June 27, 2017

Mr. Chen Shixin
Director-General
International Economic
and Financial Cooperation Department
Ministry of Finance
Beijing
People’s Republic of China

China: Urumqi Urban Transport Project II
(Loan No. 8568-CN)
Amendment to Loan Agreement

Dear Mr. Chen:

We refer to the Loan Agreement (the Loan Agreement) dated February 26, 2016 between the People’s Republic of China (the Borrower) and the International Bank for Reconstruction and Development (the Bank), for Urumqi Urban Transport Project II (the Project).

We also refer to the letter from the Ministry of Finance, dated November 18, 2016, requesting a restructuring of the Project, which requires amendment to the Loan Agreement. On the basis of the foregoing, we are pleased to inform you that the Bank concurs with the request, and accordingly agrees to amend the Loan Agreement as follows:

- The table in Section IV.A.2 of Schedule 2 is hereby amended to read as set forth in the Annex to this amendment letter.

Except as specifically amended in this 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. This amendment letter shall become effective as of the date of the countersignature of this amendment letter, prepared further to the above-mentioned request, upon receipt by the Bank of a duly countersigned original of this letter by the authorized representative of the Borrower.

Yours sincerely,

Bert Hofman
Country Director, China
CONFIRMED:
PEOPLE'S REPUBLIC OF CHINA

By: Wang Zhaoying
Authorized Representative

Name: Wang Zhaoying
Title: Deputy Director General, Department of International Economic and Financial Cooperation

Date: 07/27/2017
Ministry of Finance
### Revised Withdrawal Table for Loan No. 8568-CN
China: Urumqi Urban Transport Project II

<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) Civil works, goods, non-consulting services, consultant services, Training and Workshops, and Incremental Operating Costs under Parts A, B, C and D of the Project</td>
<td>138,790,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Commitment Charge</td>
<td>860,000</td>
<td>Amount payable pursuant to Sections 2.04 of this Agreement in accordance with Section 2.07(c) of the General Conditions</td>
</tr>
<tr>
<td>(3) Front-end Fee</td>
<td>350,000</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>(4) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 2.08(c) of this Agreement</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>140,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
cc: Mr. Ma Yilei
   Vice Mayor
   Urumqi, Xinjiang Autonomous Region
   People's Republic of China