

# EXHIBIT D

## EXCLUSIVE SUBLEASING AGREEMENT

By the terms of this Subleasing Agreement, E-greetings Network, Inc. ("Sublessor") grants to BT Commercial Real Estate ("Broker") the exclusive right to procure for Sublessor a sublease/subleases for the entire property located at 149 New Montgomery Street on the following terms and conditions:

1. **Engagement.** Sublessor retains Broker as its exclusive leasing agent with the exclusive right to procure for Sublessor a sublease/subleases for the "Sublease Premises" as described below and on the terms and conditions herein.

2. **Term.** The term of this Agreement will commence March 19, 2001, and will expire October 1, 2001. This Agreement may be extended through mutual written consent. Either party may terminate this Agreement by written notice to the other for any reason with 30 days notice.

3. **Sublease Premises.** That portion of the entire building presently master leased to Sublessor located at 149 New Montgomery Street, San Francisco, comprised of approximately 70,687 rentable sq. ft and subject to existing subleases.

4. **Broker's Duties.** Broker agrees that, during the term of this Agreement, it will endeavor to promptly procure a sublease/subleases of the Sublease Premises. The sublease shall be with a subtenant/subtenants and on terms and conditions (including rent) satisfactory to Sublessor. Broker agrees to cooperate with all real estate agents and brokers in leasing the space.

5. **Sublessor's Duties.** Sublessor agrees to cooperate with Broker to facilitate Broker's performance of its duties under this Agreement. Without limiting the generality of the foregoing, Sublessor agrees that (i) Sublessor shall identify Broker as the exclusive leasing agent for the space in connection with the subleasing of the Sublease Premises; (ii) Sublessor shall refer to Broker all inquiries by any party interested in subleasing the Sublease Premises. Sublessor further agrees to designate a representative who shall have full authority to deal with Broker in matters pertaining to this Agreement.

6. **Commissions.** In consideration of the performance by Broker of its duties hereunder, Sublessor agrees to pay Broker leasing commissions based on Broker's Schedule of Sublease commissions as stated in Exhibit A. Sublessor agrees to pay Broker a commission: (i) if the Sublease Premises are subleased or assigned to an existing tenant or subtenant within the building, or to a subtenant or assignee procured by Broker, or if the sublease premises are subleased or assigned by Sublessor by or through anyone else during the term of this Agreement; (ii) if, during the (90) day period following the expiration or sooner termination of this Agreement, any sublease or assignment is entered into between Sublessor and any prospective subtenant or assignee who was secured by the broker, has expressed a sincere interest in the property and is included on a list of prospects provided by BT Commercial to Sublessor no later than five (5) days after contract termination, or (iii) if the master landlord terminates the lease for the Sublease Premises, ~~or subleases from Sublessor~~ or otherwise recaptures the Sublease Premises. Unless otherwise provided in Exhibit A, one-half (1/2) of the commission payable for each sublease shall be paid within five (5) days after the date upon which the sublease or assignment is executed by Sublessor

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and subtenant and approved by the Sublessor's landlord, and the other one-half (1/2) thereof shall be paid upon the date that the sublease commences.

7. **Notices.** All notices delivered under this Agreement shall be in writing and shall be mailed by overnight delivery service or certified mail, return receipt requested, to the Sublessor or to the Broker, as the case may be, at the address which appears on the signature block on the last page of the Agreement.

8. **Attorney's Fees.** If any suit, action or proceeding arising from or based upon this Agreement is instituted between Broker and Sublessor, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and disbursements.

9. **Indemnification.** Sublessor shall indemnify and save Broker harmless from and against all liability, damage, expense, causes of action, suits, claims, attorneys' fees, or judgments resulting from (i) any commission claimed by any person as a result of Sublessor's acts or (ii) any other wrongful act or omission of Sublessor.

Broker shall indemnify and save Sublessor harmless from and against all liability, damage, expense, cause of actions, suits, claims, attorneys' fees or judgments resulting from (i) any commission claimed by any person as a result of Broker's acts or (ii) any other wrongful act or omission of Broker.

10. **Compliance with Laws.** It is understood that it is illegal for either Sublessor or Broker to refuse to display or sublease to any person because of race, color, religion, national origin, sex, marital status or physical disability.

11. **Successor and Assigns.** This Agreement shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns; provide however, that the assignment of this Agreement by either party, whether voluntary or by operation of law, without the prior written consent of the other, shall be prohibited and of no force and effect. Such consent shall not be unreasonably withheld or delayed.

12. **Severability.** If any term or provision hereof is declared illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder. A waiver of any breach or default under this Agreement must be in writing.

13. **Entire Agreement.** This Agreement (including the Schedule of Sublease Commissions attached hereto as Exhibit A) represents the entire and integrated agreement between Sublessor and Broker and shall supersede all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended by a written instrument signed by both Sublessor and Broker.

14. **Right to Reject Subleases.** Nothing contained in this Agreement shall be interpreted as obligating Sublessor to accept or to enter into a sublease or assignment or to prevent Sublessor from accepting or entering into any sublease or assignment with any prospective Subtenant or assignee, whether or not such sublease or assignment is proposed by Broker. Broker acknowledges that Sublessor shall have the unqualified right, in its sole and absolute discretion, to terminate negotiations with any prospective Subtenant or assignee at any time and to refuse to enter into any sublease or with any prospective subtenant. Broker shall have no claim for any compensation, commission, or

damages against Sublessor arising from Sublessor's failure or refusal to consummate any proposed sublease. In no event shall a letter of intent or other document referring to the subsequent execution of a formal sublease be deemed a sublease entitling Broker or any cooperating broker to a commission hereunder.

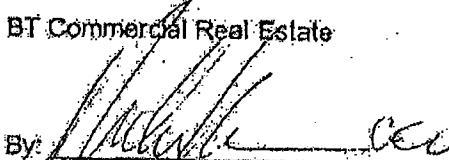
15. **Governing Law.** The Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

16. **Authority of Broker.** Broker shall not make any agreement which purports to bind the Sublessor and shall not issue any commitment or letter of intent unless the Sublessor has first approved the form and content of the commitment or letter of intent.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as the date set forth above.

**BROKER:**

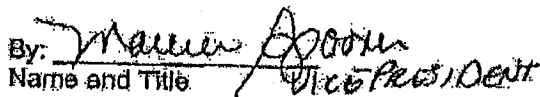
BT Commercial Real Estate

By:  CEO  
Name and Title

Address for Notices:  
BT Commercial Real Estate  
201 California Street, Suite 100  
San Francisco, CA 94111

**SUBLESSOR:**

E-greetings Network, Inc.

By:  Vice President  
Name and Title

Address for Notices:  
E-greetings Network, Inc.  
3 American Rd  
Cleveland, OH 44144

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## EXHIBIT A

### Schedule of Sublease Commissions

#### A. Transactions Which Do Not Include A Cooperating Broker:

The commission payable to BT Commercial Real Estate under the terms of this Exclusive Subleasing Agreement will be the following:

1. In the case that BT Commercial is acting as Broker for both the Sublessor and the Subtenant, the total commission payable to BT Commercial shall be One Dollar (\$1.00) per rentable square foot per year of Sublease term, prorated for any partial year.
2. In the event the Master Landlord terminates the lease for the Sublease Premises, or Subleases from Sublessor or otherwise recaptures the Sublease Premises, and said termination is not the result of a potential identifiable sublease transaction, the total commission payable to BT Commercial shall be as follows:
  - a) If said termination occurs before June 1, 2001 = \$.25/rsf/yr prorated for any partial year.
  - b) If termination occurs between June 1, 2001 and August 1, 2001 = \$.35/rsf/yr prorated for any partial year.
  - c) If said termination occurs after August 1, 2001 = \$.50/rsf/yr prorated for any partial year.

If said termination is the result of a potential identifiable sublease transaction which does not result in an executed sublease agreement prior to the termination, the commission payable to BT Commercial Real Estate shall be as stated in 2a, 2b, or 2c. However, should the potential identifiable transaction occur simultaneously with or as part of the termination, sublessor shall compensate BT Commercial in accordance with the provisions of sections A1 or B1 and B2, as may be applicable under the circumstances (except in the situation that the building owner compensates BT Commercial Real Estate and a cooperating broker, if any, under the Schedule of Commissions stated herein). Under no circumstances shall BT Commercial Real Estate be entitled to commissions in excess of those amounts identified in sections A1, B1 or B2, as may be applicable under the circumstances, subject to the lower level square footage limitation referenced hereinbelow.

The Lower Level square footage shall be discounted to one third (1/3) of said commissions.

B. Transactions Which Include A Cooperating Broker:

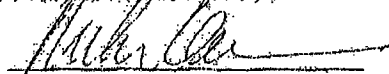
1. Cooperating Broker shall be paid the following commission:  
  
One Dollar (\$1.00) per rentable square foot per year of sublease term, prorated for any partial years.
2. In addition, BT Commercial Real Estate shall be paid the total of the following:  
  
(\$0.50) per rentable square foot per year of sublease term, prorated for any partial years.

The Lower Level square footage shall be discounted to one third (1/3) of said commissions for both the Producing and Listing Brokers

**BROKER:**

BT Commercial Real Estate  
201 California Street, Suite 100  
San Francisco, CA 94111

By:

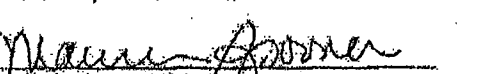
  
Greg Fogg  
Managing Partner  
C. MICHAEL FOGG  
CEO

Address for Notices:  
BT Commercial Real Estate  
201 California Street, Suite 100  
San Francisco, CA 94111  
Attn: Greg Fogg

**SUBLESSOR:**

E-greetings Network, Inc.  
149 New Montgomery Street  
San Francisco, CA 94105

By:

  
Name and Title  
VICE PRESIDENT

Address for Notices:  
E-greetings Network, Inc.  
3 American Rd  
Cleveland, OH 44144