



*Governor's Message
No. 13-29
Re: DFM*

GOVERNMENT OF KOSRAE
Office of the Governor
Kosrae State
Post Office Box 158
Tofol, Kosrae FM 96944
Telephone (691) 370-3002/3003/3009

March 16, 2023

The Honorable Semeon J. Phillip
Speaker
13th Kosrae State Legislature
Tofol, Kosrae State

Re: Reinstatement of Lease Payment

Dear Mr. Speaker:

I present my highest compliments and hope this letter finds you in the best of health and spirit.

This communication serves to formally inform you that the monthly rental payment at the Okat Dock Facilities by Liancheng Overseas Fishery (FSM) has been reinstated in the amount of US \$2,500.00 per month. Cash payments of US \$2,500 per month shall resume on April 1, 2023.

An attachment to this communication is provided for ease of reference and clarity.

Thank you and please do let me know should you need further information.

Sincerely,

Tulensa W. Palik
Governor, Kosrae State

"TUKENI OREKMA IN AKWOYE MWET LASR A AN SESR KOSRAE"
"WORKING TOGETHER FOR THE WELLBEING OF OUR PEOPLE AND KOSRAE"

*Rec'd 03/16/23
@ 2:45 pm
KSL / [Signature]*

**AMENDMENT TO LEASE AGREEMENT AND ADDENDUM TO THE
PROMISSORY NOTE, ACKNOWLEDGEMENT OF LOAN, SECURITY
AGREEMENT AND REPAYMENT OPTIONS**

THIS AMENDMENT AND ADDENDUM is made between **KOSRAE STATE GOVERNMENT**(hereinafter as "Kosrae") and **LIANCHENG OVERSEAS FISHERY (FSM) CO., LTD.** (Hereinafter as "Liancheng") on March 16, 2023. It is a supplement to the **AMENDMENT TO THE PROMISSORY NOTE, ACKNOWLEDGEMENT OF LOAN, SECURITY AGREEMENT AND REPAYMENT OPTIONS** entered into between these two parties on or about September 12, 2019, and also amends the lease agreement dated April 11, 2015, and amended initially on November 17, 2015.

RECITALS:

WHEREAS, Liancheng entered into a lease agreement with Kosrae on or about April 11, 2015 for the lease of an area of approximately 2,757 square meters on Okat Dock. The original lease amount was US \$1,000.00 per month, for the fish transshipment operation and other related purposes of Liancheng Overseas Fishery (FSM) Co., Ltd,

WHEREAS, Liancheng and Kosrae amended this lease on or about November 17, 2015, to increase the lease payment to US \$2,500.00 per month.

WHEREAS, in a separate agreement between the same parties an Amendment to the Promissory Note, Acknowledgement of Loan, Security Agreement and Repayment Options was made and entered into by both parties on or about September 12, 2019, for the repayment of a loan incurred by Kosrae State, when Liancheng paid off a debt owed by Kosrae State.

WHEREAS, this agreement is an Amendment to the Lease Agreement payment terms made and entered into by both parties for the lease of Okat Dock Facilities on or about November 17, 2015.

WHEREAS, due to the COVID Pandemic situation which affected Liancheng's operation in Kosrae, through consultation and mutual consent of both parties, Liancheng

desires to apply the rental payment of Okat Dock Facilities to the loan for a period of two (2) years as a repayment of the loan.

NOW THEREFORE, Kosrae State Government and Liancheng Overseas Fishery (FSM) Co., Ltd. hereby agree as set forth below:

1. Liancheng is to deduct the rental payment for the Okat Dock Facilities from the balance of the loan to Kosrae as a repayment of the loan by Kosrae, for a period of 24 months from April 01, 2021 to March 31, 2023.
2. Monthly rental payment of Okat Dock Facilities is US\$ 2,500.00 per the lease agreement, for a total of US\$60,000.00 to be deducted from the loan to Kosrae as repayment.
3. Loan balance as of March 14, 2023 is US\$ 288,750.00, subtracted the payment of US\$60,000.00 for the rental payment of Okat Dock Facilities for 24 months, the new loan balance is US\$228,750.00.
4. All other terms and conditions of the Amendment to the Promissory Note, Acknowledgement of Loan, Security Agreement and Repayment Options entered into on September 12, 2019, shall remain the same in full force and effect.
5. Cash payments of US\$2,500.00 per month to Kosrae shall resume on April 1, 2023.
6. The signatories acknowledge they have full authority to enter into this agreement on behalf of their principles.
7. This agreement may be executed by the parties in counterparts. Photographic or email copies of such signed counterparts may be used in lieu of the originals for any purposes. The counterparts executed by the parties named in this instrument, taken together, shall constitute a single agreement.

IN WITNESS WHEREOF: the parties have executed this agreement on the day and year first above written.

For **Kosrae State Government**

Name: Tulensa W. Paulik

Title: Governor

Date:



For **Liancheng Overseas Fishery (FSM) Co., Ltd.**

Name: Zhipeng Wu
Title: Kosrae Base Manager
Date: