Dear Mr. Zheng:

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 (the “Loan Agreement”) for the above-referred Project (the “Project”). We also refer to discussions held during the implementation supervision mission held during September 26-30, 2011, and your letter dated February 21, 2012 requesting the Bank to amend some provisions of the Agreement.

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:

1. Part B of the Project in Schedule 1 shall be amended to read as follows:

“Part B: Rural Transport

1. Construction and rehabilitation of about 10 selected rural road segments to Class III or Class IV national technical standard of the Ministry of Transport of the Borrower with an aggregate length of about 258.3 kms (168.3 kms of main roads and 90 kms of access roads) and construction of about 9 rural bus stations to Class IV and Class V national standard of the Ministry of Transport of the Borrower and one rural freight depot.

2. Construction and rehabilitation of 1 rural road segment to Class IV national technical standard of the Ministry of Transport of the Borrower with an aggregate length of about 11.8 kms and construction of about 6 rural bus stations to Class IV and Class V national standard of the Ministry of Transport of the Borrower.”

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

3. Paragraph 8 in Section I in the Appendix shall be amended to read as follows:

“8. “Guiyang Project Management Office” or “GPMO” means the project management office established within the Guiyang Municipal Communications Bureau for (i) the purpose of managing the Project and providing oversight of Guiyang Tongyuan Road Company’s implementation of the Project; and (ii) for carrying out directly Part B-2 of the Project.”
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,

Kofi Awanyo
Acting Country Director, China

CONFIRMED:
PEOPLE'S REPUBLIC OF CHINA
By: [Signature]
Authorized Representative
Name: Mr. Zheng Xiaosong
Title: Director General, International Dept.
Date: March 7, 2013
SCHEDULE 1
Withdrawal of the Proceeds of the Loan

<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</td>
<td>60%</td>
</tr>
<tr>
<td>(c) under Part B, for Part B-2</td>
<td>3,900,000</td>
<td>80%</td>
</tr>
<tr>
<td>(2) Goods and Consultants’ services under Part A of the Project</td>
<td>7,970,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, consultants’ services and training under Part C of the Project</td>
<td>1,031,700</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Interest</td>
<td>1,630,647.26</td>
<td>Amount payable pursuant to Section 2.07 of this Agreement</td>
</tr>
<tr>
<td>(5) Front-end Fee</td>
<td>250,000</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><strong>Total</strong></td>
<td><strong>100,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
Copy to:

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