June 29, 2015

Mr. Zhang Guangqing, Vice Mayor
Wuhan Municipal Government
Wuhan, Hubei Province
People’s Republic of China

Re: China: Wuhan Second Urban Transport Project (Loan No. 7864-CN)
Amendment to Project Agreement

Dear Vice Mayor Zhang:

I refer to the Loan Agreement between the People’s Republic of China (the “Borrower”) and the International Bank for Reconstruction and Development (the “Bank”) dated June 11, 2010 (the “Loan Agreement”) and the Project Agreement of the same date between the Bank and Wuhan Municipality (the “Project Agreement”) for the Wuhan Second Urban Transport Project (the “Project”). I also refer to the letter from the Borrower’s Department of International Economic and Financial Cooperation, Ministry of Finance dated June 19, 2015 requesting certain amendments to the legal agreements to facilitate implementation of the Project.

I am pleased to inform you that after due consideration, the Bank has agreed with the request and hereby proposes to amend the Project Agreement as follows:

1. Section II.A.1 of the Schedule is amended to read as follows:

   “1. Wuhan shall monitor and evaluate the progress of the Project and prepare Project Reports for the Project in accordance with the provisions of Section 5.08(b) of the General Conditions and on the basis of the indicators set forth in the Results Framework. Each such Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Borrower not later than forty-five (45) days after the end of the period covered by such report for incorporation and forwarding by the Borrower to the Bank of the overall Project Report.”

2. The Annex to the Schedule is deleted in its entirety.

Except as specifically amended by this amendment letter, all other provisions of the Project Agreement shall remain in full force and effect. The Loan Agreement is similarly being amended as reflected in an amendment letter to the Loan Agreement of even date.
Please confirm your agreement to the amendments set out above by having an authorized representative of Wuhan Municipality sign and date the form of confirmation set forth below, and returning one fully countersigned original of this letter to us. This amendment letter shall become effective as of the date of the last countersignature of the following two amendment letters: (a) a duly countersigned original of this letter by the authorized representative of Wuhan Municipality; and (b) a duly countersigned original of the amendment letter to the Loan Agreement by the authorized representative of the Borrower.

Sincerely yours,

Bert Hofman
Country Director, China
East Asia and Pacific Region

Confirmed and agreed:
WUHAN MUNICIPALITY

By: [Signature]
Authorized Representative

Name: [Signature]

Title: Vice Mayor, Wuhan Municipal Government

Date: September 23, 2015

cc: Mr. Yang Shaolin
Director-General
International Economic and Financial Cooperation Department
Ministry of Finance
San Li He Street, Xicheng District
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People’s Republic of China

Mr. Dai Kejun, Director
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