

**OFFICIAL
DOCUMENTS**

LOAN NUMBER 8485-CN

Loan Agreement

(Yunnan Highway Asset Management Project)

between

PEOPLE'S REPUBLIC OF CHINA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated *June 10*, 2015

LOAN AGREEMENT

Agreement dated June 10, 2015, between PEOPLE'S REPUBLIC OF CHINA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of one hundred and fifty million Dollars (\$150,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (e) of the General Conditions.

- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to: (A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and (iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05 (c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.
- 2.09. (a) If on any given day, the Total Exposure exceeds the Standard Exposure Limit (as said terms are defined in sub-paragraphs (b)(ii) and (b)(iii) of this Section), the Borrower shall pay to the Bank a surcharge at the rate of one half of one percent (0.5%) per annum of the Allocated Excess Exposure Amount (as defined in sub-paragraph (b)(i) of this Section) for

each said day ("Exposure Surcharge"). The Exposure Surcharge (if any) shall be payable semi-annually in arrears on each Payment Date.

- (b) For purposes of this Section the following terms have the meanings set forth below:
- (i) "Allocated Excess Exposure Amount" means for each day during which the Total Exposure exceeds the Standard Exposure Limit, the product of: (A) the total amount of said excess; and (B) the ratio of all (or, if the Bank so determines, a portion) of the Loan to the aggregate amount of all (or the equivalent portions) of the loans made by the Bank to the Borrower and to other borrowers guaranteed by the Borrower that are also subject to an exposure surcharge, as said excess and ratio are reasonably determined from time to time by the Bank.
 - (ii) "Standard Exposure Limit" means the standard limit on the Bank's financial exposure to the Borrower which, if exceeded, would subject the Loan to the Exposure Surcharge, as determined from time to time by the Bank.
 - (iii) "Total Exposure" means for any given day, the Bank's total financial exposure to the Borrower, as reasonably determined by the Bank.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower's Representative is its Minister of Finance.

5.02. The Borrower's Address is:

Ministry of Finance
Sanlihe
Beijing 100820
People's Republic of China

Facsimile:
+861068552077

5.03. The Bank's Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

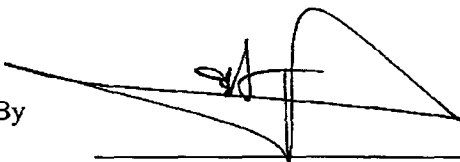
Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at Beijing, People's Republic of China, as of the day and year first above written.

PEOPLE'S REPUBLIC OF CHINA

By 
Authorized Representative

Name: Yang Yaoguang
Deputy Director General
Title: International Economic and
Financial Cooperation Department
Ministry of Finance
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By 
Authorized Representative

Name: Bart Hofmann
Title: Country Director - China

SCHEDULE 1

Project Description

The objective of the Project is to improve the efficiency and cost-effectiveness of highway asset management in Yunnan Province.

The Project consists of the following parts:

Part A: Highway Asset Management Improvement

1. Establishing an integrated highway asset management information system and related IT infrastructure, networks and systems in Yunnan Province, including through: (a) establishing a data management center, data exchange platform, a highway asset management system, and highway network monitoring and emergency command center; (b) upgrading existing highway information databases and management systems; and (c) upgrading and expanding YHB's existing IT infrastructure, networks and systems to operate the integrated highway asset management information system.
2. Providing and upgrading equipment and instruments for data collection, including vehicles for pavement condition data collection, bridge and tunnel inspection vehicles, permanent automatic traffic recording stations and portable counting sets, instruments and related software for monitoring landslides, large bridges and tunnels and overloading control stations, and portable maintenance inspection equipment (including inspection vehicles).
3. Strengthening the capacity of YHB to adopt and implement a highway asset management approach in its policies, business processes, decision-making and performance evaluation.

Part B: Maintenance and Emergency Response Capacities Enhancement

1. Strengthening the capacity of YHB to improve its performance management and evaluation system and indicators.
2. Providing equipment for road maintenance and emergency response, and constructing, upgrading and/or expanding facilities, at selected maintenance and emergency response centers and stations in Yunnan Province.

Part C: Pilot of Cost-Effective Maintenance Technologies

Implementing and applying pilot cost-effective highway maintenance materials and technologies in Yunnan Province including, *inter alia*, cold recycling of asphalt pavement for base course, modified asphalt chip seals, asphalt slurry seals and micro-surfacing.

Part D: Strengthening Institutional Capacity

1. Strengthening the capacity of YHB to develop and apply highway asset management best practices, and to operate and manage the integrated highway asset management system, including through: (a) reviewing and applying highway asset valuation best practices and accounting policies, including developing a highway asset valuation manual and accounting guidelines; (b) developing a highway maintenance manual; (c) conducting a highway safety study and providing recommendations to improve highway safety policy and management; and (d) developing and conducting training programs and study trips for YHB staff and management.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Financing Arrangements

1. To facilitate the carrying out of the Project, the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity under terms and conditions acceptable to the Bank, which shall include the following:
 - (a) the principal amount of the Loan made available shall be denominated in Dollars or any other Currency as the Loan may be converted from time to time through a Currency Conversion (such principal amount determined on the date, or respective dates, of withdrawal from the Loan Account) of the value of the currency or currencies so withdrawn;
 - (b) the principal amount so made available (including an amount equal to the fee paid pursuant to Section 2.03 of this Agreement and any premium for Interest Rate Caps or Interest Rate Collars paid pursuant to Section 2.08(c) of this Agreement and Section 4.05(c) of the General Conditions) shall be recovered over a period of 30 years, inclusive of a grace period of 5 years;
 - (c) the principal amount of the Loan made available shall be charged interest on the principal amount withdrawn and outstanding from time to time at a rate equal to the rate of interest applicable from time to time to the Loan pursuant to the provisions of Section 2.05 of this Agreement; and
 - (d) a Commitment Charge shall be charged equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
2. The Borrower shall cause the Project Implementing Entity to:
 - (a) manage, operate, monitor, transfer and reconcile the proceeds of the Loan made available to it under Section I.A.1 above, in accordance with arrangements and procedures satisfactory to the Bank;
 - (b) take all required actions, including provision of timely consents and approvals, as may be necessary to facilitate the utilization of said Loan proceeds and the implementation of the Project, and to enable the Borrower and the Project Implementing Entity to comply with their

respective undertakings under this Agreement and the Project Agreement; and

- (c) maintain all relevant records and documents related to the Loan and the Project and promptly provide such documents and records, including all other information, as may be requested by the Borrower or the Bank from time to time.

B. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Safeguards

1. The Borrower shall, and shall cause the Project Implementing Entity to, implement the Project in accordance with the Safeguards Instruments and Section I.C of the Schedule to the Project Agreement.
2. To the extent of any inconsistency between the provisions of the Safeguards Instruments and the provisions of this Agreement and/or the Project Agreement, the provisions of this Agreement and/or the Project Agreement (as the case may be) shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Borrower shall cause the Project Implementing Entity to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank as these are set forth in the Results Framework. Each Project Report shall cover the period of one calendar semester and shall be furnished to the Bank not later than sixty (60) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall cause the Project Implementing Entity to prepare and furnish to the Bank, as part

of the Project Reports, not later than sixty (60) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Bank.

3. The Borrower shall cause the Project Implementing Entity to have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Project Implementing Entity. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period. The Borrower shall make, or cause the Project Implementing Entity to make, the audited Financial Statements publicly available in a timely fashion and in a manner acceptable to the Bank.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for

those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional provisions set forth in the box below; (b) Shopping; (c) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Bank; and (d) Direct Contracting.

The procedures applicable to the procurement of goods, works, and non-consulting services under contracts awarded on the basis of National Competitive Bidding ("NCB") shall be the open tendering procedures set forth in the Borrower's Law on Tendering and Bidding promulgated by its Order No. 21 dated August 30, 1999; provided, however, that such procedures shall be subject to the provisions of Section I, Paragraphs 3.3 and 3.4 of Section III, and Appendix 1 of the Procurement Guidelines, and the additional provisions in the following. In the event of a conflict between the Borrower's procedures and these NCB Procedure Modifications, the latter shall govern.

- (i) Eligibility to participate in a procurement process and to be awarded a Bank-financed contract shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for such contract for reasons other than those provided in Section I of the Procurement Guidelines. No restriction based on nationality of bidders and/or origin of goods shall apply, and foreign bidders shall be allowed to participate in NCB without application of restrictive conditions.
- (ii) All invitations to prequalify or bid shall be advertised in a national newspaper of wide circulation in the Borrower's country, or on a widely used website / electronic portal with free national and international access acceptable to the Bank except for goods or non-consulting services contracts that are estimated to cost less than \$300,000 equivalent each, or works contracts that are estimated to cost less than \$2,000,000 each, which may be advertised in a provincial daily newspaper. Such advertisement shall be made in sufficient time for prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses. In any event, a minimum of thirty (30) days shall be given to bidders between the date of such advertisement (or the date of availability of bidding documents, whichever is later) and the deadline for the submission of bids, and the advertisement and bidding documents shall specify the deadline for the submission of bids. In the case of such advertisement on a website / electronic portal, the notice shall remain readily accessible nationally and internationally until at least the deadline for the submission of bids. Potential bidders shall be allowed to inspect and purchase bidding documents at any time prior to the deadline for the submission of bids.
- (iii) Standard Bidding Documents acceptable to the Bank shall be used.

- (iv) Qualification requirements of bidders and the method of evaluating the qualification of each bidder shall be specified in detail in the bidding documents.
- (v) Prequalification procedures and documents acceptable to the Bank shall be used for large, complex and/or specialized works. Verification of the information upon which a bidder was prequalified, including current commitments, shall be carried out at the time of contract award, along with the bidder's capability with respect to personnel and equipment. All bidders that meet the qualification criteria set out in the pre-qualification documents shall be allowed to bid, and there shall be no limit on the number of pre-qualified bidders. Where pre-qualification is not used, the qualification of the bidder who is recommended for award of contract shall be assessed by post-qualification, applying the qualification criteria stated in the bidding documents.
- (vi) Registration shall not be used to assess bidders' qualifications. A bidder shall not be required to register as a condition for inspecting or purchasing bidding documents, submitting its bid or receiving contract award. A bidder determined to be the lowest evaluated responsive bidder, shall be given reasonable opportunity of registering (if required) before contract signing without any let or hindrance. Bidding shall not be restricted to any particular class of contractors, and non-classified contractors shall also be eligible to bid.
- (vii) No margins of preference of any sort shall be given to bidders, such as on the basis of their location, place of incorporation, or affinity with the geographical area in which the Project activities will take place.
- (viii) All bidders who are awarded contracts for works and single-responsibility contracts shall be required to provide performance security in an amount sufficient to protect the Borrower or the Project Implementing Entity / Entities, as the case may be, in case of breach of contract by the contractor, and the bidding documents shall specify the required form and amount of such security and any other potential damages for such breach.
- (ix) Bidders shall be allowed to submit bids by mail or in person.
- (x) All bids shall be opened in public; all bidders shall be offered an opportunity to be present (either in person or through their representatives) at the time of bid opening, but bidders shall not be required to be present at the bid opening.
- (xi) All bid evaluation criteria shall be disclosed in the bidding documents and quantified in monetary terms or expressed in the form of pass/fail

requirements.

- (xii) No bid may be rejected solely on the basis that the bid price exceeds any cost estimate or falls outside any margin or bracket of prices or average bids established by the Borrower or the Project Implementing Entity / Entities, as the case may be. Rejection of all bids or re-bidding shall not be allowed solely because the number of bids is less than three (3), and rejection of all bids or rebidding shall not take place without the Bank's prior written agreement.
- (xiii) Each contract shall be awarded to the lowest evaluated responsive bidder, that is, the bidder who meets the appropriate standards of capability and resources and whose bid has been determined: (A) to be substantially responsive to the bidding documents; and (B) to offer the lowest evaluated cost. The winning bidder shall not be required, as a condition of award, to undertake responsibilities for work or to assume other obligations not stipulated in the bidding documents or otherwise to modify the bid as originally submitted. No negotiations shall be permitted except with the Bank's no-objection.
- (xiv) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Bank's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.
- (xv) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Bank's policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance.
- (xvi) Government-owned enterprises in the Borrower's country may be permitted to bid or submit a proposal of goods, works, or non-consulting services if they can establish that they: (A) are legally and financially autonomous; (B) operate under commercial law; and (C) are not a dependent agency of the agency conducting the procurement.
- (xvii) Matters such as subcontracting, joint venture relationships and assignment of contract shall be handled in accordance with the bidding documents.
- (xviii) The results of bid evaluation and contract award shall be published in the national or provincial press (as provided under paragraph (ii) above) or official gazette or a free and open-access website and shall identify: (A) the name of each bidder who submitted a bid; (B) bid prices as read out at bid opening; (C) the name of the bidder, and the evaluated price, of each bid that was evaluated; (D) the names of bidders whose bids were either rejected as non-responsive or not meeting qualification criteria, or not evaluated, with the reasons therefor;

and (E) the name of the winning bidder and the final total contract price, as well as the duration and summary scope of the contract. Such publication shall be within two (2) weeks of receiving the Bank's no-objection to the award recommendation for contracts subject to the Bank's prior review, and within two (2) weeks of the Borrower or the Project Implementing Entity's award decision for contracts subject to the Bank's post review. The bidding documents shall disclose the newspaper in which and / or the electronic means by which the information on contract award will be published.

- (xix) The Borrower or the Project Implementing Entity / Entities, as the case may be, shall have in place an effective and independent protest mechanism for bidders to protest. The bidding documents shall provide the professional title and address of the official to whom such protests should be sent.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection based on Consultants' Qualifications; (c) Single-source Selection of consulting firms; (d) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (e) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, 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.

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants' services, Training and Incremental Operating Costs (except for those covered under Category (2) below)	132,380,000	100%
(2) Goods, non-consulting services, consultants' services and Training for Parts A.1(b) and D.1(d) of the Project	6,220,000	100%
(3) Interest and other charges on the Loan accrued on or before the last Payment Date immediately preceding the Closing Date	11,025,000	Amount payable pursuant to Sections 2.04 and 2.05 of this Agreement in accordance with Section 2.07 (c) of the General Conditions
(4) Front-end Fee	375,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(5) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 2.08(c) of this Agreement
TOTAL AMOUNT	150,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$30,000,000 may be made for payments made prior to this date but on or after January 1, 2015, for Eligible Expenditures; or
 - (b) under Category (2) unless and until the Bank has notified the Borrower and the Project Implementing Entity of the Bank's receipt of evidence, satisfactory to the Bank, that the Subsidiary Agreements have been entered into between the Project Implementing Entity and the Project Implementing Agencies.
2. The Closing Date is December 31, 2020.

SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (expressed as a percentage)
15 May 2020	1.03%
15 November 2020	1.06%
15 May 2021	1.08%
15 November 2021	1.11%
15 May 2022	1.14%
15 November 2022	1.17%
15 May 2023	1.19%
15 November 2023	1.22%
15 May 2024	1.26%
15 November 2024	1.29%
15 May 2025	1.32%
15 November 2025	1.35%
15 May 2026	1.39%
15 November 2026	1.42%
15 May 2027	1.46%
15 November 2027	1.49%

15 May 2028	1.53%
15 November 2028	1.57%
15 May 2029	1.61%
15 November 2029	1.65%
15 May 2030	1.69%
15 November 2030	1.73%
15 May 2031	1.77%
15 November 2031	1.82%
15 May 2032	1.86%
15 November 2032	1.91%
15 May 2033	1.96%
15 November 2033	2.01%
15 May 2034	2.06%
15 November 2034	2.11%
15 May 2035	2.16%
15 November 2035	2.22%
15 May 2036	2.27%
15 November 2036	2.33%
15 May 2037	2.39%
15 November 2037	2.45%
15 May 2038	2.51%
15 November 2038	2.57%
15 May 2039	2.63%
15 November 2039	2.70%
15 May 2040	2.77%
15 November 2040	2.84%

15 May 2041	2.91%
15 November 2041	2.98%
15 May 2042	3.05%
15 November 2042	3.13%
15 May 2043	3.21%
15 November 2043	3.29%
15 May 2044	3.37%
15 November 2044	2.96%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
 - (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
- 4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
- 5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

APPENDIX

Section I. Definitions

1. "Additional Resettlement Action Plans" or "Additional RAPs" means, collectively, the Project Implementing Entity's (as hereinafter defined) plans, to be prepared pursuant to the Resettlement Policy Framework (as hereinafter defined) and agreed with the Bank, setting forth the mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to carry out acquisition of land and other assets and compensation, resettlement, and rehabilitation, including livelihood restoration, of Displaced Persons (as hereinafter defined) under the Project beyond that foreseen in the Resettlement Action Plan (as hereinafter defined), as the same may be modified from time to time with the prior written agreement of the Bank, and such term includes any annexes, appendices, or schedules to such plans.
2. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
5. "Displaced Persons" means persons who, on account of the implementation of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; (iii) loss of income source or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons.
6. "Environmental Codes of Practice" or the acronym "ECOPs" means the detailed practices to address construction related impacts deriving from Project implementation, included in the EMP.
7. "Environmental Management Plan" or the acronym "EMP" means the environmental management plan prepared by the Project Implementing Entity, dated September 2014, and acceptable to the Bank, which sets out the environmental protection measures, including measures for the protection of

physical cultural resources, in respect of the Project, as well as the administrative and monitoring arrangements to ensure the implementation of said plan, and includes the ECOPs, as said plan may be revised from time to time with the prior mutual written concurrence of the Bank.

8. "Ethnic Minority Development Plan" means the Project Implementing Entity's ethnic minority development plan for the Project, dated September 2014, acceptable to the Bank, which sets out the policies and procedures for: (a) addressing potential temporary and permanent adverse impacts on ethnic minorities resulting, or likely to result, from implementation of the Project; and (b) involving concerned ethnic minorities, through a process of informed consultation and participation, in the design and implementation of relevant Project activities, as said plan may be revised from time to time with the prior mutual written concurrence of the Bank.
9. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated March 12, 2012, with the modifications set forth in Section II of this Appendix.
10. "Incremental Operating Costs" means the reasonable costs incurred by the Project Implementing Entity, for purposes of Project management and implementation based on the annual work plans and budgets approved in advance by the Bank, on account of office rental, supplies and consumables, utilities, bank charges, communications, mass media and printing services, interpretation and translation services, vehicle rental, operation, maintenance, and insurance, building and equipment maintenance, local transportation, domestic travel, lodging, and subsistence allowances, and salaries of contractual and temporary staff, but excluding salaries and any salary supplements of members of the Borrower's or the Project Implementing Entity's civil service.
11. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
12. "Procurement Plan" means the Borrower's procurement plan for the Project, dated January 23, 2015 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
13. "Project Implementing Agencies" means, collectively, the agencies that will enter into subsidiary agreements with the Project Implementing Entity for the purpose of implementing their Respective Parts of the Project, including Yunnan Highway Science and Technology Research Institute, Yunnan Transport Advanced Technician School and Yunnan Transport Vocational Technology

College, and "Project Implementing Agency" means, individually, any one of them.

14. "Project Implementing Entity" means the Borrower's Yunnan Province.
15. "Project Implementation Manual" means the Project Implementing Entity's implementation management manual for the Project dated September 2014, acceptable to the Bank, which sets out the policies and procedures for procurement, contract management, financial management and safeguards management, and includes the Safeguards Instruments, as such manual may be revised from time to time with the prior written mutual agreement of the Bank.
16. "Project Leading Group" means the leading group established by YHB on October 22, 2012 for the purpose of Project implementation, and referred to in Section I.A.1 of the Schedule to the Project Agreement, or any successor or successors thereto.
17. "Project Management Office" or the acronym "PMO" means the management office established by YHB on December 18, 2013 for the purpose of Project implementation, and referred to in Section I.A.1 of the Schedule to the Project Agreement, or any successor or successors thereto.
18. "Resettlement Action Plan" or "RAP" means any Project Implementing Entity's resettlement action plan to be prepared in accordance with the Resettlement Policy Framework, acceptable to the Bank, which sets out the: (i) principles and procedures governing the acquisition of land required for the Project; (ii) Displaced Persons as a result of Project activities; (iii) actions and measures for the payment of compensation to Displaced Persons and for their resettlement and rehabilitation; (iv) criteria and procedures for developing and implementing actions and measures for mitigating the adverse social impacts resulting from the implementation of Project activities; and (v) principles and procedures for consultation, grievance redress, reporting and monitoring requirements, as said plan may be revised from time to time with the prior mutual written agreement of the Bank.
19. "Resettlement Policy Framework" means the Project Implementing Entity's resettlement and rehabilitation policy framework for the Project, dated September 2014, acceptable to the Bank, which sets out the policies and procedures for addressing adverse temporary or permanent social impacts resulting, or likely to result, from the carrying out of the Project, including for the preparation of Resettlement Action Plans as may be required for Project activities, as said framework may be revised from time to time with the prior mutual written agreement of the Bank.

20. "Respective Part of the Project" means, in respect of:
- (a) Yunnan Highway Science and Technology Research Institute: activities under Part A.1(b) of the Project and technical support to YHB for the purpose of implementing Part C of the Project;
 - (b) Yunnan Transport Advanced Technician School: training activities under Part D.1(d) of the Project; and
 - (c) Yunnan Transport Vocational Technology College: training activities under Part D.1(d) of the Project.
21. "Results Framework" means the Project Implementing Entity's framework, dated February 3, 2015 and agreed with the Bank, setting forth the indicators and targets for purposes of monitoring and evaluation of the progress of the Project, as the same may be modified from time to time with the prior written agreement of the Bank, and such term includes any annexes, appendices, or schedules to such framework.
22. "Safeguards Instruments" means, collectively, the Resettlement Policy Framework, any Resettlement Action Plan and any Additional RAPs, the Ethnic Minority Development Plan, and the Environmental Management Plan (including the ECOPs).
23. "Subsidiary Agreement - YHSTRIP" means the agreement referred to in Section I.A.2 of the Schedule to the Project Agreement to be entered into between the Project Implementing Entity, through YHB, and the Yunnan Highway Science and Technology Research Institute, pursuant to the terms and conditions of the Annex to the Schedule to the Project Agreement, as the same may be amended from time to time with the prior written agreement of the Bank.
24. "Subsidiary Agreement - YTATS" means the agreement referred to in Section I.A.2 of the Schedule to the Project Agreement to be entered into between the Project Implementing Entity, through YHB, and the Yunnan Transport Advanced Technician School, pursuant to the terms and conditions of the Annex to the Schedule to the Project Agreement, as the same may be amended from time to time with the prior written agreement of the Bank.
25. "Subsidiary Agreement - YTVTC" means the agreement referred to in Section I.A.2 of the Schedule to the Project Agreement to be entered into between the Project Implementing Entity, through YHB, and the Yunnan Transport Vocational Technology College, pursuant to the terms and conditions of the

Annex to the Schedule to the Project Agreement, as the same may be amended from time to time with the prior written agreement of the Bank.

26. "Subsidiary Agreements" means, collectively, the Subsidiary Agreement – YTATS, the Subsidiary Agreement – YTVTC and the Subsidiary Agreement - YHSTRI.
27. "Training" means the costs of training activities under the Project, based on annual work plans and budgets approved by the Bank, and attributable to seminars, workshops, and domestic and overseas study trips, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.
28. "Yunnan Highway Bureau" or the acronym "YHB" means the Yunnan Provincial Highway Bureau, or any successor thereto.
29. "Yunnan Highway Science and Technology Research Institute" means Yunnan Province's Highway Science and Research Institute, an affiliated agency of YHB, established in 1985, dedicated to research and promote highway development, management, and maintenance technologies, or any successor thereto.
30. "Yunnan Province" means the Borrower's province of Yunnan, or any successor or successors thereto.
31. "Yunnan Transport Advanced Technician School" means Yunnan Province's Transport Advanced Technician School, an affiliated agency of Yunnan's Department of Transport, established in 1953, which provides training programs to technicians and operators on mechanical knowledge, safety, operation and maintenance of engineering equipment and vehicles, or any successor thereto.
32. "Yunnan Transport Vocational Technology College" means Yunnan Province's Transport Vocational Technology College, an affiliated agency of Yunnan's Department of Transport, established in 1952, which provides various training programs on highway engineering, including equipment, traffic information, transport and logistics, etc., or any successor thereto.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. In the **Table of Contents**, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
2. Section 3.01. (*Front-end Fee*) is modified to read as follows:

“Section 3.01. *Front-end Fee; Commitment Charge*

(a) The Borrower shall pay the Bank a front-end fee on the Loan amount at the rate specified in the Loan Agreement (the “Front-end Fee”).

(b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement (the “Commitment Charge”). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date.”
3. In the Appendix, **Definitions**, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth in paragraph 2 above.
4. The Appendix is modified by inserting a new paragraph 19 with the following definition of “Commitment Charge”, and renumbering the subsequent paragraphs accordingly:

“19. “Commitment Charge” means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b).”
5. Renumbered paragraph 21 (originally paragraph 20) of the Appendix (“Conversion Date”) is modified to read as follows:

“21. “Conversion Date” means, for a Conversion, the Execution Date or such other date as the Bank shall determine on which the Conversion enters into effect, as further specified in the Conversion Guidelines; provided that if the Loan Agreement provides for automatic Conversions into the Approved Currency upon withdrawal of amounts of the Loan, the Conversion Date shall be the date of withdrawal from the Loan Account of the amount in respect of which the Conversion has been requested.”

6. In the renumbered paragraph 49 (originally paragraph 48) of the Appendix, the definition of "Front-end Fee" is modified by replacing the reference to Section 3.01 with Section 3.01 (a).
7. In the renumbered paragraph 68 (originally paragraph 67) of the Appendix, the definition of the term "Loan Payment" is modified to read as follows:

"68. "Loan Payment" means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements or these General Conditions, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, interest at the Default Interest Rate (if any), the Commitment Charge, any surcharge, any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, the Variable Spread Fixing Charge (if any), any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower."
8. In the renumbered paragraph 73 (originally paragraph 72) of the Appendix, the definition of "Payment Date" is modified by deleting the word "is" and inserting the words "and Commitment Charge are" after the word "interest".