

EXHIBIT B

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made and entered into as of October 25, 1999 (the "Amendment Effective Date"), by and between JONATHAN PARKER, a married man as his sole and separate property; THOMAS M. MONAHAN, a married man as his sole and separate property; HAROLD PARKER PROPERTIES, LP., a California limited partnership; and HAROLD A. PARKER, TRUSTEE, and GERTRUD V. PARKER, TRUSTEE of the HAROLD A. PARKER COMPANY TRUST dated May 11, 1988; all as Tenants in Common (collectively, "Landlord"), and E-GREETINGS NETWORK, a California corporation ("Tenant").

RECITALS:

A. Landlord and Tenant are parties to that certain Lease (the "Lease") dated as of April 13, 1999, covering certain premises in the building (the "Building") located at 149 New Montgomery Street, California. All capitalized terms used herein without definition shall have the respective meanings given to them in the Lease. The Lease, as amended by this Amendment, is referred to below as the "Amended Lease."

B. Landlord and Tenant desire to expand the Premises to include the following additional premises: (i) certain premises located on the Ground Floor of the Building containing approximately 8,937 rentable square feet as shown on Exhibit A-1 attached to this Amendment and incorporated herein by this reference (the "Ground Floor Premises") and (ii) certain premises located on the Lower Level of the Building containing approximately 5,000 rentable square feet as shown on Exhibit A-2 attached to this Amendment and incorporated herein by this reference (the "Lower Level Premises"), and to otherwise amend the Lease upon the terms and provisions hereinafter set forth. The Ground Floor Premises and the Lower Level Premises are hereinafter referred to collectively as the "Expansion Premises."

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the undersigned parties hereby agree as follows:

1. Expansion Premises. Effective as of the Amendment Effective Date, the term "Premises" shall include the initial Premises and the Expansion Premises, and all of the terms and conditions of the Lease shall apply to the Expansion Premises, except as otherwise provided below. Landlord agrees to deliver the Expansion Premises to Tenant on the Amendment Effective Date. The Lease Term with respect to the Expansion Premises shall commence on the sixtieth (60th) day after Landlord delivers the Expansion Premises to Tenant (the "Expansion Premises Commencement Date") and shall expire on the Lease Expiration Date, unless earlier terminated as provided in the Amended Lease. At any time during the Lease Term, Landlord may deliver to Tenant a notice of Lease Term dates in the form as set forth in Exhibit B attached hereto, which notice Tenant shall execute and return to Landlord within five (5) days of receipt thereof.

2. Basic Lease Information. Effective as of the Expansion Premises Commencement Date, the Summary of Basic Lease Information (the "Summary") is hereby amended as follows:

a. Premises. Paragraph 6 of the Summary is hereby amended to read in its entirety as follows:

"Approximately 70,186 rentable square feet of space located on the ground floor, 2nd, 3rd, 4th, 5th and 6th floors and lower level of the Building, as set forth on Exhibit A attached hereto and Exhibit A-1 and Exhibit A-2 attached to the First Amendment to Lease. For purposes of this Lease, the rentable square footage for each floor of the Premises is as follows:

Lower Level	5,000.00
Ground Floor	8,937.00
2nd Floor	11,043.00
3rd Floor	11,262.00
4th Floor	11,274.00
5th Floor	11,335.00
6th Floor	11,335.00

b. Lease Commencement Date. The following provision is hereby inserted at the end of Paragraph 7.2 of the Summary, immediately before the period:

"; provided, however, that the Lease Commencement Date applicable to the Expansion Premises shall be the Expansion Premises Commencement Date."

c. Base Rent. In Paragraph 8 of the Summary, the amount of the Monthly Installment of Base Rent is hereby changed to \$217,730.00.

d. Tenant's Share. In Paragraph 9.3 of the Summary, Tenant's Share is hereby changed to 95.51%.

e. Use. The following provision is hereby inserted at the end of Paragraph 10 of the Summary, immediately before the period:

"; provided that the Lower Level Premises may be used for storage purposes. The Lower Level Premises may also be used for exercise or recreation; provided that such use does not interfere with the use and enjoyment by other tenants in the Building of their respective leased premises."

f. Security Deposit. In Paragraph 11 of the Summary, the amount of the Security Deposit is hereby changed to \$217,730.00. Concurrently with Tenant's execution of this Amendment, Tenant shall deposit with Landlord the additional portion of the Security Deposit in the amount of \$37,264.46.

3. Condition of Expansion Premises.

a. Ground Floor Premises. The terms of the Tenant Work Letter attached as Exhibit B to the Lease (the "Work Letter") shall apply to the Ground Floor Premises, with the following modifications:

(i) In line 2 of Section 2.1 of the Work Letter, the amount "35.00" shall be changed to "\$25.00."

(ii) Landlord shall construct new men's and women's restrooms in the Ground Floor Premises in compliance with the ADA and all applicable building codes.

Tenant acknowledges that Landlord's construction of the restrooms in the Ground Floor Premises and Landlord's performance of some of the other base building work in the Ground Floor Premises shall take place after Landlord's delivery of the Ground Floor Premises to Tenant, so that Landlord and Tenant will be performing construction work simultaneously in the Ground Floor Premises. Landlord and Tenant each agrees to use commercially reasonable efforts to minimize interference with the other's work. If Landlord does not substantially complete the base building work in the Ground Floor Premises prior to the Expansion Premises Completion Date, then the rent allocable to the Ground Floor Premises shall abate until such base building work has been substantially completed; provided, however, that there shall be no such abatement to the extent that any such delay was caused by Tenant's construction of its tenant improvements or Tenant's breach of any of its obligations under the Amended Lease.

b. Lower Level Premises. Tenant agrees to accept the Lower Level Premises in their "as is" condition. Landlord makes no representations or warranties whatsoever concerning the condition of the Lower Level Premises. In particular, and without limitation, Tenant acknowledges that the Lower Level Premises are not separately demised from the adjacent premises and that Landlord shall have no responsibility to construct any demising walls to separate the Lower Level Premises from the adjacent premises. The terms of the Work Letter shall not apply to the Lower Level Premises. Tenant shall have the right to construct demising walls to separate the Lower Level Premises from the adjacent premises, provided that such walls do not prevent Landlord from having reasonable access from both the elevator and the stairs to the remaining premises on the Lower Level of the Building.

4. Letter of Credit. Within twenty (20) business days after the Amendment Effective Date, Tenant shall deliver to Landlord an additional Letter of Credit in the amount of Three Hundred Thousand Dollars (\$300,000.00), which meets all of the other requirements set forth in Section 21 of the Lease. Thereafter, all references in the Lease to the "Letter of Credit" shall be deemed to refer collectively to the initial Letter of Credit and such additional Letter of Credit (and all renewals or replacements thereof) or to a single Letter of Credit in the aggregate amount of Two Million Three Hundred Thousand Dollars (\$2,300,000.00), subject to Section 21.3 of the Lease.

5. Expansion Option. Tenant shall have an option (the "Expansion Option") to lease the remaining premises on the Lower Level of the Building which contain approximately 6,501 rentable square feet, as described in Exhibit A-1 attached hereto (the "Expansion Space"), on the terms and conditions hereinafter set forth, provided that Tenant gives Landlord written notice of its exercise of the option (the "Option Notice") on or before November 1, 1999, at 5 p.m. (California time). Tenant shall exercise the option, if at all, as to all of the Expansion Space. Landlord shall deliver the Expansion Space to Tenant within one (1) business day after Landlord's receipt of the Option Notice. Upon delivery, Landlord and Tenant shall enter into an amendment to the Amended Lease that incorporates the Expansion Space into the Premises, increases the total monthly Base Rent by \$4,876.00, increases the amount of the Security Deposit by \$4,876.00, and otherwise provides that the Expansion Space shall be leased pursuant to all of the terms of the Amended Lease. Landlord shall neither provide nor pay for any interior improvement work or services related to the Expansion Space; and Tenant shall accept the Expansion Space in its "as is" condition on the date of delivery. The Expansion Option set forth herein is personal to Tenant and shall not be included in any assignment of this Lease.

6. Signage. The following provision is hereby inserted immediately after the first sentence of Section 23 of the Lease:

"In addition, Tenant shall have the right to install its logo on the face of the Building, and all references in this Section 23 to 'signage' shall be deemed to include any such logo."

7. Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Amendment, excepting only the real estate brokers or agents specified in Section 13 of the Summary (the "Brokers"). Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than the Brokers. Landlord agrees to pay the commission owing to Broker in accordance with Landlord's separate written agreement, provided that such commission shall be payable one-half upon mutual execution of this Amendment and one-half on the Expansion Premises Commencement Date.

8. No Other Modifications. Except as specifically set forth in this Amendment, the Lease shall remain in full force and effect without further modification.

9/ Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed effective as of the date first set forth above.

"Landlord":



JONATHAN PARKER



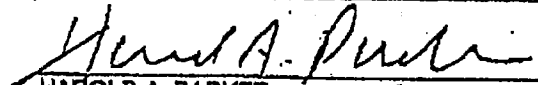
THOMAS M. MONAHAN

HAROLD PARKER PROPERTIES, a California limited partnership

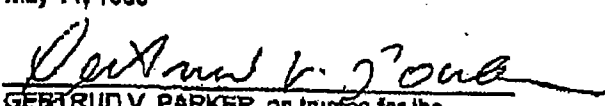
By: 

Name: JONATHAN PARKER

Its: GENERAL PARTNER



HAROLD A. PARKER, as trustee for the
HAROLD A. PARKER COMPANY TRUST dated
May 11, 1988



GERTRUD V. PARKER, as trustee for the
HAROLD A. PARKER COMPANY TRUST dated
May 11, 1988

"Tenant":

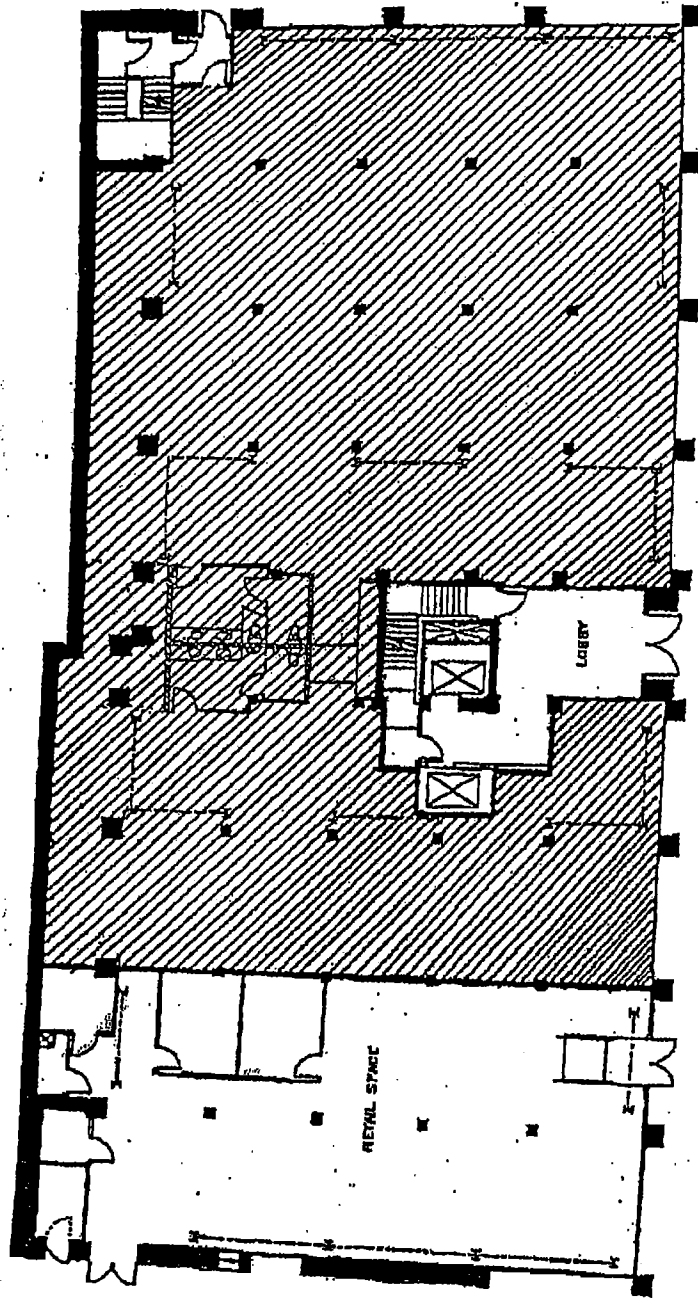
E-GREETINGS NETWORK,
a California corporation

By: 

Its: CHIEF FINANCIAL OFFICER

By: _____

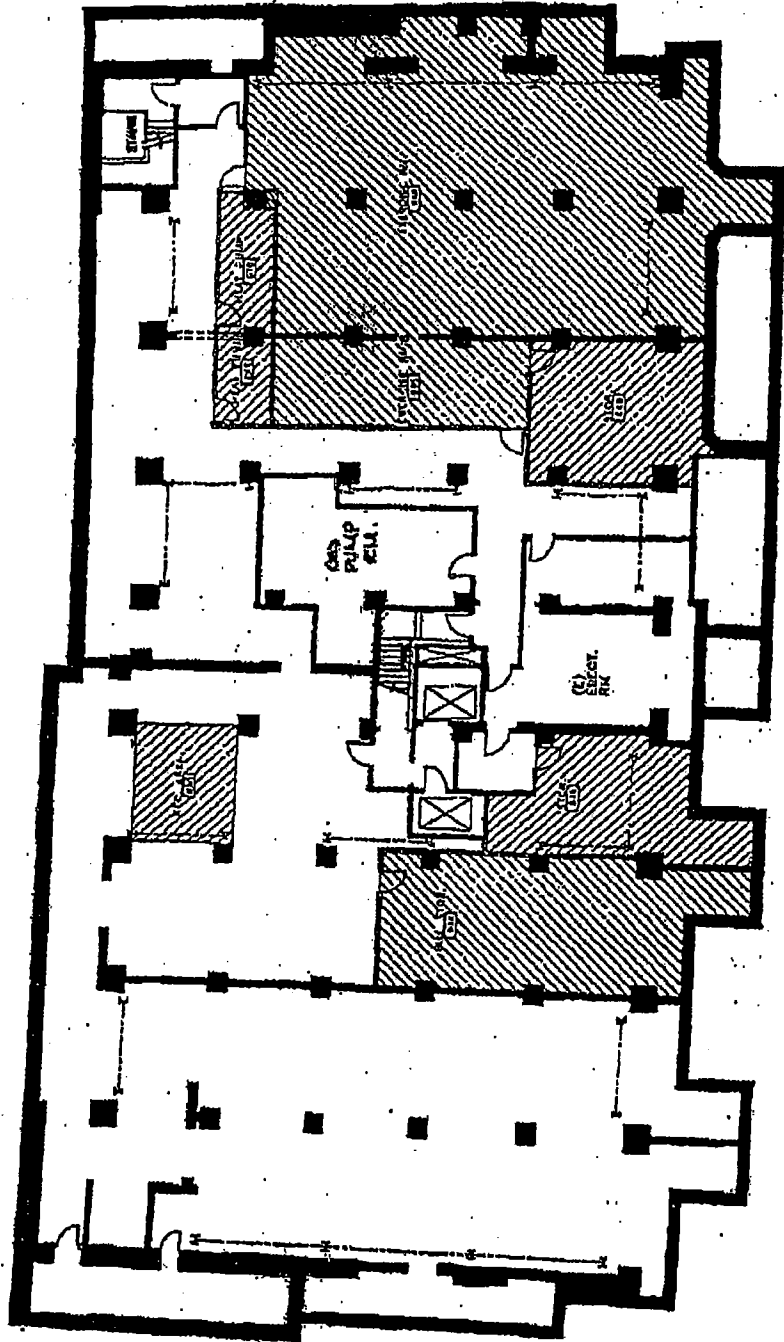
Its: _____



Kearney & Co.
FIRST FLOOR

EXHIBIT A-1

EGN00060



TOTAL: 5,000 R.S.F.

E-GREETINGS
BASEMENT

EXHIBIT A-2

EGN00061

EXHIBIT B

149 NEW MONTGOMERY

NOTICE OF LEASE TERM DATES

To: E-greetings Network

Re: Office Lease dated April 13, 1999, between JONATHAN PARKER, a married man as his sole and separate property; THOMAS M. MONAHAN, a married man as his sole and separate property; HAROLD PARKER PROPERTIES, L.P., a California limited partnership; and HAROLD A. PARKER, TRUSTEE, AND GERTRUD V. PARKER, TRUSTEE of the HAROLD A. PARKER COMPANY TRUST dated May 11, 1988; all as Tenants in Common ("Landlord"), and E-GREETINGS NETWORK, a California corporation ("Tenant"), as amended by that certain First Amendment to Lease dated October 25, 1999 (such Office Lease, as so amended, the "Lease"), concerning certain premises located on the Ground Floor and the Lower Level of the Office Building located at 149 New Montgomery Street, San Francisco, California (the "Expansion Premises").

Gentlemen:

In accordance with the Lease, we wish to advise you and/or confirm as follows:

1. That the Expansion Premises were delivered to Tenant on _____, and that the Lease Term applicable to the Expansion Premises shall commence as of _____ for a term of _____ ending on _____.
2. That in accordance with the Lease, Rent payable in connection with the Expansion Premises shall commence to accrue on _____.
3. If the Expansion Premises Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.
4. Rent is due and payable in advance on the first day of each and every month during the Lease Term. Your rent checks should be made payable to _____ at _____.
5. The exact number of rentable square feet within the Expansion Premises is _____ square feet.

6. Tenant's Share as adjusted based upon the exact number of rentable square feet within the Premises (including the Expansion Premises) is _____%.

"Landlord":

JONATHAN PARKER

THOMAS M. MONAHAN

HAROLD PARKER PROPERTIES,
a California limited partnership

By: _____

Name: _____

Its: _____

HAROLD A. PARKER, as trustee for the HAROLD A.
PARKER COMPANY TRUST, dated May 11, 1988

GERTRUD V. PARKER, as trustee for the HAROLD A.
PARKER COMPANY TRUST, dated May 11, 1988

AGREED TO AND ACCEPTED AS
of _____, 19__.

"Tenant":

E-GREETINGS NETWORK,
a California corporation

By: _____

Its: _____