Loan Agreement

(Ningbo Sustainable Urbanization Project)

between

PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated September 10, 2016
LOAN AGREEMENT

Agreement dated September 15, 2016, 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 this 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, the amount of one hundred fifty million Dollars ($150,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement ("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 Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (e) of the General Conditions.

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.

2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to: (A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Fixed Spread; and (iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.

(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

2.09. (a) If on any given day, the Total Exposure exceeds the Standard Exposure Limit (as said terms are defined in sub-paragraphs (b)(ii) and (b)(iii) of this Section), the Borrower shall pay to the Bank a surcharge at the rate of one half of one percent (0.5%) per annum of the Allocated Excess Exposure Amount (as defined in sub-paragraph (b)(i) of this Section) for each said day (“Exposure Surcharge”). The Exposure Surcharge (if any) shall be payable semi-annually in arrears on each Payment Date.

(b) For purposes of this Section the following terms have the meanings set forth below:

(i) “Allocated Excess Exposure Amount” means for each day during which the Total Exposure exceeds the Standard Exposure Limit, the product of: (A) the total amount of said excess; and (B) the ratio of all (or, if the Bank so determines, a portion) of the Loan to the aggregate amount of all (or the equivalent portions) of the loans made by the Bank to the Borrower and to other borrowers guaranteed by the Borrower that are also subject to an exposure surcharge, as said excess and ratio are reasonably determined from time to time by the Bank.

(ii) “Standard Exposure Limit” means the standard limit on the Bank’s financial exposure to the Borrower which, if exceeded, would subject the Loan to the Exposure Surcharge, as determined from time to time by the Bank.
(iii) "Total Exposure" means for any given day, the Bank's total financial exposure to the Borrower, as reasonably determined by the Bank.

**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 to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions and the Project Agreement.

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 — EFFECTIVENESS; TERMINATION**

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

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

5.01. The Borrower's Representative is its Minister of Finance.

5.02. The Borrower's Address is:

Ministry of Finance  
Sanlihe  
Xicheng District  
Beijing 100820  
People's Republic of China

Facsimile:

(86-10) 6855-2077

5.03. The Bank's Address is:

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

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 

Authorized Representative

Name: Lin Weihua
Title: Deputy Director General

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By 

Authorized Representative

Name: Bart Hofman
Title: Country Director, China
SCHEDULE 1

Project Description

The objectives of the Project are to improve the use of urban public space, improve urban mobility, and reduce flood risk in the Project Counties.

The Project consists of the following parts:

**Part 1. Urban Regeneration**

Carrying out of investments to improve the quality of public space, expand the coverage and upgrade the service level of urban utilities, consisting of, *inter alia*:

(a) Upgrade of public space along main transport corridors and commercial streets, including retrofitting of sidewalk pavements and street facades, replacing signage and street lamps, and adding landscaping and seating areas;

(b) provision of modern utilities, including water supply, drainage system, sewage treatment, solid waste collection, lighting and parking, and provision of open space, including construction of small parks, squares and other spaces for outdoor activities, and restoring the right-of-way of pedestrians and cyclists; and

(c) improvement of the design of crossings and intersections and of traffic management efficiency using ICT and electric devices to enhance road safety for pedestrians and cyclists.

**Part 2. Urban Transport**

Carrying out of investments to strengthen urban mobility and improving the capacity, reliability, and service quality of the bus system in the Project Counties, consisting of, *inter alia*:

(a) Construction of new roads and upgrading or widening of existing roads;

(b) improvement of bus terminals and depots;

(c) rehabilitation and construction of bus stops and facilities; and

(d) Upgrade and expansion of the bus fleet of the Project Counties.

**Part 3. Flood Risk Management**

Carrying out of investments to reduce the vulnerability of the Project Counties to the risks of floods, consisting of, *inter alia*:
(a) structural investments, including: (i) renovation and upgrading of existing rain grits, inlets, outlets, and drainage pipes; (ii) restoration of natural storm water drainage systems; (iii) construction of pumping stations at critical locations; and (iv) construction of low impact development demonstrations in suitable public areas; and

(b) non-structural investments, including, as appropriate: (i) establishment of pre-warning systems; (ii) preparation of emergency preparedness plans; (iii) study and adjustment of the land-use plans; and (iv) improvement of the flood insurance system.

Part 4. Technical Assistance and Capacity Building

Provision of technical assistance consisting of, *inter alia*:

(a) Technical assistance to local governments in reviewing and, as appropriate, updating policies, codes, and capital investment plans to integrate transportation, housing, and economic development;

(b) technical support to counties to develop information and tools for full-cycle management of infrastructure assets, including asset inventory, valuation, planning and budgeting, and to develop capital investment plans;

(c) technical support to develop innovating financing mechanisms to improve the public financing systems; and

(d) Project management and supervision, including strengthening the institutional capacity of the Ningbo Municipal Project Management Office and the Project Implementation Units, monitoring and evaluation activities, training and study tours, and consulting services.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Financing Arrangements

1. For the purposes of carrying out the Project, the Borrower shall make available the proceeds of the Loan to the Project Implementing Entity, under terms and conditions satisfactory to the Bank, including the following principal terms:

(a) The principal amount shall be made available in Dollars or any other Currency as the Loan may be converted from time to time through a Currency Conversion (such principal amount 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 principal amount so made available (including an amount equal to the fee paid pursuant to Section 2.03 of this Agreement and any premium for Interest Rate Caps or Interest Rate Collars paid pursuant to Section 2.08(c) of this Agreement and Section 4.05(c) of the General Conditions shall be recovered over a period of thirty (30) years, inclusive of a grace period of five (5) years.

(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 the provisions of Section 2.05 of this Agreement.

(d) A Commitment Charge shall be charged equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2. The Borrower shall cause the Project Implementing Entity to: (a) manage, operate, monitor, transfer and reconcile the proceeds of the Loan made available to it pursuant to paragraph 1 above in accordance with arrangements and procedures satisfactory to the Bank; (b) take all required actions, including provision of timely consents and approvals as may be necessary, to facilitate the utilization of said Loan proceeds and the implementation of the Project and, to enable the Project Implementing Entity to comply with its undertakings under the Project Agreement; and (c) maintain all relevant records and documents related to the Loan and the Project and provide promptly such documents and records, including all other information, as may be requested by the Borrower or the Bank from time to time.

B. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.
C. Safeguards

The Borrower shall take, and shall cause the Project Implementing Entity to take, all measures necessary to comply with, or all measures necessary to enable the Project Implementing Entity to comply with, the provisions of Section I.D of the Schedule to the Project Agreement.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. The Borrower shall 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 the Project Implementation Plan. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than sixty (60) days after the end of the period covered by such report.

2. For purposes of Section 5.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than three (3) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained 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 sixty (60) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Bank.

3. The Borrower shall 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 (1) fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period. The Borrower shall make, or cause the Project Implementing Entity to make, the audited Financial Statements publicly available in a timely fashion and in a manner acceptable to the Bank.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting 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 Section I of the Procurement Guidelines, and with the provisions of this Section.
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 Section.

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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional provisions set forth in the box below; (b) Direct Contracting; and (c) Shopping.

The procedures applicable to the procurement of goods, works, and non-consulting services under contracts awarded on the basis of National Competitive Bidding (“NCB”) shall be the open tendering procedures set forth in the Borrower’s Law on Tendering and Bidding promulgated by its Order No. 21 dated August 30, 1999; provided, however, that such procedures shall be subject to the provisions of Section I, Paragraphs 3.3 and 3.4 of Section III, and Appendix I of the Procurement Guidelines, and the additional provisions in the following. In the event of a conflict between the Borrower’s procedures and these NCB Procedure Modifications, the latter shall govern.

(i) Eligibility to participate in a procurement process and to be awarded a Bank-financed contract shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for such contract for reasons other than those provided in Section I of the Procurement Guidelines. No restriction based on nationality of bidders and/or origin of goods shall apply, and foreign bidders shall be allowed to participate in NCB without application of restrictive conditions.

(ii) All invitations to prequalify or bid shall be advertised in a national newspaper of wide circulation in the Borrower’s country, or on a widely used website / electronic portal with free national and international access acceptable to the Bank except for goods or non-consulting services contracts that are estimated to cost less than $300,000 equivalent each, or works contracts that are estimated to cost less than $2,000,000 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 such advertisement (or the date of availability of
bidding documents, whichever is later) and the deadline for the submission of
bids, and the advertisement and bidding documents shall specify the deadline
for the submission of bids. In the case of such advertisement on a website /
electronic portal, the notice shall remain readily accessible nationally and
internationally until at least the deadline for the submission of bids. Potential
bidders shall be allowed to inspect and purchase bidding documents at any time
prior to the deadline for the submission of bids.

(iii) Standard Bidding Documents acceptable to the Bank shall be used.

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

(v) Prequalification procedures and documents acceptable to the Bank shall be used
for large, complex and/or specialized works. Verification of the information
upon which a bidder was prequalified, including current commitments, shall be
carried out at the time of contract award, along with the bidder's capability with
respect to personnel and equipment. All bidders that meet the qualification
criteria set out in the pre-qualification documents shall be allowed to bid, and
there shall be no limit on the number of pre-qualified bidders. Where pre-
qualification is not used, the qualification of the bidder who is recommended for
award of contract shall be assessed by post-qualification, applying the
qualification criteria stated in the bidding documents.

(vi) Registration shall not be used to assess bidders' qualifications. A bidder shall
not be required to register as a condition for inspecting or purchasing bidding
documents, submitting its bid or receiving contract award. A bidder determined
to be the lowest evaluated responsive bidder, shall be given reasonable
opportunity of registering (if required) before contract signing without any let
or hindrance. Bidding shall not be restricted to any particular class of
contractors, and non-classified contractors shall also be eligible to bid.

(vii) No margins of preference of any sort shall be given to bidders, such as on the
basis of their location, place of incorporation, or affinity with the geographical
area in which the Project activities will take place.

(viii) All bidders who are awarded contracts for works and single-responsibility
contracts shall be required to provide performance security in an amount
sufficient to protect the Borrower or the Project Implementing Entity / Entities,
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
and any other potential damages for such breach.

(ix) Bidders shall be allowed to submit bids by mail or in person.
(x) 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.

(xi) All bid evaluation criteria shall be disclosed in the bidding documents and quantified in monetary terms or expressed in the form of pass/fail requirements.

(xii) No bid may be rejected solely on the basis that the bid price exceeds any cost estimate or falls outside any margin or bracket of prices or average bids established by the Borrower or the Project Implementing Entity / Entities, as the case may be. Rejection of all bids or re-bidding shall not be allowed solely because the number of bids is less than three (3), and rejection of all bids or rebidding shall not take place without the Bank's prior written agreement.

(xiii) 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 or to assume other obligations not stipulated in the bidding documents or otherwise to modify the bid as originally submitted. No negotiations shall be permitted except with the Bank's no-objection.

(xiv) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Bank's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.

(xv) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Bank's policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance.

(xvi) Government-owned enterprises in the Borrower's country may be permitted to bid or submit a proposal of goods, works, or non-consulting services if they can establish that they: (A) are legally and financially autonomous; (B) operate under commercial law; and (C) are not a dependent agency of the agency conducting the procurement.

(xvii) Matters such as subcontracting, joint venture relationships and assignment of contract shall be handled in accordance with the bidding documents.

(xviii) The results of bid evaluation and contract award shall be published in the national or provincial press (as provided under paragraph (ii) above) or official gazette or a free and open-access website and shall identify: (A) the name of each bidder who submitted a bid; (B) bid prices as read out at bid opening; (C) the name of the bidder, and the evaluated price, of each bid that was evaluated; (D) the names of bidders whose bids were either rejected as non-responsive or
not meeting qualification criteria, or not evaluated, with the reasons therefor;
and (E) the name of the winning bidder and the final total contract price, as well
as the duration and summary scope of the contract. Such publication shall be
within two (2) weeks of receiving the Bank’s no-objection to the award
recommendation for contracts subject to the Bank’s prior review, and within
two (2) weeks of the Borrower or the Project Implementing Entity’s award
decision for contracts subject to the Bank’s post review. The bidding documents
shall disclose the newspaper in which and / or the electronic means by which
the information on contract award will be published.

(xix) The Borrower or the Project Implementing Entity / Entities, as the case may be,
shall have in place an effective and independent protest mechanism for bidders
to protest. The bidding documents shall provide the professional title and
address of the official to whom such protests should be sent.

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 methods, other
than Quality and Cost-based Selection, may be used for procurement of consultants’
services for those contracts which are specified in the Procurement Plan: (a) Quality-based
Selection; (b) Selection based on Consultants’ Qualifications; (c) Single-Source Selection
of consulting firms; (d) Selection of Individual Consultants; and (e) Single-Source
Selection of individual consultants.

D. **Review by the Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall 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. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions
of Article II of the General Conditions, this Section, and such additional instructions as the
Bank shall specify by notice to the Borrower (including the “World Bank Disbursement
Guidelines for Projects” dated May 2006, as revised from time to time by the Bank and as
made applicable to this Agreement pursuant to such instructions), to finance Eligible
Expenditures as set forth in the table in paragraph 2 below.

2. 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.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works</td>
<td>124,068,000</td>
<td>65%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants’ services, and Training and Workshops</td>
<td>25,557,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Front-end Fee</td>
<td>375,000</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>150,000,000</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.

2. The Closing Date is November 30, 2021.
SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share (Expressed as a Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each May 15 and November 15 Beginning November 15, 2021 through May 15, 2046</td>
<td>2%</td>
</tr>
</tbody>
</table>

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

   (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

   (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any
time the Bank adopts a due date billing system under which invoices are issued on
or after the respective Principal Payment Date, the provisions of such sub-
paragraph shall no longer apply to any withdrawals made after the adoption of such
billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency
Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency,
the amount so converted in the Approved Currency that is repayable on any Principal
Payment Date occurring during the Conversion Period, shall be determined by the Bank by
multiplying such amount in its currency of denomination immediately prior to the
Conversion by either: (i) the exchange rate that reflects the amounts of principal in the
Approved Currency payable by the Bank under the Currency Hedge Transaction relating
to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion
Guidelines, the exchange rate component of the Screen Rate.

5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the
provisions of this Schedule shall apply separately to the amount denominated in each Loan
Currency, so as to produce a separate amortization schedule for each such amount.
APPENDIX

Section I. Definitions


2. “Annual Work Plan” means each of the rolling plans for the Project to be prepared or updated by the Project Implementing Entity and each Project Implementation Unit, and approved by the Bank, on an annual basis as provided for in Section I.A.3 of the Schedule to the Project Agreement.


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


6. “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.

7. “Environmental and Social Management Framework” or “ESMF” means the environmental and social management framework for the Project, prepared by the Project Implementing Entity, acceptable to the Bank, dated February 24, 2016, which sets out the policies and procedures for the assessment of environmental and social impacts of, and for the preparation of additional EMPs as may be required for, Project activities, as said framework may be revised from time to time with the prior written agreement of the Bank; and such term includes all schedules and annexes supplemental to said framework.

8. “Environmental Management Plan” or “EMP” means the environmental management plan for the Project prepared by the Project Implementing Entity, acceptable to the Bank, dated February 24, 2016, which sets out the environmental and social protection measures, including measures for the protection of natural habitats and physical cultural resources, in respect of the Project, as well as the administrative, monitoring, supervision and training
arrangements to ensure the implementation of said plan, as said plan may be revised from
time to time with the prior written agreement of the Bank, and such term includes all
schedules and annexes supplemental thereto, and any additional EMPs as may be required
for Project activities.

9. "General Conditions" means the “International Bank for Reconstruction and Development
General Conditions for Loans”, dated March 12, 2012, with the modifications set forth in
Section II of this Appendix.

10. "Ningbo Municipal Project Management Office" means the municipal-level Project
management office established by Ningbo Municipality, and referred to in Section I.A.1(b)
of the Schedule to the Project Agreement, and any successor thereto acceptable to the Bank.

Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank

12. "Procurement Plan" means the Borrower’s procurement plan for the Project, dated April
18, 2016 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph
1.25 of the Consultant Guidelines, as the same shall be updated from time to time in
accordance with the provisions of said paragraphs.

13. "Project Agreement" means the agreement between the Bank and the Project Implementing
Entity 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.

14. "Project Counties" means, collectively, Xiangshan County, Ninghai County, and Fenghua
County, within the territory of the Project Implementing Entity (as hereinafter defined) in
which the Project is to be carried out; and “Project County” means any of the Project
Counties.

15. "Project Leading Groups" means, collectively, the leading groups to be maintained by the
Project Implementing Entity at the municipal level and in each of the Project Counties and
referred to in Section I.A.1(a) of the Schedule to the Project Agreement.

16. "Project Implementation Plan" means the plan dated April 19, 2016, prepared by the
Project Implementing Entity, which includes the operations manual, financial management
manual, procurement management manual, results framework, Project monitoring
indicators, monitoring and evaluation arrangements, and disbursement arrangements, and
other operational arrangements, as the same may be revised from time to time with the
prior written agreement of the Bank.

17. "Project Implementation Units" or "PIUs" means, collectively, the Project implementation
units to be maintained by the Project Implementing Entity in each of the Project Counties,
and referred to in Section I.A.1(c) of the Schedule to the Project Agreement.

18. "Project Implementing Entity" means the Borrower’s Municipality of Ningbo in the
Province of Zhejiang, or any successor thereto.
19. “Resettlement Action Plan” or “RAP” means, the resettlement action plan for the Project prepared by the Project Implementing Entity, acceptable to the Bank, dated December 10, 2015, setting forth, *inter alia*: (i) the principles and procedures governing the acquisition of land required for the Project and related facilities; (ii) actions and measures for the payment of compensation to Displaced Persons and for their resettlement and rehabilitation; (iii) the criteria and procedures for developing and implementing actions and measures, satisfactory to the Bank, for mitigating the adverse social impacts resulting from the implementation of activities in locations that are not directly identified in the RAP; (iv) grievance redress mechanisms; and (v) reporting and monitoring arrangements to ensure compliance with said plan, as the same may be revised from time to time with the prior written agreement of the Bank; and such term includes all attachments and annexes supplemental to said plan, and any additional RAPs as may be required for Project Activities.

20. “Resettlement Framework” means the resettlement policy framework for the Project, prepared by the Project Implementing Entity, acceptable to the Bank, dated December 1, 2015, which sets out the policies and procedures for the acquisition of land and other assets, compensation, resettlement and rehabilitation of Displaced Persons, and for the preparation of additional RAPs as may be required for Project activities, as said framework may be revised from time to time with the prior written agreement of the Bank; and such term includes all schedules and annexes supplemental to said framework.

21. “Safeguards Instruments” means, collectively, the Environmental Management Plan, the Environmental and Social Management Framework, the Resettlement Action Plan, and the Resettlement Framework, as well as any attachments, schedules and annexes supplemental to said instruments.

22. “Training and Workshops” means the costs of training activities under the Project, based on the Annual Work Plans approved in advance by the Bank, and attributable to seminars, workshops, and domestic and overseas training, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. In the *Table of Contents*, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.

2. Section 3.01. (*Front-end Fee*) is modified to read as follows:

   “Section 3.01. *Front-end Fee; Commitment Charge*

   (a) The Borrower shall pay the Bank a front-end fee on the Loan amount at the rate specified in the Loan Agreement (the “Front-end Fee”).
(b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement (the “Commitment Charge”). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date."

3. In the Appendix, Definitions, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth in paragraph 2 above.

4. The Appendix is modified by inserting a new paragraph 19 with the following definition of “Commitment Charge”, and renumbering the subsequent paragraphs accordingly:

“19. “Commitment Charge” means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b).”

5. In the renumbered paragraph 49 (originally paragraph 48) of the Appendix, the definition of “Front-end Fee” is modified by replacing the reference to Section 3.01 with Section 3.01 (a).

6. In the renumbered paragraph 68 (originally paragraph 67) of the Appendix, the definition of the term “Loan Payment” is modified to read as follows:

“68. “Loan Payment” means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements or these General Conditions, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, the Variable Spread Fixing Charge (if any), any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.”

7. In the renumbered paragraph 73 (originally paragraph 72) of the Appendix, the definition of “Payment Date” is modified by deleting the word “is” and inserting the words “and Commitment Charge are” after the word “interest”.

-19-