

(c) In Steinberg's position with the Company, Steinberg has had both the opportunity to ask questions of and receive answers from the officers of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to subparagraph (a) above.

(d) The Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the Act or an exemption therefrom.

(e) The certificates evidencing the Option Shares shall bear the following legends:

" The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

11. Notwithstanding the foregoing, upon a "change in control" of the Company as defined below, the Option shall be accelerated and be immediately exercisable as to all the Option Shares under this Option and remain exercisable until the close of business on the date immediately preceding the tenth anniversary of the date hereof. For purposes of this Agreement, a "change in control" of the Company shall mean a change in control of a nature that would be required to be reported in response to Item 5(f) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act"); provided that, without limitation, such a change in control shall be deemed to have occurred if (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than Jonathan Steinberg or Saul Steinberg, becomes the "beneficial owner," as defined below, directly or indirectly, of securities of the Company representing 40% or more of the

24

combined voting power of the Company's then outstanding securities ordinarily

having the right to vote at elections of directors ("Voting Securities"), or (b) individuals who constitute the Board on the date of this Agreement ("Incumbent Board") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the directors comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be, for purposes of this clause (b), considered as though such person were a member of the Incumbent Board. Notwithstanding anything in the foregoing to the contrary, no change in control shall be deemed to have occurred for purposes of this Agreement by virtue of either the beneficial ownership (or sale) by Steinberg or Saul Steinberg, or with members of Steinberg's or Saul Steinberg's immediate family, of 40% or more of the Voting Securities or any transaction which results in Steinberg or Saul Steinberg, or a group of persons which includes Steinberg or Saul Steinberg, acquiring (or selling) 40% or more of either the voting power of the Company's Voting Securities or other voting securities of any corporation which acquires all or substantially all of the assets of the Company, whether by way of merger, consolidation, sale of such assets or otherwise.

For purposes of this Agreement, "beneficial owner" shall be as defined in Rule 13d-3 under the Exchange Act, except that the provisions of Rule 13d-3(d)(2), which exclude certain persons from the Rule, shall not exclude those persons from being deemed beneficial owners for purposes of this Agreement.

12. Subject to the terms and conditions of the Agreement, the Option may be exercised by written notice to the Company at its principal place of business. Such notice shall state the election to exercise the Option and the number of Option Shares in respect to which it is being exercised, shall contain a representation and agreement by the person or persons so exercising the Option that the Option Shares are being purchased for investment and not with a view to the distribution or resale thereof, and shall be signed by the person or persons so exercising the Option. Such notice shall be accompanied by payment of the full purchase price of the Option Shares. Payment of the purchase price shall be made in cash or by check, bank draft or money order payable to the order of the Company; provided, however, that, at the election of Steinberg, the purchase price for any or all of the Option Shares to be acquired may be paid by: (i) the surrender of shares of Common Stock of the Company held by or for the account of Steinberg with a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased, or (ii) the surrender of any exercisable but unexercised portion of the Option having a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased. In either case, the fair market value of the surrendered shares or options shall be determined as of the date of exercise as follows: "Fair market value" of the Common Stock means, as of the exercise date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding such date, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price of the Common Stock on the last trading day preceding such date for which such quotations are reported by the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Company shall determine, in good faith. The "fair market value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total fair market value of the shares of Common Stock underlying the surrendered portion of the Option (as determined in accordance with the immediately preceding sentence) over the total purchase price of such shares of Common Stock underlying the surrendered portion of the Option.

13. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, or to such other address as either shall have specified by notice in the writing to the other, and shall be deemed duly given hereunder when so delivered or three days after being mailed, as the case may be.

14. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof.

16. This Agreement shall inure to the benefit of and be

binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

INDIVIDUAL INVESTOR GROUP, INC. Address: 333 Seventh Avenue, Fifth Floor
New York, NY 10001

By:/s/ Scot A. Rosenblum
- -----
Scot A. Rosenblum, Secretary

By/s/ Jonathan L. Steinberg Address: 22 West 15th Street
- -----
JONATHAN L. STEINBERG Apartment 7I
New York, NY 10003

STOCK OPTION AGREEMENT

AGREEMENT, made as of June 23, 1995, between INDIVIDUAL INVESTOR GROUP, INC., a Delaware corporation (the "Company"), and ROBERT SCHMIDT ("Schmidt").

WHEREAS, on June 23, 1995, the Board of Directors of the Company authorized the grant to Schmidt of an option to purchase an aggregate of 80,000 of the authorized but unissued shares of the Common Stock of the Company, \$.01 par value (the "Common Stock"), on the terms and conditions set forth in this Agreement; and

WHEREAS, Schmidt desires to acquire said option on the terms and conditions set forth in this Agreement;

IT IS AGREED:

1. The Company hereby grants to Schmidt the right and option (the "Option") to purchase all or any part of an aggregate of 80,000 shares of the Common Stock on the terms and conditions set forth herein (the "Option Shares"). The Option is a non-qualified stock option not intended to qualify under any section of the Internal Revenue Code of 1986, as amended.

2. The Option shall be exercisable as to 26,667 Option Shares on June 23 in each of 1996 and 1997, and 26,666 Option Shares on June 23, 1998. The Option Shares may be purchased at an exercise price of \$5.75 per share. After a portion of the Option becomes exercisable, it shall remain exercisable, except as otherwise provided herein, until the close of business on June 23, 2005 (the "Exercise Period").

3. (a) If Schmidt's employment is terminated by the Company without Just Cause, the portion of the Option, if any, that was exercisable as of the date of termination of employment may be exercised for a period of six months from the termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination of employment, as hereinbefore provided, shall immediately terminate upon the termination of employment.

(b) If Schmidt's employment is terminated for any reason other than death, disability, without Just Cause by the Company or by the Company for Just Cause, then the Options exercisable as of the date of termination may thereafter be exercised by Schmidt for a period of three years from the date of termination or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination shall immediately expire.

(c) In the event Schmidt's employment is terminated by the Company for Just Cause, the Option shall terminate immediately and no Options may be exercised, and further the Company also may require Schmidt to return to the Company the economic value of any Option Shares purchased under this Agreement by Schmidt within the six month period prior to the date of termination. In such event, Schmidt shall remit to the Company in cash the amount equal to the difference between the Fair Market Value (as defined in Section 12 of this Agreement) of the Option Shares on the date of termination (or the sales price of the Option Shares sold during the six-month period) and the Exercise Price of the Option Shares.

(d) Upon Schmidt's death, the portion, if any, of the Option that was exercisable as of the date of death may thereafter be exercised by Schmidt's legal representative or legatee under the will of Schmidt for a period of one year from the date of death or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of death shall immediately terminate upon Schmidt's death.

(e) If Schmidt's employment by the Company terminates by reason of Schmidt's Disability, the portion, if any, of the Option that was exercisable as of the date of termination of employment may thereafter be exercised by Schmidt or his guardian or legal representative for a period of one year from the date of termination of employment or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination of employment shall immediately terminate upon the termination of employment.

(f) For purposes of this Agreement, terms not otherwise defined in this Agreement shall have the meanings as assigned to

such terms in the Employment Agreement between Schmidt and the Company dated July 27, 1994.

27

4. The Option shall not be assignable or transferable except, in the event of the death of Schmidt, by will or by the laws of descent and distribution. No transfer of the Option by Schmidt by will or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will and such other evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions of the Option.

5. The Company shall promptly issue certificates for any Option Shares purchased hereunder. Schmidt shall have all of the rights of a stockholder with respect to the Option Shares purchased hereunder as of the close of business on the date of exercise, provided such exercise is in accordance with the terms of this Option.

6. In the event of a reorganization, recapitalization, reclassification, stock split or exchange, stock dividend, combination of shares, or any other similar change in the Common Stock of the Company, equitable proportionate adjustments shall be made by the Company in the number and kind of shares covered by the Option and in the option price thereunder.

7. The Company hereby represents and warrants to Schmidt that the Option Shares, when issued and delivered by the Company to Schmidt in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

8. Schmidt hereby represents and warrants to the Company that Schmidt is acquiring the Option and shall acquire the Option Shares for Schmidt's own account and not with a view to the distribution thereof.

9. Anything in this Agreement to the contrary notwithstanding, Schmidt hereby agrees that Schmidt shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by Schmidt without registration under the Securities Act of 1933 (the "Act"), or in the event that they are not so registered, unless (a) an exemption from the Act is available thereunder, and (b) Schmidt has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

10. Schmidt hereby acknowledges that:

(a) All reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 within the last 12 months have been made available to Schmidt for inspection.

(b) If Schmidt exercises the Option, Schmidt must bear the economic risk of the investment in the Option Shares for an indefinite period of time because the Option Shares will not have been registered under the Act and cannot be sold by Schmidt unless they are registered under the Act or an exemption therefrom is available.

(c) In Schmidt's position with the Company, Schmidt has had both the opportunity to ask questions of and receive answers from the officers of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to subparagraph (a) above.

(d) The Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the Act or an exemption therefrom.

(e) The certificates evidencing the Option Shares shall bear an appropriate legend as determined by counsel to the Company.

11. Notwithstanding the foregoing, upon a "change in control" of the Company as defined below, the Option shall be accelerated and be immediately exercisable as to all the Option Shares under this Option and remain exercisable until the close of business on the date immediately preceding the tenth anniversary of the date hereof. For purposes of this Agreement, a "change in control" of the Company shall mean a change in control of a nature that would be required to be reported in response to Item 5(f) of Schedule 14A of

28

Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act"); provided that, without limitation, such a change in control

shall be deemed to have occurred if (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than Jonathan Steinberg or Saul Steinberg, becomes the "beneficial owner," as defined below, directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company's then outstanding securities ordinarily having the right to vote at elections of directors ("Voting Securities"), or (b) individuals who constitute the Board on the date of this Agreement ("Incumbent Board") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the directors comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be, for purposes of this clause (b), considered as though such person were a member of the Incumbent Board. Notwithstanding anything in the foregoing to the contrary, no change in control shall be deemed to have occurred for purposes of this Agreement by virtue of either the beneficial ownership (or sale) by Schmidt, or with members of Schmidt's immediate family, of 40% or more of the Voting Securities or any transaction which results in Schmidt, or a group of persons which includes Schmidt, acquiring (or selling) 40% or more of either the voting power of the Company's Voting Securities or other voting securities of any corporation which acquires all or substantially all of the assets of the Company, whether by way of merger, consolidation, sale of such assets or otherwise.

For purposes of this Agreement, "beneficial owner" shall be as defined in Rule 13d-3 under the Exchange Act, except that the provisions of Rule 13d-3(d)(2), which exclude certain persons from the Rule, shall not exclude those persons from being deemed beneficial owners for purposes of this Agreement.

12. Subject to the terms and conditions of the Agreement, the Option may be exercised by written notice to the Company at its principal place of business. Such notice shall state the election to exercise the Option and the number of Option Shares in respect to which it is being exercised, shall contain a representation and agreement by the person or persons so exercising the Option that the Option Shares are being purchased for investment and not with a view to the distribution or resale thereof, and shall be signed by the person or persons so exercising the Option. Such notice shall be accompanied by payment of the full purchase price of the Option Shares. Payment of the purchase price shall be made in cash or by check, bank draft or money order payable to the order of the Company; provided, however, that, at the election of Schmidt, the purchase price for any or all of the Option Shares to be acquired may be paid by: (i) the surrender of shares of Common Stock of the Company held by or for the account of Schmidt with a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased, or (ii) the surrender of any exercisable but unexercised portion of the Option having a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased. In either case, the fair market value of the surrendered shares or options shall be determined as of the date of exercise as follows: "Fair market value" of the Common Stock means, as of the exercise date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding such date, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price of the Common Stock on the last trading day preceding such date for which such quotations are reported by the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Company shall determine, in good faith. The "fair market value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total fair market value of the shares of Common Stock underlying the surrendered portion of the Option (as determined in accordance with the immediately preceding sentence) over the total purchase price of such shares of Common Stock underlying the surrendered portion of the Option.

13. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, or to such other address as either shall have specified by notice in the writing to the other, and shall be deemed duly given hereunder when so delivered or three days after being mailed, as the case may be.

14. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

15. This Agreement constitutes the entire agreement

between the parties with respect to the subject matter thereof.

16. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

INDIVIDUAL INVESTOR GROUP, INC. Address: 333 Seventh Avenue, Fifth Floor
New York, NY 10001

By: /s/ Scot A. Rosenblum

Scot A. Rosenblum, Secretary

/s/ Robert Schmidt Address: _____

ROBERT SCHMIDT _____

STOCK OPTION AGREEMENT

AGREEMENT, made as of June 23, 1995 between INDIVIDUAL INVESTOR GROUP, INC., a Delaware corporation (the "Company"), and Scot A. Rosenblum ("Rosenblum").

WHEREAS, on June 23, 1995, the Board of Directors of the Company authorized the grant to Rosenblum of an option to purchase an aggregate of 50,000 of the authorized but unissued shares of the Common Stock of the Company, \$.01 par value (the "Common Stock"), on the terms and conditions set forth in this Agreement; and

WHEREAS, Rosenblum desires to acquire said option on the terms and conditions set forth in this Agreement;

IT IS AGREED:

1. The Company hereby grants to Rosenblum the right and option (the "Option") to purchase all or any part of an aggregate of 50,000 shares of the Common Stock on the terms and conditions set forth herein (the "Option Shares"). The Option is a non-qualified stock option not intended to qualify under any section of the Internal Revenue Code of 1986, as amended.

2. The Option shall be exercisable as to 16,667 Option Shares on June 23 in each of 1996 and 1997, and 16,666 Option Shares on June 23, 1998. The Option Shares may be purchased at an exercise price of \$5.75 per share. After a portion of the Option becomes exercisable, it shall remain exercisable, except as otherwise provided herein, until the close of business on June 23, 2005 (the "Exercise Period").

3. (a) If Rosenblum's employment is terminated by the Company without cause, the portion of the Option, if any, that was exercisable as of the date of termination of employment may be exercised for a period of six months from the termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination of employment shall immediately terminate upon the termination of employment.

(b) If Rosenblum's employment is terminated for any reason other than death, disability, termination by the Company without cause or by the Company for cause, then the Option exercisable as of the date of termination may thereafter be exercised by Rosenblum for a period of three months from the date of termination or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination shall immediately terminate.

(c) In the event Rosenblum's employment is terminated by the Company for cause, the Company also may require Rosenblum to return to the Company the economic value of any Option Shares purchased under this Agreement by Rosenblum within the six month period prior to the date of termination. In such event, Rosenblum shall remit to the Company in cash the amount equal to the difference between the Fair Market Value (as defined in Section 12 of this Agreement) of the Option Shares on the date of termination (or the sales price of the Option Shares sold during the six-month period) and the Exercise Price of the Option Shares.

(d) Upon Rosenblum's death, the portion, if any, of the Option that was exercisable as of the date of death may thereafter be exercised by Rosenblum's legal representative or legatee under the will of Rosenblum for a period of one year from the date of death or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of death shall immediately terminate upon Rosenblum's death.

(e) If Rosenblum's employment by the Company terminates by reason of Rosenblum's disability, the portion, if any, of the Option that was exercisable as of the date of termination of employment may thereafter be exercised by Rosenblum or his guardian or legal representative for a period of one year from the date of termination of employment or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination of employment shall immediately terminate upon the termination of employment. For the purposes of this Agreement, disability shall mean Rosenblum's incapacity by illness or other disability from performing his usual employment obligations for a period in excess of 240 days (whether or not consecutive) or 120 days consecutively, as the case may be, during any twelve month period.

4. The Option shall not be assignable or transferable except,

in the event of the death of Rosenblum, by will or by the laws of descent and distribution. No transfer of the Option by Rosenblum by will or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will and such other evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions of the Option.

5. The Company shall promptly issue certificates for any Option Shares purchased hereunder. Rosenblum shall not have any of the rights of a stockholder with respect to the Option Shares until such shares have been issued after the due exercise of the Option.

6. In the event of a reorganization, recapitalization, reclassification, stock split or exchange, stock dividend, combination of shares, or any other similar change in the Common Stock of the Company, equitable proportionate adjustments shall be made by the Company in the number and kind of shares covered by the Option and in the option price thereunder.

7. The Company hereby represents and warrants to Rosenblum that the Option Shares, when issued and delivered by the Company to Rosenblum in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

8. Rosenblum hereby represents and warrants to the Company that Rosenblum is acquiring the Option and shall acquire the Option Shares for Rosenblum's own account and not with a view to the distribution thereof.

9. Anything in this Agreement to the contrary notwithstanding, Rosenblum hereby agrees that Rosenblum shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by Rosenblum without registration under the Securities Act of 1933 (the "Act"), or in the event that they are not so registered, unless (a) an exemption from the Act is available thereunder, and (b) Rosenblum has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

10. Rosenblum hereby acknowledges that:

(a) All reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 within the last 12 months have been made available to Rosenblum for inspection.

(b) If Rosenblum exercises the Option, Rosenblum must bear the economic risk of the investment in the Option Shares for an indefinite period of time because the Option Shares will not have been registered under the Act and cannot be sold by Rosenblum unless they are registered under the Act or an exemption therefrom is available.

(c) In Rosenblum's position with the Company, Rosenblum has had both the opportunity to ask questions of and receive answers from the officers of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to subparagraph (a) above.

(d) The Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the Act or an exemption therefrom.

(e) The certificates evidencing the Option Shares shall bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

11. Notwithstanding the foregoing, upon a "change in control" of the Company as defined below, the Option shall be accelerated and be immediately exercisable as to all the Option Shares under this Option and remain exercisable until the close of business on the date immediately preceding the

tenth anniversary of the date hereof. For purposes of this Agreement, a "change in control" of the Company shall mean a change in control of a nature that would be required to be reported in response to Item 5(f) of Schedule 14A of

Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act"); provided that, without limitation, such a change in control shall be deemed to have occurred if (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than Jonathan Steinberg or Saul Steinberg, becomes the "beneficial owner," as defined below, directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company's then outstanding securities ordinarily having the right to vote at elections of directors ("Voting Securities"), or (b) individuals who constitute the Board on the date of this Agreement ("Incumbent Board") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the directors comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be, for purposes of this clause (b), considered as though such person were a member of the Incumbent Board. Notwithstanding anything in the foregoing to the contrary, no change in control shall be deemed to have occurred for purposes of this Agreement by virtue of either the beneficial ownership (or sale) by Rosenblum, or with members of Rosenblum's immediate family, of 40% or more of the Voting Securities or any transaction which results in Rosenblum, or a group of persons which includes Rosenblum, acquiring (or selling) 40% or more of either the voting power of the Company's Voting Securities or other voting securities of any corporation which acquires all or substantially all of the assets of the Company, whether by way of merger, consolidation, sale of such assets or otherwise.

For purposes of this Agreement, "beneficial owner" shall be as defined in Rule 13d-3 under the Exchange Act, except that the provisions of Rule 13d-3(d)(2), which exclude certain persons from the Rule, shall not exclude those persons from being deemed beneficial owners for purposes of this Agreement.

12. Subject to the terms and conditions of the Agreement, the Option may be exercised by written notice to the Company at its principal place of business. Such notice shall state the election to exercise the Option and the number of Option Shares in respect to which it is being exercised, shall contain a representation and agreement by the person or persons so exercising the Option that the Option Shares are being purchased for investment and not with a view to the distribution or resale thereof, and shall be signed by the person or persons so exercising the Option. Such notice shall be accompanied by payment of the full purchase price of the Option Shares. Payment of the purchase price shall be made in cash or by check, bank draft or money order payable to the order of the Company; provided, however, that, at the election of Rosenblum, the purchase price for any or all of the Option Shares to be acquired may be paid by: (i) the surrender of shares of Common Stock of the Company held by or for the account of Rosenblum with a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased, or (ii) the surrender of any exercisable but unexercised portion of the Option having a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased. In either case, the fair market value of the surrendered shares or options shall be determined as of the date of exercise as follows: "Fair market value" of the Common Stock means, as of the exercise date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding such date, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price of the Common Stock on the last trading day preceding such date for which such quotations are reported by the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Company shall determine, in good faith. The "fair market value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total fair market value of the shares of Common Stock underlying the surrendered portion of the Option (as determined in accordance with the immediately preceding sentence) over the total purchase price of such shares of Common Stock underlying the surrendered portion of the Option.

13. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, or to such other address as either shall have specified by notice in the writing to the other, and shall be deemed duly given hereunder when so delivered or three days after being mailed, as the case may be.

14. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof.

16. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

INDIVIDUAL INVESTOR GROUP, INC. Address: 333 Seventh Avenue, Fifth Floor
New York, New York 10001

/s/ Jonathan L. Steinberg

Jonathan L. Steinberg, Chairman of
the Board and Chief Executive Officer

/s/ Scot A. Rosenblum Address: 55 West 84th Street, Apt. #6

SCOT A. ROSENBLUM New York, New York 10024

STOCK OPTION AGREEMENT

AGREEMENT, made as of July 27, 1995 between INDIVIDUAL INVESTOR GROUP, INC., a Delaware corporation (the "Company"), and Russell Anmuth ("Anmuth").

WHEREAS, on July 27, 1995, the Board of Directors of the Company authorized the grant to Anmuth of an option to purchase an aggregate of 100,000 of the authorized but unissued shares of the Common Stock of the Company, \$.01 par value (the "Common Stock"), on the terms and conditions set forth in this Agreement; and

WHEREAS, Anmuth desires to acquire said option on the terms and conditions set forth in this Agreement;

IT IS AGREED:

18. The Company hereby grants to Anmuth the right and option (the "Option") to purchase all or any part of an aggregate of 100,000 shares of the Common Stock on the terms and conditions set forth herein (the "Option Shares"). The Option is a non-qualified stock option not intended to qualify under any section of the Internal Revenue Code of 1986, as amended.

19. The Option shall be exercisable as to 20,000 Option Shares on July 27, in each of 1996, 1997, 1998, 1999 and 2000. The Option Shares may be purchased at an exercise price of \$5.8125 per share. After a portion of the Option becomes exercisable, it shall remain exercisable, except as otherwise provided herein, until the close of business on July 27, 2005 (the "Exercise Period").

20. (a) If Anmuth's employment is terminated by the Company without cause, the portion of the Option, if any, that was exercisable as of the date of termination of employment may be exercised for a period of six months from the termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option not yet exercisable on the date of termination of employment shall immediately terminate upon the termination of employment.

(b) If Anmuth's employment is terminated for any reason other than death, disability, termination by the Company without cause whether or not then exercisable, shall immediately expire on such termination. In the event Anmuth's employment is terminated by the Company for cause, the Company also may require Anmuth to return to the Company the economic value of any Option Shares purchased under this Agreement by Anmuth within the six month period prior to the date of termination. In such event, Anmuth shall remit to the Company in cash the amount equal to the difference between the Fair Market Value (as defined in Section 11 of this Agreement) of the Option Shares on the date of termination (or the sales price of the Option Shares sold during the six-month period) and the Exercise Price of the Option Shares.

(c) Upon Anmuth's death, the Option, if any, that was exercisable as of the date of death may thereafter be exercised by Anmuth's legal representative or legatee under the will of Anmuth for a period of one year from the date of death or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option not exercisable on the date of death shall immediately terminate upon Anmuth's death.

(d) If Anmuth's employment by the Company terminates by reason of Anmuth's disability, the portion, if any, of the Option that was exercisable as of the date of termination of employment may thereafter be exercised by Anmuth or his guardian or legal representative for a period of one year from the date of termination of employment or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination shall immediately terminate upon termination of employment. For the purposes of this agreement, disability shall mean Anmuth's incapacity by illness or other disability from performing his usual employment obligations for a period in excess of 240 days (whether or not consecutive) or 120 days consecutively, as the case may be, during any twelve month period.

21. The Option shall not be assignable or transferable except, in the event of the death of Anmuth, by will or by the laws of descent and distribution. No transfer of the Option by Anmuth by will or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will and such other evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions of the Option.

22. The Company shall promptly issue certificates for any Option Shares purchased hereunder. Anmuth shall not have any of the rights of a stockholder with respect to the Option Shares until such shares have been issued after the due exercise of the Option.

23. In the event of a reorganization, recapitalization, reclassification, stock split or exchange, stock dividend, combination of shares, or any other similar change in the Common Stock of the Company, equitable proportionate adjustments shall be made by the Company in the number and kind of shares covered by the Option and in the option price thereunder.

24. The Company hereby represents and warrants to Anmuth that the Option Shares, when issued and delivered by the Company to Anmuth in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

25. Anmuth hereby represents and warrants to the Company that Anmuth is acquiring the Option and shall acquire the Option Shares for Anmuth's own account and not with a view to the distribution thereof.

26. Anything in this Agreement to the contrary notwithstanding, Anmuth hereby agrees that Anmuth shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by Anmuth without registration under the Securities Act of 1933 (the "Act"), or in the event that they are not so registered, unless (a) an exemption from the Act is available thereunder, and (b) Anmuth has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

27. Anmuth hereby acknowledges that:

(a) All reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 within the last 12 months have been made available to Anmuth for inspection.

(b) If Anmuth exercises the Option, Anmuth must bear the economic risk of the investment in the Option Shares for an indefinite period of time because the Option Shares will not have been registered under the Act and cannot be sold by Anmuth unless they are registered under the Act or an exemption therefrom is available.

(c) In Anmuth's position with the Company, Anmuth has had both the opportunity to ask questions of and receive answers from the officers of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to subparagraph (a) above.

(d) The Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the Act or an exemption therefrom.

(e) The certificates evidencing the Option Shares shall bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

28. Subject to the terms and conditions of the Agreement, the Option may be exercised by written notice to the Company at its principal place of business. Such notice shall state the election to exercise the Option and the number of Option Shares in respect to which it is being exercised, shall contain a representation and agreement by the person or persons so exercising the Option that the Option Shares are being purchased for investment and not with a view to the distribution or resale thereof, and shall be signed by the person or persons so exercising the Option. Such notice shall be accompanied by payment of the full purchase price of the Option Shares. Payment of the purchase price shall be made in cash or by check, bank draft or money order payable to the order of the Company; provided, however, that, at the election of Anmuth, the purchase price for any or all of the Option Shares to be acquired may be paid by: (i) the

surrender of shares of Common Stock of the Company held by or for the account of Anmuth with a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased, or (ii) the surrender of any

exercisable but unexercised portion of the Option having a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased. In either case, the fair market value of the surrendered shares or options shall be determined as of the date of exercise as follows: "Fair market value" of the Common Stock means, as of the exercise date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding such date, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price of the Common Stock on the last trading day preceding such date for which such quotations are reported by the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Company shall determine, in good faith. The "fair market value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total fair market value of the shares of Common Stock underlying the surrendered portion of the Option (as determined in accordance with the immediately preceding sentence) over the total purchase price of such shares of Common Stock underlying the surrendered portion of the Option.

29. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, or to such other address as either shall have specified by notice in the writing to the other, and shall be deemed duly given hereunder when so delivered or three days after being mailed, as the case may be.

30. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

31. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof.

32. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

33. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

INDIVIDUAL INVESTOR GROUP, INC. Address: 333 Seventh Avenue, Fifth Floor
New York, NY 10001

By: /s/ Scot A. Rosenblum

Scot A. Rosenblum, Secretary

/s/ Russell A. Anmuth Address: 60 West 66th Street, Apt. 5B

Russell A. Anmuth New York, NY 10023

STOCK OPTION AGREEMENT

AGREEMENT, made as of November 1, 1995 between INDIVIDUAL INVESTOR GROUP, INC., a Delaware corporation (the "Company"), and Gordon Anderson ("Anderson").

WHEREAS, on November 1, 1995, the Board of Directors of the Company authorized the grant to Anderson of an option to purchase an aggregate of 50,000 of the authorized but unissued shares of the Common Stock of the Company, \$.01 par value (the "Common Stock"), on the terms and conditions set forth in this Agreement; and

WHEREAS, Anderson desires to acquire said option on the terms and conditions set forth in this Agreement;

IT IS AGREED:

1. The Company hereby grants to Anderson the right and option (the "Option") to purchase all or any part of an aggregate of 50,000 shares of the Common Stock on the terms and conditions set forth herein (the "Option Shares"). The Option is a non-qualified stock option not intended to qualify under any section of the Internal Revenue Code of 1986, as amended.

2. The Option shall be exercisable as to 10,000 Option Shares on November 1, in each of 1996, 1997, 1998, 1999 and 2000. The Option Shares may be purchased at an exercise price of \$4.4375 per share. After a portion of the Option becomes exercisable, it shall remain exercisable, except as otherwise provided herein, until the close of business on November 1, 2005 (the "Exercise Period").

3. (a) If Anderson's employment is terminated by the Company without cause, the portion of the Option which has vested by the date of termination of employment may be exercised for a period of three months from the termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option not yet exercisable on the date of termination of employment shall immediately expire.

(b) If Anderson's employment is terminated for any reason other than death, disability, termination by the Company without cause or by the Company for cause, then the Options shall expire as of the date of termination.

(c) In the event Anderson's employment is terminated by the Company for cause, the Company also may require Anderson to return to the Company the economic value of any Option Shares purchased under this Agreement by Anderson within the six month period prior to the date of termination. In such event, Anderson shall emit to the Company in cash the amount equal to the difference between the Fair Market Value (as defined in Section 11 of this Agreement) of the Option Shares on the date of termination (or the sales price of the Option Shares sold during the six-month period) and the Exercise Price of the Option Shares.

(d) Upon Anderson's death, the Option shall become fully vested and exercisable and may thereafter be exercised by Anderson's legal representative or legatee under the will of Anderson for a period of one year from the date of death or until the expiration of the Exercise Period, whichever period is shorter.

(e) If Anderson's employment by the Company terminates by reason of Anderson's disability, the Option shall become fully vested and exercisable and may thereafter be exercised by Anderson or his guardian or legal representative for a period of one year from the date of termination of employment or until the expiration of the Exercise Period, whichever period is shorter.

4. The Option shall not be assignable or transferable except, in the event of the death of Anderson, by will or by the laws of descent and distribution. No transfer of the Option by Anderson by will or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will and such other evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions of the Option.

5. The Company shall promptly issue certificates for any Option Shares purchased hereunder. Anderson shall not have any of the rights of a stockholder with respect to the Option Shares until such shares have been issued after the due exercise of the Option.

6. In the event of a reorganization, recapitalization,

reclassification, stock split or exchange, stock dividend, combination of shares, or any other similar change in the Common Stock of the Company, equitable proportionate adjustments shall be made by the Company in the number and kind of shares covered by the Option and in the option price thereunder.

7. The Company hereby represents and warrants to Anderson that the Option Shares, when issued and delivered by the Company to Anderson in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

8. Anderson hereby represents and warrants to the Company that Anderson is acquiring the Option and shall acquire the Option Shares for Anderson's own account and not with a view to the distribution thereof.

9. Anything in this Agreement to the contrary notwithstanding, Anderson hereby agrees that Anderson shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by Anderson without registration under the Securities Act of 1933 (the "Act"), or in the event that they are not so registered, unless (a) an exemption from the Act is available thereunder, and (b) Anderson has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

10. Anderson hereby acknowledges that:

(a) All reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 within the last 12 months have been made available to Anderson for inspection.

(b) If Anderson exercises the Option, Anderson must bear the economic risk of the investment in the Option Shares for an indefinite period of time because the Option Shares will not have been registered under the Act and cannot be sold by Anderson unless they are registered under the Act or an exemption therefrom is available.

(c) In Anderson's position with the Company, Anderson has had both the opportunity to ask questions of and receive answers from the officers of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to subparagraph (a) above.

(d) The Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the Act or an exemption therefrom.

(e) The certificates evidencing the Option Shares shall bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

11. Notwithstanding the foregoing, upon a "change in control" of the Company as defined below, the Option shall be accelerated and be immediately exercisable as to all the Option Shares under this Option and remain exercisable until the close of business on the date immediately preceding the tenth anniversary of the date hereof. For purposes of this Agreement, a "change in control" of the Company shall mean a change in control of a nature that would be required to be reported in response to Item 5(f) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act"); provided that, without limitation, such a change in control shall be deemed to have occurred if (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than Jonathan Steinberg or Saul Steinberg, becomes the "beneficial owner," as defined below, directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company's then outstanding securities ordinarily having the right to vote at elections of directors ("Voting Securities"), or (b) individuals who constitute the Board on the date of this Agreement ("Incumbent Board") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the date of this Agreement whose election, or nomination for election by the Company's stockholders, was

approved by a vote of at least two-thirds of the directors comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement

of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be, for purposes of this clause (b), considered as though such person were a member of the Incumbent Board. Notwithstanding anything in the foregoing to the contrary, no change in control shall be deemed to have occurred for purposes of this Agreement by virtue of either the beneficial ownership (or sale) by Anderson, or with members of Anderson's immediate family, of 40% or more of the Voting Securities or any transaction which results in Anderson, or a group of persons which includes Anderson, acquiring (or selling) 40% or more of either the voting power of the Company's Voting Securities or other voting securities of any corporation which acquires all or substantially all of the assets of the Company, whether by way of merger, consolidation, sale of such assets or otherwise.

For purposes of this Agreement, "beneficial owner" shall be as defined in Rule 13d-3 under the Exchange Act, except that the provisions of Rule 13d-3(d)(2), which exclude certain persons from the Rule, shall not exclude those persons from being deemed beneficial owners for purposes of this Agreement.

12. Subject to the terms and conditions of the Agreement, the Option may be exercised by written notice to the Company at its principal place of business. Such notice shall state the election to exercise the Option and the number of Option Shares in respect to which it is being exercised, shall contain a representation and agreement by the person or persons so exercising the Option that the Option Shares are being purchased for investment and not with a view to the distribution or resale thereof, and shall be signed by the person or persons so exercising the Option. Such notice shall be accompanied by payment of the full purchase price of the Option Shares. Payment of the purchase price shall be made in cash or by check, bank draft or money order payable to the order of the Company; provided, however, that, at the election of Anderson, the purchase price for any or all of the Option Shares to be acquired may be paid by: (i) the surrender of shares of Common Stock of the Company held by or for the account of Anderson with a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased, or (ii) the surrender of any exercisable but unexercised portion of the Option having a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased. In either case, the fair market value of the surrendered shares or options shall be determined as of the date of exercise as follows: "Fair market value" of the Common Stock means, as of the exercise date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding such date, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price of the Common Stock on the last trading day preceding such date for which such quotations are reported by the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Company shall determine, in good faith. The "fair market value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total fair market value of the shares of Common Stock underlying the surrendered portion of the Option (as determined in accordance with the immediately preceding sentence) over the total purchase price of such shares of Common Stock underlying the surrendered portion of the Option.

13. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, or to such other address as either shall have specified by notice in the writing to the other, and shall be deemed duly given hereunder when so delivered or three days after being mailed, as the case may be.

14. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof.

16. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

INDIVIDUAL INVESTOR GROUP, INC.

Address: 333 Seventh Avenue
Fifth Floor
New York, NY 10001

By: /s/ Scot A. Rosenblum

Scot A. Rosenblum, Secretary

/s/ Gordon Anderson

Gordon Anderson

Address: 144 Sullivan Street #10
New York, New York 10012

STOCK OPTION AGREEMENT

AGREEMENT, made as of December 1, 1995 between INDIVIDUAL INVESTOR GROUP, INC., a Delaware corporation (the "Company"), and Sharon Cartotto ("Cartotto").

WHEREAS, on December 1, 1995, the Board of Directors of the Company authorized the grant to Cartotto of an option to purchase an aggregate of 30,000 of the authorized but unissued shares of the Common Stock of the Company, \$.01 par value (the "Common Stock"), on the terms and conditions set forth in this Agreement; and

WHEREAS, Cartotto desires to acquire said option on the terms and conditions set forth in this Agreement;

IT IS AGREED:

1. The Company hereby grants to Cartotto the right and option (the "Option") to purchase all or any part of an aggregate of 30,000 shares of the Common Stock on the terms and conditions set forth herein (the "Option Shares"). The Option is a non-qualified stock option not intended to qualify under any section of the Internal Revenue Code of 1986, as amended.

2. The Option shall be exercisable as to 10,000 Option Shares on December 1, in each of 1996, 1997, and 1998. The Option Shares may be purchased at an exercise price of \$4.375 per share. After a portion of the Option becomes exercisable, it shall remain exercisable, except as otherwise provided herein, until the close of business on December 1, 2005 (the "Exercise Period").

3. (a) If Cartotto's employment is terminated by the Company without cause, the portion of the Option which has vested by the date of termination of employment may be exercised for a period of three months from the termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option not yet exercisable on the date of termination of employment shall immediately expire.

(b) If Cartotto's employment is terminated for any reason other than death, disability, termination by the Company without cause or by the Company for cause, then the Options shall expire as of the date of termination.

(c) In the event Cartotto's employment is terminated by the Company for cause, the Company also may require Cartotto to return to the Company the economic value of any Option Shares purchased under this Agreement by Cartotto within the six month period prior to the date of termination. In such event, Cartotto shall remit to the Company in cash the amount equal to the difference between the Fair Market Value (as defined in Section 11 of this Agreement) of the Option Shares on the date of termination (or the sales price of the Option Shares sold during the six-month period) and the Exercise Price of the Option Shares.

(d) Upon Cartotto's death, the Option, if any, that was exercisable as of the date of death may thereafter be exercised by Cartotto's legal representative or legatee under the will of Cartotto for a period of one year from the date of death or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option not exercisable on the date of death shall immediately terminate upon death.

(e) If Cartotto's employment by the Company terminates by reason of Cartotto's disability, the Option shall become fully vested and exercisable and may hereafter be exercised by Cartotto or his guardian or legal representative for a period of one year from the date of termination of employment or until the expiration of the Exercise Period, whichever period is shorter.

4. The Option shall not be assignable or transferable except, in the event of the death of Cartotto, by will or by the laws of descent and distribution. No transfer of the Option by Cartotto by will or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will and such other evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions of the Option.

5. The Company shall promptly issue certificates for any Option Shares purchased hereunder. Cartotto shall not have any of the rights of a stockholder with respect to the Option Shares until such shares have been issued after the due exercise of the Option.

6. In the event of a reorganization, recapitalization, reclassification, stock split or exchange, stock dividend, combination of shares, or any other similar change in the Common Stock of the Company, equitable proportionate adjustments shall be made by the Company in the number and kind of shares covered by the Option and in the option price thereunder.

7. The Company hereby represents and warrants to Cartotto that the Option Shares, when issued and delivered by the Company to Cartotto in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

8. Cartotto hereby represents and warrants to the Company that Cartotto is acquiring the Option and shall acquire the Option Shares for Cartotto's own account and not with a view to the distribution thereof.

9. Anything in this Agreement to the contrary notwithstanding, Cartotto hereby agrees that Cartotto shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by Cartotto without registration under the Securities Act of 1933 (the "Act"), or in the event that they are not so registered, unless (a) an exemption from the Act is available thereunder, and (b) Cartotto has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

10. Cartotto hereby acknowledges that:

(a) All reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 within the last 12 months have been made available to Cartotto for inspection.

(b) If Cartotto exercises the Option, Cartotto must bear the economic risk of the investment in the Option Shares for an indefinite period of time because the Option Shares will not have been registered under the Act and cannot be sold by Cartotto unless they are registered under the Act or an exemption therefrom is available.

(c) In Cartotto's position with the Company, Cartotto has had both the opportunity to ask questions of and receive answers from the officers of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to subparagraph (a) above.

(d) The Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the Act or an exemption therefrom.

(e) The certificates evidencing the Option Shares shall bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

11. Notwithstanding the foregoing, upon a "change in control" of the Company as defined below, the Option shall be accelerated and be immediately exercisable as to all the Option Shares under this Option and remain exercisable until the close of business on the date immediately preceding the tenth anniversary of the date hereof. For purposes of this Agreement, a "change in control" of the Company shall mean a change in control of a nature that would be required to be reported in response to Item 5(f) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act"); provided that, without limitation, such a change in control shall be deemed to have occurred if (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than Jonathan Steinberg or Saul Steinberg, becomes the "beneficial owner," as defined below, directly or

indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company's then outstanding securities ordinarily having the right to vote at elections of directors ("Voting Securities"), or (b) individuals who constitute the Board on the date of this Agreement ("Incumbent

Board") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the directors comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be, for purposes of this clause (b), considered as though such person were a member of the Incumbent Board. Notwithstanding anything in the foregoing to the contrary, no change in control shall be deemed to have occurred for purposes of this Agreement by virtue of either the beneficial ownership (or sale) by Cartotto, or with members of Cartotto's immediate family, of 40% or more of the Voting Securities or any transaction which results in Cartotto, or a group of persons which includes Cartotto, acquiring (or selling) 40% or more of either the voting power of the Company's Voting Securities or other voting securities of any corporation which acquires all or substantially all of the assets of the Company, whether by way of merger, consolidation, sale of such assets or otherwise.

For purposes of this Agreement, "beneficial owner" shall be as defined in Rule 13d-3 under the Exchange Act, except that the provisions of Rule 13d-3(d)(2), which exclude certain persons from the Rule, shall not exclude those persons from being deemed beneficial owners for purposes of this Agreement.

12. Subject to the terms and conditions of the Agreement, the Option may be exercised by written notice to the Company at its principal place of business. Such notice shall state the election to exercise the Option and the number of Option Shares in respect to which it is being exercised, shall contain a representation and agreement by the person or persons so exercising the Option that the Option Shares are being purchased for investment and not with a view to the distribution or resale thereof, and shall be signed by the person or persons so exercising the Option. Such notice shall be accompanied by payment of the full purchase price of the Option Shares. Payment of the purchase price shall be made in cash or by check, bank draft or money order payable to the order of the Company; provided, however, that, at the election of Cartotto, the purchase price for any or all of the Option Shares to be acquired may be paid by: (i) the surrender of shares of Common Stock of the Company held by or for the account of Cartotto with a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased, or (ii) the surrender of any exercisable but unexercised portion of the Option having a fair market value equal to the purchase price multiplied by the number of Option Shares to be purchased. In either case, the fair market value of the surrendered shares or options shall be determined as of the date of exercise as follows: "Fair market value" of the Common Stock means, as of the exercise date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding such date, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price of the Common Stock on the last trading day preceding such date for which such quotations are reported by the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Company shall determine, in good faith. The "fair market value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total fair market value of the shares of Common Stock underlying the surrendered portion of the Option (as determined in accordance with the immediately preceding sentence) over the total purchase price of such shares of Common Stock underlying the surrendered portion of the Option.

13. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, or to such other address as either shall have specified by notice in the writing to the other, and shall be deemed duly given hereunder when so delivered or three days after being mailed, as the case may be.

14. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof.

16. This Agreement shall inure to the benefit of and be

binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

INDIVIDUAL INVESTOR GROUP, INC.

Address: 1633 Broadway
Thirty-eighth Floor
New York, NY 10019

/s/ Sharon Cartotto Address: 10 Bellgrove Drive

Sharon Cartotto Mahwah, NJ 07403

STOCK OPTION AGREEMENT

AGREEMENT, made as of March 15, 1996 between INDIVIDUAL INVESTOR GROUP, INC., a Delaware corporation (the "Company"), and Jay Burzon ("Burzon").

WHEREAS, the Company and Burzon have entered into an Employment Agreement of even date herewith pursuant to which Burzon will be employed by the Company ("Employment Agreement"); and

WHEREAS, the Employment Agreement provides that the Company will grant to Burzon an option to purchase an aggregate of 100,000 of the authorized but unissued shares of the Common Stock of the Company, \$.01 par value (the "Common Stock"), on the terms and conditions set forth in this Agreement; and

WHEREAS, Burzon desires to acquire said option on the terms and conditions set forth in this Agreement;

IT IS AGREED:

1. The Company hereby grants to Burzon the right and option (the "Option") to purchase all or any part of an aggregate of 100,000 shares of the Common Stock on the terms and conditions set forth herein (the "Option Shares"). The Option is a non-qualified stock option not intended to qualify under any section of the Internal Revenue Code of 1986, as amended.

2. The Option shall be exercisable as to 33,333 Option Shares on and after March 15, in each of 1997 and 1998 and as to 33,334 Option Shares on and after March 15, 1999. The Option Shares may be purchased at an exercise price of \$6.00 per share. After a portion of the Option becomes exercisable, it shall remain exercisable, except as otherwise provided herein, until the close of business on March 15, 2006 (the "Exercise Period").

3. (a) If Burzon's employment is terminated by the Company for cause (as defined in Section 9(a) of the Employment Agreement), the Option, whether or not exercisable, shall immediately expire. In addition, the Company also may require Burzon to return to the Company the economic value of any Option Shares purchased under this Agreement by Burzon within the six month period prior to the date of termination. In such event, Burzon shall remit to the Company in cash the amount equal to the difference between the Fair Market Value (as defined in Section 14 of this Agreement) of the Option Shares on the date of termination (or the sales price of the Option Shares sold during the six-month period) and the Exercise Price of the Option Shares.

(b) If Burzon's employment is terminated by the Company without cause (as defined in Section 9(a) of the Employment Agreement), the portion of the Option, if any, that was exercisable as of the date of termination of employment may be exercised for a period of six months from the termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination of employment shall immediately terminate upon the termination of employment.

(c) If Burzon's employment by the Company terminates by reason of Burzon's disability, the portion, if any, of the Option that was exercisable as of the date of termination of employment may thereafter be exercised by Burzon or his guardian or legal representative for a period of one year from the date of termination of employment or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of termination of employment shall immediately terminate upon the termination of employment.

(d) Upon Burzon's death, the portion, if any, of the Option that was exercisable as of the date of death may thereafter be exercised by Burzon's legal representative or legatee under the will of Burzon for a period of one year from the date of death or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of death shall immediately terminate upon Burzon's death.

4. If a court of competent jurisdiction shall determine that Burzon has breached his obligations under Section 5 of the Employment Agreement subsequent to his employment by the Company, the Company may require Burzon to return to the Company the economic value of any Option Shares purchased under this Agreement by Burzon within the six month period prior to the date of termination. In such event, Burzon shall remit to the Company in cash the amount equal to the difference between the Fair Market Value (as defined in Section 14 of this Agreement) of the Option Shares on the date of termination (or the sales

price of the Option Shares sold during the six-month period) and the Exercise Price of the Option Shares.

5. The Option shall not be assignable or transferable except, in the event of the death of Burzon, by will or by the laws of descent and distribution. No transfer of the Option by Burzon by will or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will and such other evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions of the Option.

6. Burzon shall not have any of the rights of a stockholder with respect to the Option Shares until such shares have been issued after the due exercise of the Option.

7. The Option shall be exercised in whole or in part by written notice in substantially the form attached hereto as Exhibit A directed to the Company at its principal place of business accompanied by full payment as hereinafter provided of the exercise price for the number of Option Shares specified in the notice. The Company shall deliver a certificate for the Option Shares to Burzon as soon as practicable after payment therefor. Burzon shall make cash payments by wire transfer, certified or bank check or personal check, in each case payable to the order of the Company; the Company shall not be required to deliver certificates for Option Shares until the Company has confirmed the receipt of good and available funds in payment of the purchase price thereof. Burzon may in his sole discretion, use Common Stock of the Company owned by him to pay the purchase price for the Option Shares by delivery of stock certificates in negotiable form which are effective to transfer good and valid title thereto to the Company, free of any liens or encumbrances. Shares of Common Stock used for this purpose shall be valued at the Fair Market Value (as defined in Section 14 below).

8. Not later than the date as of which an amount first becomes includible in the gross income of Burzon for Federal income tax purposes with respect to the Option, Burzon shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any Federal, state and local taxes of any kind required by law to be withheld or paid with respect to such amount. The obligations of the Company under this Agreement shall be conditional upon such payment or arrangements with the Company and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to Burzon from the Company. Any required withholding tax may be paid in cash or with Common Stock in accordance with the preceding Sections.

9. In the event of a reorganization, recapitalization, reclassification, stock split or exchange, stock dividend, combination of shares, or any other similar change in the Common Stock of the Company, equitable proportionate adjustments shall be made by the Company in the number and kind of shares covered by the Option and in the option price thereunder.

10. The Company hereby represents and warrants to Burzon that the Option Shares, when issued and delivered by the Company to Burzon in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

11. Burzon hereby represents and warrants to the Company that Burzon is acquiring the Option and shall acquire the Option Shares for Burzon's own account and not with a view to the distribution thereof.

12. Anything in this Agreement to the contrary notwithstanding, Burzon hereby agrees that Burzon shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by Burzon without registration under the Securities Act of 1933 (the "Act"), or in the event that they are not so registered, unless (a) an exemption from the Act is available thereunder, and (b) Burzon has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

13. Burzon hereby acknowledges that:

(a) All reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 within the last 12 months have been made available to Burzon for inspection.

(b) If Burzon exercises the Option, Burzon must bear the economic risk of the investment in the Option Shares for an indefinite period of time because the Option Shares will not have been

registered under the Act and cannot be sold by Burzon unless they are registered under the Act or an exemption therefrom is available.

(c) In Burzon's position with the Company, Burzon has had both the opportunity to ask questions of and receive answers from the officers of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to subparagraph (a) above.

(d) The Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the Act or an exemption therefrom.

(e) The certificates evidencing the Option Shares shall bear the following legend:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

(f) The Company agrees to register the Option Shares under the Act on the next Form S-8 filed by the Company, but in any event, not later than May 31, 1997.

14. "Fair market value" of the Common Stock means, as of the exercise date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding such date, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price of the Common Stock on the last trading day preceding such date for which such quotations are reported by the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Company shall determine, in good faith.

15. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, or to such other address as either shall have specified by notice in the writing to the other, and shall be deemed duly given hereunder when so delivered or three days after being mailed, as the case may be.

16. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

17. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof.

18. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

48

INDIVIDUAL INVESTOR GROUP, INC. Address: 1633 Broadway, 38th Floor
New York, NY 10019

By: /s/ Jonathan L. Steinberg

Jonathan L. Steinberg, Chairman

/s/ Jay Burzon Address: 68 Oak Hill Road

JAY BURZON Chappaqua, NY 10514

FORM OF NOTICE OF EXERCISE OF OPTION

DATE

Individual Investor Group, Inc.
1633 Broadway, 38th Floor
New York, New York 10019

Attention: Stock Option Committee of
the Board of Directors

Re: Purchase of Option Shares

Gentlemen:

In accordance with my Stock Option Agreement dated as of
("Agreement") with Individual Investor
Group, Inc. (the "Company"), I hereby irrevocably elect to exercise the
right to purchase _____ shares of the Company's common stock, par value
\$.01 per share ("Common Stock"), which are being purchased for investment and
not for resale.

As payment for my shares, enclosed is (check and complete
applicable box(es)):

- ☐ a [personal check] [certified check] [bank check] payable to
the order of "Individual Investor Group, Inc." in the sum
of \$_____;
- ☐ confirmation of wire transfer in the amount
of \$_____; and/or
- ☐ certificate for ____ shares of the Company's Common Stock,
free and clear of any encumbrances, duly endorsed, having a
Fair Market Value (as such term is defined in the Agreement of
\$-----.

I hereby represent, warrant to, and agree with, the Company
that

a) I am acquiring the Option and shall
acquire the Option Shares for my own
account and not with a view towards the distribution thereof;

b) I have received a copy of all reports and
documents required to be filed by the Company with the
Commission pursuant to the Exchange Act within the last 24
months and all reports issued by the Company to its
stockholders;

c) I understand that I must bear the economic risk of
the investment in the Option Shares, which cannot be sold by
me unless they are registered under the Securities Act of
1933 (the "1933 Act") or an exemption therefrom is available
thereunder and that the company is under no obligation to
register the Option Shares for sale under the 1933 Act;

d) in my position with the Company, I have had both
the opportunity to ask questions and receive answers from the officers
and directors of the Company and all persons acting on its behalf
concerning the terms and conditions of the offer made hereunder and to
obtain any additional information to the extent the Company possesses
or may possess such information or can acquire it without unreasonable
effort or expense necessary to verify the accuracy of the information
obtained pursuant to clause (ii) above;

e) I am aware that the Company shall place stop
transfer orders with its transfer agent against the transfer of the
Option Shares in the absence of registration under the 1933 Act or an
exemption therefrom as provided herein;

50

f) my rights with respect to the Option Shares
shall, in all respects, be subject to the terms and conditions of this
Company's 1993 Stock Option Plan and this Agreement; and

g) the certificates evidencing the Option Shares
shall bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

Kindly forward to me my certificate at your earliest convenience.
Very truly yours,

- -----	- -----
(Signature)	(Address)
- -----	- -----
(Print Name)	

Approved by Board of Directors November 4, 1996

Approved by Stockholders on: _____

INDIVIDUAL INVESTOR GROUP, INC.

1996 Management Incentive Plan

Section 1. Purpose; Definitions.

1.1 Purpose. The purpose of the Individual Investor Group, Inc. (the "Company") 1996 Management Incentive Plan (the "Plan") is to enable the Company to offer to the executive officers of the Company and its subsidiaries as determined by the Committee (as hereinafter defined) an opportunity to acquire a proprietary interest in the Company. The various types of long-term incentive awards which may be provided under the Plan will enable the Company to respond to changes in compensation practices, tax laws, accounting regulations and the size and diversity of its businesses.

1.2 Definitions. For purposes of the Plan, the following terms shall be defined as set forth below:

(a) "Agreement" means the agreement between the Company and the Holder setting forth the terms and conditions of an award under the Plan.

(b) "Board" means the Board of Directors of the Company.

(c) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto and the regulations promulgated thereunder.

(d) "Committee" means any committee of the Board, which the Board may designate to administer the Plan or any portion thereof. If no Committee is so designated, then all references in this Plan to "Committee" shall mean the Board.

(e) "Common Stock" means the Common Stock of the Company, par value \$.01 per share.

(f) "Company" means Individual Investor Group, Inc., a corporation organized under the laws of the State of Delaware.

(g) "Deferred Stock" means Stock to be received, under an award made pursuant to Section 8, below, at the end of a specified deferral period.

(h) "Disability" means disability as determined under procedures established by the Committee for purposes of the Plan.

(i) "Effective Date" means the date set forth in Section 12.1, below.

(j) "Fair Market Value", unless otherwise required by any applicable provision of the Code or any regulations issued thereunder, means, as of any given date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, the last sale price of the Common Stock in the principal trading market for the Common Stock on the last trading day preceding the date of grant of an award hereunder, as reported by the exchange or Nasdaq, as the case may be; (ii) if the Common Stock is not listed on a national securities exchange or quoted on the Nasdaq National Market or Nasdaq SmallCap Market, but is traded in the over-the-counter market, the closing bid price for the Common Stock on the last trading day preceding the date of grant of an award hereunder for which such quotations are reported by the OTC Bulletin Board or the National Quotation Bureau, Incorporated or similar publisher of such quotations; and (iii) if the fair market value of the Common Stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Committee shall determine, in good faith.

52

(k) "Holder" means a person who has received an award under the Plan.

(l) "Incentive Stock Option" means any Stock Option intended to be and designated as an "incentive stock option" within the meaning of Section 422 of the Code.

(m) "Nonqualified Stock Option" means any Stock Option that is not an Incentive Stock Option.

(n) "Normal Retirement" means retirement from active

employment with the Company or any Subsidiary on or after age 65.

(o) "Other Stock-Based Award" means an award under Section 9, below, that is valued in whole or in part by reference to, or is otherwise based upon, Stock.

(p) "Parent" means any present or future parent corporation of the Company, as such term is defined in Section 424(e) of the Code.

(q) "Plan" means the Individual Investor Group, Inc. 1996 Management Incentive Plan, as hereinafter amended from time to time.

(r) "Restricted Stock" means Stock, received under an award made pursuant to Section 7, below, that is subject to restrictions under said Section 7.

(s) "SAR Value" means the excess of the Fair Market Value (on the exercise date) of the number of shares for which the Stock Appreciation Right is exercised over the exercise price that the participant would have otherwise had to pay to exercise the related Stock Option and purchase the relevant shares.

(t) "Stock" means the Common Stock of the Company, par value \$.01 per share.

(u) "Stock Appreciation Right" means the right to receive from the Company, on surrender of all or part of the related Stock Option, without a cash payment to the Company, a number of shares of Common Stock equal to the SAR Value divided by the exercise price of the Stock Option.

(v) "Stock Option" or "Option" means any option to purchase shares of Stock which is granted pursuant to the Plan.

(w) "Stock Reload Option" means any option granted under Section 5.3, below, as a result of the payment of the exercise price of a Stock Option and/or the withholding tax related thereto in the form of Stock owned by the Holder or the withholding of Stock by the Company.

(x) "Subsidiary" means any present or future subsidiary corporation of the Company, as such term is defined in Section 424(f) of the Code.

Section 2. Administration.

2.1 Committee Membership. The Plan shall be administered by the Board or a Committee. Committee members shall serve for such term as the Board may in each case determine, and shall be subject to removal at any time by the Board.

2.2 Powers of Committee. The Committee shall have full authority to award, pursuant to the terms of the Plan: (i) Stock Options, (ii) Stock Appreciation Rights, (iii) Restricted Stock, (iv) Deferred Stock, (v) Stock Reload Options and/or (vi) Other Stock-Based Awards. For purposes of illustration and not of limitation, the Committee shall have the authority (subject to the express provisions of this Plan):

(a) to select the executive officers of the Company or any Subsidiary to whom Stock Options, Stock Appreciation Rights, Restricted Stock, Deferred Stock, Reload Stock Options and/or Other Stock-Based Awards may from time to time be awarded hereunder.

(b) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any award granted hereunder (including, but not limited to, number of shares, share price, any restrictions or limitations, and any vesting, exchange, surrender, cancellation, acceleration, termination, exercise or forfeiture provisions, as the Committee shall determine);

53

(c) to determine any specified performance goals or such other factors or criteria which need to be attained for the vesting of an award granted hereunder;

(d) to determine the terms and conditions under which awards granted hereunder are to operate on a tandem basis and/or in conjunction with or apart from other equity awarded under this Plan and cash awards made by the Company or any Subsidiary outside of this Plan;

(e) to permit a Holder to elect to defer a payment under the Plan under such rules and procedures as the Committee may establish, including the crediting of interest on deferred amounts denominated in cash and of dividend equivalents on deferred amounts denominated in Stock;

(f) to determine the extent and circumstances under which Stock and other amounts payable with respect to an award hereunder shall be deferred which may be either automatic or at the election of the Holder; and

(g) to substitute (i) new Stock Options for previously granted Stock Options, which previously granted Stock Options have higher option exercise prices and/or contain other less favorable terms, and (ii) new awards of any other type for previously granted awards of the same type, which previously granted awards are upon less favorable terms.

2.3 Interpretation of Plan.

(a) Committee Authority. Subject to Section 11, below, the Committee shall have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall, from time to time, deem advisable, to interpret the terms and provisions of the Plan and any award issued under the Plan (and to determine the form and substance of all Agreements relating thereto), and to otherwise supervise the administration of the Plan. Subject to Section 11, below, all decisions made by the Committee pursuant to the provisions of the Plan shall be made in the Committee's sole discretion and shall be final and binding upon all persons, including the Company, its Subsidiaries and Holders.

(b) Incentive Stock Options. Anything in the Plan to the contrary notwithstanding, no term or provision of the Plan relating to Incentive Stock Options (including but limited to Stock Reload Options or Stock Appreciation rights granted in conjunction with an Incentive Stock Option) or any Agreement providing for Incentive Stock Options shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be so exercised, so as to disqualify the Plan under Section 422 of the Code, or, without the consent of the Holder(s) affected, to disqualify any Incentive Stock Option under such Section 422.

Section 3. Stock Subject to Plan.

3.1 Number of Shares. The total number of shares of Common Stock reserved and available for distribution under the Plan shall be 500,000 shares. Shares of Stock under the Plan may consist, in whole or in part, of authorized and unissued shares or treasury shares. If any shares of Stock that have been granted pursuant to a Stock Option cease to be subject to a Stock Option, or if any shares of Stock that are subject to any Stock Appreciation Right, Restricted Stock, Deferred Stock award, Reload Stock Option or Other Stock-Based Award granted hereunder are forfeited, or any such award otherwise terminates without a payment being made to the Holder in the form of Stock, such shares shall again be available for distribution in connection with future grants and awards under the Plan. Only net shares issued upon a stock-for-stock exercise (including stock used for withholding taxes) shall be counted against the number of shares available under the Plan.

3.2 Adjustment Upon Changes in Capitalization, Etc. In the event of any change in the number of outstanding shares of Common Stock of the Company occurring as the result of a stock split, reverse stock split or stock dividend on the Common Stock, after the grant of an Award, the Company shall proportionately adjust the number of shares of Stock subject to the Award and the price to be paid on exercise of an Award as well as the aggregate number of shares reserved for issuance under the Plan. Any right to acquire a fractional share of Stock resulting from any adjustments will be rounded to the nearest whole share of Stock. If the Company shall be the surviving corporation in any merger, combination or consolidation, any outstanding Award shall pertain and apply to the shares of Stock to which the Holder is entitled, without adjustment for issuance by the Company of any securities in the merger, combination or consolidation. In the event of a change in the par value of the Common Stock of

54

the Company which is subject to any outstanding Award, such Award will be deemed to pertain to the shares of Stock resulting from any such change. To the extent that the foregoing adjustments relate to the Common Stock of the Company, the adjustments will be made by the Committee whose determination will be final, binding and conclusive.

Section 4. Eligibility.

4.1 General. Awards may be made or granted to executive officers of the Company and its subsidiaries as selected by the Committee who are deemed to have rendered or to be able to render significant services to the Company or its Subsidiaries and who are deemed to have contributed or to have the potential to contribute to the success of the Company. No Incentive Stock Option shall be granted to any person who is not an employee of the Company or a Subsidiary at the time of grant.

Section 5. Required Six Month Holding Period.

A period of not less than six months must elapse from the date of grant of an award under the Plan, (i) before any disposition by a Holder of a derivative security (as defined in Rule 16a-1 promulgated under the Securities Exchange Act of 1934, as amended) issued under this Plan or (ii) before any disposition by a Holder of any Stock purchased or granted pursuant to an award

under this Plan.

Section 6. Stock Options.

6.1 Grant and Exercise. Stock Options granted under the Plan may be of two types: (i) Incentive Stock Options and (ii) Nonqualified Stock Options. Any Stock Option granted under the Plan shall contain such terms, not inconsistent with this Plan, or with respect to Incentive Stock Options, not inconsistent with the Code, as the Committee may from time to time approve. The Committee shall have the authority to grant Incentive Stock Options, Non-Qualified Stock Options, or both types of Stock Options and which may be granted alone or in addition to other awards granted under the Plan. To the extent that any Stock Option intended to qualify as an Incentive Stock Option does not so qualify, it shall constitute a separate Nonqualified Stock Option. An Incentive Stock Option may be granted only within the ten-year period commencing from the Effective Date and may only be exercised within ten years of the date of grant (or five years in the case of an Incentive Stock Option granted to an optionee ("10% Stockholder") who, at the time of grant, owns Stock possessing more than 10% of the total combined voting power of all classes of stock of the Company.

6.2 Terms and Conditions. Stock Options granted under the Plan shall be subject to the following terms and conditions:

(a) Exercise Price. The exercise price per share of Stock purchasable under a Stock Option shall be determined by the Committee at the time of grant and may be less than 100% of the Fair Market Value of the Stock as defined above; provided, however, that the exercise price of an Incentive Stock Option shall not be less than 100% of the Fair Market Value of the Stock if granted to a person other than a 10% Stockholder and, if granted to a 10% Stockholder, the exercise price shall not be less than 110% of the Fair Market Value of the Stock.

(b) Option Term. Subject to the limitations in Section 6.1, above, the term of each Stock Option shall be fixed by the Committee.

(c) Exercisability. Stock Options shall be exercisable at such time or times, and subject to such terms and conditions as shall be determined by the Committee. If the Committee provides, in its discretion, that any Stock Option is exercisable only in installments, i.e., that it vests over time, the Committee may waive such installment exercise provisions at any time at or after the time of grant in whole or in part, based upon such factors as the Committee shall determine.

(d) Method of Exercise. Subject to whatever installment, exercise and waiting period provisions are applicable in a particular case, Stock Options may be exercised in whole or in part at any time during the term of the Option, by giving written notice of exercise to the Company specifying the number of shares of Stock to be purchased. Such notice shall be accompanied by payment in full of the purchase price, which shall be in cash or, unless otherwise provided in the Agreement, in shares of Stock (including Restricted Stock and other contingent awards under this Plan) or, partly in cash and partly in such Stock, or such other means which the Committee determines are consistent with the Plan's purpose and applicable law. Cash payments shall be made by wire transfer, certified or bank check or personal check, in each case payable to the order of the Company; provided, however, that the Company shall not be required

55

to deliver certificates for shares of Stock with respect to which an Option is exercised until the Company has confirmed the receipt of good and available funds in payment of the purchase price thereof. Payments in the form of Stock shall be valued at the Fair Market Value of a share of Stock on the date prior to the date of exercise. Such payments shall be made by delivery of stock certificates in negotiable form which are effective to transfer good and valid title thereto to the Company, free of any liens or encumbrances. Subject to the terms of the Agreement, the Committee may, in its sole discretion, at the request of the Holder, deliver upon the exercise of a Nonqualified Stock Option a combination of shares of Deferred Stock and Common Stock; provided that, notwithstanding the provisions of Section 9 of the Plan, such Deferred Stock shall be fully vested and not subject to forfeiture. A Holder shall have none of the rights of a stockholder with respect to the shares subject to the Option until such shares shall be transferred to the Holder upon the exercise of the Option.

(e) Transferability. Except as may be set forth in the Agreement, no Stock Option shall be transferable by the Holder other than by will or by the laws of descent and distribution, and all Stock Options shall be exercisable, during the Holder's lifetime, only by the Holder.

(f) Termination by Reason of Death. If a Holder's employment by the Company or a Subsidiary terminates by reason of death, any Stock Option held by such Holder, unless otherwise determined by the Committee at the time of grant and set forth in the Agreement, shall be fully vested and may thereafter be exercised by the legal representative of the estate or by the legatee of the Holder under the will of the Holder, for a period of one year (or such other greater or lesser period as the Committee may specify at grant) from the date of

such death or until the expiration of the stated term of such Stock Option, whichever period is the shorter.

(g) Termination by Reason of Disability. If a Holder's employment by the Company or any Subsidiary terminates by reason of Disability, any Stock Option held by such Holder, unless otherwise determined by the Committee at the time of grant and set forth in the Agreement, shall be fully vested and may thereafter be exercised by the Holder for a period of one year (or such other greater or lesser period as the Committee may specify at the time of grant) from the date of such termination of employment or until the expiration of the stated term of such Stock Option, whichever period is the shorter.

(h) Other Termination. Subject to the provisions of Section 13.3, below, and unless otherwise determined by the Committee at the time of grant and set forth in the Agreement, if a Holder is an employee of the Company or a Subsidiary at the time of grant and if such Holder's employment by the Company or any Subsidiary terminates for any reason other than death or Disability, the Stock Option shall thereupon automatically terminate, except that if the Holder's employment is terminated by the Company or a Subsidiary without cause or due to Normal Retirement, then the portion of such Stock Option which has vested on the date of termination of employment may be exercised for the lesser of three months after termination of employment or the balance of such Stock Option's term.

(i) Additional Incentive Stock Option Limitation. In the case of an Incentive Stock Option, the aggregate Fair Market Value of Stock (determined at the time of grant of the Option) with respect to which Incentive Stock Options become exercisable by a Holder during any calendar year (under all such plans of the Company and its Parent and Subsidiary) shall not exceed \$100,000.

(j) Buyout and Settlement Provisions. The Committee may at any time, in its sole discretion, offer to buy out a Stock Option previously granted, based upon such terms and conditions as the Committee shall establish and communicate to the Holder at the time that such offer is made.

(k) Stock Option Agreement. Each grant of a Stock Option shall be confirmed by, and shall be subject to the terms of, the Agreement executed by the Company and the Holder.

6.3 Stock Reload Option. The Committee may also grant to the Holder (concurrently with the grant of an Incentive Stock Option and at or after the time of grant in the case of a Nonqualified Stock Option) a Stock Reload Option up to the amount of shares of Stock held by the Holder for at least six months and used to pay all or part of the exercise price of an Option and, if any, withheld by the Company as payment for withholding taxes. Such Stock Reload Option shall have an exercise price equal to the Fair Market Value as of the date of the Stock Reload Option grant. Unless the Committee determines otherwise, a Stock Reload Option may be exercised commencing one year after it is granted and shall expire on the date of expiration of the Option to which the Reload Option is related.

56

Section 7. Stock Appreciation Rights.

7.1 Grant and Exercise. The Committee may grant Stock Appreciation Rights to participants who have been, or are being granted, Options under the Plan as a means of allowing such participants to exercise their Options without the need to pay the exercise price in cash. In the case of a Nonqualified Stock Option, a Stock Appreciation Right may be granted either at or after the time of the grant of such Nonqualified Stock Option. In the case of an Incentive Stock Option, a Stock Appreciation Right may be granted only at the time of the grant of such Incentive Stock Option.

7.2 Terms and Conditions. Stock Appreciation Rights shall be subject to the following terms and conditions:

(a) Exercisability. Stock Appreciation Rights shall be exercisable as shall be determined by the Committee and set forth in the Agreement, subject to the limitations, if any, imposed by the Code, with respect to related Incentive Stock Options.

(b) Termination. A Stock Appreciation Right shall terminate and shall no longer be exercisable upon the termination or exercise of the related Stock Option.

(c) Method of Exercise. Stock Appreciation Rights shall be exercisable upon such terms and conditions as shall be determined by the Committee and set forth in the Agreement and by surrendering the applicable portion of the related Stock Option. Upon such exercise and surrender, the Holder shall be entitled to receive a number of Option Shares equal to the SAR Value divided by the Fair Market Value (on the exercise date).

(d) Shares Affected Upon Plan. The granting of a Stock

Appreciation Right shall not affect the number of shares of Stock available for awards under the Plan. The number of shares available for awards under the Plan will, however, be reduced by the number of shares of Stock acquirable upon exercise of the Stock Option to which such Stock Appreciation Right relates.

Section 8. Restricted Stock.

8.1 Grant. Shares of Restricted Stock may be awarded either alone or in addition to other awards granted under the Plan. The Committee shall determine the eligible persons to whom, and the time or times at which, grants of Restricted Stock will be awarded, the number of shares to be awarded, the price (if any) to be paid by the Holder, the time or times within which such awards may be subject to forfeiture (the "Restriction Period"), the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the awards.

8.2 Terms and Conditions. Each Restricted Stock award shall be subject to the following terms and conditions:

(a) Certificates. Restricted Stock, when issued, will be represented by a stock certificate or certificates registered in the name of the Holder to whom such Restricted Stock shall have been awarded. During the Restriction Period, certificates representing the Restricted Stock and any securities constituting Retained Distributions (as defined below) shall bear a legend to the effect that ownership of the Restricted Stock (and such Retained Distributions), and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms and conditions provided in the Plan and the Agreement. Such certificates shall be deposited by the Holder with the Company, together with stock powers or other instruments of assignment, each endorsed in blank, which will permit transfer to the Company of all or any portion of the Restricted Stock and any securities constituting Retained Distributions that shall be forfeited or that shall not become vested in accordance with the Plan and the Agreement.

(b) Rights of Holder. Restricted Stock shall constitute issued and outstanding shares of Common Stock for all corporate purposes. The Holder will have the right to vote such Restricted Stock, to receive and retain all regular cash dividends and other cash equivalent distributions as the Board may in its sole discretion designate, pay or distribute on such Restricted Stock and to exercise all other rights, powers and privileges of a holder of Common Stock with respect to such Restricted Stock, with the exceptions that (i) the Holder will not be entitled to delivery of the stock certificate or certificates representing such Restricted Stock until the Restriction Period shall have expired and unless all other vesting requirements with respect thereto shall

57

have been fulfilled; (ii) the Company will retain custody of the stock certificate or certificates representing the Restricted Stock during the Restriction Period; (iii) other than regular cash dividends and other cash equivalent distributions as the Board may in its sole discretion designate, pay or distribute, the Company will retain custody of all distributions ("Retained Distributions") made or declared with respect to the Restricted Stock (and such Retained Distributions will be subject to the same restrictions, terms and conditions as are applicable to the Restricted Stock) until such time, if ever, as the Restricted Stock with respect to which such Retained Distributions shall have been made, paid or declared shall have become vested and with respect to which the Restriction Period shall have expired; (iv) a breach of any of the restrictions, terms or conditions contained in this Plan or the Agreement or otherwise established by the Committee with respect to any Restricted Stock or Retained Distributions will cause a forfeiture of such Restricted Stock and any Retained Distributions with respect thereto.

(c) Vesting; Forfeiture. Upon the expiration of the Restriction Period with respect to each award of Restricted Stock and the satisfaction of any other applicable restrictions, terms and conditions (i) all or part of such Restricted Stock shall become vested in accordance with the terms of the Agreement, and (ii) any Retained Distributions with respect to such Restricted Stock shall become vested to the extent that the Restricted Stock related thereto shall have become vested. Any such Restricted Stock and Retained Distributions that do not vest shall be forfeited to the Company and the Holder shall not thereafter have any rights with respect to such Restricted Stock and Retained Distributions that shall have been so forfeited.

Section 9. Deferred Stock.

9.1 Grant. Shares of Deferred Stock may be awarded either alone or in addition to other awards granted under the Plan. The Committee shall determine the eligible persons to whom, and the time or times at which, grants of Deferred Stock will be awarded, the number of shares of Deferred Stock to be awarded to any person, the duration of the period (the "Deferral Period") during which, and the conditions under which, receipt of the shares will be deferred, and all the other terms and conditions of the awards.

9.2 Terms and Conditions. Each Deferred Stock award shall be

subject to the following terms and conditions:

(a) Certificates. At the expiration of the Deferral Period (or the Additional Deferral Period referred to in Section 9.2 (d) below, where applicable), share certificates shall be issued and delivered to the Holder, or his legal representative, representing the number equal to the shares covered by the Deferred Stock award.

(b) Rights of Holder. A person entitled to receive Deferred Stock shall not have any rights of a stockholder by virtue of such award until the expiration of the applicable Deferral Period and the issuance and delivery of the certificates representing such Stock. The shares of Stock issuable upon expiration of the Deferral Period shall not be deemed outstanding by the Company until the expiration of such Deferral Period and the issuance and delivery of such Stock to the Holder.

(c) Vesting; Forfeiture. Upon the expiration of the Deferral Period with respect to each award of Deferred Stock and the satisfaction of any other applicable restrictions, terms and conditions all or part of such Deferred Stock shall become vested in accordance with the terms of the Agreement. Any such Deferred Stock that does not vest shall be forfeited to the Company and the Holder shall not thereafter have any rights with respect to such Deferred Stock.

(d) Additional Deferral Period. A Holder may request to, and the Committee may at any time, defer the receipt of an award (or an installment of an award) for an additional specified period or until a specified event (the "Additional Deferral Period"). Subject to any exceptions adopted by the Committee, such request must generally be made at least one year prior to expiration of the Deferral Period for such Deferred Stock award (or such installment).

58

Section 10. Other Stock-Based Awards.

10.1 Grant and Exercise. Other Stock-Based Awards may be awarded, subject to limitations under applicable law, that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, shares of Common Stock, as deemed by the Committee to be consistent with the purposes of the Plan, including, without limitation, purchase rights, shares of Common Stock awarded which are not subject to any restrictions or conditions, convertible or exchangeable debentures, or other rights convertible into shares of Common Stock and awards valued by reference to the value of securities of or the performance of specified Subsidiaries. Other Stock-Based Awards may be awarded either alone or in addition to or in tandem with any other awards under this Plan or any other plan of the Company.

10.2 Eligibility for Other Stock-Based Awards. The Committee shall determine the eligible persons to whom and the time or times at which grants of such other stock-based awards shall be made, the number of shares of Common Stock to be awarded pursuant to such awards, and all other terms and conditions of the awards.

10.3 Terms and Conditions. Each Other Stock-Based Award shall be subject to such terms and conditions as may be determined by the Committee.

Section 11. Amendment and Termination.

The Board may at any time, and from time to time, amend alter, suspend or discontinue any of the provisions of the Plan, but no amendment, alteration, suspension or discontinuance shall be made which would impair the rights of a Holder under any Agreement theretofore entered into hereunder, without the Holder's consent.

Section 12. Term of Plan.

12.1 Effective Date. The Plan shall be effective as of November 4, 1996 ("Effective Date"), subject to the approval of the Plan by the Company's stockholders within one year after the Effective Date. Any awards granted under the Plan prior to such approval shall be effective when made (unless otherwise specified by the Committee at the time of grant), but shall be conditioned upon, and subject to, such approval of the Plan by the Company's stockholders and no awards shall vest or otherwise become free of restrictions prior to such approval.

12.2 Termination Date. Unless terminated by the Board, this Plan shall continue to remain effective until such time no further awards may be granted and all awards granted under the Plan are no longer outstanding. Notwithstanding the foregoing, grants of Incentive Stock Options may only be made during the ten year period following the Effective Date.

Section 13. General Provisions.

13.1 Written Agreements. Each award granted under the Plan shall be

confirmed by, and shall be subject to the terms of the Agreement executed by the Company and the Holder. The Committee may terminate any award made under the Plan if the Agreement relating thereto is not executed and returned to the Company within ten days after the Agreement has been delivered to the Holder for his or her execution.

13.2 Unfunded Status of Plan. The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Holder by the Company, nothing contained herein shall give any such Holder any rights that are greater than those of a general creditor of the Company.

59

13.3 Employees.

(a) Engaging in Competition With the Company. In the event a Holder's employment with the Company or a Subsidiary is terminated for any reason whatsoever, and within eighteen months after the date thereof such Holder accepts employment with any competitor of, or otherwise engages in competition with, the Company, the Committee, in its sole discretion, may require such Holder to return to the Company the economic value of any award which was realized or obtained by such Holder at any time during the period beginning on that date which is six months prior to the date of such Holder's termination of employment with the Company.

(b) Termination for Cause. The Committee may, in the event a Holder's employment with the Company or a Subsidiary is terminated for cause, annul any award granted under this Plan to such employee and, in such event, the Committee, in its sole discretion, may require such Holder to return to the Company the economic value of any award which was realized or obtained by such Holder at any time during the period beginning on that date which is six months prior to the date of such Holder's termination of employment with the Company.

(c) No Right of Employment. Nothing contained in the Plan or in any award hereunder shall be deemed to confer upon any Holder who is an employee of the Company or any Subsidiary any right to continued employment with the Company or any Subsidiary, nor shall it interfere in any way with the right of the Company or any Subsidiary to terminate the employment of any Holder who is an employee at any time.

13.4 Investment Representations. The Committee may require each person acquiring shares of Stock pursuant to a Stock Option or other award under the Plan to represent to and agree with the Company in writing that the Holder is acquiring the shares for investment without a view to distribution thereof.

13.5 Additional Incentive Arrangements. Nothing contained in the Plan shall prevent the Board from adopting such other or additional incentive arrangements as it may deem desirable, including, but not limited to, the granting of Stock Options and the awarding of stock and cash otherwise than under the Plan; and such arrangements may be either generally applicable or applicable only in specific cases.

13.6 Withholding Taxes. Not later than the date as of which an amount must first be included in the gross income of the Holder for Federal income tax purposes with respect to any option or other award under the Plan, the Holder shall pay to the Company, or make arrangements satisfactory to the Committee regarding the payment of, any Federal, state and local taxes of any kind required by law to be withheld or paid with respect to such amount. If permitted by the Committee, tax withholding or payment obligations may be settled with Common Stock, including Common Stock that is part of the award that gives rise to the withholding requirement. The obligations of the Company under the Plan shall be conditioned upon such payment or arrangements and the Company or the Holder's employer (if not the Company) shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Holder from the Company or any Subsidiary.

13.7 Governing Law. The Plan and all awards made and actions taken thereunder shall be governed by and construed in accordance with the laws of the State of New York (without regard to choice of law provisions).

13.8 Other Benefit Plans. Any award granted under the Plan shall not be deemed compensation for purposes of computing benefits under any retirement plan of the Company or any Subsidiary and shall not affect any benefits under any other benefit plan now or subsequently in effect under which the availability or amount of benefits is related to the level of compensation (unless required by specific reference in any such other plan to awards under this Plan).

13.9 Non-Transferability. Except as otherwise expressly provided in the Plan or the Agreement, no right or benefit under the Plan may be alienated, sold, assigned, hypothecated, pledged, exchanged, transferred, encumbered or charged, and any attempt to alienate, sell, assign, hypothecate, pledge, exchange, transfer, encumber or charge the same shall be void.

13.10 Applicable Laws. The obligations of the Company with respect to

all Stock Options and awards under the Plan shall be subject to (i) all applicable laws, rules and regulations and such approvals by any governmental

60

agencies as may be required, including, without limitation, the Securities Act of 1933, as amended, and (ii) the rules and regulations of any securities exchange on which the Stock may be listed.

13.11 Conflicts. If any of the terms or provisions of the Plan or an Agreement (with respect to Incentive Stock Options) conflict with the requirements of Section 422 of the Code, then such terms or provisions shall be deemed inoperative to the extent they so conflict with the requirements of said Section 422 of the Code. Additionally, if this Plan or any Agreement does not contain any provision required to be included herein under Section 422 of the Code, such provision shall be deemed to be incorporated herein and therein with the same force and effect as if such provision had been set out at length herein and therein. If any of the terms or provisions of any Agreement conflict with any terms or provision of the Plan, then such terms or provisions shall be deemed inoperative to the extent they so conflict with the requirements of the Plan. Additionally, if any Agreement does not contain any provision required to be included therein under the Plan, such provision shall be deemed to be incorporated therein with the same force and effect as if such provision had been set out at length therein.

13.12 Non-Registered Stock. The shares of Stock to be distributed under this Plan have not been, as of the Effective Date, registered under the Securities Act of 1933, as amended, or any applicable state or foreign securities laws and the Company has no obligation to any Holder to register the Stock or to assist the Holder in obtaining an exemption from the various registration requirements, or to list the Stock on a national securities exchange.

61

Graubard Mollen & Miller
600 Third Avenue
New York, New York 10016-2097

December 11, 1996

Individual Investor Group, Inc.
1633 Broadway
38th Floor
New York, New York 10019

Dear Sirs:

Reference is made to the Registration Statement on Form S-8 ("Registration Statement") filed by Individual Investor Group, Inc. ("Company"), a Delaware corporation, under the Securities Act of 1933, as amended ("Act"), with respect to an aggregate of 2,020,000 shares of common stock, par value \$.01 per share ("Common Stock"), to be offered by the Company under the Company's 1996 Performance Equity Plan, 1996 Management Incentive Plan and certain other employment stock option plans under separate written agreements ("Plans").

We have examined such documents and considered such legal matters as we have deemed necessary and relevant as the basis for the opinion set forth below. With respect to such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as reproduced or certified copies, and the authenticity of the originals of those latter documents. As to questions of fact material to this opinion, we have, to the extent deemed appropriate, relied upon certain representations of certain officers and employees of the Company. We have also assumed that in granting future awards under the 1996 Performance Equity Plan and the 1996 Management Incentive Plan, the Board of Directors of the Company or the appropriate committee thereunder will exercise its discretion in establishing the terms of such awards within the permissible limits of the law of the State of Delaware. We have also assumed that, in granting future awards under the 1996 Management Incentive Plan, all awards granted prior to the stockholders of the Company approving such plan, if at all, such awards will be subject to and conditioned upon stockholder approval of such plan.

Based upon the foregoing, it is our opinion that the Common Stock to be issued by the Company under the Plans, when sold in accordance with the terms of the Plans and the individual instruments governing their issuance, will be legally issued, fully paid and nonassessable, although they may be subject to contractual restrictions established by the applicable Plans or instrument.

In giving this opinion, we have assumed that all certificates for the Company's shares of Common Stock, prior to their issuance, will be duly executed on behalf of the Company by the Company's transfer agent and registered by the Company's registrar, if necessary, and will conform, except as to denominations, to specimens which we have examined.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement, to the use of our name as your counsel and to all references made to us in the Registration Statement and in the Prospectus forming a part thereof. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ Graubard Mollen & Miller

GRAUBARD MOLLEN & MILLER

INDEPENDENT AUDITORS' CONSENT

To the Board of Directors and Stockholders of
Individual Investor Group, Inc.

We consent to the incorporation by reference in this Registration Statement of Individual Investor Group, Inc. and Subsidiaries (the "Company") on Form S-8 of the report of Deloitte & Touche dated March 19, 1996, appearing in the Annual Report on Form 10-KSB of the Company for the year ended December 31, 1995.

/s/ Deloitte & Touche LLP

DELOITTE & TOUCHE LLP
New York, New York

December 11, 1996

INDEPENDENT AUDITORS' CONSENT

WisdomTree Associates, L.P.

We consent to the incorporation by reference therein of our report dated March 6, 1996, with respect to the financial statements of WisdomTree Associates, L.P. incorporated by reference in the Annual Report (Form 10-KSB) of Individual Investor Group, Inc. for the year ended December 31, 1995, in the Registration Statement (Form S-8) pertaining to the 1996 Performance Equity Plan, 1996 Management Incentive Plan and Other Employee Benefit Plans of Individual Investor Group, Inc. filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

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ERNST & YOUNG LLP
New York, New York

December 11, 1996