Ms. Zou Jiayi  
Director General  
International Department  
Ministry of Finance  
Sanlihe  
Beijing 100820  
People’s Republic of China  
Fax: 68551125

Dear Ms. Zou:

Re: China: Guiyang Transport Project (Loan No. 4881-CHA)  
Amendment to the Loan Agreement

We refer to the Loan Agreement (Agreement) between the People’s Republic of China (the “Borrower”) and the International Bank for Reconstruction and Development (the “Bank”) dated March 18, 2008, as amended (the “Loan Agreement”), to assist in the financing of the above-captioned Project (the “Project”). We also refer to our discussions with Guiyang Municipality (the “Project Implementing Entity”) during the implementation support mission held from October 8 to October 12, 2012, and the letter from Mr. Yang Yingming, Deputy Director-General, International Department, dated on November 27, 2012, on behalf of the Borrower, requesting the Bank to amend a number of provisions of the Loan Agreement.

We are pleased to inform you that the Bank, after due consideration, agrees with your request, and accordingly, proposes the following amendments to the Loan Agreement:

1. Paragraph A of Section IV of the Schedule 2 to the Loan Agreement is amended to read as set out in the Attachment to this letter.

2. The Closing Date of the Loan in paragraph B.2 of Section IV of the Schedule 2 to the Loan Agreement is amended to read “December 31, 2013”.

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 amendments to the Loan Agreement shall become effective as of the date of this letter upon receipt by the Bank of (1) a duly countersigned original of this letter by the authorized representative of the Borrower,
and (ii) the copy of the letter amending the Project Agreement duly countersigned by the authorized representative of the Project Implementing Entity.

Sincerely yours,

[Signature]

Klaus Rohland
Country Director, China
East Asia and Pacific Region

CONFIRMED:
PEOPLE'S REPUBLIC OF CHINA

By: [Signature]
Authorized Representative

Name: Yong Yingming
Title: Deputy Director General, Ministry of Finance
Date: Dec. 21, 2012
SCHEDULE 1

Withdrawal of the Proceeds of the Loan

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank shall specify by notice to the Borrower (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions) to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category, inclusive of taxes subject to the provisions of Section 2.06 of the General Conditions.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (in USD)</th>
<th>Percentage of Expenditures to be financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Civil works:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) under Part A of the Project</td>
<td>50,797,652.74</td>
<td>60%</td>
</tr>
<tr>
<td>(b) under Part B of the Project</td>
<td>34,420,000.00</td>
<td>100%</td>
</tr>
<tr>
<td>(c) under Part B, for Part B-2</td>
<td>3,900,000.00</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods and Consultants’ services under Part A of the Project</td>
<td>7,970,000.00</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, consultants’ services and training under Part C of the Project</td>
<td>1,065,457.63</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Interest</td>
<td>1,596,889.63</td>
<td>Amount payable pursuant to Section 2.07 of this Agreement</td>
</tr>
<tr>
<td>(5) Front-end Fee</td>
<td>250,000.00</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>Total</td>
<td>100,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>
CC:

Mr. Yao Licheng, Director  
Ms. Guan Xiuzhen, Director  
IFI Division, International Department  
Ministry of Finance  
Beijing, China  
Fax No: 010-6855-1125

Mr. Zheng Chiping, Director  
Ms. Xiaojun, Deputy Director  
Loan Division I, Foreign Capital Utilization Department  
National Development and Reform Commission  
Beijing, China  
Fax No: 010-6850-2978

Mr. Liu Zhanshan, Director  
Integrated Transport Planning Division  
Comprehensive Planning Department  
Ministry of Transport  
Beijing, China  
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Ms. Wu Zhongping, Division Chief  
Division of Foreign Economy  
Guizhou Provincial Finance Bureau  
Guiyang, Guizhou Province, China  
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Ms. Chen Tingting, Director  
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Mr. Ruan Shouguang, Division Chief  
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