Ms. Zou Jiayi  
Director-General  
International Department  
Ministry of Finance  
Beijing, People’s Republic of China

Dear Ms. Zou,

**China: Gansu Cultural and Natural Heritage Protection and Development Project**  
**(Loan 75420 – CN)**  
**Amendment to Loan Agreement**

We refer to the Loan Agreement between the People’s Republic of China and the International Bank for Reconstruction and Development (the “Bank”) dated May 28, 2008 for Gansu Cultural and Natural Heritage Protection and Development Project.

We also refer to the letter dated July 16, 2013 from Mr. Yang Yingming, Deputy Director-General, International Department, Ministry of Finance, requesting the Bank to reallocate Loan proceeds among different Categories and to extend the Project’s Closing Date from December 31, 2013 to December 31, 2014.

We are pleased to inform you that the Bank concurs with the request, and therefore, the Loan Agreement is amended as set forth below:

1. The table in Section IV.A.2 of Schedule 2 is amended to read as set forth in Annex 1 to this Amendment Letter.

2. The Closing Date in Section IV.B.2 of Schedule 2 is amended to December 31, 2014.

Except as specifically amended in this Amendment Letter, all other terms and conditions of the Loan Agreement shall remain in full force and effect.

Please confirm your agreement to the foregoing on behalf of the Borrower by countersigning and dating the corresponding form of confirmation set forth below, and returning one fully countersigned original of this letter to us. The above amendment to the Loan Agreement shall become effective as of the date of this Amendment Letter upon
receipt by the Bank of a duly countersigned original of this letter by the authorized representative of the Borrower.

Yours sincerely,

Klaus Rohland
Country Director, China

CONFIRMED:
PEOPLE'S REPUBLIC OF CHINA

By: 
Authorized Representative
Name: Yang Yingming
Title: Deputy Director-General
Date: August 9, 2013
Annex 1

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in US Dollars)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods and works for Project implementation in Jiuquan Municipality</td>
<td>5,080,000</td>
<td>90%</td>
</tr>
<tr>
<td>(2) Goods and works for Project implementation in Jiayuguan Municipality</td>
<td>908,036</td>
<td>80%</td>
</tr>
<tr>
<td>(3) Goods and works for Project Implementation in Zhangye Municipality</td>
<td>1,830,000</td>
<td>95%</td>
</tr>
<tr>
<td>(4) Goods and works for Project implementation in Baiyin Municipality</td>
<td>4,380,000</td>
<td>99%</td>
</tr>
<tr>
<td>(5) Goods and works for Project Implementation in Lanzhou Municipality</td>
<td>6,150,000</td>
<td>99%</td>
</tr>
<tr>
<td>(6) Goods and works for Project implementation in Tianshui Municipality</td>
<td>18,565,964</td>
<td>99%</td>
</tr>
<tr>
<td>(7) Consultants’ services,</td>
<td>1,390,000</td>
<td>100%</td>
</tr>
<tr>
<td></td>
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<tr>
<td>------------------------------</td>
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<td>-----------------------------------------------------------------</td>
</tr>
<tr>
<td>training and workshops</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(8) Front-end Fee</td>
<td>96,000</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>38,400,000</td>
<td></td>
</tr>
</tbody>
</table>
cc: Mr. Yao Licheng, Director  
    Ms. Guan Xiuzhen, Director  
    Mr. Wu Jianjun, Director  
    IFI Div. I. International Department  
    Ministry of Finance  
    Email: yaolicheng@mof.gov.cn, guanxiuzhen@mof.gov.cn, wujianjun5168@yahoo.com

Mr. Zheng Chiping, Director  
Ms. Xiao Jun, Deputy Director  
Division I. Foreign Fund Utilization Department  
National Development and Reform Commission  
Email: zhengcp@ndrc.gov.cn, xiaoj@ndrc.gov.cn

Mr. Zhang Jian,  
Director, Gansu Finance Department  
Email: gsshxx@163.com

Ms. Ning Xiaoli,  
Deputy Director of Gansu Provincial PMO  
Gansu Provincial DRC  
Email: gspmo@126.COM