Loan Agreement

(Liaoning Medium Cities Infrastructure Project)

between

PEOPLE’S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated October 18, 2006
LOAN AGREEMENT

Agreement dated October 18, 2006, between PEOPLE’S REPUBLIC OF CHINA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I – GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in the Loan Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II – LOAN

2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, an amount equal to two hundred eighteen million Dollars ($218,000,000) ("Loan") to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Commitment Charge payable by the Borrower shall be equal to three-fourths of one percent (3/4 of 1%) per annum on the Unwithdrawn Loan Balance, subject to any waiver of a portion of such charge as may be determined by the Bank from time to time.

2.04. The Front-end Fee payable by the Borrower shall be equal to one percent (1%) of the Loan amount, subject to any waiver of a portion of such fee as may be determined by the Bank from time to time.

2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Variable Spread,
subject to any waiver of a portion of such interest as may be determined by the Bank from time to time.

2.06. The Payment Dates are May 15 and November 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

ARTICLE III – PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Project Implementing Entity to carry out the Project in accordance with the provisions of Article V of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV – REMEDIES OF THE BANK

4.01. The Additional Events of Suspension consist of the following:

(a) The Project Implementing Entity shall have failed to perform any of its obligations under the Project Agreement.

(b) As a result of events which have occurred after the date of the Loan Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement.

4.02. The Additional Event of Acceleration consists of the following:

(a) The event specified in paragraph (a) of Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Bank to the Borrower.
ARTICLE V – EFFECTIVENESS

5.01. There are no Additional Conditions of Effectiveness.

5.02. The additional Legal Matter for the purpose of Section 9.02 of the General Condition is that the Project Agreement has been duly authorized or ratified by the Project Implementing Entity, and is legally binding upon the Project Implementing Entity in accordance with its terms.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI – REPRESENTATIVE; ADDRESSES

6.01. The Borrower’s Representative is the Minister of Finance.

6.02. The Borrower’s Address is:

Ministry of Finance
Sanlihe, Beijing 100820
People’s Republic of China

Facsimile:

(86-10) 68551125

6.03. The Bank’s Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address: INTBAFRAD
Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
 AGREED at Beijing, People’s Republic of China, as of the day and year first above written.

PEOPLE’S REPUBLIC OF CHINA

By: /s/ Yang Shaolin

Authorized Representative

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: /s/ David Dollar

Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to assist the Borrower’s Project Cities in enhancing: (i) the performance and quality of their existing urban transport infrastructure in terms of mobility, access, and safety; (ii) the efficiency and effectiveness of their urban public transport and road maintenance services; and (iii) the responsiveness of their urban transport systems to the needs of population without access to private motorized vehicles.

The Project consists of the following parts:

Part A: Benxi

1. **Road Infrastructure**: Construction of about four (4) kilometers (km) of new secondary roads, reconstruction of about twenty four (24) km of trunk, secondary and branch roads, and construction of a bridge of about one (1) km in length.

2. **Road Maintenance**: Rehabilitation of selected roads and provision of equipment for regular and emergency maintenance.

3. **Traffic Safety and Traffic Management**: Provision of traffic management equipment, redesign of traffic intersections and lane separation between motorized vehicles (MVs) and non-motorized vehicles (NMVs) on about eleven (11) km of arterial roads, and provision of technical assistance for the annual supervision of safety performance on selected intersections and arterials roads.

4. **Public Transport**: Construction of about ten (10) km of bus priority, and installation of bus interchanges, bus bays, bus stop signs and information plates, and bus shelters.

Part B: Fushun

1. **Road Infrastructure**: Reconstruction of about twelve (12) km of trunk roads, including construction of about six (6) rail crossings and about three (3) bridges.
2. **Road Maintenance**: Rehabilitation of selected roads, provision of equipment for regular and emergency maintenance, and installation of street lights.

3. **Traffic Safety and Traffic Management**: Provision of traffic management equipment, redesign of selected intersections and lane separation between MV and NMVs on about twenty four (24) km of Xincheng road and other arterial roads, provision of technical assistance for annual supervision of safety performance of selected intersections and arterials roads.

4. **Public Transport**: Construction of bus bays.

Part C: **Liaoyang**

1. **Road Infrastructure**: Construction of about eleven (11) km of new roads, and upgrading of about forty three (43) km of roads including about two (2) rail crossings and about thirty (30) km of branch roads and alleys.

2. **Road Maintenance**: Rehabilitation of selected roads, installation of street lights, improvement of drainage on about fifteen (15) km of roads, and provision of maintenance equipment.


4. **Public Transport**: Construction of about sixteen (16) km bus priority, bus turnarounds, bus parking facilities, bus stop shelters, and signage.

Part D: **Jinzhou**

1. **Road Infrastructure**: Construction of about six (6) km of new roads and upgrading of about thirty nine (39) km of roads including about two (2) rail crossings.

2. **Road Maintenance**: Rehabilitation of selected roads including drainage improvements, installation and repair of street lights, and provision of road and facility maintenance equipment.

3. **Traffic Safety and Traffic Management**: Provision of traffic management equipment, construction of about twenty four (24) km of lane separations between
MVs and NMVs, and provision of technical assistance for annual monitoring of safety performance of selected intersections and arterial roads.

4. Public Transport: Construction of about nine (9) km bus priority, and construction of interchange terminals and bus turnarounds.

Part E: Panjin

1. Road Infrastructure: Reconstruction of about four (4) roads and construction of about eight (8) new roads, with a total length of about twenty six (26) km (including about two (2) bridges and bridge ramps).

2. Road Maintenance: Rehabilitation of selected roads including drainage, and installation of street lights, as well as provision of road and facility maintenance equipment.

3. Traffic Safety and Traffic Management: Provision of traffic management equipment, channelization at selected road intersections, signs and markings and lane separations between MVs and NMVs on selected roads, and provision of technical assistance for annual supervision of safety performance at selected intersections and arterial roads.

4. Public Transport: Construction of about eighteen (18) km bus priority, bus bays, bus turnarounds, interchange terminals, bus shelters, bus stop signs, installation of a dispatch center and control system, an integrated circuit (IC) card system, and provision of required workshop equipment for the City Center facility.

Part F: Dengta

1. Road Infrastructure: Construction of about three (3) new roads covering about three (3) km, and upgrading of about twelve (12) km of roads including about six (6) alleys, and an existing rail underpass.

2. Road Maintenance: Rehabilitation of selected roads, and provision of road and facility maintenance equipment.

4. **Public Transport**: Construction of about thirty eight (38) bus stops and about two (2) dispatch offices.

**Part G: Institutional Development**

Carrying out a program of institutional capacity building, including provision of training and/or technical assistance with respect to: (a) the use of the transport planning models developed under the Project; (b) preventative maintenance planning good practices; (c) bus priority and road network planning; (d) traffic control, enforcement, and parking; (e) implementation of the NRSL to improve traffic safety management, monitoring and control systems; (f) public transport and road maintenance reforms; and the development and implementation of a traffic safety audit program; (g) public participation in the transport planning process during implementation of the Project; and (h) supervision, monitoring and evaluation of the progress of Project implementation.
SCHEDULE 2

Project Execution

Section I. Financing Arrangements.

1. The Borrower shall make available the proceeds of the Loan to the Project Implementing Entity, under the following principal terms:

   (a) The principal amount shall be made available in Dollars (determined on the date, or respective dates, of withdrawal from the Loan Account) of the value of the currency or currencies so withdrawn.

   (b) The following shall be recovered over a period of twenty (20) years, inclusive of a grace period of five (5) years: (A) the principal amount so made available; and (B) an amount equal to the fee paid pursuant to Section 2.04 of this Agreement.

   (c) Interest shall be charged on such principal amount withdrawn and outstanding from time to time at a rate equal to the rate of interest applicable from time to time to the Loan pursuant to Section 2.05 of this Agreement.

   (d) A commitment fee shall be charged on such principal amount of the Loan so made available and not withdrawn from time to time at a rate equal to the fee paid pursuant to Section 2.03 of this Agreement.

Section II. Project Monitoring, Reporting, Evaluation.

A. Project Reports.

1. The Borrower shall ensure that the Project Implementing Entity monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators set forth in a supplemental letter of same date of this Agreement. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than one and a half months after the end of the period covered by such report.
2. For purposes of Section 5.08 (c) of the General Conditions, the Borrower shall ensure that report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than six month after the Closing Date by the Project Implementing Entity.


1. The Borrower shall cause the Project Implementing Entity to maintain a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall cause the Project Implementing Entity to prepare and furnish to the Bank as part of the Project Report not later than one and a half months after the end of each calendar semester, interim un-audited financial reports for the Project covering the semester, in form and substance satisfactory to the Bank.

3. The Borrower shall cause the Project Implementing Entity to have its Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six months after the end of such period.

Section III. Procurement.

A. General.

1. Goods and Works. All goods and works required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Schedule.

2. Consultants’ Services. All consultants’ services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Schedule.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular
contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods and Works.**

1. **International and National Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International and National Competitive Bidding procedures. In addition, the procedures to be followed for National Competitive Bidding shall be those set forth in the Law on Tendering and Bidding of the People’s Republic of China promulgated by Order No. 21 of the President of the People’s Republic of China on August 30, 1999, with the following clarifications required for compliance with the Procurement Guidelines:

   (i) All invitations to prequalify or to bid shall be advertised in a newspaper of national circulation in the Borrower’s country, except for civil works contracts that are estimated to cost less than $2,000,000 equivalent each and for goods contracts that are estimated to cost less than $300,000 equivalent each, which may be advertised in a provincial daily newspaper. Such advertisement shall be made in sufficient time for prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses. In any event, a minimum of thirty (30) days shall be given to bidders between the date of advertisement in such newspaper and the deadline for submission of bids, and the advertisement and bidding documents shall specify the deadline for such submission.

   (ii) Qualification requirements of bidders and the method of evaluating the qualification of each bidder shall be specified in detail in the bidding documents.

   (iii) All bidders that meet the qualification criteria set out in the prequalification document shall be allowed to bid and there shall be no limit on the number of pre-qualified bidders.

   (iv) All bidders shall be required to provide security in an amount sufficient to protect the Borrower or the Project Implementing Entity, as the case may be, in case of breach of contract by the contractor, and the bidding documents shall specify the required form and amount of such security.
(v) The date and time for opening of all bids shall be the same as the deadline for receipt of such bids.

(vi) All bids shall be opened in public; all bidders shall be offered an opportunity to be present (either in person or through their representatives) at the time of bid opening, but bidders shall not be required to be present at the bid opening.

(vii) No bid may be rejected solely on the basis that the bid price falls outside any standard contract estimate, or margin or bracket of average bids established by the Borrower or the Project Implementing Entity, as the case may be.

(viii) Each contract shall be awarded to the lowest evaluated responsive bidder, that is, the bidder who meets the appropriate standards of capability and resources and whose bid has been determined: (A) to be substantially responsive to the bidding documents; and (B) to offer the lowest evaluated cost. The winning bidder shall not be required, as a condition of award, to undertake responsibilities for work not stipulated in the bidding documents or otherwise to modify the bid as originally submitted.

(ix) Each contract financed with the proceeds of the Loan shall provide that the suppliers and contractors shall permit the Bank, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the Bank.

(x) Re-bidding should not be allowed solely because the number of bids is less than three (3).

2. Other Methods of Procurement of Goods and Works. The following table specifies the methods of procurement, other than International and National Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used.

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shopping</td>
</tr>
</tbody>
</table>
C. Particular Methods of Procurement of Consultants’ Services.

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Individual Consultants</td>
</tr>
<tr>
<td>(b) Selection based on the Consultants’ Qualifications</td>
</tr>
<tr>
<td>(c) Single-source Selection</td>
</tr>
<tr>
<td>(d) Quality-based Selection</td>
</tr>
<tr>
<td>(e) Selection under a Fixed Budget</td>
</tr>
<tr>
<td>(f) Least-Cost Selection</td>
</tr>
</tbody>
</table>

D. Review by the Bank of Procurement Decisions.

Except as the Bank shall otherwise determine by notice to the Borrower, the following contracts shall be subject to Prior Review by the Bank: (a) each contract for goods estimated to cost the equivalent of $500,000 or more; (b) each contract for works estimated to cost the equivalent of $5,000,000 or more; (c) each contract for consultants’ services provided by a firm estimated to cost the equivalent of $200,000 or more; and each contract for consultants’ services provided by a firm to be procured using Single-source Selection procedure, regardless of its contract value; (d) each contract for consultants’ services provided by an individual estimated to cost the equivalent of $50,000 or more; and (e) the first contract to be procured using any procurement method mentioned in this Schedule, regardless of its contract value. In addition, terms of reference for consulting contracts, regardless of their contract value or procurement methods, will be subject to the Bank’s prior review. All other contracts shall be subject to Post Review by the Bank.
Section IV. Withdrawal of Loan Proceeds

A. General.

1. For the purposes of financing Eligible Expenditures as they are incurred under the Project, the Borrower shall open and maintain in Dollars a segregated, designated account in accordance with Section 2.04 of the General Conditions, into which only proceeds of the Loan may be deposited.

2. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Borrower, to (a) finance the Front-end Fee in accordance with Section 2.07 (b) of the General Conditions; and (b) finance other Eligible Expenditures as set forth in the table in paragraph 3 below.

3. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category, inclusive of taxes subject to the provisions of Section 2.06 of the General Conditions.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (Expressed in Dollars)</th>
<th>% of Expenditures to be Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Civil works</td>
<td>160,395,000</td>
<td>51%</td>
</tr>
<tr>
<td>(2) Goods</td>
<td>33,280,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Consultants’ services</td>
<td>4,850,000</td>
<td>100%</td>
</tr>
<tr>
<td>training, and workshops</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Unallocated</td>
<td>18,930,000</td>
<td></td>
</tr>
<tr>
<td>(5) Front-end Fee</td>
<td>545,000</td>
<td>Amount due under Section 2.04 of this Agreement.</td>
</tr>
<tr>
<td>TOTAL</td>
<td>218,000,000</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement; except that withdrawals up to an aggregate amount not to exceed $40,000,000 equivalent may be made for payments made prior to this date but on or after April 10, 2006, for Eligible Expenditures under Categories (1) and (3).

2. The Closing Date is December 31, 2011.
## SCHEDULE 3

### Amortization Schedule

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Principal Amount of the Loan Payable (Expressed in Dollars)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 15, 2011</td>
<td>4,880,000</td>
</tr>
<tr>
<td>May 15, 2012</td>
<td>5,005,000</td>
</tr>
<tr>
<td>November 15, 2012</td>
<td>5,135,000</td>
</tr>
<tr>
<td>May 15, 2013</td>
<td>5,270,000</td>
</tr>
<tr>
<td>November 15, 2013</td>
<td>5,410,000</td>
</tr>
<tr>
<td>May 15, 2014</td>
<td>5,550,000</td>
</tr>
<tr>
<td>November 15, 2014</td>
<td>5,695,000</td>
</tr>
<tr>
<td>May 15, 2015</td>
<td>5,845,000</td>
</tr>
<tr>
<td>November 15, 2015</td>
<td>5,995,000</td>
</tr>
<tr>
<td>May 15, 2016</td>
<td>6,150,000</td>
</tr>
<tr>
<td>November 15, 2016</td>
<td>6,315,000</td>
</tr>
<tr>
<td>May 15, 2017</td>
<td>6,480,000</td>
</tr>
<tr>
<td>November 15, 2017</td>
<td>6,645,000</td>
</tr>
<tr>
<td>May 15, 2018</td>
<td>6,820,000</td>
</tr>
<tr>
<td>November 15, 2018</td>
<td>7,000,000</td>
</tr>
<tr>
<td>May 15, 2019</td>
<td>7,180,000</td>
</tr>
<tr>
<td>November 15, 2019</td>
<td>7,370,000</td>
</tr>
<tr>
<td>May 15, 2020</td>
<td>7,560,000</td>
</tr>
<tr>
<td>November 15, 2020</td>
<td>7,760,000</td>
</tr>
<tr>
<td>May 15, 2021</td>
<td>7,960,000</td>
</tr>
<tr>
<td>November 15, 2021</td>
<td>8,170,000</td>
</tr>
<tr>
<td>May 15, 2022</td>
<td>8,380,000</td>
</tr>
<tr>
<td>November 15, 2022</td>
<td>8,600,000</td>
</tr>
<tr>
<td>May 15, 2023</td>
<td>8,825,000</td>
</tr>
<tr>
<td>November 15, 2023</td>
<td>9,055,000</td>
</tr>
<tr>
<td>May 15, 2024</td>
<td>9,290,000</td>
</tr>
<tr>
<td>November 15, 2024</td>
<td>9,535,000</td>
</tr>
<tr>
<td>May 15, 2025</td>
<td>9,785,000</td>
</tr>
<tr>
<td>November 15, 2025</td>
<td>10,040,000</td>
</tr>
<tr>
<td>May 15, 2026</td>
<td>10,295,000</td>
</tr>
</tbody>
</table>

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* The figures in this column represent the amount in Dollars to be repaid, except as provided in Section 3.10 of the General Conditions.
Definitions

(a) “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


(c) “Displaced Persons” means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons; and a “Displaced Person” means any of such Displaced Persons.

(d) “Environmental Management Plans” means collectively, the Environmental Management Plan adopted by Jinzhou dated April 2006; the Environmental Management Plan adopted by Panjin dated April 2006; the Environmental Management Plan adopted by Liaoyang dated April 2006; the Environmental Management Plan adopted by Fushun dated April 2006; the Environmental Management Plan adopted by Benxi dated April 2006; and the Environmental Management Plan adopted by Dengta dated April 2006; which said plans set out the environmental protection measures in respect of the Project Cities’ Respective Parts of the Project, as well as administrative and monitoring arrangements to ensure the implementation of said plans, as said plans may be revised from time to time with the agreement of the Bank; and “Environmental Management Plan” means, individually, either of the Environmental Management Plans.

(e) “Fiscal Year” means: (i) in respect of the Borrower, each period from January 1 through December 31 of the calendar year; and (ii) in respect of Liaoning Province, each period from January 1 through December 31 of the calendar year.

(g) “Liaoning” means the Borrower’s Liaoning Province, and any successor thereto.

(h) “Liaoning Urban Construction and Renewal Project Office” and “LUCRPO” mean the office referred to in paragraph 1(c) of Section I of the Schedule to the Project Agreement.

(i) “Local Leading Group” means the group referred to in paragraph 1(d) of Section I of the Schedule to the Project Agreement.

(j) “Local Project Management Office” means the office referred to in paragraph 1(e) of Section I of the Schedule to the Project Agreement.

(k) “NRSL” means the Borrower’s National Road Safety Law, as of the date of this Agreement.

(l) “Procurement Guidelines” means the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004.

(m) “Procurement Plan” means the Borrower’s procurement plan for the Project, dated May 11, 2006 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

(n) “Project Agreement” means the agreement between the Bank and Liaoning of even date herewith, as the same may be amended from time to time; and such term includes all schedules and agreements supplemental to the Project Agreement.

(o) “Project Implementing Entity” means the Borrower’s Province of Liaoning and any successor thereto.

(p) “Project Cities” means the Borrower’s municipalities of Panjin, Jinzhou, Fushun, Benxi, Liaoyang, and county city of Dengta, each located in Liaoning Province, and any successors thereto; and a “Project City” means, individually, either of said Project Cities.

(q) “Project Coordinating Group” means the group referred to in paragraph 1(a) of Section I of Schedule to the Project Agreement.

“Resettlement Policy Framework” means the policy framework dated March 2006, adopted by each Project City, which sets out policies and procedures for acquisition, compensation and rehabilitation of Displaced Persons, and guidelines for the preparation of resettlement action plans if necessary, as said policy framework may be amended from time to time with the prior agreement of the Bank.

“Respective Parts of the Project” means in respect of the Project Cities, the parts of the Project to be carried out within their respective territorial jurisdiction.

“Road Safety Committees” means the committees established by the Project Cities to be responsible for ensuring high road safety levels and developing appropriate traffic management strategies; and referred to in paragraph 8 of Section I of the Schedule to the Project Agreement; and “Road Safety Committee” means, individually, either of the “Road Safety Committees.”