

# EXHIBIT C

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made and entered into as of March 1, 2000 (the "Amendment Effective Date"), by and between 149 NEW MONTGOMERY, LLC, a California limited liability company ("Landlord"), and EGREETINGS 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, San Francisco, 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 Lower Level of the Building containing approximately 6,501 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.

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. Lower Level Premises. Effective as of the Amendment Effective Date, the term "Premises" shall include the initial Premises, the Expansion Premises and the Lower Level Premises, and all of the terms and conditions of the Lease shall apply to the Lower Level Premises. Landlord agrees to deliver the Lower Level Premises to Tenant on the Amendment Effective Date. The Lease Term with respect to the Lower Level Premises shall commence on the Amendment Effective 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 Amendment Effective 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 76,687 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 Second Amendment to Lease. For purposes of this Lease, the rentable square footage for each floor of the Premises is as follows:

Lower Level	11,501.00
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"

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b. Base Rent. In Paragraph 8 of the Summary, the amount of the Monthly Installment of Base Rent is hereby changed to \$222,606.00.

c. Use. Refer to Paragraph 2.e. of the First Amendment to Lease.

d. Security Deposit. In Paragraph 11 of the Summary, the amount of the Security Deposit is hereby changed to \$222,606.00. Concurrently with Tenant's execution of this Amendment, Tenant shall deposit with Landlord the additional portion of the Security Deposit in the amount of \$4,876.00.

3. Condition of 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. Landlord shall neither provide nor pay for any interior improvement work or services related to the Lower Level Premises.

4. 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. 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.

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

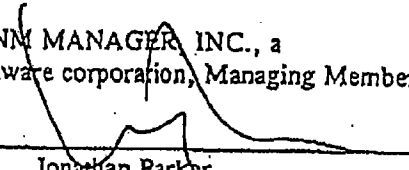
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

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

"Landlord":

149 NEW MONTGOMERY, LLC, a California limited liability company

By: 149 NM MANAGER, INC., a Delaware corporation, Managing Member

By:   
Jonathan Parker  
Its: President

"Tenant"

EGREETINGS NETWORK,  
a California corporation

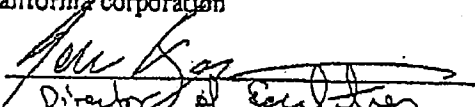
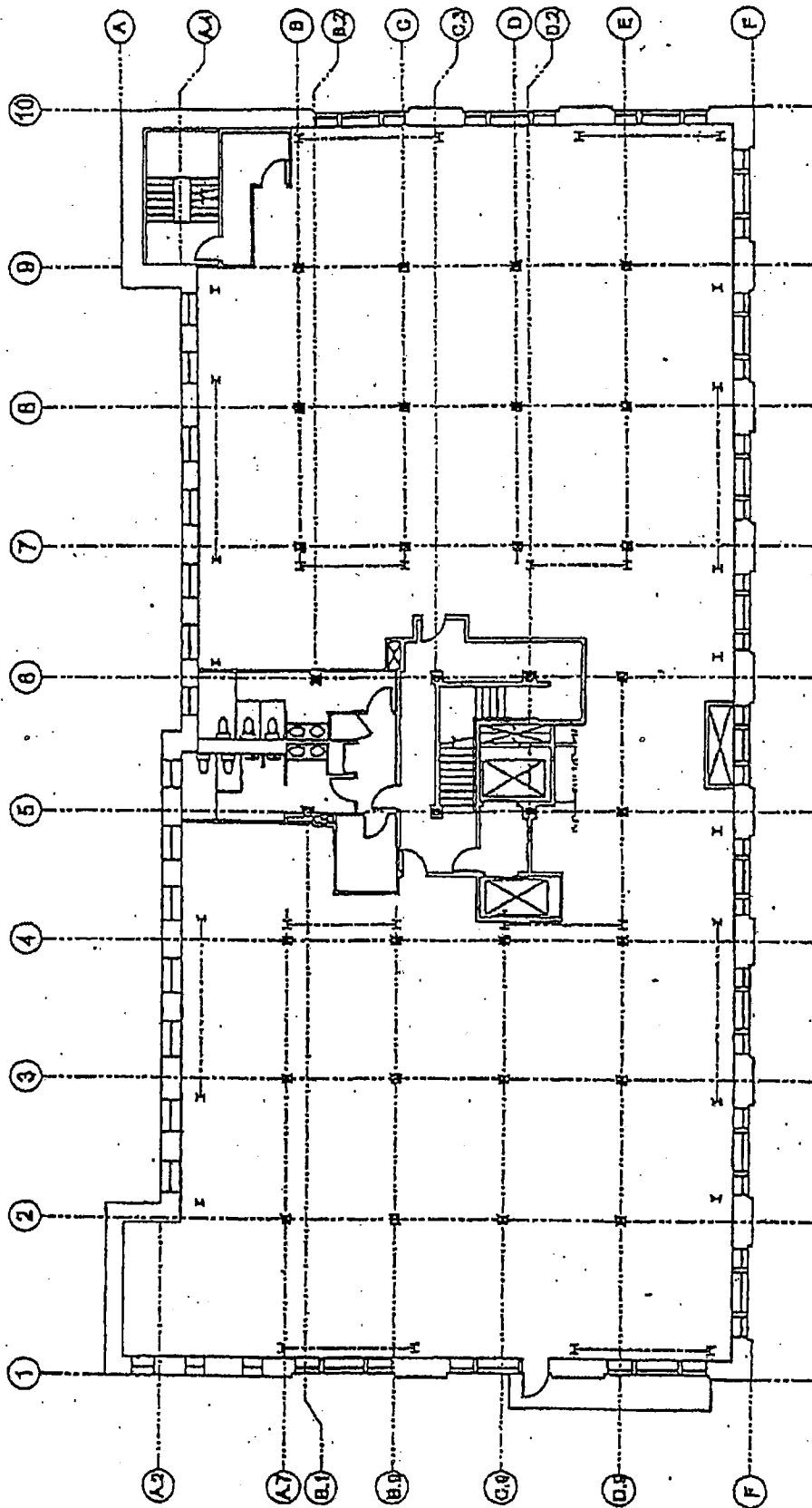
By:   
Its: Director of EGN

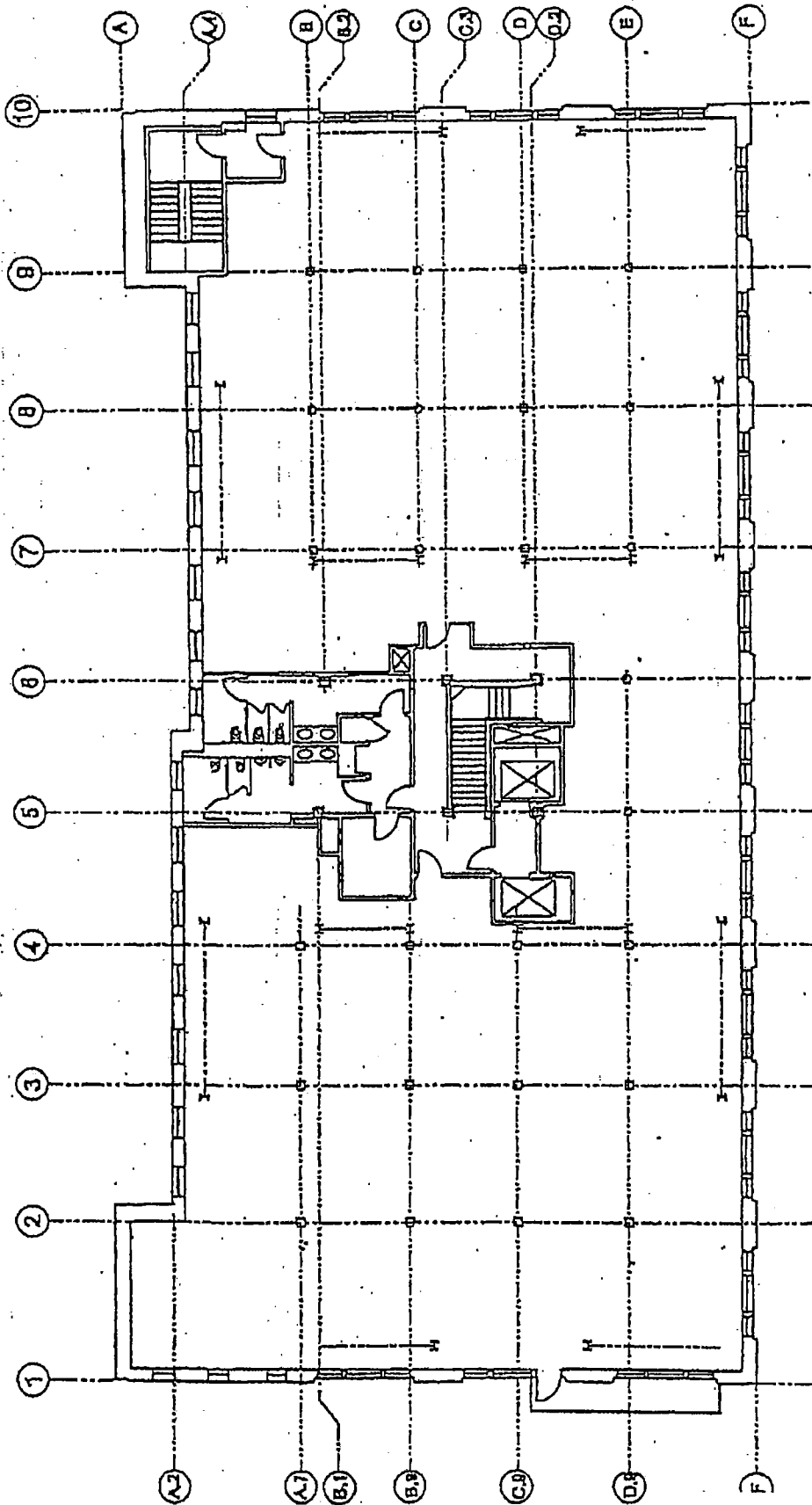
EXHIBIT A  
149 NEW MONTGOMERY  
OUTLINE OF PREMISES



149 NEW MONTGOMERY  
SECOND FLOOR

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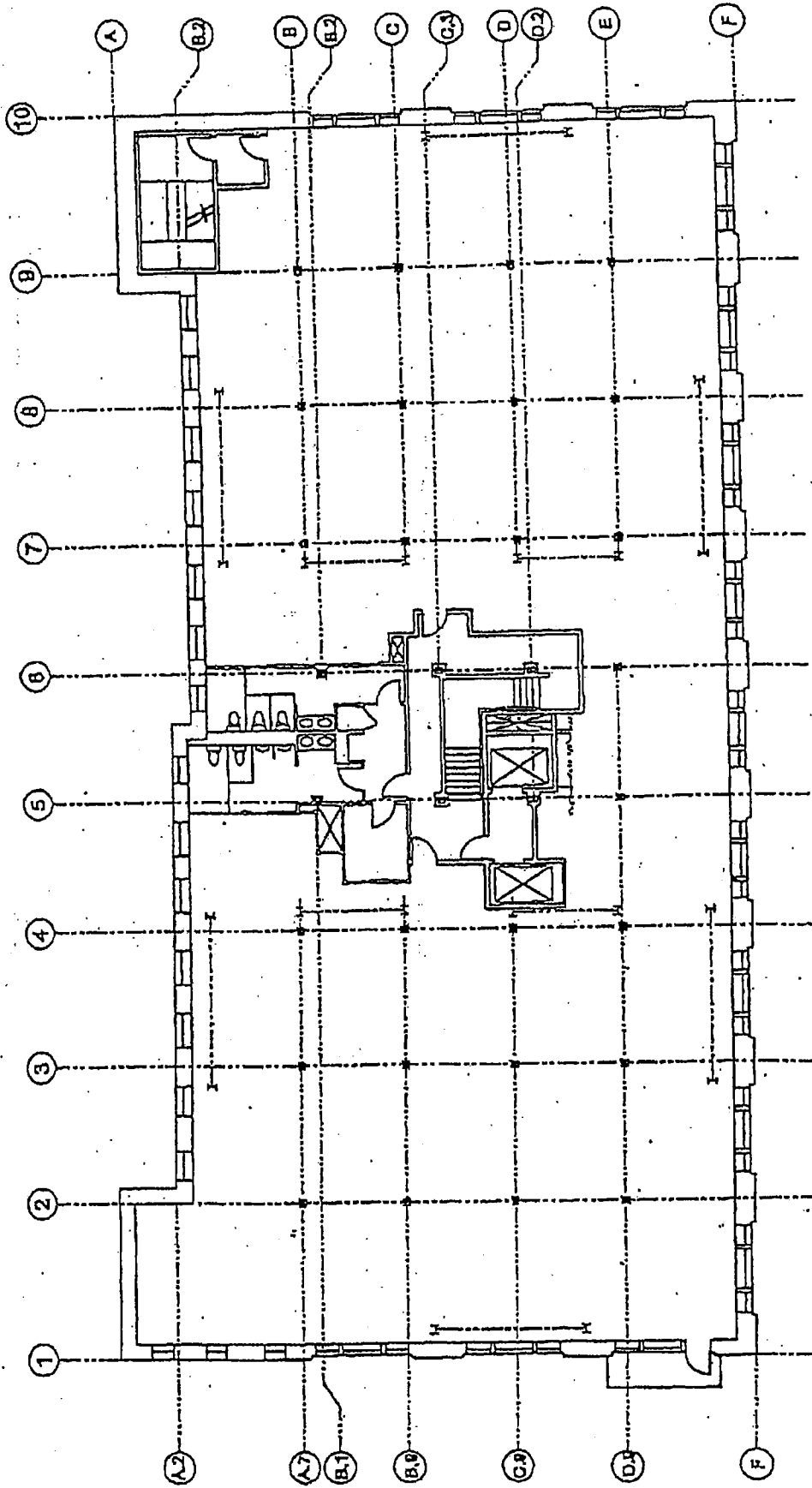
EXHIBIT A  
149 NEW MONTGOMERY  
OUTLINE OF PREMISES



149 NEW MONTGOMERY

THIRD FLOOR

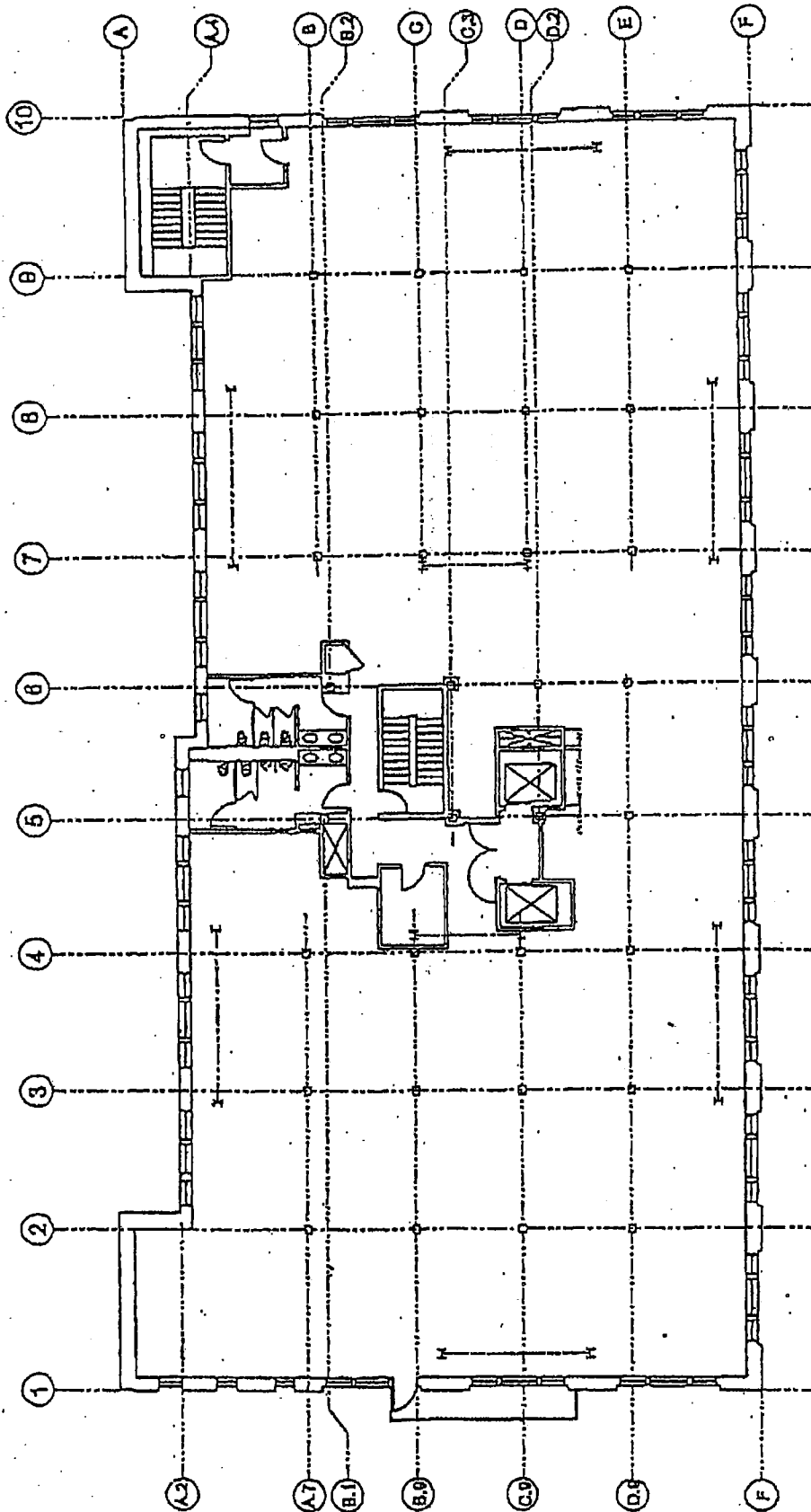
EXHIBIT A  
149 NEW MONTGOMERY  
OUTLINE OF PREMISES



149 NEW MONTGOMERY

FOURTH FLOOR

EXHIBIT A  
149 NEW MONTGOMERY  
OUTLINE OF PREMISES

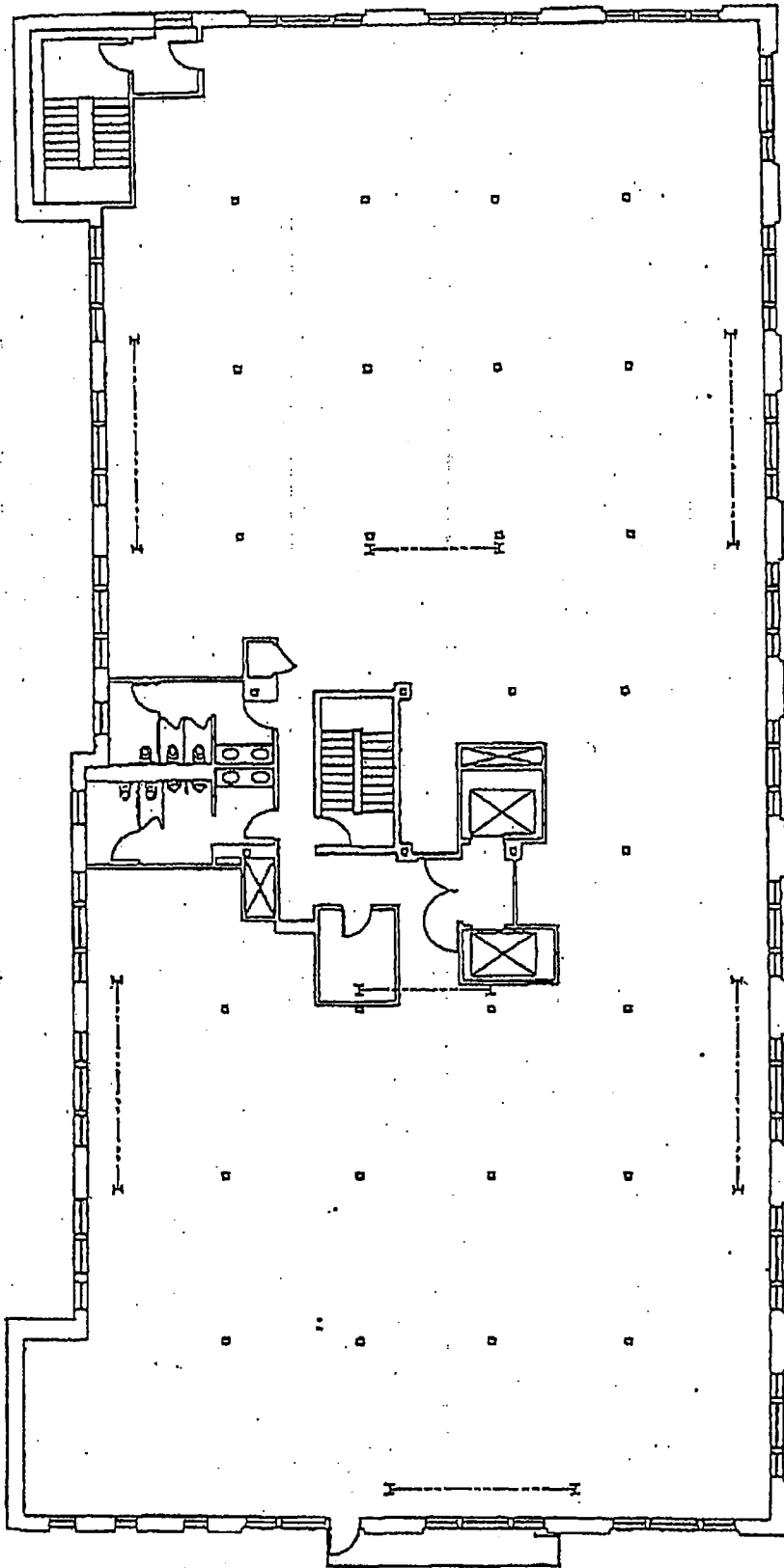


149 NEW MONTGOMERY

FIFTH FLOOR

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EXHIBIT A  
NEW MONTGOMERY  
OUTLINE OF PREMISES



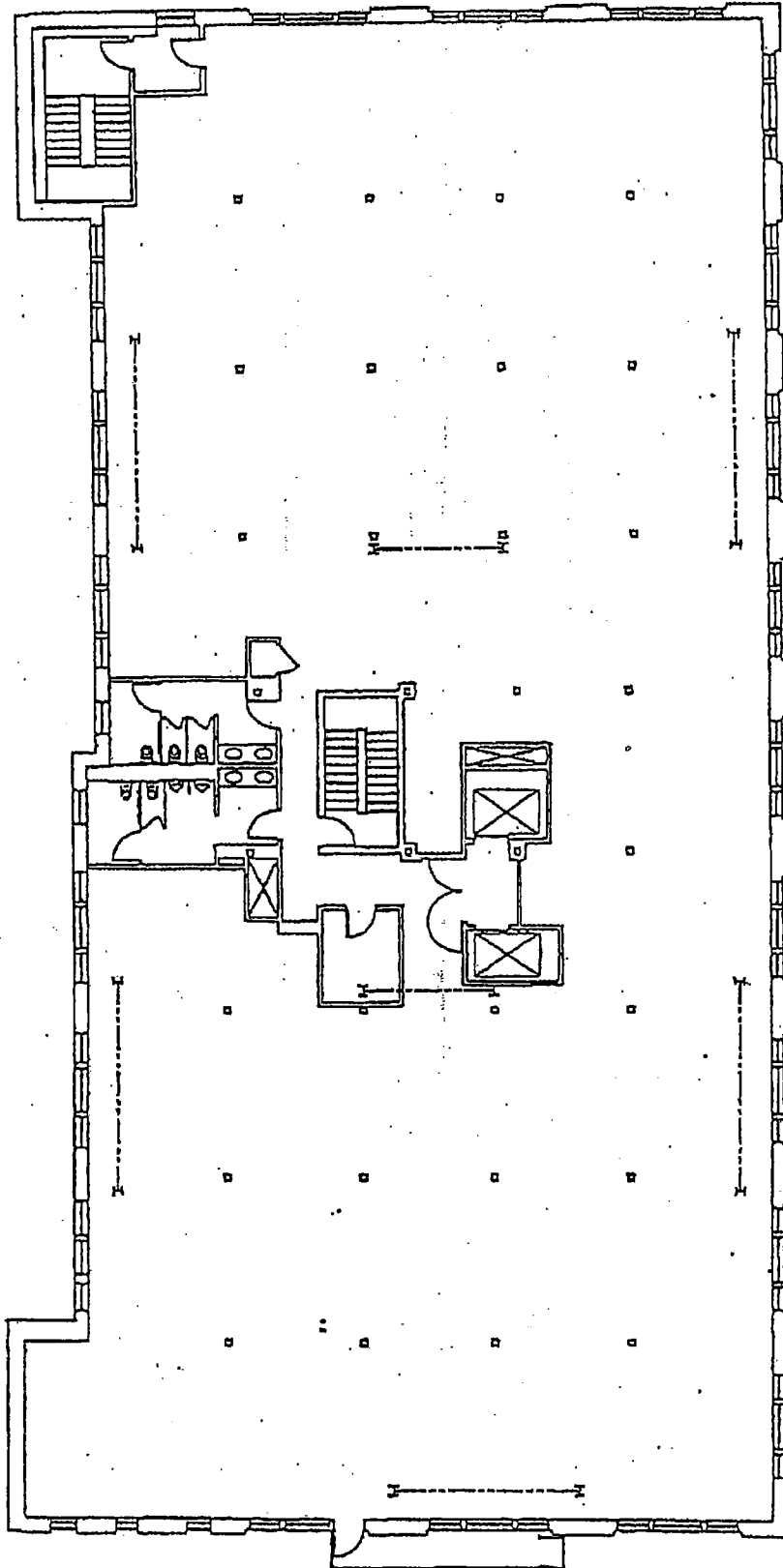
149 NEW MONTGOMERY

SIXTH FLOOR

EGN00070



EXHIBIT A  
NEW MONTGOMERY  
OUTLINE OF PREMISES

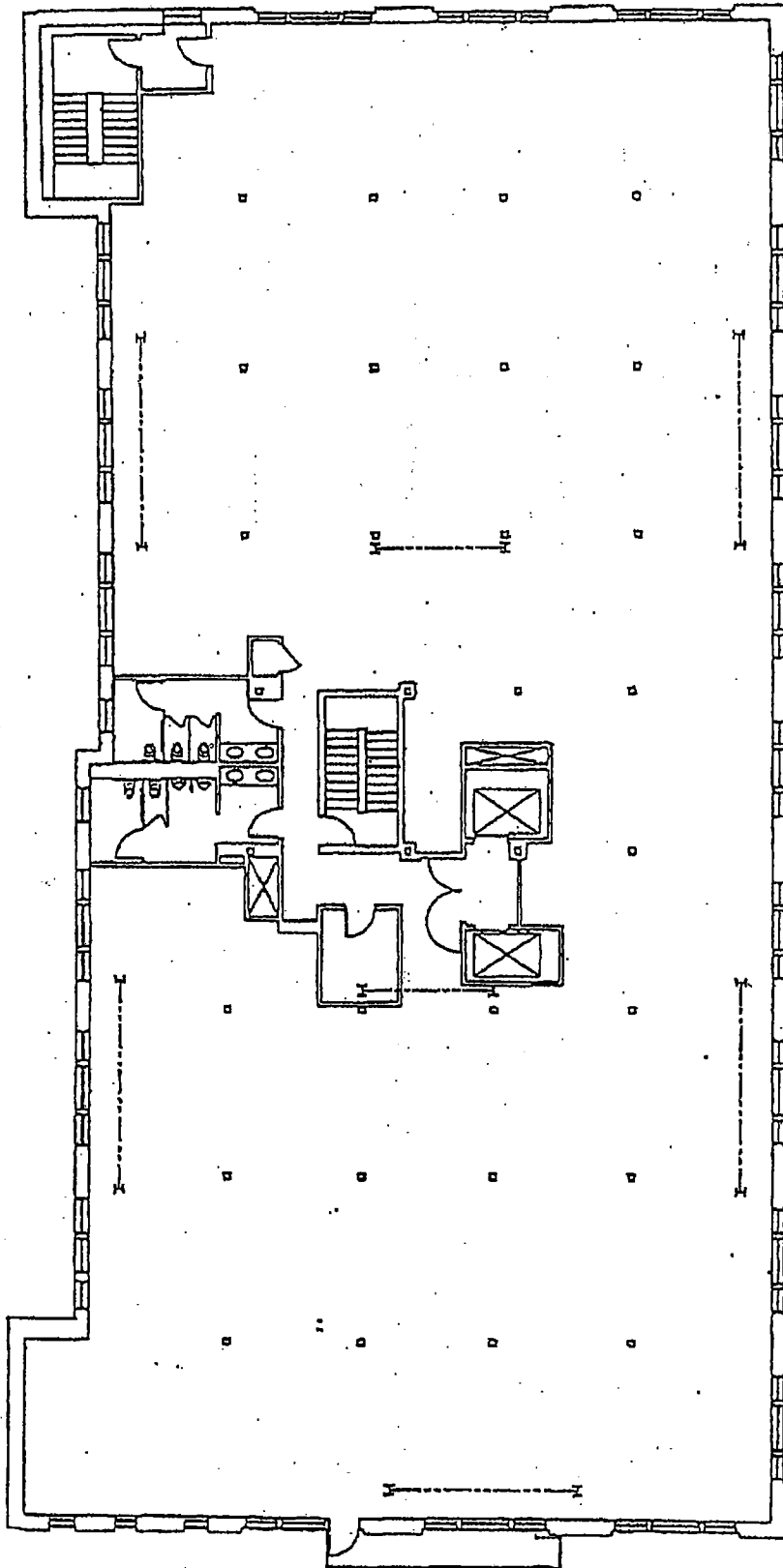


149 NEW MONTGOMERY

SIXTH FLOOR

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EXHIBIT A  
NEW MONTGOMERY  
OUTLINE OF PREMISES



149 NEW MONTGOMERY

SIXTH FLOOR

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