

EXHIBIT H

13

SUBLEASE AGREEMENT

This Sublease Agreement (hereinafter "Sublease") is made as of March 27, 2003 ("Sublease Date"), by and between Egreetings Network, Inc., a Delaware corporation, f/k/a Egreetings Network, a California corporation (hereinafter referred to as "Sublessor") and Howard S. Wright Construction Co., a Washington corporation (hereinafter referred to as "Sublessee"), with regard to the following facts.

RECITALS

A. Sublessor is the tenant under that certain Lease dated as of April 13, 1999, with 149 New Montgomery, LLC, a California limited liability company, successor in interest to Jonathan Parker and Thomas M. Monahan, et al ("Landlord"), as amended by that certain First Amendment to Lease dated as of October 25, 1999, and as further amended by that certain Second Amendment to Lease dated as of March 1, 2000, and by that certain letter amendment dated as of March 7, 2003 (collectively, the "Master Lease", a copy of which Master Lease is attached hereto as Exhibit A and by this reference made a part hereof), pursuant to which Sublessor leases from Landlord certain Premises comprising 11,501 rentable square feet on the "Lower Level", 8,937 rentable square feet on the Ground Floor, and all of the office space located on the second, third, fourth, fifth and sixth floors of the building (the "Building") located at 149 New Montgomery Street, San Francisco, California. The Premises comprise approximately 76,687 total rentable square feet as more particularly described in the Master Lease. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Master Lease.

B. Sublessee desires to sublease from Sublessor a portion of the ground floor of the Building, such floor and portion as shown on Exhibit B attached hereto, and Sublessor has agreed to sublease such portion of such floor to Sublessee upon the terms, covenants and conditions herein set forth:

AGREEMENT

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Sublease. Sublessor hereby subleases to Sublessee and Sublessee hereby hires and takes from Sublessor a portion of the ground floor of the Building as shown on Exhibit B hereto (the "Subleased Premises"), upon the terms and conditions set forth in this Sublease. Sublessor and Sublessee agree that the Subleased Premises contains 3,000 rentable square feet (the "Subleased Premises RSF"). If any additional space is subleased by Sublessor to Sublessee pursuant to this Sublease or otherwise, the same shall be included in the Subleased Premises for all purposes under this Sublease and the Subleased Premises RSF shall be appropriately adjusted to reflect the rentable area thereof calculated. Sublessor shall deliver and Sublessee shall accept the Subleased Premises in the condition described in Paragraph 8.5 below. Except as specifically set

forth in this Sublease, Sublessor makes no representations or warranties as to the condition of the Subleased Premises and shall have no obligation to make any repairs or alterations to the Subleased Premises.

2. Term. The term of this Sublease shall commence when this Sublease has been signed and delivered by the parties hereto and the keys to the Subleased Premises have been delivered to Sublessee (the "Commencement Date") and shall end unless sooner terminated as provided herein or in the Master Lease, on September 30, 2004 ("Expiration Date"). Any use and/or occupancy of the Subleased Premises by Sublessee which occurs prior to the Rent Commencement Date (as defined in Section 3.2 below) shall be upon all terms and conditions of this Sublease other than the payment of Base Rent and Sublessee's share of the expenses, taxes and other charges set forth in Paragraph 3.3 below, which shall not commence until the Rent Commencement Date.

3. Rent and Security Deposit.

3.1 Upon execution of this Sublease by Sublessor and Sublessee, Sublessee shall pre-pay an amount equal to the first months' Base Rent for the Subleased Premises at the rate and for the period commencing as of the Rent Commencement Date specified in Paragraph 3.2 below ("Prepaid Base Rent"), as well as deliver a cash security deposit in an amount equal to two (2) months' Base Rent under this Sublease ("Security Deposit"). If the Subleased Premises are expanded and/or the amount of the Base Rent is increased during the Term for any reason, the amount of the Security Deposit shall be likewise increased so that Sublessor at all times holds a Security Deposit equal to two (2) months' Base Rent at the current time.

3.2 Sublessee's obligation to pay monthly Base Rent shall commence on April 1, 2003 ("Rent Commencement Date"), on which date Sublessor shall apply the Prepaid Base Rent for the Base Rent for the month of April, 2003. Thereafter, on or before the first day of each month during the Term, Sublessee shall pay to Sublessor "Base Rent" in the amount of \$1.20 per Subleased Premises RSF. Each monthly payment of Base Rent shall be prorated for any partial month during the Term or for any portion of a month prepaid by Sublessee.

3.3 In addition to Base Rent and the Security Deposit, from and after the Rent Commencement Date, Sublessee shall pay (i) all costs actually incurred by Sublessor for janitorial, trash and security services provided by Sublessor directly for the Subleased Premises or Sublessee's Pro Rata Share (as defined below) thereof if such service is provided by Sublessor to the Subleased Premises as part of such services being provided to the entire Premises, (ii) 33.6% of all electrical expenses separately metered (or submetered) and actually incurred by Sublessor with respect to the entire portion of the Premises located on the ground floor or the Building (such share being the ratio of the Subleased Premises RSF to the rentable square footage of said ground floor portion of the Premises), and (iii) Sublessee's Pro Rata Share of all other utility expenses actually incurred by Sublessor with respect to the Building. Furthermore, Sublessee shall pay its Pro Rata Share of Operating Expenses and Tax Expenses which are owed by Sublessor under the Master Lease, but based on a 2003 Operating Expense Base Year and a 2003 Tax Base Year; provided, however, for each year (and portions thereof) of the Term occurring after said Base Year, Sublessee's obligation with respect to its Pro Rata Share of Operating Expenses and Tax Expenses

shall not exceed 3% multiplied by its Pro Rata Share multiplied by all Operating Expenses and Tax Expenses incurred by Sublessor for the Base Year, or for the prior year, as applicable. Sublessee's Pro Rata Share shall initially be 3.9%, but at all times Sublessee's Pro Rata Share shall be calculated as the percentage of rentable square footage of the Subleased Premises divided by a denominator which is the total rentable square footage of the Premises under the Master Lease. All such charges shall pertain to services provided or costs incurred during the Term. Sublessor may, but shall not be required to, install at its cost separate utility meter(s) or submeter(s) for the Subleased Premises, in which case Sublessee's Pro Rata Share of such costs shall be the total costs for such utilities for the Subleased Premises as measured by said meter(s) or submeter(s). Any right to audit Landlord's Operating Expenses and Taxes that is provided to Tenant under the Master Lease shall likewise apply to Sublessee as pertains to all charges passed through, or chargeable, by Sublessor pursuant to this Paragraph 3.3. All monetary amounts required to be paid by Sublessee pursuant to this Sublease other than Base Rent shall constitute additional rent, and Base Rent together with additional rent and all other amounts payable by Sublessee to Sublessor under this Sublease, are herein defined as "rent." All rent payable under this Sublease shall be payable by Sublessee to Sublessor without demand, offset or abatement of any kind, and in the manner and time provided in the Master Lease.

3.4 Sublessor may (but shall have no obligation to) use the Security Deposit to cure any breach or default by Sublessee under this Sublease, to fulfill any of Sublessee's obligations under the Sublease, or to compensate Sublessor in a reasonable amount for any damage it incurs as a result of Sublessee's failure to perform any of Sublessee's obligations hereunder. In such event Sublessee shall immediately pay to Sublessor an amount sufficient to replenish the Security Deposit to the required sum. If Sublessee is not in default or holding over the Term at the expiration or termination of this Sublease, Sublessor shall return to Sublessee within twenty-one (21) days after the date of such expiration or termination the Security Deposit or the balance thereof then held by Sublessor and not applied as provided above. Sublessor may commingle all or any portion of the Security Deposit with Sublessor's general and other funds, and Sublessor shall not be required to pay interest on the Security Deposit to Sublessee. Sublessee hereby waives all rights it may have under Civil Code Section 1950.7, the parties agreeing that the rights and obligations of the parties with respect to the Security Deposit are set forth exclusively in this Sublease. In the event that Sublessor assigns its rights and obligations under the Master Lease, Sublessor shall deliver to the assignee thereof the entire balance of Sublessee's Security Deposit less any amounts deducted therefrom to cure all or any portion of a default by Sublessee which has occurred under this Sublease prior to such assignment and which has not theretofore been replenished by Sublessee as required above.

4. Building Security. Sublessee acknowledges that Landlord has no obligation to provide or perform any security services in the Building pursuant to the Master Lease. Except as specifically set forth below, Sublessor may, but shall be under no obligation to, implement or continue to provide security measures for the Subleased Premises or all or any other portion of the Premises under the Master Lease, that Sublessor deems desirable, necessary or appropriate to prevent any threat of property loss or damage, bodily injury or business interruption; provided, however, that if any of such measures are implemented, same shall be implemented in a way as not to inconvenience subtenants of the Premises unreasonably. Notwithstanding the foregoing, Sublessor agrees to contract with a reputable security services firm ("Security Service Firm") to

provide manned but unarmed guard service from 7:00 a.m. to 7:00 p.m., Monday through Friday, but not to exceed 60 person hours per week at the Building's main lobby ("Security Services"). Sublessee hereby approves D. N. Security Services, LLC, as the Security Services Firm currently providing such Security Services. Any replacement Security Services Firm, and all operational parameters, conditions and requirements set forth in the service contract therefor, shall be reasonably approved by Sublessee; provided, however, Sublessee's failure to reasonably disapprove in writing any such replacement firm and contract within ten (10) days after written notice from Sublessor shall be deemed Sublessee's approval thereof, and if any such firm and contract is so disapproved by Sublessee, Sublessor shall replace said firm as permitted under the contract with said firm. Sublessee shall cooperate and comply with, and cause Sublessee's representatives and visitors to cooperate and comply with, such Security Services. Neither Sublessor nor any of its employees or officers shall have any liability to Sublessee or its employees, representatives or visitors for the implementation or exercise of, or the failure to implement or exercise, any such Security Services by the security services company contractor or for any resulting disturbance of Sublessee's use or enjoyment of the Subleased Premises. Similarly, neither Sublessee nor any of its employees or officers shall have any liability to Sublessor or its employees, representatives or visitors for the implementation or exercise of, or the failure to implement or exercise, any such Security Services by the security services company contractor or for any resulting disturbance of Sublessor's use or enjoyment of the Subleased Premises. Sublessee shall pay to Sublessor Sublessee's Pro Rata Share of the costs for the Security Services, payable on a monthly basis along with payments due under Paragraph 3 above; provided, however, so long as the Subleased Premises RSF is not increased or the Term extended beyond the initial Expiration Date in Section 2 above, Sublessee's Pro Rata share of the costs for the Security Services shall not exceed \$206.40 per month.

5. Use. Sublessee covenants and agrees to use the Subleased Premises only for general office purposes in accordance with the provision of the Master Lease and for no other purpose and otherwise in accordance with the terms and conditions of the Master Lease and this Sublease. Without constituting any approval for an expansion of the permitted uses under the Master Lease and this Sublease, Sublessor acknowledges that Sublessee intends to use the Subleased Premises for a construction office in connection with the construction of a development project on property in the vicinity of the Real Property.

6. Master Lease. As applied to this Sublease, the words "Landlord" and "Tenant" as used in the Master Lease shall be deemed to refer to Sublessor and Sublessee hereunder, respectively. Sublessee and this Sublease shall be subject in all respects to the terms of, and the rights to the Landlord under, the Master Lease. Except as otherwise expressly provided in Paragraph 8 hereof, the covenants, agreements, terms, provisions and conditions of the Master Lease insofar as they relate to the Subleased Premises and insofar as they are not inconsistent with the terms of this Sublease, are made a part of and incorporated into this Sublease as if recited herein in full, and the rights and obligations of the Landlord and the Tenant under the Master Lease as pertain to the Subleased Premises shall be deemed the rights and obligations of Sublessor and Sublessee, respectively hereunder, and shall be binding upon and inure to the benefit of Sublessor and Sublessee, respectively. As between the parties hereto only, in the event of a conflict between the terms of the Master Lease and the terms of the Sublease, the terms of this Sublease shall control.

7. Landlord's Performance Under Master Lease.

7.1 Sublessee recognizes that Sublessor is not in a position to render any of the services or to perform any of the maintenance or other obligations respecting the Subleased Premises which are required of Landlord by the terms of the Master Lease ("Landlord Covenants"). Except to the extent required under Paragraph 7.2 below, Sublessee agrees that Sublessor shall have no independent obligation to perform any of Landlord Covenants. Therefore, notwithstanding anything to the contrary contained in this Sublease, but except to the extent required under Paragraph 7.2 below, Sublessee agrees that performance by Sublessor of those Landlord Covenants which are obligations of Sublessor hereunder by virtue of the incorporation of portions of the Master Lease herein, are conditioned upon due performance by the Landlord of its Landlord Covenants under the Master Lease and Sublessor shall not be liable to Sublessee for any default of the Landlord under the Master Lease. Sublessee shall not have any claim against Sublessor by reason of the Landlord's failure or refusal to perform any of the Landlord Covenants or to comply with any of the provisions of the Master Lease, unless such failure is a result of the Sublessor's act or failure to act which constitutes a default by Tenant under the Master Lease, or Sublessor's failure to perform its obligations under Paragraph 7.2 below. So long as no material default by Sublessee under this Sublease remains uncured, and except as expressly reserved to Sublessor under this Sublease, Sublessor hereby further grants to Sublessee the right to receive all of the services and benefits with respect to the Subleased Premises which are to be provided by Landlord under the Master Lease. Subject to Paragraph 7.2 below, this Sublease shall remain in full force and effect notwithstanding the Landlord's failure or refusal to perform any of the Landlord Covenants or to comply with any such provisions of the Master Lease. Sublessee shall pay the Base Rent in advance according to Paragraph 3 of this Sublease, additional rent and any and all other charges provided for herein when due without any abatement, deduction or setoff whatsoever. Sublessee covenants and agrees that the Sublease is subject to all of the covenants, agreements, terms, provisions and conditions of the Master Lease, and further agrees to perform and observe all such provisions of the Master Lease applicable to Tenant thereunder during the Term hereof as pertain to the Subleased Premises, except as modified herein. Furthermore, Sublessee and Sublessor further covenant not to take any action or do or perform any act or fail to perform any act which would result in the failure or breach of any of the covenants, agreements, terms, provisions or conditions of the Master Lease on the part of the Tenant thereunder. To the extent that Sublessor becomes entitled to a rent abatement pursuant to the terms of the Master Lease by reason of a fire or casualty or interruption of services or condemnation, and Master Landlord so acknowledges, and the same results in Sublessor being fully or partially relieved of the obligation to pay rent with respect to the Subleased Premises, Sublessee shall be similarly relieved to the degree that such abatement relates to the Subleased Premises.

7.2 Whenever the consent of Landlord shall be required by, or Landlord shall fail to perform its obligations under, the Master Lease, at Sublessee's request Sublessor agrees to use diligent commercially reasonable efforts to obtain, at Sublessee's sole cost and expense, such consent and/or performance on behalf of Sublessee. Whenever the Security Service Firm shall fail to perform its obligations under the applicable contract therewith, at Sublessee's request Sublessor agrees to use diligent commercially reasonable efforts to obtain, at Sublessee's sole cost and expense, such performance on behalf of Sublessee. In the event that any of the foregoing failures by Master Landlord and/or the Security Service Firm may constitute a default affecting more than

one subtenant of the Premises and that one or more subtenants in addition to Sublessee seek or desire Sublessor to seek remedies against Master Landlord and/or the Security Services Firm, all litigation and related expenses in such actions shall be apportioned among the affected plaintiff subtenants and Sublessor on an equitable basis.

7.3 Sublessor represents and warrants to Sublessee as of the Sublease Date that (a) Exhibit A to this Sublease is a full and complete copy of the Master Lease and all amendments thereto; (b) the Master Lease is in full force and effect and constitutes the entire agreement of Landlord and Sublessor relating to Sublessor's use and occupancy of the Premises, and that there have been no modifications or amendments thereto other than as attached; (c) all obligations of both Landlord and Sublessor under the Master Lease to be performed to date have been satisfied and Sublessor has neither given nor received a notice of default pursuant to Master Lease; (d) the person(s) executing this Sublease for Sublessor are fully authorized to so act and no other action is required to bind Sublessor to this Sublease; and (e) subject to receipt of Landlord's written consent hereto, Sublessor has the right and power to execute and deliver this Sublease and to perform its obligations hereunder.

7.4 Sublessor covenants as follows: (i) to not voluntarily terminate the Master Lease, (ii) to not modify the Master Lease so as to adversely affect Sublessee's rights or increase Sublessee's obligations hereunder, (iii) to take all actions reasonably necessary to preserve the Master Lease, and (iv) to provide Sublessee with a copy of each notice of default under the Master Lease sent or received by Sublessor within five (5) business days of its sending or receipt by Sublessor.

7.5 So long as no material default by Sublessee under this Sublease remains uncured, Sublessee's quiet and peaceable use, occupancy, possession and enjoyment of the Subleased Premises as provided under the terms of this Sublease shall not be disturbed or interfered with by Sublessor, or by any person claiming by, through, or under Sublessor.

8. Variations from Master Lease. The following covenants, agreements, terms, provisions and conditions of the Master Lease are hereby modified or not incorporated herein:

8.1 Notwithstanding anything to the contrary set forth in the Master Lease, (i) the term of this Sublease, (ii) the monthly Base Rent payable under this Sublease, (iii) the obligation to pay all or Sublessee's Pro Rata Share of the costs for certain services and electrical and other utility expenses, (iv) the obligation to pay Sublessee's Pro Rata Share of Operating Expenses and Tax Expenses, and (v) the amount of the Security Deposit required of Sublessee, shall be as set forth in Paragraphs 2 and 3 above. The following provisions of the Master Lease shall not be incorporated into this Sublease: Article 2; Article 3; the second, third and fourth sentences of Section 10.1; that portion of Section 10.3 that states "0% Insured's Participation" if such phrase prohibits a deductible; Section 19.1.4; Article 21; Article 22; Section 28.21, and all other provisions in the amendments to the Master Lease referenced in the Recitals relating to brokers; any and all provisions of the Master Lease that would limit Sublessor's liability to its interest in the Building, Premises or Property; Article 29; and Exhibit B thereto (except with respect to the obligations of Landlord in Section 1.1 thereof.

8.2. Notwithstanding anything contained in the Master Lease to the contrary, as between Sublessor and Sublessee only, all property insurance proceeds or condemnation awards received by Sublessor under the Master Lease, and all rights thereto in favor of the Tenant under the Master Lease, shall be deemed to be the property of Sublessor; provided, however, that all of Sublessee's insurance proceeds for its personal property shall remain Sublessee's property.

8.3 Any notice which may or shall be given by either party hereunder shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt therefor, or (d) by facsimile or telecopy where good and complete transmission is confirmed by the sending facsimile machine and a copy of the notice is mailed concurrently pursuant to clause (b) or (c) above, addressed to the party for whom it is intended at the Subleased Premises, or to such other address as may have been designated in a notice given in accordance with the provisions of this Paragraph 8.3.

8.4 All amounts payable hereunder by Sublessee shall be payable directly to Sublessor at the following address: Egreetings Network, Inc., 1 American Road, Cleveland, OH 44144, attn., Treasurer.

8.5 Sublessee has inspected the Subleased Premises and the Building and information pertaining thereto provided by Landlord, or has had sufficient opportunity to do so, and has satisfied itself with respect to ADA, Title 24, local building codes, seismic and hazardous materials compliance of the Building and the Subleased Premises. Sublessor shall deliver the Subleased Premises to Sublessee on the Commencement Date, in its then "AS-IS" condition with "ALL FAULTS", except for the following: "broom clean" condition with any material damage to the ceiling, floor, carpet and wall areas repaired or cleaned. Thereafter, Sublessee may install its trade fixtures, furniture and cabling subject to all applicable provisions of the Master Lease.

8.6 Upon the expiration or earlier termination of the Sublease, Sublessee shall leave and surrender the Subleased Premises in the same condition as it was received by Sublessee on the Commencement Date, less normal wear and tear and damage covered by Section 10 of the Master Lease, and the demising wall and bathroom referenced in Section 24 below excepted.

8.7 Notwithstanding any provision of this Sublease to the contrary, Sublessee shall comply with all laws, codes, ordinances and regulations of government agencies and generally recognized industry standards, including, without limitation, accessibility laws, except if and to the extent such compliance would require the construction of (or expenditure of funds by Sublessee for others to construct) capital repairs and/or improvements to the Subleased Premises and/or the Building which were not related to or triggered by either (i) any tenant improvements or other Alterations desired to be undertaken by Sublessee in the Subleased Premises or elsewhere in the Building, or (ii) Sublessee's use and occupancy of the Subleased Premises. In addition, but except as required above, Sublessee shall not be obligated to undertake any capital repairs or improvements (except the demising wall and associated access improvements pursuant to Section 24) unless, and to the extent, required due to Sublessee's negligence or willful misconduct. However, all capital repairs and/or improvements undertaken or required to be undertaken by Sublessee shall comply with all provisions of this Sublease and the Master Lease.

9. Indemnity. Sublessee hereby agrees to indemnify, defend, protect and hold Sublessor harmless from and against any and all claims, losses and damages, including, without limitation, reasonable attorney's fees and disbursements, which may at any time be asserted against Sublessor by (a) the Landlord for failure of Sublessee to perform or observe any of the covenants, agreements, terms, provisions or conditions contained in the Master Lease which by reason of the provisions of this Sublease Sublessee is obligated to perform or observe, or (b) any person by reason of (i) Sublessee's use and/or occupancy of the Subleased Premises (including, without limitation, the construction and/or installation of any Alterations) or (ii) any other cause in, on or about the Subleased Premises during Sublessee's occupancy thereof which is proximately related to Sublessee's occupancy of the Premises or use of the Building, except to the extent any of the foregoing is caused by the gross negligence or willful misconduct of Sublessor, its agents, employees or contractors. Sublessor hereby agrees to indemnify, defend, protect and hold Sublessee harmless from and against any and all claims, losses and damages, including, without limitations, reasonable attorneys' fees and disbursements, which may at any time be asserted against Sublessee (a) by the Landlord for failure of Sublessor to perform or observe any of the covenants, agreements, terms, provisions, or conditions contained in the Master Lease which by reason of the provisions of this Sublease Sublessor is obligated to perform or observe, or (b) by any person to the extent arising from the gross negligence or willful misconduct of Sublessor, its agents, employees or contractors. The provisions of this Paragraph 9 shall survive the expiration or earlier termination of the Master Lease and/or this Sublease.

10. Cancellation of Master Lease. In the event of the cancellation or termination of the Master Lease for any reason whatsoever or of the involuntary surrender of the Master Lease by operation of law prior to the expiration date of this Sublease, Sublessee agrees to make full and complete attornment to the Landlord under the Master Lease for the balance of the term of this Sublease and upon the then executory terms hereof at the option of the Landlord at any time during Sublessee's occupancy of the Subleased Premises, which attornment shall be evidenced by an agreement in form and substance reasonably satisfactory to the Landlord. Sublessee agrees to execute and deliver such an agreement at any time within ten (10) business days after request of the Landlord, and Sublessee waives the provisions of any law now or hereafter in effect which may give Sublessee any right of election to terminate this Sublease or to surrender possession of the Subleased Premises in the event any proceeding is brought by the Landlord under the Master Lease to terminate the Master Lease.

11. Certificate. Each party hereto shall at any time and from time to time as requested by the other party upon not less than (10) days prior written notice, execute, acknowledge and deliver to the other party, a statement in writing certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications, if any) certifying the dates to which rent and any other charges have been paid and stating whether or not, to the knowledge of the person signing the certificate, that the other party is not in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

12. Assignment or Subletting. Sublessee shall have the same rights to Transfer the Sublease and Sublessee's rights of occupancy of the Subleased Premises, as are granted to "Tenant" under the Master Lease with respect to the Premises, such rights, however, being subject to all terms and conditions of the Master Lease as pertain to Landlord's independent rights with respect to such Transfers, and to all terms and conditions of Article 14 of the Master Lease as incorporated herein pursuant to Paragraph 6 hereof as pertain to Sublessor's rights with respect to such Transfers. Sublessor shall have the same rights to transfer its position under the Master Lease and the Sublease and Sublessor's rights of occupancy of the Premises, as are reserved to "Landlord" under the Master Lease with respect to the Property; provided, however, Sublessor agrees to give prior written notice to Sublessee of the name and address of the transferee under any transfer of Sublessor's position under the Master Lease and the Sublease.

13. Severability. If any term or provision of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

14. Insurance. Sublessee shall obtain and maintain all the insurance policies and comply with all the insurance provisions required of Tenant under the Master Lease as the same relate to the Subleased Premises; provided, however, Sublessee shall have no obligation to insure any of the Leased Equipment. Sublessee shall include Sublessor and Landlord as an additional insured on all of such insurance policies in the manner required under Section 10.4 of the Master Lease. Notwithstanding anything to the contrary in the Master Lease except with respect to Tenant's Share of any insurance deductibles which constitute an Operating Expense under the Master Lease to be paid by Sublessee pursuant to Paragraph 3.3 above, as between Sublessor and Sublessee, Sublessor and Sublessee each hereby waive any right of recovery against the other and the partners, members, shareholders, officers, directors and authorized representatives of the other for any loss or damage that is covered by any policy of property insurance maintained by either party (or required by this Sublease to be maintained by such party) with respect to the Subleased Premises or the Real Property or any operation therein, regardless of the amount of such insurance or applicable deductible therefor. If any such policy of insurance relating to this Sublease or to the Premises or the Real Property does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the party maintaining such policy shall obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policy.

15. Broker Representation. Sublessor represents that it has engaged John Chamberlain and Jim Chesler of BT Commercial Real Estate to represent Sublessor (together, the "Brokers"), and Sublessee represents that it has engaged no person or entity to represent Sublessee who/which could claim a right to a commission, finders fee, or other compensation in connection with this Sublease. Upon execution of this Sublease, and consent thereto by Landlord (if such consent is required under the terms of the Master Lease), Sublessor shall pay the Brokers a real estate brokerage commission in accordance with Sublessor's separate contract with the Brokers, for the subleasing of the Subleased Premises. Sublessor and Sublessee each warrants and represents

to the other that in the negotiating or making of this Sublease neither it nor anyone acting on its behalf has dealt with any broker or finder (other than Sublessor with the Brokers) who might be entitled to a fee or commission payable by the other party. Each party shall indemnify and hold the other party harmless from any claim or claims, including costs, expenses and attorney's fees incurred by the indemnified party, asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by the indemnifying party or its representatives.

16. Entire Agreement; Waiver. This Sublease contains the entire agreement between the parties hereto and shall be binding upon and inure to the benefit of their respective heirs, representatives, successors and permitted assigns. Any agreement hereinafter made shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment hereof, in whole or in part, unless such agreement is in writing and signed by the parties hereto.

17. Captions and Definitions. Captions to the Sections in this Sublease are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms of this Sublease.

18. Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver, in recordable form if necessary, such further documents, instruments or agreements and shall take such further action that may be necessary or appropriate to effectuate the purposes of this Sublease.

19. Governing Law. This Sublease shall be governed by and in all respects construed in accordance with the internal laws of the State of California.

20. Consent of Landlord. The validity of this Sublease shall be subject to the Landlord's prior written consent hereto pursuant to the terms of the Master Lease. Such consent shall be a condition precedent to this Sublease; provided, however, the Term shall commence as set forth in Section 2 above provided that the Landlord Consent is ultimately signed and delivered. Landlord's consent shall be substantially in the form as attached hereto ("Landlord Consent"). If Landlord has not executed and delivered to Sublessor and Sublessee the Landlord Consent in form acceptable to Landlord and Sublessee within fifteen (15) days after the Sublease Date, then Sublessee may, at any time prior to receipt of such Landlord Consent terminate this Sublease by written notice to Sublessor ("Quick Termination Date"). Upon any such termination, Sublessor shall return to Sublessee all sums paid and deposits made by Sublessee except for the amount of Base Rent and additional rent applicable to the period from and after the Sublease Date to and including the Quick Termination Date, plus an amount to reimburse Sublessor and/or Landlord for the costs, if any, to remove any Alterations commenced or completed by Sublessee in or about the Subleased Premises and to restore the Subleased Premises to the same condition as existed prior to the Sublease Date.

21. Notices Under Master Lease. Sublessor agrees to forward to Sublessee, promptly upon receipt thereof by Sublessor, a copy of each notice of default and any other written notice respecting possession of the Subleased Premises received by Sublessor in its capacity as tenant under the Master Lease. From and after the Sublease Date, all written notices required or

permitted to be given by Sublessor and Sublessee to the other shall be sent only to the following respective addresses:

If to Sublessor:

Egreetings Network, Inc.
c/o American Greetings
1 American Road
Cleveland, OH 44144
Attn., Treasurer

With a copy to:

Egreetings Network, Inc.
c/o American Greetings
1 American Road
Cleveland, OH 44144
Attn., General Counsel

If to Sublessee:

Howard S. Wright Construction Co.
Pier 9, The Embarcadero, Suite 111
San Francisco, CA 94111
Attn.: John Kerley

22. Building Directory; Signage. Pursuant to Article 23 of the Master Lease, Sublessee is entitled to have its name in the building directory located in the lobby of the Building, and signage at the entrance to the Subleased Premises.

23. Waiver of Certain Damages. Notwithstanding any other provision of this Sublease to the contrary, in no event shall Sublessor be liable to Sublessee, nor shall Sublessee be liable to Sublessor, for any punitive or consequential damages or damages for loss of business or business opportunity by such party, due to any default under this Sublease.

24. Sublessee's Alterations. Sublessee agrees to be fully responsible for constructing, at its own cost, a demising wall to separate the Subleased Premises from the balance of the ground floor, a unisex bathroom in the location of Room 114, and all other tenant improvements, utility connections, access(es) and other improvements and changes that will be necessary or desirable for Sublessee's use and occupancy of the Subleased Premises, all to be undertaken in full compliance with the applicable terms and conditions of this Sublease and of the Master Lease pertaining to Alterations. The demising wall and unisex bathroom shall be installed in the locations shown in Exhibit B hereto. Sublessor shall have no obligation to pay for, or to otherwise reimburse Sublessee for, all or any portion of the costs of any Alterations requested by Sublessee. Sublessee represents and warrants that it holds a valid Class B California general contractors license. Based on the foregoing, Sublessor consents to allow Sublessee to construct and install its own

Alterations, subject to complying with the foregoing requirements. Once so constructed and installed, Sublessor shall not require Sublessee to remove the demising wall and/or the unisex bathroom upon the expiration of the Term, provided same are in the condition then required under this Sublease.

25. Exposed Floor-to-Floor Wiring. Both parties acknowledge that various wires and circuits may extend between the roof and floors above and the Lower Level below which are exposed to view and pass through the Subleased Premises but which do not serve the Subleased Premises or Sublessee, and are not part of Sublessee's personal property ("Exposed Floor-to-Floor Wires"). Sublessee agrees not to use, cut, move, remove, alter, or otherwise damage any of the Exposed Floor-to-Floor Wires without obtaining the prior express written consent of both Sublessor and Landlord, which consent to Sublessee may be withheld, conditioned or given in the independent, sole and absolute discretion of each. Sublessee shall have no maintenance responsibility for any of the Exposed Floor-to-Floor Wires notwithstanding same pass through the Subleased Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed as of the Sublease Date.

"Sublessor":

Egreetings Network, Inc., a Delaware corporation

By: Melvin M. Jordan

Its: VICE PRESIDENT

"Sublessee":

Howard S. Wright Construction Co., a Washington corporation

By: _____

Its: _____

By: _____

Its: _____

The undersigned Landlord hereby consents to the foregoing Sublease.

Landlord's Consent: See attached consent

Alterations, subject to complying with the foregoing requirements. Once so constructed and installed, Sublessor shall not require Sublessee to remove the demising wall and/or the unisex bathroom upon the expiration of the Term, provided same are in the condition then required under this Sublease.

25. Exposed Floor-to-Floor Wiring. Both parties acknowledge that various wires and circuits may extend between the roof and floors above and the Lower Level below which are exposed to view and pass through the Subleased Premises but which do not serve the Subleased Premises or Sublessee, and are not part of Sublessee's personal property ("Exposed Floor-to-Floor Wires"). Sublessee agrees not to use, cut, move, remove, alter, or otherwise damage any of the Exposed Floor-to-Floor Wires without obtaining the prior express written consent of both Sublessor and Landlord, which consent to Sublessee may be withheld, conditioned or given in the independent, sole and absolute discretion of each. Sublessee shall have no maintenance responsibility for any of the Exposed Floor-to-Floor Wires notwithstanding same pass through the Subleased Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed as of the Sublease Date.

"Sublessor":

Egreetings Network, Inc., a Delaware corporation

By: _____

Its: _____

"Sublessee":

Howard S. Wright Construction Co., a Washington corporation

By: 

Its: President

By: 

Its: vice President

The undersigned Landlord hereby consents to the foregoing Sublease.

Landlord's Consent: See attached consent

IN WITNESS WHEREOF, the parties have executed this Consent to Sublease Agreement as of the day and year first above written.

"Landlord"

149 NEW MONTGOMERY, LLC, a California limited liability company

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

By: _____
Its: _____

"Sublessor"

EGREETINGS NETWORK, INC., a Delaware corporation

By: Maurice M. Jordan
Its: VICE PRESIDENT

By: _____
Its: _____

"Sublessee"

HOWARD S. WRIGHT CONSTRUCTION CO., a Washington corporation

By: _____
Its: _____

By: _____
Its: _____

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IN WITNESS WHEREOF, the parties have executed this Consent to Sublease Agreement as of the day and year first above written.

"Landlord"

149 NEW MONTGOMERY, LLC, a California limited liability company

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

By: _____
Its: _____

"Sublessor"

EGREETINGS NETWORK, INC., a Delaware corporation

By: _____
Its: _____

By: _____
Its: _____

"Sublessee"

HOWARD S. WRIGHT CONSTRUCTION CO., a Washington corporation

By: [Signature]
Its: President

By: [Signature]
Its: Vice President

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EXHIBIT "A"

THE SUBLEASE

EGN00695

EXHIBIT A

THE MASTER LEASE

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT TO SUBLEASE AGREEMENT (this "Agreement") is made as of March 27, 2003, by and between 149 NEW MONTGOMERY, LLC, a California limited liability company ("Landlord"), EGREETINGS NETWORK, INC., a Delaware corporation ("Sublessor"), and HOWARD S. WRIGHT CONSTRUCTION CO., a Washington corporation ("Sublessee").

RECITALS:

A. Reference is hereby made to that certain Lease dated April 13, 1999, between Landlord, as successor in interest to Jonathan Parker, Thomas M. Monahan, et al., and Sublessor, as amended by that certain First Amendment to Lease dated as of October 25, 1999, by that certain Second Amendment to Lease dated as of March 1, 2000, and by that certain letter amendment dated as of March 7, 2003 (collectively, the "Master Lease"), for space on the ground floor, second, third, fourth, fifth and sixth floors and lower level (the "Premises") in that certain building located at 149 New Montgomery Street, San Francisco, California (the "Building").

B. Pursuant to the terms of Section 14.1 of the Master Lease, Sublessor has requested Landlord's consent to that certain Sublease dated as of March 27, 2003, between Sublessor and Sublessee (the "Sublease"), with respect to a subletting by Sublessee of a portion of the Premises containing approximately 3,000 rentable square feet and located on the ground floor of the Building, as more particularly described in the Sublease (the "Subleased Premises"). A copy of the Sublease is attached hereto as Exhibit A. Landlord is willing to consent to the Sublease on the terms and conditions contained herein.

C. All defined terms not otherwise expressly defined herein shall have the respective meanings given in the Master Lease.

AGREEMENT:

1. Landlord's Consent. Landlord hereby consents to the Sublease and waives any recapture rights it has or may have with respect to the Sublease; provided however, notwithstanding anything contained in the Sublease to the contrary, such consent is granted by Landlord only upon the terms and conditions set forth in this Agreement. Sublessor agrees to reimburse Landlord for its reasonable attorneys' fees and out-of-pocket costs incurred in connection with the Sublease and the granting of Landlord's consent thereto pursuant to this Agreement within fifteen (15) days after delivery by Landlord to Sublessor of a statement therefor. The Sublease is subject and subordinate to the Master Lease. Landlord shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Sublease.

2. Non-Release of Sublessor; Further Transfers. Neither the Sublease nor this consent thereto shall release or discharge Sublessor from any liability, whether past, present or future, under the Master Lease or alter the primary liability of the Sublessor to pay the rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease (including the payment of all bills rendered by Landlord for charges incurred by the Sublessee for services and materials supplied to the Subleased Premises). Neither the Sublease

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nor this consent thereto shall be construed as a waiver of Landlord's right to consent to any further subleasing either by Sublessor or by the Sublessee or to any assignment by Sublessor of the Master Lease or assignment by the Sublessee of the Sublease, or as a consent to any portion of the Subleased Premises being used or occupied by any other party. Landlord may consent to subsequent subleasings and assignments of the Master Lease or the Sublease or any amendments or modifications thereto without notifying Sublessor nor anyone else liable under the Master Lease and without obtaining their consent. No such action by Landlord shall relieve such persons or Sublessee from any liability to Landlord or otherwise with regard to the Subleased Premises.

3. Relationship With Landlord. Sublessor hereby assigns and transfers to Landlord Sublessor's interest in the Sublease and all rentals and income arising therefrom, subject to the terms of this Section 3. Landlord, by consenting to the Sublease agrees that until a default shall occur in the performance of Sublessor's obligations under the Master Lease, Sublessor may receive, collect and enjoy the rents accruing under the Sublease. If a default (as defined in Section 19.1 of the Master Lease) (such a default is referred to herein as an "Event of Default") occurs (whether or not Landlord terminates the Master Lease), however, Landlord may, at its option by notice to Sublessor and Sublessee, elect to either (i) terminate the Sublease, or (ii) elect to receive and collect, directly from Sublessee, all rent and any other sums owing and to be owed under the Sublease, as further set forth in Section 3.1, below, or (iii) elect to succeed to Sublessor's interest in the Sublease and cause Sublessee to attorn to Landlord, as further set forth in Section 3.2 below.

3.1 Landlord's Election to Receive Rents. Landlord shall not, by reason of the Sublease, nor by reason of the collection of rents or any other sums from Sublessee pursuant to Section 3(ii) above, be deemed liable to Sublessee for any failure of Sublessor to perform and comply with any obligation of Sublessor, and Sublessor hereby irrevocably authorizes and directs Sublessee, upon receipt of any written notice from Landlord stating that an Event of Default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Landlord the rents and any other sums due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Landlord, and that Sublessee shall pay any such rents and any other sums to Landlord without any obligation or right to inquire as to whether such Event of Default exists and notwithstanding any notice from or claim from Sublessor to the contrary. Sublessor shall not have any right or claim against Sublessee for any such rents or any other sums so paid by Sublessee to Landlord. Landlord shall credit Sublessor with any rent received by Landlord under such assignment but the acceptance of any payment on account of rent from the Sublessee as the result of any such Event of Default shall in no manner whatsoever be deemed an attornment by Landlord to Sublessee or by Sublessee to Landlord, be deemed a waiver by Landlord of any provision of the Master Lease or serve to release Sublessor from any liability under the terms, covenants, conditions, provisions or agreements under the Master Lease. Notwithstanding the foregoing, any other payment of rent from the Sublessee directly to Landlord, regardless of the circumstances or reasons therefor, shall in no manner whatsoever be deemed an attornment by Sublessee to Landlord in the absence of a specific written agreement signed by Landlord to such an effect.

3.2 Landlord's Election of Sublessor's Attornment. In the event Landlord elects, at its option, to cause Sublessee to attorn to Landlord pursuant to Section 3(iii), above,

Landlord shall undertake the obligations of Sublessor under the Sublease from the time of the exercise of the option, but Landlord shall not (i) be liable for any prepayment of more than one month's rent or any security deposit paid by Sublessee, unless Landlord is in receipt of the same, (ii) be liable for any previous act or omission of Sublessor under the Master Lease or for any other defaults of Sublessor under the Sublease, (iii) be subject to any defenses or offsets previously accrued which Sublessee may have against Sublessor, or (iv) be bound by any changes or modifications made to the Sublease without the written consent of Landlord.

3.3 Limitation of Landlord Liability. Landlord and Sublessee hereby agree as follows:

(a) That neither this Agreement, nor anything to the contrary in the Sublease or in any modifications or amendments thereto shall, prior to Landlord succeeding to the interest of Sublessor, its successors or assigns, under the Sublease, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Subleased Premises upon Landlord, or impose responsibility for the carrying out by Landlord of any of the covenants, terms and conditions of the Sublease or of any modification or amendment specified herein or hereafter consented to by Landlord. Notwithstanding anything to the contrary in the Sublease, Landlord, its successors and assigns, shall be responsible for performance of only those covenants and obligations of the Sublease accruing after the Master Lease is terminated due to a default by Sublessor, and Landlord's obligations to Sublessee shall be further limited as provided in this Agreement, provided that the foregoing shall not be a waiver of any of Sublessee's rights under the Sublease as to any events which occur prior to such termination of the Master Lease, and give rise to a default by Landlord, as Sublessor's successor, under the Sublease after such termination of the Master Lease.

(b) Sublessee hereby acknowledges and agrees that in the event Sublessee succeeds to the interest of Sublessor, its successors or assigns under the Master Lease, that any liability or obligation of Landlord under the Master Lease shall be limited to Landlord's equity interest in the Building and no recourse shall be had to any other assets of Landlord.

(c) It is specifically agreed that Sublessee shall not, as to Landlord, require the cure of any such default which is personal to Sublessor, its successors or assigns, and therefore not susceptible of cure by Landlord.

4. General Provisions.

4.1 Consideration for Sublease. Sublessor and Sublessee represent and warrant that there are no additional payments of rent or any other consideration of any type payable by Sublessee to Sublessor with regard to the Subleased Premises other than as disclosed in the Sublease.

4.2 Consideration. Sublessor shall pay to Landlord seventy-five percent (75%) of the Transfer Premium (as defined in Section 14.3 of the Master Lease), if any, payable by Sublessor to Landlord within five (5) business days after receipt by Sublessor from Sublessee. Sublessor's breach of its obligation under this Section 4.2 shall constitute an Event of Default under the Master Lease.

4.3 Brokerage Commission. Sublessor and Sublessee covenant and agree that under no circumstances shall Landlord be liable for any brokerage commission or other charge or

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expense in connection with the Sublease and Sublessor and Sublessee agree to protect, defend, indemnify and hold Landlord harmless from the same and from any cost or expense (including but not limited to attorneys' fees) incurred by Landlord in resisting any claim for any such brokerage commission.

4.4 Landlord's Rights Regarding Future Transfers. This Consent shall in no manner be construed as limiting Landlord's ability to exercise its rights to recapture from Sublessor any portion of the Premises, as set forth in Section 14.4 of the Master Lease, in the event of a proposed future sublease or assignment of such portion of the Premises.

4.5 Controlling Law. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of California.

4.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. As used herein, the singular number includes the plural and the masculine gender includes the feminine and neuter.

4.7 Captions. The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

4.8 Partial Invalidity. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

4.9 Attorneys' Fees. If any party commences litigation against any other for the specific performance of this Agreement, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties hereto agree to and hereby do waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred.

4.10 Counterparts. This Consent may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this Consent to Sublease Agreement as of the day and year first above written.

"Landlord"

149 NEW MONTGOMERY, LLC, a California limited liability company

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

By: _____
Its: _____

"Sublessor"

EGREETINGS NETWORK, INC., a Delaware corporation

By: Maureen M. Malone
Its: VICE PRESIDENT

By: _____
Its: _____

"Sublessee"

HOWARD S. WRIGHT CONSTRUCTION CO., a Washington corporation

By: _____
Its: _____

By: _____
Its: _____

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