# **COMMERCIAL LEASE AGREEMENT**

This Lease Agreement ("Agreement") is entered into on March 10, 2011, by and between:

LESSOR (Party A): BEIJING BAI LI WEI TECHNOLOGY DEVELOPMENT CO., LTD. A company organized under the laws of the People's Republic of China

LESSEE (Party B): SHANGHAI MECOX LANE INTERNATIONAL MAILORDER CO., LTD. A company organized under the laws of the People's Republic of China

PROPERTY: The Lessor hereby leases to the Lessee the commercial property located at: Warehouses 15-16, No. 10 North Tianhe Road, Beijing Total Construction Area: 7,512 square meters Designated Usage: Warehouse

1. TERM OF LEASE The lease term shall commence on April 1, 2011, and expire on March 31, 2013.

* Rental-free period: April 1, 2011 to April 10, 2011
* Total Lease Duration: 2 years

1. RENT (a) Monthly Rent: RMB 148,518.50

* Rent shall remain unchanged during the tenancy
* Payment Method: Quarterly payment by cash, check, or bank transfer

(b) Late Payment Penalties:

* 0.05% of monthly rent for each day of delayed payment

1. SECURITY DEPOSIT

* Deposit Amount: RMB 30,000.00
* To be paid upon handover of the premises
* Deposit will be returned at lease termination after offsetting any applicable fees

1. UTILITIES AND ADDITIONAL COSTS Lessee shall be responsible for:

* Water
* Electricity
* Gas
* Air conditioning
* Telecommunication
* Equipment
* Parking
* Property management-related costs

1. USE OF PREMISES (a) Permitted Uses:

* Warehouse storage
* Simple packing
* Must comply with national and municipal laws and regulations

(b) Restrictions:

* Cannot change usage without written consent
* Must comply with property management regulations

1. MAINTENANCE AND REPAIRS (a) Lessee Responsibilities:

* Proper use and care of premises
* Prompt notification of damages or breakdowns
* Responsible for repairs caused by improper use

(b) Lessor Responsibilities:

* Maintain premises in normal, available, and safe condition
* Repair damages within 2 days of notification
* Minimize impact on lessee's use during inspections

1. ALTERATIONS

* No additional decorations or facility installations without prior written consent
* Must obtain necessary approvals from relevant departments

1. TERMINATION CONDITIONS Lease may be terminated without liability in cases of:

* Revocation of land use rights
* Public interest requisition
* Urban development demolition
* Premises damage or destruction
* Mortgage disposal

1. BREACH OF CONTRACT Grounds for termination with penalties include:

* Failure to hand over premises
* Changing premises usage without consent
* Subletting without permission
* Failure to pay rent for one month
* Damages to main structure

1. DISPUTE RESOLUTION

* Initial resolution through negotiation
* Unresolved disputes to be settled in People's Court
* Supplemental provisions form an integral part of the contract

SIGNATURES

LESSOR (Party A): BEIJING BAI LI WEI TECHNOLOGY DEVELOPMENT CO., LTD.

Signature & Seal: [Official Seal] Date of Execution: March 10, 2011 Place of Execution: Beijing

LESSEE (Party B): SHANGHAI MECOX LANE INTERNATIONAL MAILORDER CO., LTD.

Signature & Seal: [Official Seal] Date of Execution: [To be filled] Place of Execution: [To be filled]

ACKNOWLEDGMENT By signing above, both parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Commercial Lease Agreement.