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Asian Development Bank
New Subprojects for Xi’an Urban Road Network Improvement Project
Due Diligence Report

- New Construction Project for No.2 Company of Xi’an Public Transportation Corporation (East Xiaozhai Road Bus Parking Lot)
- East Fucun Road Parking Lot Project
- Parking lot project of Xi’an Xigao Public Transportation Co., Ltd. (Xigao Bus Parking Lot)

Management Office for Xi’an Urban Road Network Improvement Project
October 2016
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Based on the initial proposal of Xi’an Urban and Rural Construction Commission and Xi’an Urban Infrastructure Construction Investment Group Co., Ltd., three new subprojects – new construction project for No.2 Company of Xi’an Public Transportation Corporation (East Xiaozhai Road Bus Parking Lot), East Fucun Road Parking Lot Project and Parking lot project of Xi’an Xigao Public Transportation Co., Ltd. (Xigao Bus Parking Lot) may replace the original subprojects with ADB loans including Kunming Road and Fengcheng 8th Road-Beichen Avenue Interchange. As required by the memorandum of ADB delegation on July 1, 2016 and October 24, 2016, the present due diligence report for land acquisition and resettlement was prepared before alteration of project content.

I. New construction project for No.2 Company of Xi’an Public Transportation Corporation (East Xiaozhai Road Bus Parking Lot)

The original site of No.2 Company of Xi’an Public Transportation Corporation is located within the planning scope of comprehensive reconstruction area of Xingfu Road and at No.35, North Wanshou Road in the eastern suburbs, covering an area of 39.2mu. As a unit involved in land acquisition project of Xingfu Forest Belt, No.2 Company of Xi’an Public Transportation Corporation shall be relocated for comprehensive reconstruction of Xingfu Road area.

The new site for No.2 Company of Xi’an Public Transportation Corporation, namely new construction project for the No.2 Company of Xi’an Public Transportation Corporation (East Xiaozhai Road Bus Parking Lot), is located north of Changying Road and west of extension line of Jiushi Road within the scope of East Xiaozhai. Net land area planned for the project is 70mu and the total building area is 61,905.27m², including 57,076.46m² of ground buildings and 4,828.81m² of underground buildings. The project will be constructed in two phases, of which parking building and maintenance shop are

\[ 1 \text{ mu} = 666.667 \text{ m}^2 \]
planned to be completed in phase I from September 2017 to March 2019, with construction funds from the ADB loan.

**Figure 1 Land scope and coordinates**

1. **Land acquisition background**

   *Investment Plan for Xi’an Urban Construction & Maintenance Project in 2015* is approved by Shi Jian Fa [2015] No.1 Document, of which, Xingfu Forest Belt reconstruction project includes subprojects of new construction for No.2 Company and No.3 Company (public transportation hub and parking lot of Changying Road and Dongfang Factory). The document indicates that the Xingfu Forest Belt Management Committee takes charge of the land acquisition and building demolition. The new construction project proposed for No.2 Company of Xi’an Public Transportation Corporation is a part of the East
Changying Road public transportation hub and parking lot project and thus its land acquisition and demolition are synchronized with that of the East Changying Road public transportation hub and parking lot project. The East Changying public transportation hub and parking lot project starts from the extension section of Jiushi Road in the east and Planning Road in the north, and reaches Zhang’er Village in the west and extension section of East Changying Road in the south, covering an area of 155.676mu.

On June 19, 2015, Xi’an City Planning Bureau indicated the nature of 155.676mu reserved land north of East Changying Road, west of Jiushi Road, East of Zhang’er Village, and north of Planning Road, including 17.457mu of greenbelt, 39.745mu of road, and 98.474mu of net land used for administrative office, and transport facilities, according to the overall planning for comprehensive reconstruction of Xingfu Road area.

On June 26, 2015, Xincheng Branch of Xi’an Land Resources Bureau defined in Shi Guo Tu Xin Han [2015] No.6 Document that the above parcel of land is state-owned. Its utilization for building municipal facilities conforms to the overall planning for urban land utilization.

2. Influence of land acquisition and building demolition

Demolition for new construction project of the No.2 Company of Xi’an Public Transportation Corporation (East Xiaozhai Road Bus Parking Lot) involves three companies: Xi’an Beifang Huashan Electromechanical Co., Ltd., Xi’an Branch of Shaanxi Tobacco Company, and Xi’an Green Forest Real Estate Development Co., Ltd.. The occupied areas are shown in Table 1. The three enterprises cover an area of 100.41mu in total, which includes the 70mu land for new construction project for the No.2 Company of Xi’an Public Transportation Corporation (East Xiaozhai Bus Parking Lot).

Buildings of the affected enterprises were rented as warehouse and not used by the three enterprises themselves. Hence, most of the affected people were
There were 69 tenants in total and the number of tenants for each enterprise is shown in Table 1. The duration of rental housing contracts are different and more of those are short-term ones. Tenant and lesser negotiate about the payment time, which usually is once a year or once half a year. Some tenants also pay the rent monthly or quarterly. Termination date of most contracts is 2018. Before the acquisition decision, the lesser has discussed with the involved tenants and the tenancy contracts have been terminated. These tenants have enough time to find proper buildings along Huashan plant railway as their warehouses, without affecting their business. They have resettled appropriately, and no relocation related dispute occurred during the period.

Table 1 Impact of land acquisition and demolition for new construction project for the No.2 Company of Xi’an Public Transportation Corporation (East Xiaozhai Bus Parking Lot) on enterprises

<table>
<thead>
<tr>
<th>Name of enterprise</th>
<th>Nature of land</th>
<th>Total occupied area (mu)</th>
<th>Affected tenant Enterprises</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xi’an Beifang Huashan Electromechanical Co., Ltd.</td>
<td>State-owned</td>
<td>60.4</td>
<td>14 tenants</td>
</tr>
<tr>
<td>Xi’an Branch of Shaanxi Tobacco Company</td>
<td>State-owned</td>
<td>24.3</td>
<td>15 tenants</td>
</tr>
<tr>
<td>Xi’an Green Forest Real Estate Development Co., Ltd.</td>
<td>State-owned</td>
<td>15.71</td>
<td>40 tenants</td>
</tr>
<tr>
<td>total</td>
<td></td>
<td>100.41</td>
<td>69 tenants</td>
</tr>
</tbody>
</table>

3. Public participation and information disclosure

From July 29 to August 4, 2015, Xi’an Xincheng District Management Office for House Acquisition on State-owned Land investigated and registered the houses on state-owned land within the construction scope of East Changying Road urban public transportation hub and parking lot, and announced the result on September 1, 2015 in the Project office. The publication lasted from

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2 Tenants operated in model of wholesale, retail business, the main types of goods are beverages, home appliances, pharmaceuticals, stationery, spices, plastic products, etc.
3 The terms of the contract expressly stipulated: in case land use planning of the state or a superior of Party A, Party A shall notice Party B within two months and after receiving the notice, Party B shall move out with no other requirements within two months and the contract terminate automatically.
September 1 to September 16, 2015.

On September 22, 2015, the compensation and resettlement scheme (draft) for house acquisition of East Changying Road public transportation hub and parking lot construction project was demonstrated and modified; on September 30, 2015, the compensation and resettlement scheme (draft) was published in the Project office. The affected enterprises or tenants were also consulted for their opinions. The publication lasted from October 1 to October 30, 2015.

On November 13, 2015, the scheme (draft) consultation and the modification based on the opinions were published.

On February 16, 2016, Xi’an Housing Security and Management Bureau issued a letter of Xincheng District People’s Government on recording house acquisition of East Changying Road public transportation hub and parking lot construction project, and considered the basic documents were complete and procedures were legal before the decision on house acquisition, meeting the requirement for recording the decision. Therefore, the record was accepted.

4. Compensation standard

The compensation referred to the Notice of Xi’an Xincheng District People’s Government on Publication and Consultation of Compensation and Resettlement Scheme (Draft) for House Acquisition of East Changying Road Public Transportation Hub and Parking Lot Construction Project (Xin Zheng Gao Zi [2015] No.5), details as follows:

(1) Cash compensation

In case the affected people select cash compensation, compensation shall be calculated in accordance with the market evaluation price of similar real estate on the date of acquisition decision announcement as required by the Regulations, and additional subsidy – 20% of the estimated value of acquired house is given.

For the ancillary facilities (attachments) of acquired house, cash compensation shall be given based on the evaluated value.
(2) Exchange of property right

In case the affected people select to exchange the property right, the price difference between the internal building area of the house with property right to be exchanged and that of the acquired house shall be settled based on the evaluated value.

Housing price is not settled for the shared area.

When acquiring warehousing and office buildings, the exchanged houses are in the Changle New Town Resettlement Community. 10% of internal building area of the acquired house is awarded to each household/entity and housing price is not settled for the awarded part.

(3) Compensation for temporary resettlement

In case affected people select to transfer property right, before the exchange, the acquirer shall pay fees to the affected people and tenants of public houses according to the following provisions:

(I) In case house for office is acquired, 0.35% of evaluated value of the acquired house shall be paid monthly as temporary resettlement compensation.

(II) In case warehouse or other houses are acquired, 0.25% of evaluated value of the acquired house shall be paid monthly as temporary resettlement compensation. In case loss from shutdown and production suspension is caused, 0.1% of evaluated value of the acquired house shall be paid monthly as loss compensation.

The transition lasts for 30 months, which starts from the date when the affected people or tenants sign the agreement and give up the house.

For the time of exceeding the transition period agreed in the compensation agreement, 2 times of the original compensation rate for temporary resettlement and shutdown/production suspension losses shall be paid monthly since the month past due.

In case the affected people whose warehouses (business or processing houses) are acquired select cash compensation and shutdown/production
suspension losses are caused, 2% of evaluated value of the acquired house shall be paid as one-off compensation.

(4) Relocation allowance

(I) Relocation allowance is RMB 2,000 / household.

(II) Compensation for removal of fixed-line telephone, air conditioner, cable TV, broadband network, etc. shall be made based on the charging standard on the date of the decision announcement.

(III) Allowance for equipment removal shall be made in accordance with national, provincial and municipal regulations on freight price.

(5) Incentive fee

In case the affected people or tenants of public house are able to remove within 20 days since the date selected by real estate price evaluating authority, RMB 15,000 /household will be given as incentive fee. And for those who select cash compensation, RMB 15,000 /household will be given additionally. For those who sign the agreement and remove within 20-30 days, RMB 10,000 /household will be given; and for those who select cash compensation, RMB 10,000 shall be given additionally. No incentive will be given to those who don’t remove after 30 days.

5. Progress

Among the three enterprises affected by land acquisition and demolition, Xi’an Branch of Shaanxi Tobacco Company selected the compensation mode of housing replacement while the other two choose cash compensation.

In February 2015, the Xingfu Forest Belt Management Committee signed an agreement on purchase and storage of state-owned land with Xi’an Beifang Huashan Electromechanical Co., Ltd. It acquired 60.4mu of land, and paid RMB 100,600,000 as compensation in May 2015, which accounted for 100% of total account payables. In June 2015, the factory was demolished. As No.2 Company of Xi’an Public Transportation Corporation plans to use the office building of
Xi’an Beifang Huashan Electromechanical Co., Ltd. for work at the early stage, so the office building and two electricity rooms of Xi’an Beifang Huashan Electromechanical Co., Ltd., were remained and No.2 Company of Xi’an Public Transportation Corporation will demolish them when it needs.

In November 2015, the Xingfu Forest Belt Management Committee signed a cash compensation agreement for house acquisition on state-owned land in Xi’an with Xi’an Green Forest Real Estate Development Co., Ltd., and paid RMB 48.701 million as compensation, which accounted for 100% of the account payables. The demolition time was December 2015.

On October 14, 2016, the Xingfu Forest Belt Management Committee signed an agreement on compensation and property right exchange for house acquisition on state-owned land in Xi’an with Xi’an Branch of Shaanxi Tobacco Company, in which it was defined that replacement in kind shall be conducted to Xi’an Branch of Shaanxi Tobacco Company; the resettlement location is Xingfu New Town in East Dengjiapo Subdistrict and the address is east of Changming Road and north of Dongyue Road. When selecting resettlement place, Xi’an Branch of Shaanxi Tobacco Company choose the office instead of original warehouse, and its replaced office building is of five storeys with the area of 7,758.9m² (internal floor area is 6,465.75m²). Additionally there are 30 parking stalls. The resettlement project has been constructed since January 2016, and the construction period is planned to be 30 months. On October 14, 2016, one-off payment of RMB three million was made as transition fee and compensation fee for auxiliary facilities.

For the resettlement of affected people, as there are many warehouses along the project, after the compensation for affected tenants of the three enterprises based on their original agreement, in order not to affect their business, these tenants were assisted in finding proper houses for warehouse with the same rent fee as before, and they were helped to remove, in order to let them recover the normal life and continue their business as soon as possible. At last, these tenants’
new warehouses have better location and more convenient traffic, and they are easier to carry goods. They have resettled appropriately and their life and business condition have been improved greatly.

On August 30, 2016, Xingfu Forest Belt Management Committee received the decision of Xi’an Xincheng District People’s Government on House Acquisition on State-owned Land of East Changying Road Public Transportation Hub and Parking Lot Construction Project. On October 14, 2016, Xi’an Bureau of Land and Resources indicated in the letter on preliminary examination opinion for the new construction project that, the land planned for new site construction project of No.2 Company of Xi’an Public Transportation Corporation was construction land and complied with the overall planning for land utilization, so the project construction was agreed in principle. On October 14, 2016, Xi’an Municipal Development and Reform Commission approved the proposal for site construction project of No.2 Company of Xi’an Public Transportation Corporation.

LAR activities were not done in anticipation of ADB project. The new construction project of No.2 Company of Xi’an Public Transportation Corporation covers 70mu of land; currently, Xingfu Forest Belt Management Committee has transferred 53mu of land to No.2 Company of Xi’an Public Transportation Corporation, and most of the ground appendages have been demolished. The Management Committee promised to transfer the rest 17mu land before November 15, 2016. Xi’an Public Transportation Corporation can start the construction of new site for No.2 Company of Xi’an Public Transportation Corporation on the transferred land.

During construction: first, traffic management department will erect barrier for project area in order to ensure in and out of the surrounding people are not affected. Then the construction unit will start with house demolition and construction under the condition of not effecting the normal life of surrounding inhabitant, in strict accordance with the specification, requirements and
II. East Fucun Road Parking Lot

East Fucun Road Parking Lot is located in the southwest corner of South Tangyan Road and East Fucun Road, neighboring South Tangyan Road to the east and East Fucun Road to the north, facing to ZTE Sci-tech Industries Park, and bordering north area of Shangfu Community of the Yicuiyuan to the south with about 550 meters away from South Third Ring.

The project is planned as single building of underground parking lot, and consists of underground parking lot and ground tree-lined parking lot. It has the total planning base area of 9,110.77m² and total construction area of 15,804.64m², in which including garage construction area of 14,160.6m², ground construction area of 1,644.04m² (mainly for supporting community hospital, about 1,572.4 m²). About 519 planning parking stalls are planned including 365 underground parking stalls and 154 ground parking stalls. The ground greening rate reaches to 35.46%.

The land for East Fucun Road parking lot is state-owned and used for parking lot. Currently, the property right is owned by the management
Committee of Xi'an High-Tech Industries Development Zone (XHTZ).

Use right of this state-owned land was listed on November 1, 2004, which was a bundled quotation bidding of a batch of six parcels of land.

Specially items in the listing announcement on November 1, 2004 were:

1. Assignment of the six parcels of land is in one-off bundled and the development period is three years after the delivery date of the land, within which the whole development shall be completed.

2. The scope of the batch of six parcels of land must include the following supporting facilities: a primary and secondary school, an urban square, an urban parking lot, and a natural gas filling regulator station. Facilities listed above shall be invested and constructed by bid winner, and shall be transferred to Management Committee of XHTZ free of charge when finishing construction.

The six parcels of land were obtained by Hutchison Whampoa Properties (Xi’an) Limited, and the land assignment agreement was signed in 2005. Since the construction projects of parking lot, school, natural gas compression station and others needed to be transferred to Management Committee of XHTZ, so the land use right of east Fucun road parking lot (parcel of land No.: GX Ⅲ-(1)-4) had been altered to small certificate from the big land use right certificate of six parcels of land.

Hutchison Whampoa Properties, Ltd had the previous land assignment which was acquired by management. It is clear in the urban parking lot transfer agreement with Hutchison Whampoa Properties (Xi’an) Limited that there is no any rights disputes about the urban parking lot. In case any rights disputes, it has nothing to do with Management Committee of XHTZ, and the parking lot will be transferred free of charge according to the prior agreement in listing announcement. In 2016, the Management Committee of XHTZ took back this parcel of land. On 18th, May, 2016, Municipal Service Center of High-tech Zone (authorized by the administrative committee of XHTZ) (Party A) and Xi’an Urban Public Parking Facilities Construction & Management Co., Ltd.,
(Party B) in view of: 1. Party A (Municipal Service Center of XHTZ) decides to build a public parking lot in East Fucun Road and takes responsibility for project application, etc. in accordance with the relative regulations of administrative committee of the XHTZ. 2. Party B is a legally founded company, and mainly takes the responsibility for investment, construction, operation and maintenance of the public parking lot project in East Fucun Road under this agreement. 3. To ensure the rights of Party B authorized by the administrative committee of XHTZ and its departments and project investor’s interest, administrative committee of XHTZ agrees to grant the franchises regulated in the agreement to Party B. Thus in accordance with national laws, regulations and relevant policies, Party A and Party B decide to build East Fucun Road parking lot project in XHTZ in “BOT” mode. In order to clarify both parties’ rights and responsibilities, the concession agreement of BOT of East Fucun Road parking lot project in XHTZ is signed. 1.1 According to the authorization of administrative committee of XHTZ, Party A authorizes Party B the exclusive concession rights for East Fucun Road parking lot project in XHTZ, valid during the whole contract duration. And the concession rights mainly include: (1) Construction and management right. (2) Management right of facilities. Party B has the rights of using and gaining interest from the facilities within the project. (3) Toll right for parking lot. Duration of the concession rights: 3.1 Duration of the concession rights of Party B is about 39 years since signing date of the agreement and it finally refers to the duration in the land certificate. 3.3 During the concession period, in case project building, operation and transfer cannot be implemented or carried on due to force majeure regulated in this agreement, Party A and Party B shall negotiate each other and solve the problem. 6.1 Before transfer the parking lot, Party B is entitled to the ownership and management right of the infrastructure and service facilities in the car park. 6.3 After expiration of the concession period, Party A shall recover unpaid the ownership of the car park and related facilities. Both parties’ rights and responsibilities
during building: 9.1.1 Party A has the right to monitor and manage the construction and investment of Party B. 9.1.3 Party A is responsible for undertaking procedures of land certificate of the project, and shall assist in planning and approval. 9.2.2 Party B shall be responsible for the implementation of the whole funds for the project, and shall inject funds in accordance with the schedule of project. 9.2.5 Party B must strictly implement the national construction safety operation procedures to prevent safety accidents. During the construction, any safety accidents shall be the responsibility of Party B, Party A does not assume responsibility.

At present, this land has possessed the condition of construction.

III. Parking lot project of Xi’an Xigao Public Transportation Co., Ltd.

(Xigao Bus Parking Lot)

The parking lot project of Xi’an Xigao Public Transportation Co., Ltd. (Xigao Bus Parking Lot) will be constructed by Xi’an Xigao Public Transportation Co., Ltd. The project is located in west of Weiyang Road, south of Jingpu Road and is adjacent to Xi’an Naisen Petroleum Engineering Equipment Maunufacturing Co., Ltd. in the west. The total land area is 25mu and construction area is 6000m², in which, comprehensive building of 4500 m² and maintenance room 1500m². The project will last for one year from August 2017 to August 2018 with a total investment of RMB 26 million.
Figure 1 Project Position

In 2003, Administrative Committee of Xi’an Economic & Technological Development Zone started to collect the collective land of 4,500 mu in Leijia Village, Jijia Town, Gaoling District, Xi’an City, and completed it in 2006. 25 mu of land used in Xigao Bus Parking Lot center project is included within the scope of this land acquisition, all of which are farmland without resident housing and enterprises. In 2003, land-requisitioned farmers affected by this project were compensated without left problems.

On March 3, 2010, Administrative Committee of Xi’an Economic & Technological Development Zone signed the agreement of entering project with Xi’an Xigao Public Transportation Co., Ltd. The introduced project is to construct the parking lot. The main content includes parking, maintenance, office and comprehensive control building, etc. It is regulated in the agreement that Administrative Committee of Xi’an Economic & Technological Development Zone agrees Xi’an Xigao Public Transportation Co., Ltd. to
construct the parking lot project within Xi’an Economic & Technological Development Zone. The planned land area for the project is 16,666 m². Xi’an Xigao Public Transportation Co., Ltd. obtains state-owned land use right in accordance with relevant regulations of the state. Transfer price for the parcel of land for project is RMB 120,000 per mu. On April 30, 2010, Xi’an Xigao Public Transportation Co., Ltd. has paid RMB one million as the earnest money of fulfilling the agreement. The rest money will be fully paid when the land certificates are handled to a certain degree.

On March 3, 2010, Administrative Committee of Xi’an Economic & Technological Development Zone and Xi’an Xigao Public Transportation Co., Ltd. conducted land transfer. On July 20, 2010, Xi’an Xigao Public Transportation Co., Ltd. obtained the construction land planning permit of Xi’an Economic & Technological Development Zone. This planning permission is a transitional certificate for all formalities handled at earlier stage, which was replaced with formal planning permission on December 7, 2016. The approval letter for construction land and state-owned land use certificate are being applied for. On October 26, 2016, Office of Construction Project Team for Jingwei New Town, Xi’an Economic and Technological Development Zone made a letter to Xi’an Infrastructure Investment Group, in the letter, it states that construction of Xigao Bus Parking Lot is one of the development projects introduced by Construction Office of Jingwei New Town. Xi’an Economic and Technological Development Zone will provide preferred policy guarantee for settled enterprises, assist them in handling related approval procedures as soon as possible, make efforts to commence the construction in the shortest time, and
put the parking lot into operation.

At present, this land has possessed the condition of construction.

**Attachment 1:** Comment letter of Xi’an City Planning Bureau on preliminary review for reserve land planning of 155.676 mu in the north of East Changying Road
Xi’an City Planning Bureau

Comment Letter of Xi’an City Planning Bureau on Preliminary Review for Reserve Land Planning of 155.676 mu in the North of East Changying Road

Xi’an Land Reserve and Trading Center:

You consulted the nature of 155.676 mu reserve land in the north of East Changying Road, west of Jiushi Road, east of Zhang’er Village and north of planning Road in this letter. According to the actual measurement, the parcel of land covers an area of 155.676 mu, including green land of 17.457 mu, road of 39.745 mu and net construction land of 98.474 mu. Based on the overall planning of comprehensive reconstruction of Xingfu Road, the planning nature of the net construction land is defined as administrative land and traffic facilities land.

The content of the letter is preliminary comments, and the detailed suitable scope of construction, the scale of land and construction, development intensity and supporting facilities shall comply with determined planning condition of Xi’an City Planning Bureau. The project construction shall be implemented in strict accordance with the planning and shall not occupy urban road, urban green land, municipal land and other urban public facilities land.

The letter is hereby replied.

Seal: Xi’an City Planning Bureau
June 19, 2015

Carbon copy: Xi’an Xingfu Road Comprehensive Reconstruction Management Committee
Attachment 2: Letter of Xincheng Branch of Xi’an Municipal Bureau of Land and Resources on the planning land of urban public transportation hub and station in East Changying Road construction project
Xincheng Branch of Xi’an Municipal Bureau of Land and Resources

Xi’an Municipal Bureau of Land and Resources Xin Han [2015] No.6

Letter of Xincheng Branch of Xi’an Municipal Bureau of Land and Resources on the Planning Land of Urban Public Transportation Hub and Station in East Changying Road Construction Project

Xi’an Land Reserve and Trading Center:

Your requesting instructions for handling house acquisition on state-owned land and compensation procedure concerning construction project of urban public transportation hub and stations of East Changying Road has been received and acknowledged.

Approved by Comment Letter on Preliminary Review for Reserve Land Planning of 155.576 mu in the North of East Changying Road issued by Xi’an City Planning Bureau on June 19, 2015 in Jian Fa [2015] No.1 Document issued by Xi’an Urban and Rural Construction Commission, the state-owned land of 109.089 mu (include collect road and green land) in the south of East Changying Road, west of Jiushi Road, east of Zhang’er Village and north of planning Road shall be used by your center for municipal facilities construction.

After check, the above parcels of land belong to the state-owned construction land and meet overall plan of urban land utilization.

Seal: Xincheng Branch of Xi’an Municipal Bureau of Land and Resources

June 26, 2015
Attachment 3: Comment letter of Xi’an Municipal Bureau of Land and Resources on preliminary review for new construction project land of No.2 Company of Xi’an Public Transportation Corporation

Xi’an Municipal Bureau of Land and Resources

Comment letter of Xi’an Municipal Bureau of Land and Resources on preliminary comments about project land of No.2 Company of Xi’an Public Transportation Corporation new construction

Xi’an General Public Transportation Corporation:

Requesting instructions of No.2 Company of Xi’an Public Transportation Corporation on Preliminary Review for New Construction Project Land (Xi’an Public Transportation Corporation Zong Zi [2016] No.115) has been received and acknowledged. After review, the opinions are put forward as follows:

The planned land for new construction project of No.2 Company of Xi’an Public Transportation Corporation are located in the north of Changying Road and west of extension of Jiushi Road. The land covers an area of 4.67 hectares, belongs to construction land and conforms to overall planning of land utilization, and is agreed in principle. It is necessary to strengthen argument of project
feasibility plan, constantly optimize design scheme, and carry out requirements for land conservation and land intensive utilization in real earnest. The opinion is only served as preliminary views of the project land. Please handle the land use procedures by laws.

Seal: Xi’an Municipal Bureau of Land and Resources

October 14, 2016

Attachment 4: Approval from Xi’an Municipal Development and Reform Commission on proposal for new site construction project of No.2 Company of Xi’an Public Transportation Corporation
Approval from Xi’an Municipal Development and Reform Commission on Proposal for New Site Construction Project of No.2 Company of Xi’an Public Transportation Corporation

Xi’an Public Transportation Corporation:

Request of the Proposal of the Project of No.2 Company of Xi’an Public Transportation Corporation New Site Construction” (Xi’an Public Transport Corporation Zong Zi [2016] No.112). After review, in order to coordinate with comprehensive construction in Xingfu Road, the project construction is agreed. The approval for main content of project proposal is as follows:

I. Project name

New Site Construction of No.2 Company of Xi’an Public Transportation Corporation

II. Construction unit

Xi’an Public Transportation Corporation

III. Construction site

The northwest corner of the interchange between East Changying Road and Jiushi Road in Xincheng District is in the scope of Dongxiaozhai Village in the north of East Changying Road and west of extension of Jiushi Road

IV. Construction scale and main content

The planned net land of the project is about 70 mu. The total construction area is about 62,000 m², which contains over-ground building of 57,000 m², mainly including complex building, parking garage, vehicle test line, maintenance shop, inner bladder building, gas station, gatehouse (two); the area of underground construction is about 4800 m², which mainly includes underground garage and facilities room.

V. The total investment of the project and capital source
Total investment of the project is estimated about RMB 6.096442 billion, of which, RMB 8.8 million is financed by Asian Development Bank, and the rest of the fund is enterprise self-financing, demolition compensation and government financial allocation.

After received the letter, please handle various procedures of early stage as soon as possible. And feasibility study report shall be prepared to report to our commission for preliminary review and then submitted to Shaanxi Provincial Development and Reform Commission for audit.

Seal: Xi’an Municipal Development and Reform Commission
October 14, 2016

The Office of Xi’an Municipal Development and Reform Commission
Issued on October 14, 2016

Attachment 5: Agreement on State-owned Land Reserve of Xi’an North Huashan Mechanical & Electrical Co., Ltd.
Agreement on State-owned Land Reserve

February 2, 2015

Agreement on State-owned Land Reserve

Party A: Xi’an Xingfu Road Comprehensive Reconstruction Management Committee
Party B: Xi’an North Huashan Mechanical & Electrical Co., Ltd.

According to relevant laws and stipulations in Land Administration Law of the People’s Republic of China, Contract law of People’s Republic of China and Xi’an Land Reserve Regulations, on the basis of equality and voluntary, honesty and credibility, both parties conclude an agreement on the state-owned land of party B reserved by party A.

Article I By reference to the relevant issues on the protocol of the joint construction of Xi’an weapons industry science and technology industry base by the Xi’an Municipal People’s Government (hereinafter referred to as the government) and Weapon Group, party A reserves the following parcels of land at the original site of party B.
1. Parcel of land 1: located at Xi’an Xincheng District, is from the East of railway station to Huaqing Road, and the number of the parcel of land is XC4-10-1-1. The cadastral inventory area in 1998 was 37.196 mu (equivalent to 24797.570 square meters), and the final inventory area shall subject to measurement result.

2. Parcel of land 2: located at Xincheng District of Xi’an City, is from Huaqing Road to East Changle Road, and the number of the parcel of land is XC4-10-2. The cadastral inventory area in 1998 was 227.133 mu (equivalent to 151421.91 square meters), and the final inventory area shall subject to measurement result.

3. Parcel of land 3: located at Xincheng District of Xi’an City, is from East Changle Road to Gaohuang Road, and the number of the parcel of land is XC4-10-3. The cadastral inventory area in 1998 was 51.051 mu (equivalent to 34034 square meters), and the final inventory area shall subject to measurement result.

4. Parcel of land 4: located at Xincheng District of Xi’an City, is from North Xingfu Road to railway line of party B, the number of the parcel of land number is XC4-3-1, land certificate number is Xi Xin Guo Yong (1999) Zi No. 451, area in certificate is 21.786 mu (equivalent to 14523.68 square meters), and the final inventory area shall subject to measurement result.

The total inventory area of above four parcels of land is 337.166 mu (equivalent to 224777.16 square meters), and the final inventory area shall subject to measurement result.

Article II According to the joint construction agreement of the government and Weapons Group, relocation subsidy funds for party B and the land reserve price (hereinafter referred to as land reserve expense) is RMB one million five hundred thousand only per mu in words (RMB 1,500,000 only in figures). Actual reserve area listed in Article I of the agreement is 337.166 mu with land reserve expense of RMB five hundred and five million seven hundred and forty
Both parties agree that the total land reserve expense is calculated by the final actual delivered land reserve area (in case that the difference occurs between the area in certificate and actual land reserve area, the actual measured area shall prevail).

Article III Within 30 working days after the agreement takes into effect, party B shall deliver cadastral inventory table and relevant ownership information, relevant documents on the application of land reserve approval procedures and the registration of land change of general meeting of shareholders (the holder of property right).

Article IV Before the cadastral inventory table and relevant ownership information is delivered to party A, all disputes on original site will be the responsibilities of party B, and party A will not assume any responsibilities.

Article V Both parities negotiate and agree to pay the land reserve expense according to the following time limit.

I. First stage of land purchase and reserve, party A shall pay the land reserve expense according to the following time limit

   (1) Within 10 working days after the signature of the agreement, party A pays land reserve expense with total amount of RMB ten million only in words (RMB10,000,000 only in figures), which will be used as the initial capital for the base instruction of party B at the early stage.

   (2) Within 10 working days after receiving the initial capital of party A, party B shall firstly deliver the land of 60.40 mu in parcel of land 2, Article 1 of the agreement (specific location shall be determined by party A). Party A pays the land reserve expense of RMB ninety million and six hundred thousand only in words (RMB 90,600,000 only in figures) by two separate times.

   Within 10 working days after the signature of the agreement by both parties, party A shall pay 50% of the land reserve expense for the purchase and reserve land with an amount of RMB forty five million and three hundred thousand only
in words (RMB 45,300,000 only in figures).

II. Start time for stage 2 of land purchase and reserve will be further negotiated by both parties.

Article VI Party A promises to transfer the land reserve expense to the designated bank account of party B as the agreed time limit. In case of any delay of the transference of the funds for the fault or objective reasons of party A without written permission of party B, party A shall pay party B the penalty of 0.1% of the accrued expense for each day of the delay since the overdue date; if payment is also unable to be delivered three months after the deadline, party B is entitled to terminate the execution of the agreement; party A shall undertake the corresponding loses of party B. The penalty shall be calculated as per 0.1% of the total amount of the land reserve expense, and be taken out from the payment. The balance shall be returned to party A.

Article VII Party B promises to transfer land cadastral inventory table and relevant ownership information and lands as specified time. In case of any delay of delivery for the fault or objective reasons of party B without the written permission of party A, party B shall pay party A the penalty of 0.1% of the accrued expense for each day of the delay; if payment is also unable to be delivered six months after the deadline, party A is entitled to end the execution of the agreement; party B shall fully refund the received land reserve expense, bear the interest on loans and pay 0.1% of the penalty for the land reserve expense.

Article VIII Due to policy reasons and force majeure factors, which makes the works of land reserve cannot be implemented sequentially, party A promises to transfer the relevant lands to party B in the original transference way and handle relevant land ownership procedures.

Article IX In case of any disputes in the execution of the agreement, both parties shall negotiate for the solution; and if negotiation fails, they can report it to their supervisors for coordination or sue for the People’s Court.
Article X The agreement is in 8 copies and comes into effect upon signature with both parties herein holding four copies each.

Article XI Matters not covered in the agreement will be regarded as supplementary agreement after negotiation, and the supplementary agreement has the same legal efficiency with the agreement.

Party A (seal)                 Party B (seal)

Seal: Xi’an Xingfu Road Comprehensive Reconstruction Management Committee

Seal: Xi’an North Huashan Mechanical & Electrical Co., Ltd.

Legal representative (signature) Li Yi
Legal representative (signature) Li Liang
Contact person: Yang Xiaobo
Contact person:

Supplementary Agreement

Party A: Xi’an Xingfu Road Comprehensive Reconstruction Management Committee

Party B: Xi’an North Huashan Mechanical & Electrical Co., Ltd.

According to the Agreement on State-owned Land Reserve signed by party A and party B, in order to guarantee the interests of both parties and the smooth implementation of the purchase and reserve, both parties reached an agreement on the following issues.

1. The land belonging to party B is railway special line, which involves the personnel and assets of party B. Party B shall be responsible for the arrangement of the involved personnel after the land purchase and reserve, and involved railway assets shall be on the disposal of party B.

2. Both parties confirm that party A shall be responsible for disposing the involved ground attachments on the land transferred by party B and party B shall cooperate the work of party A.
3. After the implementation of stage 1 of land purchase and reserve, party B shall continue to employ part of the personnel responsible for management of the railway land except for the purchased and reserved land (60.4 mu) and the railway assets of party B. Party A shall provide the subsidy for insufficient personnel wages and related expenses.

4. The agreement is in 8 copies with both parties herein holding four copies each.

Party A (seal)                 Party B (seal)

Seal: Xi’an Xingfu Road Comprehensive Reconstruction Management Committee

Seal: Xi’an North Huashan Mechanical & Electrical Co., Ltd.

Legal representative (signature) Li Yi

Legal representative (signature) Li Liang

Contact person: Yang Xiaobo

Attachment 6: Land use certificate for Xi’an Green Forest Real Estate Development Co., Ltd.

Xixin  Guo Yong (2004) No. 463
<table>
<thead>
<tr>
<th>Land user</th>
<th>Xi’an Green Forest Real Estate Development Co., Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Dongxiaozhai Village, Xincheng District, Xi’an City</td>
</tr>
<tr>
<td>Land No.</td>
<td>XC4-2-26</td>
</tr>
<tr>
<td>Figure No.</td>
<td></td>
</tr>
<tr>
<td>Land category (usage)</td>
<td>Storage</td>
</tr>
<tr>
<td>Obtained price</td>
<td></td>
</tr>
<tr>
<td>The land has seven levels.</td>
<td></td>
</tr>
<tr>
<td>Type of use right</td>
<td>Assignment</td>
</tr>
<tr>
<td>Expiration date</td>
<td>July 1, 2054</td>
</tr>
<tr>
<td>Area of use right</td>
<td>10474.0 M² Include</td>
</tr>
<tr>
<td>Private use area</td>
<td>10474.0 M² Include</td>
</tr>
<tr>
<td>Shared use area</td>
<td></td>
</tr>
<tr>
<td>M²</td>
<td></td>
</tr>
</tbody>
</table>

According to the Constitution of the People's Republic of China, Land Administration Law of the People's Republic of China, the Urban Real Estate Administration Law of the People's Republic of China and other laws and regulations, in order to protect land user’s legitimate rights and interests, the land rights listed here applied by land user to register are proved to be authentic, and hereby the certificate is approved to be issued.

Xi’an Municipal People’s Government (seal)

July 21, 2004

Seal: Xi’an Municipal People’s Government

The appended drawings paste line

Seal: Archives room of Xi’an Municipal Bureau of Land and Resources & Housing Authority
Registration authority
(Seal)  July 21, 2004
Seal: Xi’an Green Forest Real Estate Development Co., Ltd.
6101030045446
Seal: Xi’an Municipal Bureau of Land and Resources & Housing Authority

Monitoring & making authority of certificate No.: 000632235
Seal: Ministry of Land and Resources of the People’s Republic of China-Special seal for land certificate management

Attachment 7: Public participation and information disclosure
Confirmation Letter for Municipal Land Transfer

Number: Yi Jiao Zi 20

Attachment 8: Confirmation Letter for Municipal Land Transfer
<table>
<thead>
<tr>
<th>Project name</th>
<th>Construction project of urban public transport hub station in East Changying Road &amp; acquisition project of construction project for new station of the No.2 Company of Xi’an Public Transportation Corporation</th>
<th>Range dimension</th>
<th>Land projection drawing is attached below.</th>
</tr>
</thead>
</table>

**Project brief introduction**

According to special meeting spirit of Municipal People’s Government, Xingfu Road Management Committee transfers the completed acquisition station in acquisition project of construction project for urban bus station in East Changying Road to Xi’an Public Transportation Corporation in advance.

**Explanation of transfer situation**

Planned construction land area of new station in the No.2 Company of Xi’an Public Transportation Corporation is 70 mu, and part of land shall be transferred this time with an area of 51.8 mu (including net construction land of 35.8 mu, and available urban construction land of 16 mu). The surface buildings have been removed and the garbage has not been cleared.

| Proportion of transfer section in total amount of the project | 51.20% |

**Remaining problem**

Remaining problem of station transfer includes: (1) an office building within the transfer area, which is being used in acquisition project.

**Disposal for remaining problem**

(1) The office building can be removed at any time. And it is promised that this building shall be removed and garbage shall be cleared by the Acquisition and Command Department by the end of acquisition engineering.

**Opinions of transferring unit**

Project Department for Xingfu forest belt acquisition in East Changying Road

After all station transferred or before starting operation, according to the requirements of Xi’an Public Transportation Corporation, our Project Department can look after the stations instead free of charge.

Seal: Project Department for Acquisition and Relocation of East Changying Road in Xingfu Forest Belt

**Opinions of receiving unit**

Xi’an Public Transportation Corporation

According to the meeting spirit of Municipal People’s Government, the No.2 Company of Xi’an Public Transportation Corporation builds maintenance workshop and gas station. Construction can’t be conducted due to current status and the quantity of land transferred this time. Therefore, Project Office shall transfer the remaining land as soon as possible.

November 16, 2015

Seal: Xi’an Public Transportation Corporation
6101970002422

**Transfer date**

October 30, 2015
Attachment 9: Meeting summary of Xi’an Municipal People’s Government on special issues
Meeting Summary of Xi’an Municipal People’s Government on Special Issues

Xi’an Municipal People’s Government May 14, 2015

Time: Afternoon, May 6, 2015
Address: North meeting room of 2F, No.2 Company of Xi’an Public Transportation Corporation

Host: Yang Guosheng, Deputy Secretary General

Topic: Study on issues of relocation and construction of No.2 Company of Xi’an Public Transportation Corporation and No.3 Company of Xi’an Public Transportation Corporation

In the afternoon of May 6, 2015, Yang Guosheng of Deputy Secretary General, entrusted by Yue Huafeng - the Executive Vice-mayor, held a meeting on the study of relocation and construction concerning No.2 Company of Xi’an Public Transportation Corporation and No.3 Company of Xi’an Public Transportation Corporation. Relevant principals from Xincheng District People’s Government, Xi’an Municipal Bureau of Land and Resources, Xi’an Municipal Planning Bureau, Xi’an Municipal Public Utility Bureau, Xi’an Public Transportation Corporation attended the meeting. Xi’an Public Transportation Corporation, Xi’an Urban Infrastructure Construction Investment Group Co., Ltd., Xincheng District People’s Government, Xi’an Municipal Bureau of Land and Resources, Xi’an Municipal Public Utility Bureau and Xi’an Municipal Planning Bureau reported the status of the No.2 Company of Xi’an Public Transportation Corporation and No.3 Company of Xi’an Public Transportation Corporation, and the relevant issues were determined at the meeting, now the summary is listed as follows:

It was agreed on the meeting that the planning location, land acquisition and other works had achieved positive progress since No.2 Company of Xi’an Public Transportation Corporation and No.3 Company of Xi’an Public Transportation Corporation were chosen as allopatric demolition and
construction unit of Xingfu forest belt acquisition project. But the demolition and construction work still faces some problems, including that new site is in inconvenient traffic area, buses entry and exit is inconvenient, etc. The meeting required that relevant departments at municipal level and relevant governments at district level shall continue to intensify the working force, strengthen the measures, overcome the difficulties and make all efforts to promote land acquisition and other works according to the objectives and requirements of Xingfu forest belt construction project started at the end of 2015, so as to ensure the successful implementation of Xingfu forest belt construction.

Determination of the meeting is as below:

I. Solutions on new site planning & selection, as well as entry & exit of bus

(I) Public Transport Company shall take the responsibilities and actively implement declaration formalities of project approval, environmental assessment, planning, land use, etc. at earlier-stage. Xi’an Municipal Development and Reform Commission, Xi’an Environment Protection Bureau, Xi’an City Planning Bureau, Xi’an Municipal Bureau of Land and Resources and other departments shall cooperate.

(II) Xi’an City Planning Bureau shall take the responsibilities. First, comment letter for site selection of No.2 Company of Xi’an Public Transportation Corporation and No.3 Company of Xi’an Public Transportation Corporation shall be issued before May 15, 2015, which shall clearly stipulate the coordinates of four directions; second, with the principle of simplification, rapidness, easy implementation and low investment, the road network planning scheme for bus entry and exit on new site relocation of No.2 Company of Xi’an Public Transportation Corporation and No.3 Company of Xi’an Public Transportation Corporation shall be prepared and reported to Xi’an Municipal People’s Government before May 15, 2015.

(III) After completing the road network planning scheme, Xi’an Municipal Public Utility Bureau shall take responsibilities and prepare construction scheme
on the basis of road network planning scheme.

(IV) In case that bus entry and exit on new site is unable to be solved by means of road construction, Xincheng District People’s Government and Baqiao District People’s Government shall take responsibilities and clear the existing roads of both sides that surrounding the new site, so as to avoid bus entry and exit from being affected.

II. Issues on the delivery of project land

(I) Xi’an Xingfu Road Comprehensive Reconstruction Management Committee shall take responsibilities, and Xi’an Land Reserve and Trading Center and Xi’an Public Transportation Corporation shall cooperate. The new site land of 70 mu of No.3 Company of Xi’an Public Transportation Corporation located in East Factory shall be delivered in advance the next day after issuing the opinions on project site selection by Xi’an City Planning Bureau; after the delivery of project land, Xi’an Public Transportation Corporation shall take responsibilities; Xincheng District People’s Government shall be responsible for coordinating the construction vehicles of Xi’an Public Transportation Corporation in the entry and exit of East Factory.

(II) Xi’an Xingfu Road Comprehensive Reconstruction Management Committee shall take responsibilities, and Xi’an Land Reserve and Trading Center and Xi’an Public Transportation Corporation shall cooperate. The new site land of 50 mu (located in Dongxiaozhai) for No.3 Company of Xi’an Public Transportation Corporation shall be delivered within 10 days after Xi’an City Planning Bureau issued the ponions on project site selection, and the remaining land of 20 mu shall be delivered immediately after the completion of construction design, so as to avoid project construction from being affected.

(III) Xi’an Xingfu Road Comprehensive Reconstruction Management Committee shall take responsibilities and pay acquisition compensation funds for Xi’an Public Transportation Corporation within a week after signing the acquisition compensation agreement.
(IV) Xi’an Xingfu Road Comprehensive Reconstruction Management Committee shall take responsibilities, and Xi’an Land Reserve and Trading Center shall cooperate. Xi’an Public Transport Company is permitted to enter the field to construct in advance. Demolition and relocation of No.2 Company of Xi’an Public Transportation Corporation and No.3 Company of Xi’an Public Transportation Corporation can be started; issues on land price of new site shall be discussed with project construction capital together.

III. Issues on relevant time nodes

Xi’an Xingfu Road Comprehensive Reconstruction Management Committee shall responsible for the determination of every time node of demolition and relocation with relevant departments. In principle, demolition and relocation of No.2 Company of Xi’an Public Transportation Corporation and No.3 Company of Xi’an Public Transportation Corporation should be completed by the end of 2015.


To: Xincheng District People’s Government, Xi’an Municipal Bureau of Land and Resources, Xi’an Municipal Planning Bureau, Xi’an Municipal Public Utility Bureau, Xi’an Urban Infrastructure Construction Investment Group Co., Ltd., Xi’an Public Transport Company, No.2 Company of Xi’an Public Transportation Corporation, and No.3 Company of Xi’an Public Transportation Corporation.
Attachment 10: Site photos for New construction project for No.2 Company of Xi’an Public Transportation Corporation (East Xiaozhai Road Bus Parking Lot)
Attachment 11: Listing assignment announcement on state-owned land use right of XHTZ
### Attachment 12: Land certificate of the parcel of land for East Fucun Road Parking Lot

![Certificate Image]

**Xigao Science and Technology Guo Yong (2015) No. 75677**

<table>
<thead>
<tr>
<th>Land user</th>
<th>Management Committee of XHTZ</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong></td>
<td>Tangyan South Rd., Hi-tech Industries Development Zone, Xi’an</td>
</tr>
<tr>
<td><strong>Land No.</strong></td>
<td>GX3-6-22-2</td>
</tr>
<tr>
<td><strong>Land category (usage)</strong></td>
<td>Land for street (public parking lot)</td>
</tr>
<tr>
<td><strong>Obtained price</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Type of use right</strong></td>
<td>Assignment</td>
</tr>
<tr>
<td><strong>Expiration date</strong></td>
<td>December 16, 2054</td>
</tr>
<tr>
<td><strong>Area of use right</strong></td>
<td>9061.0 M² Include</td>
</tr>
<tr>
<td></td>
<td>9061.0 M² Shared use area</td>
</tr>
</tbody>
</table>

According to the **Constitution of the People's Republic of China**, **Land Administration Law of the People's Republic of China**, **the Urban Real Estate Administration Law of the People's Republic of China** and other laws and regulations, in order to protect land user’s legitimate rights and interests, the land rights listed here applied by land user to register are proved to be authentic, and hereby the certificate is approved to be issued.

Seal: Xi’an Municipal People’s Government
Record of events

This is an amendment registration. The parcel of land was amended from Xigao Science and Technology Guo Yong (2005) No. 77115. In case of amendment and assignment of the parcel of land, related procedures shall be handled in XHTZ Branch of Xi’an Municipal Bureau of Land and Resources Registry institution:
Seal: XHTZ Branch of Xi’an Bureau of Land and Resources
January 28, 2016

Supervision institution of certificate:
Seal: Ministry of Land and Resources of the People's Republic of China
Special seal for land certificate administration
No. 031775677
Urban Parking Lot Transfer Agreement of Hutchison Whampoa Properties (Xi’an) Limited

Party A: Hutchison Whampoa Properties (Xi’an) Limited

Address: Room 1801, Gaoxin International Business Center, No.33, Keji Road, Hi-tech Industries Development Zone, Xi'an

Legal representative: Zhou Weigan

Party B: Management Committee of Xi’an Hi-tech Industries Development Zone

Address:

Legal representative:

In view of:

Branch of Xi’an Municipal Bureau of Land and Resources & Housing Authority (hereinafter referred to as “Assignment Contract”). Article XII in Assignment Contract regulates: Party A agrees to build an urban parking lot within the area of the assigned parcel of land (land parcel No. GXIII – (1) – 4, hereinafter referred to as “the parcel of land”) in contract with net area of 13.605 mu (hereinafter referred to as “the land block”), and transfers the parking lot to government free of charge after construction.

Party A and B signed the following agreements on transfer matters of the urban parking lot:

1. After negotiation of both parties, the urban parking lot will be constructed as the following standards:
   1) Site formation;
   2) With simple parking lot line;
   3) North and east side of the site shall be original brick wall fence; south and west shall set chain-link fence;
   4) Exit and entrance shall be set with manual lifting lever.

   See detailed scheme in attachment Ichnography of Urban Parking Lot.

2. Party B agrees and confirms the above scheme and standards for design and construction. Party A takes charge of construction after signing the contract. After construction, both parties handle procedures of transferring and acceptance check, and then sign and confirm the items in Delivery List. Now transfer of urban parking lot is finished.

   Party A promises that there is no rights disputes with the urban parking lot up to signature date of the agreement. If any rights disputes, it has nothing to do with Party B. Likewise, since the transfer day of urban parking lot, any rights disputes between Party B and any third party on the urban parking lot has nothing to do with Party A. Party B makes the following promises after taking over the urban parking lot:

   1) Planned use of the land block will not be changed. It will only be used as
parking lot, and will not be used as commercial land;

2) Party B will only have underground construction and several ground houses for parking lot management within the land block (height of the buildings will not exceed 10m, not including the height of special supporting facilities of roof).

3) It shall be ensured that no economic loss and added burden will be brought to Party A and other owners within the parcel of land due to any subsequent acts (for instance, any possible land ownership change, change or alteration of original planning index and scheme).

Since the transfer day, Party B owns the ownership of the urban parking lot (including manual lifting lever and chain link fence) and Party A has fulfilled all the obligations regulated by Article XII in Assignment Contract. Hereafter, Party B shall be responsible for anything related to the urban parking lot, including maintenance, management, operation, taxes and dues, etc. Besides, risks and responsibilities caused shall be also borne by Party B.

At the same time, both parties shall confirm the following items:

1) The urban parking lot is located in the northeast corner of the parcel of land. After accepting the urban parking, Party B shall maintain and respect legal rights of other related owners in the operation and development of the parking lot project and not change the function of the urban parking lot;

2) After accepting the urban parking, Party B shall abide by Assignment Contract of related land, existing planned use requirements for the parcel of land and other regulations;

3) After accepting the urban parking, if Party B wants to do any planning, addition or alteration (including but not limited to ground and underground buildings in Paragraph 2 of Article 2), any legal liability or dispute with a third party shall be borne and handled by Party B. In case of innocent implication and loss of Party A resulted from improper handling or not handling in time of Party B, Party B shall take responsibility to solve and make compensation.
After transferring the urban parking lot, on the condition that complying with laws, regulations and Assignment Contract, and not affecting legal rights of other owners in the parcel of land, in case Party B makes administrative requirements, Party A shall assist Party B in handling procedures of use right change of the land (Party A shall be responsible for all fees caused by handling procedures of use right change of the land, including but not limited to relating taxes and dues).

About the matters not covered in this agreement, both parties shall settle through consultations.

The agreement is in quadruplicate and comes into effect upon signature with both parties herein holding two copies each.

_Ichnography of Urban Parking Lot_

For signature page

Party A: Hutchison Whampoa Properties (Xi’an) Limited
Seal: Hutchison Whampoa Properties (Xi’an) Limited
Legal representative or authorized representative:
Party B: Management Committee of XHTZ
Legal representative or authorized representative:
Seal: Management Committee of XHTZ
Attachment 14: Part content of Assignment Contract of the land in 2005

Investment intensity ________________________________;

Other land use requirements ________________________.

Land area used for administrative office and life service facilities needed by industrial project shall not exceed 7% of the whole project land area.

**Article XII** Assignee agrees to build project under the contract within area of the parcel of land and transfer the project to government free of charge after construction:

1. An urban parking lot with net area of 13.605 mu;


**Article XIII** Assignee agrees to start construction before June 7, 2005.

In case construction cannot be started on schedule, assignee shall apply to assignor for construction postponement 30 days in advance and time for construction postponement cannot exceed one year at most.

**Article XIV** When assignee constructs within the parcel of land, water, sewage and other facilities as well as main line out of the parcel of land,
electricity substation interface and introduced program shall be implemented according to related provisions.

Assignee agrees any pipeline lay by the government for public utilities go through the assigned parcel of land.

**Article XV** Assignee shall apply for land registration with the Contract and pay order of land assignment fees within 30 days after paying all the land assignment fees according to the provisions in the Contract, and receive the *State-owned Land Use Certificate* and get use right of the assigned land.

Assignor shall conduct registration of land use right for assignee in accordance with the law and issue *State-owned Land Use Certificate* within 30 days since the date of accepting land registration application.

**Article XVI** Assignee shall use the land reasonably according to the law. All activities within the assigned parcel of land shall not damage surrounding environment or facilities. In case loss made to country or others, assignee shall be responsible for the compensation.

**Article XVII** Within the assignment time, assignee shall use the land according to the functions and terms of land use regulated in the contract. In case it is needed to change land use regulated in the contract…

**Page 11**

5. When bidder raises card for the last time and no one else raises for another bid after auctioneer announces “first”, “second” and “last chance” for the final price, purchase confirmation will be done by hammer. Whenever a price is knocked down, no more bids will be accepted.

X When on-site bidding transaction is successful, *Listing Assignment Purchase Confirmation of State-owned Land Use Right of XHTZ* and *Assignment Contract of State-owned Land of XHTZ* shall be signed with bid winner. And bid winner shall pay 10% of transaction price as performance deposit (including performance bond paid when signing up).

**XI** Special agreement
(I) Assignment of the six parcels of land in the listing assignment is in one-off bundled and open way with development period of three years after the delivery date of the land, within which the whole development shall be completed.

(II) Ground fissure and exploration of cultural relics shall be borne by bid winner within the area of the six parcels of land.

(III) The following supporting facilities shall be included in the area of the six parcels of land: a primary and secondary school (in parcel of land GXIII – (1) – 7 with net area of 58.831 mu), an urban square (in parcel of land GXIII – (1) – 5 with net area of 13.035 mu), an urban parking lot (in parcel of land GXIII – (1) – 6 with net area of 13.605 mu) and a natural gas pressure regulating station (in parcel of land GXIII – (1) – 6 with net area of 4.620 mu). All the above shall be invested and constructed by bid winner and transferred to the Management Committee of XHTZ free of charge after construction.

(IV) The planned roads with width less than 20 meters in communication area shall be invested and constructed by bid winner.

(V) Due to some buildings in parcel of land GXIII – (1) – 9 remain not demolished, transfer procedures of the land block shall be conducted when demolishment is finished.

(VI) 40% of remained fees for land assignment (excluding performance fund) shall be paid within 30 days after the signing date of Land Assignment Contract, and the rest part shall be paid according to time provisions of the state.

(VII) XHTZ Branch of Xi’an Municipal Bureau of Land and Resources & Housing Authority is only responsible for the listed articles in the listing assignment document and will not make any more promise. Bidding applicant shall read listing assignment document carefully and make investigation on the spot. Any doubt about listing assignment document or land status quo shall be proposed before applying for bidding. It is regarded as no doubt if bidding applicant signs up for bidding.
(VIII) The minimum transaction price of XHTZ Branch of Xi’an Municipal Bureau of Land and Resources & Housing Authority and each bid of bidders are the total price for use right of the land. But the price do not include deed tax and supporting fees for municipal public facilities

**Attachment 15:** Site photos for East Fucun Road Parking Lot
Attachment 16: Agreement with entering project (part)

Agreement with Entering Project by

Xi’an Economic & Technological Development Zone

No. Xiang Zi [2010] No.004 issued by Xi’an Economic & Technological Development Zone

Party A: Administrative Committee of Xi’an Economic & Technological Development Zone

Party B: Xi’an Xigao Public Transportation Co., Ltd.

Considering that Party B plans to conduct construction and investment of bus parking lot project in Xi’an Economic & Technological Development Zone managed by Party A, on the principles of equality and voluntary, honesty and credibility, according to the relevant provisions of Contract Law of the People’s Republic of China, Laws of the People’s Republic of China on Urban and Rural Planning and other laws, administrative laws and regulations, local laws and regulations, now both parties reach the agreement on relevant issues of project
investment and construction by Party B in development zone after negotiation.

**Chapter I Project Content and Subject**

Article I Project name: construction of bus parking lot; main content: parking, maintenance, office and comprehensive control building, etc; total investment: RMB 9 million; construction duration: 1 year.

Article II Party B shall complete the industrial and commercial registration of changes with the registration place of Xi’an Economic & Technological Development Zone before December 31, 2009. The registered capital shall not be less than RMB 10 million. Before December 30, 2009, change the tax registration into State Administration of Taxation in Xi’an Economic & Technological Development Zone and Xi’an in Economic & Technological Development Zone Branch of Local Taxation Bureau (applicable to the projects which change registered company address)

**Chapter II Development, construction and utilization of project**

Article III Party A agrees Party B to conduct the project construction of bus parking lot in Xi’an Economic & Technological Development Zone (see attachment III). Planned area of the project is sixteen thousand, six hundred and sixty six square meters (in figures: 16,666 m², amount to 25mu).

Party B obtains land use right for project in accordance with national relevant regulations. Transfer price for the parcel of land for project is RMB 120,000 per mu.

Article IV Within 10 days after the date of signing the agreement, Party B shall pay Party A RMB one million (RMB 1,000,000 in figures) as earnest money of fulfilling the agreement. The remaining land transfer fees shall be totally delivered before April 30, 2010.

Except for other conventions of both parties, Party B shall deposit the earnest money as required by the agreement to the bank account of Party A at or before the pay day stipulated in the agreement.
Bank name: Xi’an Economic and Technology Development Zone Branch of Bank of China

Account No.: 298014619038093001

Payee: Finance Bureau of Xi’an Economic & Technological Development Zone

Article V Party B shall abide by the conventions in Attachment II Conditions for Land Planning Use when conducting project construction on the land legally obtained.

Article VI The fixed asset investment volume of Party B under the agreement shall not be less than RMB 12 million and five hundred thousand, namely, the investment intensity shall not be less than RMB 500,000 per mu (total fixed asset investment includes: buildings, structures and its attachments, equipments as well as components investment, land transfer fees).

Attachment 17: Land Transfer Form

No: ___________
**Seal:** Administrative Committee of Xi’an Economic & Technological Development Zone- Urban and Rural Balancing Development Office

**Land Transfer Form**

Transferor: Urban and Rural Balancing Development Office of Jing-wei New City

Receiver: Xi’an Xigao Public Transportation Co., Ltd.

Transfer content: (see details in Land Acquisition Result and Setting-out Plan for Transferred Parcel of Land)

Transfer date: March 3, 2010

<table>
<thead>
<tr>
<th>Transferor:</th>
<th>Receiver:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seal:</td>
<td>Seal:</td>
</tr>
<tr>
<td></td>
<td>Xi’an Xigao Public Transportation Co., Ltd.</td>
</tr>
<tr>
<td></td>
<td>Signature:</td>
</tr>
<tr>
<td></td>
<td>Attachment: I. Land Acquisition Result</td>
</tr>
<tr>
<td></td>
<td>II. Setting-out Plan for Transferred Parcel of Land</td>
</tr>
</tbody>
</table>
Land Acquisition Result of Xi'an Research Institute of Surveying and Mapping
<table>
<thead>
<tr>
<th>Entrusted unit</th>
<th>Area (mu)</th>
<th>Sketch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xi'an Xigao Public Transportation Co., Ltd.</td>
<td>22.818mu</td>
<td></td>
</tr>
</tbody>
</table>

**Scope of land acquisition**

<table>
<thead>
<tr>
<th>I</th>
<th>X</th>
<th>Y</th>
<th>D</th>
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<tbody>
<tr>
<td>H1</td>
<td>34391.315</td>
<td>18129.762</td>
<td>148.411</td>
</tr>
<tr>
<td>H2</td>
<td>34243.411</td>
<td>18142.378</td>
<td>102.500</td>
</tr>
<tr>
<td>H3</td>
<td>34234.728</td>
<td>18040.249</td>
<td>148.411</td>
</tr>
<tr>
<td>H4</td>
<td>34382.602</td>
<td>18027.633</td>
<td>102.500</td>
</tr>
</tbody>
</table>

**Confiscated road** 2.306mu

<table>
<thead>
<tr>
<th>I</th>
<th>X</th>
<th>Y</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1</td>
<td>34397.548</td>
<td>18026.358</td>
<td>102.500</td>
</tr>
<tr>
<td>D2</td>
<td>34406.261</td>
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<td>15.000</td>
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<tr>
<td>H1</td>
<td>34391.315</td>
<td>18129.762</td>
<td>102.500</td>
</tr>
<tr>
<td>H4</td>
<td>34382.602</td>
<td>18027.633</td>
<td>15.000</td>
</tr>
<tr>
<td>D1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scope of land acquisition: 22.818mu
Confiscated road: 2.306mu
Total: 25.124mu

See Page 1 for sketch

Seal: Xi'an Research Institute of Surveying and Mapping
Special seal for survey document
Specialty: first level integrated
Certificate No.: 260108-kj

Official seal   April 14, 2010   Calculator: Chen Bo   Examiner: Page (2)
Attachment 18: Construction Land Planning Permit

The old one obtained on July 20, 2010

Xi’an Economic & Technological Development Zone
Construction Land Planning Permit

No.: JW [2010] No.3

According to Article XXXI in Law of the People’s Republic of China on Urban and Rural Planning, after verification, the land use project is in accordance with the overall planning requirements of Xi’an Economic & Technological Development Zone, and is approved to handle the acquisition appropriation procedure.

Hereby the certificate is issued

Issuing authority:

Seal: Xi’an Economic & Technological Development Zone
Date: July 20, 2010

<table>
<thead>
<tr>
<th>Land user</th>
<th>Xi’an Xigao Public Transportation Co., Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project name</td>
<td>Construction project of bus parking lot</td>
</tr>
<tr>
<td>Location</td>
<td>West of Weiyang Road in Jing-wei New City, south of Jingpu Road</td>
</tr>
<tr>
<td>Area</td>
<td>Total area: 25.124mu (including net area: 22.818mu, confiscated road area: 2.301mu)</td>
</tr>
</tbody>
</table>

Names of attached figures and attachments:
(I) Project plan: [2009] No.111 issued by Xi’an Economic & Technological Development Zone
(II) Land Acquisition Result: Gui Shen (JW10-03) issued by Administrative Committee of Xi’an Economic & Technological Development Zone
(III) Check and ratify figure of land use: 175-340-2
Matters to be observed:

I. According to the spirit of document [1995] No.182 issued by the Municipal Administration, the certificate is a transitional certificate of land use permission examined and approved by Administrative Committee of Xi’an Economic & Technological Development Zone.

II. Any approval document for construction land and occupancy without the certificate is invalid.

III. Relevant regulations of the certificate shall not be deliberately changed without the approval of issuing authority.

IV. Since the issuing date, the certificate is valid of 1 year, otherwise the certificate becomes invalid.

The new one obtained on December 7, 2016

Xi’an Economic & Technological Development Zone

Construction Land Planning Permit

No.: JW [2010] No.3

According to Article XXXVII and Article XXXVIII in Urban and Rural Planning Law of the People’s Republic of China, the land-use project meets the requirements of urban and rural planning after
examination, so this certificate is issued.

Issuing authority:
Seal: Xi’an Economic & Technological Development Zone
Date: July 20, 2010

<table>
<thead>
<tr>
<th>Land user</th>
<th>Xi’an Xigao Public Transportation Co., Ltd.</th>
</tr>
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</table>

Names of attached figures and attachments:
(I) Project plan: [2009] No.111 issued by Xi’an Economic & Technological Development Zone
(II) Land Acquisition Result: Gui Shen (JW10-03) issued by Administrative Committee of Xi’an Economic & Technological Development Zone
(III) Check and ratify figure of land use: 175-340-2

Matters to be observed:

I. This certificate, examined by competent department of Urban and Rural Planning Bureau according to law, is a legal document that construction land meets the requirements of urban and rural planning.
II. Any approval document for construction land and occupancy without the certificate is invalid.
III. Relevant regulations of the certificate shall not be deliberately changed without the approval of issuing authority.
IV. Attached figure and attachments required by this certificate shall be confirmed legally by issuing authority, and have equal effect with this certificate.
Attachment 19: Letter on Construction of Xigao Bus Parking Lot Project (Xigao Parking Lot)

Xi’an Infrastructure Investment Group,

In order to promote the regional economic development, for the convenience of the citizens, and according to the overall planning of Xi’an Economic and Technological Development Zone, construction of Xigao Bus Parking Lot is one of the development projects introduced by Construction Office of Jingwei New Town. Based on the principle of facilitating enterprise construction and promoting enterprise development, we will provide preferred policy guarantee for settled enterprises, assist them in handling related approval
procedures as soon as possible, make efforts to commence the construction in the shortest time, and put the parking lot into operation.

October 26, 2016

Seal: Office of Construction Project Team for Jingwei New Town, Xi’an Economic and Technological Development Zone

**Attachment 20:** Site photos for Parking lot project of Xi’an Xigao Public Transportation Co., Ltd. (Xigao Bus Parking Lot)