Dear Mr. Zheng,

Re: China: Agriculture Technology Transfer Project (Loan No. 4773-CHA)
Extension of Loan Account Closing Date and Reallocation of Loan Proceeds

Amendment to the Loan Agreement

We 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 7, 2005 (the “Loan Agreement”) for the above-referred Project (the “Project”). We also refer to the letters dated September 9, 2009 and July 19, 2010, requesting the Bank to extend the Closing Date and to reallocate the proceeds of the above-referenced Loan.

We are pleased to inform you that the Bank, after due consideration, has agreed with your request. Accordingly, the Loan Agreement is amended as follows:

The Closing Date in Section 2.03 of the Loan Agreement shall be amended to read “December 31, 2011”.

The table in paragraph 1 of Schedule 1 to the Loan Agreement is amended to read as set out in the Attachment to this 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. The above amendment to the Loan Agreement shall become effective as of the date of this letter upon receipt by the Bank of a duly countersigned original of this letter by the authorized representative of the Borrower.

Sincerely yours,

/s/ Elaine Sun
Elaine Sun

ACTING COUNTRY DIRECTOR, CHINA
EAST ASIA AND PACIFIC REGION

CONFIRMED:
PEOPLE’S REPUBLIC OF CHINA

By:  /s/ Zheng Xiaosong
      Authorized Representative

Name:  Zheng Xiaosong
Title:  Director-General of International Department
Date:  Dec. 28th, 2010
Attachment

SCHEDULE 1

Withdrawal of the Proceeds of the Loan

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in Dollars)</th>
<th>% of Expenditures to be financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works</td>
<td>21,000,000</td>
<td>50%</td>
</tr>
<tr>
<td>(2) Goods</td>
<td>49,000,000</td>
<td>100% of foreign Expenditures, 100% of Local expenditures, (ex-factory cost) and 75% of local expenditures for items procured locally</td>
</tr>
<tr>
<td>(3) Sub-grants for Sub-Projects</td>
<td>20,000,000</td>
<td>100% of amount of Sub-grants disbursed</td>
</tr>
<tr>
<td>(4) Consultants’ Services</td>
<td>1,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Training and study tours</td>
<td>8,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Front-end Fee</td>
<td>500,000</td>
<td>Amount due under Section 2.04 of this Agreement</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
Cc: Mr. Wang Yanning  
   Director, IFI Division I  
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   Ministry of Finance  
   Beijing, China  
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