Mr. Zhou Zhongxuan  
Vice Governor  
Liaoning Provincial Government  
No. 45-9, Beiling Avenue  
Shenyang, Liaoning Province  
People’s Republic of China

Re: People’s Republic of China: Liaoning and Shandong  
Technical and Vocational Education and Training Project (Loan 7918-CN)  
Amendment to the Liaoning Project Agreement

Dear Mr. Zhou:

We refer to the Project Agreement between the International Bank for Reconstruction and Development (the “Bank”) and Liaoning Province dated August 9, 2010 (the “Liaoning Project Agreement”), and to the Loan Agreement of the same date between the People’s Republic of China (the “Borrower”) and the Bank (the “Loan Agreement”) for the Liaoning and Shandong Technical and Vocational Education and Training Project. We also refer to the letter from Mr. Zheng Quan, Deputy Director-General, International Department, Ministry of Finance dated September 15, 2014 as well as to recent discussions between the Borrower and the Bank teams, requesting certain amendments to the Loan Agreement and Project Agreements.

We are pleased to inform you that the Bank concurs with the request, and accordingly amends the Liaoning Project Agreement as set forth below, and the Loan Agreement as provided in the letter of even date herewith from the Bank to the Borrower (the “Letter of Amendment to the Loan Agreement”):

1. The Project Development Objective indicator referred to in the Annex to Schedule of the Liaoning Project Agreement is amended to read as follows (emphasis added):

   “Project Outcome Indicators
   (1) Percentage of graduates who pass skill certification exams (middle and high level)
   (2) Percentage of graduates finding initial employment within 6 months in the specialties in which they were trained
   (3) Improved trainee and employer satisfaction”

Except as specifically amended in this letter, all other terms and conditions of the Liaoning Project Agreement shall remain in full force and effect.

Please confirm your agreement to the foregoing on behalf of Liaoning Province 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 Project Agreement shall become effective as of the date of this letter, and upon receipt by the Bank of:

(a) a duly countersigned original of this letter by the authorized representative of Liaoning
Province; and (b) a duly countersigned original of the amendment to the Loan Agreement by the authorized representative of the Borrower.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Bert Hofman
Country Director, China
East Asia and Pacific Region

CONFIRMED:
LIAONING PROVINCE

By:

Authorized Representative

Name: __________________________

Title: Vice Governor, Liaoning provincial Government

Date: __________________________

Copy to:
Mr. Yang Shaolin
Director General
International Economic and Financial Cooperation Department
Ministry of Finance
People’s Republic of China

Mr. Chen Guangjun
Director General
Liaoning Provincial Finance Bureau
People’s Republic of China