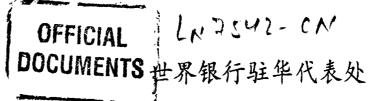
World Bank Office, Beijing



August 9, 2013

Ms. Zou Jiayi
Director-General
International Department
Ministry of Finance
Beijing, People's Republic of China

Dear Ms. Zou,

China: Gansu Cultural and Natural Heritage Protection and Development Project (Loan 75420 - CN) Amendment to Loan Agreement

We refer to the Loan Agreement between the People's Republic of China and the International Bank for Reconstruction and Development (the "Bank") dated May 28, 2008 for Gansu Cultural and Natural Heritage Protection and Development Project.

We also refer to the letter dated July 16, 2013 from Mr. Yang Yingming, Deputy Director-General, International Department, Ministry of Finance, requesting the Bank to reallocate Loan proceeds among different Categories and to extend the Project's Closing Date from December 31, 2013 to December 31, 2014.

We are pleased to inform you that the Bank concurs with the request, and therefore, the Loan Agreement is amended as set forth below:

- 1. The table in Section IV.A.2 of Schedule 2 is amended to read as set forth in Annex 1 to this Amendment Letter.
- 2. The Closing Date in Section IV.B.2 of Schedule 2 is amended to December 31, 2014.

Except as specifically amended in this Amendment 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 Amendment Letter upon

receipt by the Bank of a duly countersigned original of this letter by the authorized representative of the Borrower.

Yours sincerely,

Klaus Rohland

Country Director, China

CONFIRMED:

PEOPLE'S REPUBLIC OF CHINA

By:

Authorized Representative

Title: Deputy Director-General

Annex 1

Category	Amount of the Loan Allocated (expressed in US Dollars)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods and	5,080,000	90%
works for		
Project		
implementation	}	
in Jiuquan		
Municipality		
(2) Goods and		
works for		
Project	908,036	80%
implementation		
in Jiayuguan		
Municipality		
(3) Goods and	1,830,000	95%
works for		
Project		
Implementation		
in Zhangye		
Municipality		
(4) Goods and	4,380,000	99%
works for		
Project		
implementation		
in Baiyin		
Municipality		
(5) Goods and	6,150,000	99%
works for	j	
Project		
Implementation		
in Lanzhou		
Municipality	10.565.064	1000/
(6) Goods and	18,565,964	99%
works for		
Project		
implementation in Tianshui		
ł		
Municipality (7) Consultanta'	1 200 000	1000/
(7) Consultants'	1,390,000	100%
services,	<u> </u>	

training and workshops		
(8) Front-end Fee	96,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General conditions
TOTAL AMOUNT	38,400,000	

cc: Mr. Yao Licheng, Director

Ms. Guan Xiuzhen, Director

Mr. Wu Jianjun, Director

IFI Div. I. International Department

Ministry of Finance

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