**LEASE AGREEMENT** This Lease Agreement ("Agreement") is entered into on **January 25, 2010**, by and between:  
 **LESSOR**: Beijing Shunfeng Runlin Technology and Trade Co., Ltd. ("Landlord")  
 **LESSEE**: Beijing Ninetowns Sky Eco-Agriculture Co., Ltd. ("Tenant")

**PROPERTY**:  
 The Landlord hereby leases to the Tenant a 14-acre site located **in the south of Lianying Village, Quanying Town, Shunyi District, Beijing**, including storehouses, office buildings, uncompleted canteens, dormitories, and utility infrastructure. Unfinished buildings will be completed and delivered within 30 calendar days of signing this Agreement.

**TERM OF LEASE** The lease shall commence on **March 1, 2010** and terminate on **February 28, 2013**, constituting a fixed-term lease of three (3) years.

**RENT** The Tenant agrees to pay the Landlord an annual rent of **RMB 550,000**, due no later than **March 5** each year.

* **Year 1**: RMB 550,000 due by March 5, 2010
* **Year 2**: RMB 550,000 due by March 5, 2011
* **Year 3**: RMB 550,000 due by March 5, 2012

An **advance payment** of RMB 200,000 for the first year is due within three (3) working days of signing. The remaining RMB 350,000 is due by March 5, 2010.

**DELIVERY AND UTILITIES**

* Landlord will complete decoration and install water, sewage, electricity, and heating equipment within 30 days of contract signing.
* Landlord will also provide a **160-kilowatt electricity adapter** and a **160-meter deep well** for regular utilities.
* Utility charges: **RMB 1 per kilowatt-hour** (electricity), **RMB 3 per ton** (water), billed monthly based on usage.

Failure to deliver completed premises or utilities on time incurs a **daily penalty of 5‰** (0.5%) of the annual rent.

**USE AND MAINTENANCE**

* Tenant has full rights to manage and operate on the premises independently.
* Tenant must reasonably maintain the premises.
* Landlord shall maintain internal roads and landscaping.
* Tenant pays for internet and telephone services and bears garbage disposal costs, with Landlord’s assistance.

**IMPROVEMENTS** Tenant must obtain prior written consent from Landlord for temporary structures. Upon lease termination, all fixtures remain with the Landlord and temporary buildings must be vacated.

**RENT INVOICES** Landlord shall issue an official invoice to the Tenant **before March 1 each year**, and the Tenant shall make timely payment accordingly.

**DEFAULT**

* If Landlord fails to deliver usable property or utilities, a penalty of **5‰ per day** applies.
* If Tenant delays rent payment, a penalty of **5‰ per day** is charged. Delay beyond 1 month allows Landlord to reclaim the premises.
* Breach by either party leads to a **liquidated damage of 50% of the annual rent**.
* Tenant may terminate early for performance reasons with one (1) month’s written notice and Landlord consent.

**FORCE MAJEURE** Neither party is liable for failure to perform due to force majeure (natural disasters, war, etc.). In case of government expropriation, Landlord must give 2 months’ notice, refund unused rent, and terminate the lease.

**LAND DEMOLITION** If property is subject to government demolition, compensation for land and buildings goes to the Landlord. Landlord must give 2 months’ notice and refund rent for remaining term **plus one month’s rent waiver**.

**DISPUTE RESOLUTION** Disputes shall first be resolved by friendly negotiation. If unresolved, either party may file suit in the **people’s court where the Tenant resides**.

**ENTIRE AGREEMENT & SUPPLEMENTS** This Agreement is executed in **two originals**, one for each party, and is effective upon signing and affixing official company seals.  
 Any supplemental agreements agreed upon shall be equally binding.

**SIGNATURES**

**LANDLORD** Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: Liu Jingjie  
 Company: Beijing Shunfeng Runlin Technology and Trade Co., Ltd.  
 Seal: [Company Chop]  
 Date: January 25, 2010

**TENANT** Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: Liu Yu  
 Company: Beijing Ninetowns Sky Eco-Agriculture Co., Ltd.  
 Seal: [Company Chop]  
 Date: January 25, 2010

**ACKNOWLEDGMENT** By signing above, both parties confirm they have read, understood, and agree to the terms of this Lease Agreement.