Dear Mr. Chen:

We refer to the Loan Agreement dated September 2, 2011 between the People’s Republic of China (the Borrower) and the International Bank for Reconstruction and Development (the Bank) and the Project Agreement of the same date between the Bank and Shandong Province, both for the above-referenced project (the Project), as amended thereof.

We also refer to the letter from the Ministry of Finance, dated March 15, 2018, requesting the restructuring of the Project, which requires certain amendments to the Loan Agreement. We are pleased to inform you that the Bank concurs with the request and:

(A) has established **December 31, 2018** as the later date for purposes of IV.B.2 of Schedule 2 of Schedule 2 to the Loan Agreement; and

(B) proposes to amend the withdrawal table in Section IV.A.2 of Schedule 2 to the Loan Agreement to read as set out in the Annex to this amendment letter.

Except as specifically amended by this amendment letter, all other provisions of the Loan Agreement shall remain in full force and effect.
Please confirm your agreement to the amendments proposed under paragraph (B) above on behalf of the Borrower by signing and dating the form of confirmation set forth below, and returning one fully countersigned original of this amendment letter to us and retaining one original for your records. This amendment letter shall become effective as of the date of the countersignature (except for the provision related to the extension of the Closing Date under paragraph (A) above, which shall become effective upon dispatch of this amendment letter to the Borrower), upon receipt by the Bank of: (a) a duly countersigned original of this letter by the authorized representative of the Borrower; and (b) evidence acceptable to the Bank that the Subsidiary Loan Agreements between Shandong and the Project Implementing Units have been amended in a manner consistent with this amendment letter.

Yours sincerely,

[Signature]
Bert Hofman
Country Director, China

CONFIRMED:
PEOPLE’S REPUBLIC OF CHINA

By: [Signature]
Authorized Representative

Name: ____________________________

Title: ______________________________

Date: April 2, 2018
# ANNEX

**Loan No. 8059-CN**  
Revised Withdrawal Table

<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) Goods (including supply and installation) for Sub-projects under Part A of the Project for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Rongshihua</td>
<td>80,699,366.71</td>
<td>80%</td>
</tr>
<tr>
<td>(b) Guotai</td>
<td>45,712,000.00</td>
<td>80%</td>
</tr>
<tr>
<td>(c) Luxin Energy</td>
<td>7,153,633.29</td>
<td>80%</td>
</tr>
<tr>
<td>(2) Goods (including supply and installation) and works under Part B of the Project</td>
<td>10,632,375.79</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Consultants services, and Training, Study Tours, and Workshops under Part C of the Project</td>
<td>150,000.00</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Front-end Fee</td>
<td>375,000.00</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>(5) Premium for Interest Rate Cap or Interest Rate Collar</td>
<td>0.00</td>
<td>Amount payable pursuant to Section 2.07(e) of this Agreement and Section 4.05(c) of the General Conditions</td>
</tr>
<tr>
<td>(6) Amount Cancelled as of September 12, 2016</td>
<td>5,277,624.21</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>150,000,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
CC:  Ms. Ye Jiandi, Director
     Mr. Zhang Lei, Deputy Director
     IFI Division I, International Economic and Financial Cooperation Department
     Ministry of Finance
     Beijing, People’s Republic of China

     Mr. Li Junyuan, Director
     Mr. Feng Baoshan, Director
     Loan Division 1, Foreign Capital Utilization Department
     National Development and Reform Commission
     Beijing, People’s Republic of China

     Mr. Xue Zhaowei, Director
     Shandong Provincial Development and Reform Commission
     Jinan, People’s Republic of China

     Mr. Li Xuechun, Director
     Foreign Department and Financing Division
     Shandong Provincial Finance Bureau
     Jinan, People’s Republic of China