Received by NSD/FARA Registration Unit 09/04/2024 5:15:01 PM

OMB No. 1124-0006; Expires October 31, 2026

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Gibson, Dunn & Crutcher LLP

2. Registration Number
7454

3. Primary Address of Registrant
333 South Grand Avenue, Los Angeles, CA 90071

4. Name of Foreign Principal
Altai Holding LLC

5. Address of Foreign Principal
Chinggis Khaan Hotel Complex, Level 3, Tokyo Street 10A,
Bayanzurkh District
Ulaanbaatar
MONGOLIA 13381

6. Country/Region Represented
MONGOLIA

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☒ Other *(specify)* Limited Liability Corporation
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:01 PM

9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Altai Holding LLC was established in 1991 and is a holding company. Its portfolio includes entities in the manufacturing, retail, hospitality, IT, media, telecommunications, and finance industries.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Battushig Batbold is the Chairman of Altai's Board of Directors. Javzmaa Lkhagvasuren is Altai's CEO. It is owned by Sukhbaatar Batbold, Otgontuya Khorloo, Battushig Batbold, Samaadi Batbold, Badamkhand Batbold, Tserendulam Batbold, Sedibazar Batbold.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:01 PM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
09/04/2024	Orin Snyder	Sign	/s/Orin Snyder
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 09/04/2024 5:15:01 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:01 PM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
9/3/2024	Orin Snyder	

Received by NSD/FARA Registration Unit 09/04/2024 5:15:01 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

OMB No. 1124-0004; Expires October 31, 2026

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Gibson, Dunn & Crutcher LLP	7454

3. Name of Foreign Principal

Altai Holding LLC

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 08/28/2024

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant provided non-registrable legal services prior to August 28, 2024 as shown in Exhibit B. The registrant will continue to provide legal representation to foreign principals in connection with ongoing legal proceedings.
As required, registrant may coordinate public and government relations efforts and activities related to the ongoing legal proceedings for foreign principals.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant provided non-registrable legal services prior to August 28, 2024 as shown in Exhibit B. The registrant will continue to provide legal representation to foreign principals in connection with ongoing legal proceedings.
As required, registrant may coordinate public and government relations efforts and activities related to the ongoing legal proceedings for foreign principals.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant's activities may include specific advocacy assignments connected to ongoing litigation, including the preparation of written materials for publication, with regard to U.S. government officials, and/or representatives of media organizations.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See Appendix for Response			
			$ 900,000.00
			Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
06/29/2024	Various	In the past 60 days, the registrant has expended approximately $37,000 in connection with litigation services for Sukhbaatar Batbold, Battushig Batbold, and Altai Holding LLC. Those include, for example, travel costs, copying costs, and research expenses.	$ 37,000.00
			$ 37,000.00
			Total

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
09/04/2024	orin snyder	Sign	/s/orin snyder
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
9/3/2024	Orin Snyder	

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Appendix
Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise? If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
07/02/2024	Altai Holding LLC	Payment received from Altai Holding LLC on behalf of Sukhbaatar Batbold, Battushig Batbold, Altai Holding LLC	$ 300,000.00
07/17/2024	Altai Holding LLC	Payment received from Altai Holding LLC on behalf of Sukhbaatar Batbold, Battushig Batbold, Altai Holding LLC	$ 300,000.00
07/29/2024	Altai Holding LLC	Payment received from Altai Holding LLC on behalf of Sukhbaatar Batbold, Battushig Batbold, Altai Holding LLC	$ 300,000.00

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

200 Park Avenue
New York, NY 10166-0193
Tel 212.351.4000
gibsondunn.com

Orin Snyder
Direct: +1 212.351.2400
Fax: +1 212.351.6335
ERosenbaum@gibsondunn.com

March 26, 2024

Sükhbaataryn Batbold
Altai Holding LLC
Chinggis Khaan Hotel Complex, Level 3, Tokyo Street 10A, Bayanzurkh District,
Ulaanbaatar, Mongolia 13381

Battushig Batbold
Altai Holding LLC
Chinggis Khaan Hotel Complex, Level 3, Tokyo Street 10A, Bayanzurkh District,
Ulaanbaatar, Mongolia 13381

Re: Representation of Sükhbaataryn and Battushig Batbold

Dear Sükhbaataryn and Battushig:

As you know, Gibson, Dunn & Crutcher LLP ("Gibson Dunn" or the "Firm") has had the privilege of previously representing you. Most recently, you have asked us to represent you in a new matter involving EDNY Forfeiture Litigation. We look forward to working with you once again.

Recently, the Firm has modified its business intake procedures which require the Firm to enter into a retention agreement with clients, even existing clients such as Sükhbaataryn and Battushig Batbold ("You"), to confirm and memorialize the scope of work for which we are being retained and the terms of our engagement. Unless otherwise agreed in writing, the terms of this letter and the attached Terms of Retention will also apply to any additional matters that we handle on behalf of You, and any affiliate of Yours for whom we also provide legal services, as to which you represent that you have the authority to bind such affiliates to the terms of this letter.

Fees and Billing

Generally, we will bill You for our services and reimbursable expenses on a monthly basis. Karin Portlock, Lee Crain, and I will be primarily responsible for this matter. Other attorneys and paralegals may also perform services during the course of this engagement. For more information, please refer to the section on Professional Fees in the Terms of Retention.

We will not charge You for certain ancillary services, such as word processing and standard secretarial time. We will invoice you for the cost of other services incurred on your behalf. Please refer to the section on Costs and Ancillary Services in the Terms of Retention for additional information.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

To the extent all or part of our fees and expenses may be covered by insurance or payments from other third parties, you agree to pay our invoices directly within the 30-day period described in Section 4 of the attached Terms of Retention. If requested, we will work with you to obtain reimbursement from insurers or other third parties provided we do not have a conflict in doing so. You also agree to bring all outstanding invoices current prior to October 31 (the end of our statistical year) and December 31 (the end of our fiscal year).

Waiver of Prospective Conflicts on Unrelated Matters

We represent many other clients. It is possible that during or after the time we represent You, other present or future clients will ask us to represent them in disputes or transactions with or involving You (which includes any related persons or entities) as to legal matters not substantially related to our representation of You. In such a situation, the Firm could be tempted to balance the interests between its clients rather than vigorously assert a single client's interest on an issue. We do not believe, however, that our simultaneous representation of you in the present matter, and our representation of another client in any such substantially unrelated matter adverse to you will compromise our ability to adequately represent you.

We wish to clarify our mutual understanding with You as to the extent to which our representation of You both will affect, and will not affect, our ability to represent other existing or future clients in other legal matters, whether or not You (including related persons or entities) are adverse or otherwise involved in those matters. As a condition of our undertaking this matter, You agree that:

- we can continue to represent, or can in the future represent, existing or new clients in any matter, including litigation or other adversarial proceedings (which includes bankruptcy or insolvency proceedings, including instances where You are a creditor or equity holder in such a proceeding) ("Other Matters"), so long as the Other Matters are not substantially related to our work for You on EDNY Forfeiture Litigation, even if those other clients' interests are adverse to Your interests in the Other Matters;

- we might obtain confidential information of interest to You in these Other Matters that we cannot share with You; and

- You waive any conflict of interest that might arise from the Firm's engagement in the Other Matters, and will not seek to disqualify the Firm or any of the Firm's lawyers in or assert a conflict with respect to the Firm's engagements in the Other Matters.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

If for any reason, Your consent and waiver of potential conflicts is not effective in the circumstances, You consent to our resignation from our representation of You, and agree to support a motion, if filed by the Firm, to withdraw from our representation of You if resignation at that time is otherwise permissible under applicable professional rules. In that case, You would need to engage, at Your expense, separate counsel to represent Your interests.

Of course, without Your further prior written consent, we cannot and will not represent another client in a matter adverse to You if we have obtained confidential information of a nonpublic nature from You, as a result of our representation of You, that, if known to the other client, could be used in the Other Matters by the other client to Your material disadvantage unless we have imposed in advance of that subsequent engagement an ethical screen that assures the preservation of Your confidences.

Arbitration

We appreciate the opportunity to serve as your attorneys and look forward to continuing a productive and mutually rewarding relationship. If you become dissatisfied with our charges or services, we encourage you to bring that to our attention immediately. We believe that most problems of this nature can be resolved through good faith discussion. In the event that we cannot resolve a dispute through discussion, we believe that binding arbitration offers a more expeditious and less expensive alternative than court action.

By signing this engagement letter agreement, you agree to binding arbitration in New York City of any dispute, claim or controversy regarding any of our past, present or future services as described in the attached Terms of Retention, including any dispute as to the fees for our services, which you might otherwise have the right to arbitrate under Part 137 of the Rules of the Chief Administrator of the Courts. You are also agreeing that You are waiving your right to a jury or court trial, and are waiving any right You might have to collect punitive damages. This waiver of punitive damages applies only to the maximum extent permitted by law. If you do not wish to agree to arbitration, you should advise us before signing this letter. If you have any questions or concerns regarding the advisability of arbitration, we encourage you to discuss them with us, independent counsel, or your other advisors.

Confirmation of Agreement

Please review and familiarize yourself with the attached Terms of Retention, which are incorporated into this engagement letter agreement. If this letter and the Terms of Retention accurately reflect your understanding of our agreement, please acknowledge your approval and acceptance of these terms by signing and returning to me the enclosed copy of this letter. I would be pleased to answer any questions you might have.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

GIBSON DUNN

On behalf of Gibson, Dunn & Crutcher LLP, I look forward to continuing our mutually rewarding relationship.

Sincerely,

GIBSON, DUNN & CRUTCHER LLP

Orin Snyder
Partner

Agreed to this _____ day of _____, 20___.

Sükhbaataryn and Battushig Batbold

By: _____
Sükhbaataryn Batbold

By: _____
Battushig Batbold

OS
Attachment

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

TERMS OF RETENTION
OF
GIBSON, DUNN & CRUTCHER LLP

Except as modified in writing, the following provisions will apply to the relationship between Gibson, Dunn & Crutcher LLP (the "Firm" or "we") and the client ("you"), as identified in the accompanying engagement letter agreement:

1. Professional Fees. Unless otherwise agreed in writing, we will charge for our legal services based on the amount of time devoted to the matter at the hourly rates for the particular professionals involved. The hourly rates of our attorneys and paralegals vary, depending generally upon the experience and capabilities of the attorney or paralegal involved, and we adjust these rates from time to time. The current assigned rates of the attorneys assigned to this matter are: Orin Snyder ($2,500.00 per hour); Karin Portlock ($1,675.00 per hour); and Lee Crain ($1,675.00 per hour). Upon any adjustment in our assigned rates, we will charge you the adjusted rates. Other attorneys and paralegals may also perform services during the course of this engagement. We also ask that you consider whether a discretionary bonus would be appropriate at the conclusion of a matter in light of the results obtained and other factors, including the complexity of the matter, the amounts involved, any time limitations imposed, and the novelty and difficulty of the issues posed.

2. Costs and Ancillary Services. The Firm will invoice you for the cost of certain ancillary services incurred on your behalf. Generally, we will not charge you for certain services, such as word processing and regular secretarial time. Whenever practicable, discounts obtained from vendors will be passed on to you. Under certain circumstances, we may ask you to advance anticipated costs or to pay outside vendors directly for their services. Our charges for these costs and ancillary services are subject to change from time to time.

With respect to travel, our attorneys are instructed to incur transportation, lodging, meal and other travel costs at reasonable rates. The Firm instructs its attorneys to comply with the policies of individual clients regarding airline usage and to obtain the lowest fare available consistent with those policies. We will bill you for all travel costs at the Firm's actual cost, including passing along the direct discount offered by airline carriers. From time to time additional travel benefits from certain carriers based on volume are received by the Firm; all such benefits are generally retained by the Firm.

Other costs that we incur for your benefit (such as expert witness fees; filing fees; etc.) will be billed at the Firm's actual cost. In addition, the services provided to you may involve services provided by third parties outside the Firm. You will be required to pay for these outside services directly, or to reimburse us if we make payment for these services on your behalf. When there are substantial expenditures involving outside vendors or substantial out of pocket expenditures, we will require either that you pay those sums to us before we expend them or that you directly contract with and pay the outside vendor. You agree that you will indemnify the Firm for any claim made against the Firm from an outside vendor for services rendered in connection with the Firm's representation of you.

3. Estimates Not Binding. It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter or the total amount of fees and costs which may be incurred. Obviously, any estimates or budgets may need to be adjusted upwards or downwards as changes occur. Moreover, these estimates and budgets are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

4. Billing and Payment. Fees and expenses will generally be billed monthly and are payable upon presentation, but in no event to exceed 30 days from presentation of our statement. We expect prompt payment, and our experience indicates that prompt billing and prompt payment enhances the working relationship. We reserve the right to postpone or defer providing additional services or to discontinue our representation, to the extent legally permissible, if billed amounts are not paid when due. We also reserve the right to charge a late fee of 1% per month on all sums that are not paid within 30

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

days of presentation of our statement. You also agree that you will promptly review our statements and raise any questions regarding the amounts and items billed within 30 days of presentation. If you object to only a portion of the charges on a statement, then you agree to pay the remainder of the charges, which will not constitute a waiver of your objection. While you may have insurance available to pay some or all of the fees and expenses incurred in connection with this engagement, you will remain responsible for the timely payment of the entirety of the bill if there is a shortfall between the total amount incurred and the amount paid, if any, from insurance proceeds.

5. Termination of Representation.

5.1 Termination By You. You have the right to terminate our services at any time. If you decide to terminate our services, you agree to give us prompt written notice of such termination. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to execute and return to us a Substitution of Attorney promptly upon receipt from us.

5.2 Termination By Us. We also have the right to withdraw from this representation if, among other things, you fail to honor the terms of our engagement letter and these Terms of Retention, you fail to make payment of any of our statements in a timely manner, you fail to cooperate or to follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical, and we determine that we are permitted to withdraw our representation. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding such termination, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf.

5.3 Date of Termination. Our representation of you will be considered terminated at the earlier of (a) your termination of our representation, (b) our withdrawal from our representation of you or (c) the substantial completion of our work for you. In the event there has been no work performed by our attorneys on your behalf for a period of six consecutive months, we agree that our attorney-client relationship will have been terminated.

5.4 Duties Upon Termination. Upon termination of our involvement in a particular matter for which we were engaged, we will have no further duty to inform you of future developments or changes in law which may be relevant to such matter. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice duties or similar deadlines which may arise from the matters for which we had been engaged. If your matter involves obtaining a judgment and such judgment is obtained, we will only be responsible for those post-judgment services (such as recording abstracts, filing judgment liens, and calendaring renewals of judgments) as are expressly agreed to by you and the Firm in writing, and for which you will be obliged to pay.

6. Arbitration.

6.1 ARBITRATION OF ALL DISPUTES, CLAIMS OR CONTROVERSIES. PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR OF THE COURTS GIVES YOU THE RIGHT, IN CERTAIN CIRCUMSTANCES, TO SUBMIT A DISPUTE ABOUT THE FEES FOR OUR SERVICES TO ARBITRATION. A COPY OF THE WRITTEN INSTRUCTIONS AND PROCEDURES FOR PART 137 IS ATTACHED. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE: 1) THAT YOU HAVE READ THESE WRITTEN INSTRUCTIONS AND PROCEDURES, 2) THAT YOU HAVE BEEN ADVISED OF YOUR RIGHT TO USE THE FEE ARBITRATION PROCEDURES OF PART 137, AND 3) THAT YOU ARE NOT REQUIRED TO AGREE TO ARBITRATE ANY FEE DISPUTE IN AN ARBITRAL FORUM OUTSIDE PART 137. NOTWITHSTANDING WHATEVER RIGHTS YOU MAY HAVE UNDER PART 137, BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO RESOLVE ALL FEE DISPUTES BY ARBITRATION BEFORE AN ARBITRAL FORUM OUTSIDE PART 137. YOU THEREBY AGREE TO WAIVE YOUR RIGHTS WITH REGARD TO ARBITRATION PURSUANT TO PART 137, WHICH

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

INCLUDES THE RIGHT TO REJECT THE ARBITRATOR(S) AWARD BY COMMENCING AN ACTION ON THE MERITS IN A COURT OF LAW. AS A MATERIAL PART OF OUR AGREEMENT, YOU AND THE FIRM AGREE THAT ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OUR RELATIONSHIP, OR THE SERVICES PERFORMED OR ANY OTHER MATTER OR THING, SHALL BE DETERMINED EXCLUSIVELY BY CONFIDENTIAL, FINAL AND BINDING ARBITRATION AS FOLLOWS:

(A) THE MATTERS SUBMITTED TO ARBITRATION SHALL BE HEARD AND DETERMINED BY A SINGLE ARBITRATOR IN THE PRINCIPAL CITY OF THE FEDERAL JURISDICTION IN WHICH THIS AGREEMENT IS ENTERED INTO, IN ACCORDANCE WITH THE THEN EXISTING RULES FOR COMMERCIAL ARBITRATION OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS").

(B) ANY PARTY TO THE ARBITRATION MAY REQUEST JAMS TO IDENTIFY PANELS OF RETIRED OR FORMER JURISTS QUALIFIED AND ABLE TO SIT AS ARBITRATORS OF THE MATTERS SUBMITTED FOR ARBITRATION AND THE ARBITRATOR DETERMINING THE SUBMITTED MATTERS SHALL BE SELECTED FROM SUCH PANELS PURSUANT TO JAMS RULES.

(C) DISPUTES, CLAIMS AND CONTROVERSIES SUBJECT TO FINAL AND BINDING ARBITRATION UNDER THIS AGREEMENT INCLUDE, WITHOUT LIMITATION, ALL THOSE THAT OTHERWISE COULD BE TRIED IN COURT TO A JUDGE OR JURY IN THE ABSENCE OF THIS AGREEMENT. SUCH DISPUTES, CLAIMS AND CONTROVERSIES INCLUDE, WITHOUT LIMITATION, CLAIMS FOR PROFESSIONAL MALPRACTICE, DISPUTES OVER OUR FEES AND EXPENSES, ANY DISPUTES OVER THE QUALITY OF SERVICES WHICH WE RENDER, ANY CLAIMS RELATING TO OR ARISING OUT OF YOUR OR OUR PERFORMANCE UNDER THIS AGREEMENT, AND ANY OTHER CLAIMS ARISING OUT OF ANY ALLEGED ACT OR OMISSION BY YOU OR US.

(D) EXCEPT AS OTHERWISE DETERMINED BY THE ARBITRATOR, THE FEES OF THE ARBITRATION INITIALLY WILL BE PAID EQUALLY BY BOTH THE FIRM AND YOU. HOWEVER, THE ARBITRATOR SHALL HAVE THE RIGHT TO ORDER EITHER PARTY TO PAY ALL FEES AND COSTS AS PART OF THE AWARD.

(E) BY AGREEING TO SUBMIT ALL DISPUTES, CLAIMS AND CONTROVERSIES TO BINDING ARBITRATION, YOU AND THE FIRM EXPRESSLY WAIVE ANY RIGHTS TO HAVE SUCH MATTERS HEARD OR TRIED IN COURT BEFORE A JUDGE OR JURY OR IN ANOTHER TRIBUNAL. YOU AND THE FIRM FURTHER AGREE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO WAIVE ANY RIGHT YOU OR THE FIRM MAY HAVE TO PUNITIVE DAMAGES.

(F) THE ARBITRATOR SHALL BE AUTHORIZED TO DETERMINE ALL ISSUES IN ARBITRATION AS IF THE ARBITRATOR WERE SITTING AS A JUDGE WITHOUT A JURY, AND THE ARBITRATOR SHALL RENDER A WRITTEN REASONED AWARD WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW SUFFICIENT TO SUPPORT SUCH JUDICIAL REVIEW AS IS PROVIDED BY APPLICABLE STATUTES GOVERNING ARBITRATIONS.

(G) ANY ARBITRATION AWARD SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE PARTIES, SUBJECT ONLY TO JUDICIAL REVIEW PROVIDED BY STATUTES GOVERNING ARBITRATIONS, AND A JUDGMENT RENDERED ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

6.2 WAIVER OF RIGHT TO JURY OR COURT TRIAL. YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT YOU AND THE FIRM ARE WAIVING ANY RIGHT TO A JURY OR COURT TRIAL, AND YOU ARE WAIVING YOUR RIGHT TO ARBITRATE FEE DISPUTES UNDER PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR OF THE COURTS (22 N.Y.C.R.R.).

6.3 WAIVER OF RIGHT TO RECEIVE PUNITIVE DAMAGES. YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU AND THE FIRM ARE WAIVING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT YOU OR THE FIRM HAVE TO AN AWARD OF PUNITIVE DAMAGES.

6.4 OTHER ARBITRATION SERVICE PROVIDERS. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE PARTIES TO STIPULATE AND AGREE TO CONDUCT THE ARBITRATION BEFORE AND PURSUANT TO THE THEN EXISTING RULES OF ANY OTHER AGREED-UPON ARBITRATION SERVICES PROVIDER.

7. Identity of the Client. The Firm's client for purposes of this engagement is only the person(s), entity or entities identified in the accompanying letter agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, agents, partners or employees.

8. Conflicts of Interest. To assist in avoiding representation of parties with conflicts of interest, we maintain a computerized conflict of interest index. The Firm will not represent any party with an interest that may be adverse to that of a person or entity included in the index without an examination to determine whether a conflict of interest would actually be created. To allow us to conduct a conflicts check, you represent that you have identified for us all persons and entities that are or may become involved in this matter, including all persons and entities that are affiliated with you and the other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in this matter.

9. Limitations on Liability.

9.1 General Limitation on Liability. You agree that the Firm shall not have any liability to you in connection with our representation of you except for liability for losses, claims, damages, liabilities or expenses incurred by you that result from our professional malpractice, gross negligence or willful misconduct.

9.2 Limited Liability Partnership. Gibson, Dunn & Crutcher LLP is a limited liability partnership. As a result, with certain possible limited exceptions, none of which may be applicable, the partners of the Firm are not liable or accountable, directly or indirectly, including by way of indemnification, contribution, assessment, or otherwise, for debts, obligations, or liabilities of or chargeable to the Firm or another partner in the Firm, whether arising in tort, contract, or otherwise, that are incurred, created, or assumed by the Firm, by reason of being a partner or acting in the conduct of the business or activities of the Firm.

9.3 Additional Rights. The provisions of this Section 9 are in addition to any rights that we may have at common law or otherwise, including but not limited to any right of contribution.

9.4 Indemnification. You agree to indemnify and hold harmless the Firm and each current, former and future partner, associate and employee of the Firm, to the full extent permitted by law, from and against all claims, actions, liabilities or damages related to or arising out of our representation of you and you will reimburse us for all expenses as they are incurred by us in connection with investigating, preparing to defend or defending against such claims or actions (including attorneys' fees, experts' fees, disbursements and compensation for the time expended by attorneys of the Firm in connection with any

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

such action or claim, calculated at the hourly rate for the particular individuals involved), whether or not in connection with pending or threatened litigation in which we are a party or potential party; provided, however, that you will not be responsible for any claims, actions, liabilities, damages, losses or expenses which are finally judicially determined to have resulted from our professional malpractice, gross negligence or willful misconduct.

10. No Guarantee of Outcome. We do not and cannot guarantee the outcome in any matter. Our comments about the outcome of your matter are expressions of opinion only.

11. Entire Agreement. These Terms of Retention and the accompanying letter agreement supersede all other prior and contemporaneous written and oral agreements and understandings between us and contain the entire agreement between the parties. This agreement may be modified only by subsequent written agreement of the parties. You acknowledge that no promises have been made to you other than those stated in this agreement.

12. Applicable Law. This agreement shall be governed by the internal law, and not the law pertaining to choice or conflict of laws, of the State of New York.

13. Compliance With Section 307 of the Rules of the Securities and Exchange Commission. The Firm has adopted policies relating to compliance with the rules adopted pursuant to the Sarbanes-Oxley Act, and will provide a copy of these policies to you upon request.

14. Severability. If any section or portion of these terms is determined by any court or arbitrator to be illegal or invalid, the validity of the remaining terms shall not be affected therein and said illegal or invalid term shall be deemed not to be a part of this Agreement.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

UCS 137-3 (5/02)

STANDARD WRITTEN INSTRUCTIONS AND PROCEDURES

TO CLIENTS FOR THE RESOLUTION OF FEE DISPUTES PURSUANT

TO PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR

Part 137 of the Rules of the Chief Administrator of the Courts provides a procedure for the arbitration (and in some cases mediation) of fee disputes between attorneys and clients in civil matters. Your attorney can provide you with a copy of Part 137 upon request or you can download a copy at http://www.nycourts.gov/admin/feedispute. Fee disputes may involve both fees that you have already paid to your attorney and fees that your attorney claims are owed by you. If you elect to resolve your dispute by arbitration, your attorney is required to participate. Furthermore, the arbitration will be final and binding on both your attorney and you, unless either of you seeks a trial de novo within 30 days, which means either of you reject the arbitrator's decision by commencing an action on the merits of the fee dispute in a court of law within 30 days after the arbitrator's decision has been mailed. Fees disputes which may not be resolved under this procedure are described in Part 137.1 of the Rules of Chief Administrator of the Courts: representation in criminal matters; amounts in dispute involving a sum of less than $1000 or more than $50,000 unless the parties consent; and claims involving substantial legal questions, including professional malpractice or misconduct. Please consult Part 137.1 for additional exclusions.

Your attorney may not bring an action in court to obtain payment of a fee unless he or she first has provided written notice to you of your right to elect to resolve the dispute by arbitration under Part 137. If your attorney provides you with this notice, he or she must provide you with a copy of the written instructions and procedures of the approved local bar association-sponsored fee dispute resolution program ("Local Program") having jurisdiction over your dispute. Your

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

attorney must also provide you with the "Request for Fee Arbitration" form and advise that you must file the Request for Fee Arbitration with the local program within 30 days of the receipt of the notice. If you do not file the Request within those 30 days, you will not be permitted to compel your attorney to resolve the dispute by arbitration, and your attorney will be free to bring a lawsuit in court to seek to obtain payment of the fee.

In order to elect to resolve a fee dispute by arbitration, you must file the attached "Request for Fee Arbitration" with the approved local program. An updated list of local programs is available at http://www.nycourts.gov/admin/feedispute or by calling 877-FEES 137 (877- 333-7137).

Filing of the Request for Fee Arbitration must be made with the appropriate local program for the county in which the majority of legal services were performed. Once you file the Request for Fee Arbitration, the local program will mail a copy of the request to your attorney, who must provide a response within 15 days of the mailing. You will receive at least 15 days notice in writing of the time and place of the hearing and of the identity of the arbitrator(s). The arbitrator(s) decision will be issued no later than 30 days after the date of the hearing. You may represent yourself at the hearing, or you may appear with an attorney if you wish.

Some local programs may offer mediation services in addition to arbitration. Mediation is a process by which those who have a fee dispute meet with the assistance of a trained mediator to clarify issues and explore options for a mutually acceptable resolution. Mediation provides the opportunity for your attorney and you to discuss your concerns without relinquishing control over the outcome and of achieving a result satisfactory to both of you. Participation in mediation is voluntary for your attorney and you, and it does not waive any of your rights to arbitration under these rules. If you wish to attempt to resolve your dispute through mediation, you may indicate your wish on the Request for Fee Arbitration form.

More information, including an updated list of local programs, is available at:
http://www.nycourts.gov/admin/feedispute or by calling (877) FEES 137.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

200 Park Avenue
New York, NY 10166-0193
Tel 212.351.4000
gibsondunn.com

Orin Snyder
Direct: +1 212.351.2400
Fax: +1 212.351.6335
OSnyder@gibsondunn.com

August 28, 2024

Sükhbaataryn Batbold
Altai Holding LLC
Chinggis Khaan Hotel Complex, Level 3, Tokyo Street 10A, Bayanzurkh District,
Ulaanbaatar, Mongolia 13381

Battushig Batbold
Altai Holding LLC
Chinggis Khaan Hotel Complex, Level 3, Tokyo Street 10A, Bayanzurkh District,
Ulaanbaatar, Mongolia 13381

Altai Holding LLC
Chinggis Khaan Hotel Complex, Level 3, Tokyo Street 10A, Bayanzurkh District,
Ulaanbaatar, Mongolia 13381

Sky Hypermarket LLC
Emart Chinggis, Tokyo Street 23, 12th Sub District, 1st Khoroo, Bayanzurkh District,
Ulaanbaatar, Mongolia 13381

Re: Representation of Sükhbaataryn Batbold, Battushig Batbold, Altai Holding LLC, and Sky Hypermarket LLC

Dear Sükhbaataryn, Battushig, Altai Holding LLC, and Sky Hypermarket LLC:

Sükhbaataryn and Battushig, as you know, Gibson, Dunn & Crutcher LLP ("Gibson Dunn" or the "Firm") has had the privilege of previously representing you and recently entered into an agreement, dated March 26, 2024, to represent you in a new matter involving EDNY Forfeiture Litigation (the "EDNY Forfeiture Litigation Agreement"). In addition to the legal services and representation covered by the EDNY Forfeiture Litigation Agreement, Sükhbaataryn and Battushig Batbold (together, with Altai Holding LLC and Sky Hypermarket LLC, "You") are now also retaining the Firm to provide public and government relations services and counsel in connection with the EDNY Forfeiture Litigation. As set forth in the EDNY Forfeiture Litigation Agreement, its terms and its appended Terms of Retention apply to any additional matters that the Firm handles on behalf of Sükhbaataryn and Battushig, and any affiliate of Sükhbaataryn's or Battushig's for whom we also provide legal services, as to which Sükhbaataryn or Battushig represent that Sükhbaataryn and Battushig have the authority to bind to the terms of the EDNY Forfeiture Litigation Agreement. The Firm reiterates that the terms of the EDNY Forfeiture Litigation Agreement, including but not limited to its arbitration provision, and the Terms of Retention appended thereto, including but not limited to its arbitration provision, apply with equal force to this new matter and are incorporated by reference and made part of this agreement as if fully set forth herein to the extent not expressly displaced.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Altai Holding LLC and Sky Hypermarket LLC, we are pleased that you have asked the Firm to represent Altai Holding LLC and Sky Hypermarket LLC by providing public and government relations services and counsel in connection with the EDNY Forfeiture Litigation. The Firm's intake procedures require that the Firm enter into a retention agreement with clients to confirm and memorialize the scope of work for which we are being retained and the terms of our engagement. Unless otherwise agreed in writing, the terms of this agreement and the terms of the EDNY Forfeiture Litigation Agreement, including but not limited to its arbitration provision, and the Terms of Retention appended thereto, including but not limited to its arbitration provision, apply with equal force to this matter and are incorporated by reference and made part of this agreement as if fully set forth herein to the extent not expressly displaced. For avoidance of doubt, by signing this agreement, you agree to the terms of this agreement and to the terms in the EDNY Forfeiture Litigation Agreement unless the terms of the EDNY Forfeiture Litigation Agreement are expressly displaced by the terms herein.

Fees and Billing

The fees and billings terms contained within the EDNY Forfeiture Litigation Agreement apply with equal force to this new matter and are incorporated by reference and made part of this agreement as if fully set forth herein, except that Lee Crain and I will be primarily responsible for this matter.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Sincerely,

GIBSON, DUNN & CRUTCHER LLP

Orin Snyder
Partner

Agreed to this 28 day of August, 2024.

Sükhbaataryn Batbold, Battushig Batbold, Altai Holding LLC, Sky Hypermarket LLC

By: _____
Sükhbaataryn Batbold

By: _____
Battushig Batbold

By: _____
on behalf of Altai Holding LLC

By: _____
on behalf of Sky Hypermarket LLC

OS
Attachment

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

UCS 137-3 (5/02)

STANDARD WRITTEN INSTRUCTIONS AND PROCEDURES

TO CLIENTS FOR THE RESOLUTION OF FEE DISPUTES PURSUANT

TO PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR

Part 137 of the Rules of the Chief Administrator of the Courts provides a procedure for the arbitration (and in some cases mediation) of fee disputes between attorneys and clients in civil matters. Your attorney can provide you with a copy of Part 137 upon request or you can download a copy at http://www.nycourts.gov/admin/feedispute. Fee disputes may involve both fees that you have already paid to your attorney and fees that your attorney claims are owed by you. If you elect to resolve your dispute by arbitration, your attorney is required to participate. Furthermore, the arbitration will be final and binding on both your attorney and you, unless either of you seeks a trial de novo within 30 days, which means either of you reject the arbitrator's decision by commencing an action on the merits of the fee dispute in a court of law within 30 days after the arbitrator's decision has been mailed. Fees disputes which may not be resolved under this procedure are described in Part 137.1 of the Rules of Chief Administrator of the Courts: representation in criminal matters; amounts in dispute involving a sum of less than $1000 or more than $50,000 unless the parties consent; and claims involving substantial legal questions, including professional malpractice or misconduct. Please consult Part 137.1 for additional exclusions.

Your attorney may not bring an action in court to obtain payment of a fee unless he or she first has provided written notice to you of your right to elect to resolve the dispute by arbitration under Part 137. If your attorney provides you with this notice, he or she must provide you with a copy of the written instructions and procedures of the approved local bar association-sponsored fee dispute resolution program ("Local Program") having jurisdiction over your dispute. Your

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

attorney must also provide you with the "Request for Fee Arbitration" form and advise that you must file the Request for Fee Arbitration with the local program within 30 days of the receipt of the notice. If you do not file the Request within those 30 days, you will not be permitted to compel your attorney to resolve the dispute by arbitration, and your attorney will be free to bring a lawsuit in court to seek to obtain payment of the fee.

In order to elect to resolve a fee dispute by arbitration, you must file the attached "Request for Fee Arbitration" with the approved local program. An updated list of local programs is available at http://www.nycourts.gov/admin/feedispute or by calling 877-FEES 137 (877- 333-7137).

Filing of the Request for Fee Arbitration must be made with the appropriate local program for the county in which the majority of legal services were performed. Once you file the Request for Fee Arbitration, the local program will mail a copy of the request to your attorney, who must provide a response within 15 days of the mailing. You will receive at least 15 days notice in writing of the time and place of the hearing and of the identity of the arbitrator(s). The arbitrator(s) decision will be issued no later than 30 days after the date of the hearing. You may represent yourself at the hearing, or you may appear with an attorney if you wish.

Some local programs may offer mediation services in addition to arbitration. Mediation is a process by which those who have a fee dispute meet with the assistance of a trained mediator to clarify issues and explore options for a mutually acceptable resolution. Mediation provides the opportunity for your attorney and you to discuss your concerns without relinquishing control over the outcome and of achieving a result satisfactory to both of you. Participation in mediation is voluntary for your attorney and you, and it does not waive any of your rights to arbitration under these rules. If you wish to attempt to resolve your dispute through mediation, you may indicate your wish on the Request for Fee Arbitration form.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM
Docusign Envelope ID: 56B1FD77-0D2C-4D43-8E15-901FAD5F7D60

TUSK STRATEGIES

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made effective as of August 28, 2024 by and between Gibson, Dunn & Crutcher LLP (the "**Firm**," or "**Gibson Dunn**"), Sukhbaatar Batbold, Battushig Batbold, Altai Holding LLC, and Sky Hypermarket LLC ("**Client**"), and Tusk Strategies LLC ("**Tusk**") (collectively, the "**Parties**," each a "**Party**"). The Parties agree as follows:

1. SERVICES

Beginning August 28, 2024, Tusk will provide services running through TBD (the "**Work Period**"). During the Work Period, Tusk will serve as an independent contractor and shall, as specifically requested by the Firm from time to time, provide services (the "**Services**") in the areas of its expertise in connection with *United States of America v. Any and All Shares of 21 East 61st Street Apartment Corp held in the Name of Lovitas, Inc*. et al., No. 1:24-cv-02147 (E.D.N.Y.) (the "**Matter**").

During the Work Period, Tusk will be retained by the Firm, and Tusk's Services will be conducted under the Firm's direction and supervision. The Services provided by Tusk pursuant to this Agreement will help facilitate, and are necessary to, Gibson Dunn's effective provision of legal advice and services to the Client. Tusk's Services may include work on the projects outlined in the Statement of Work (the "**SOW**"), attached as Schedule A to this Agreement. Any changes to the scope of the Services provided pursuant to this Agreement, including those outlined in the SOW, may be made only upon written consent by the Parties. Client will pay Tusk directly for the Services.

In performing the Services, Tusk will exercise the highest degree of professionalism and utilize its collective expertise and creative talents. Tusk will have no responsibilities or authority with respect to the Firm or Client other than as provided herein. Tusk agrees not to enter into any contract or commitment on behalf of the Firm and/or Client unless specifically authorized to do so by Firm and Client in writing.

2. FEES AND EXPENSES

Client will directly pay Tusk fees for all Services, including those set forth in the SOW. In addition, Client will reimburse Tusk for all reasonable and documented expenses incurred by Tusk in the performance of the Services. Expenses shall be billed to Client monthly. All fees and expenses must be paid within thirty (30) days of receipt of an invoice from Tusk. If payment on any invoice is more than thirty (30) days past due, Tusk may, at its sole discretion, cease work on the account until all past due invoices are paid in full. Any invoice not paid within thirty (30) days of receipt is subject to a 1.5% monthly interest charge on the outstanding balance until such balance is paid in full. For the avoidance of doubt, the Client, and not the Firm, is solely responsible for payment of Tusk's fees.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM
Docusign Envelope ID: 56B1FD77-0D2C-4D43-8E15-901FAD5F7D60

3. TERMINATION OF WORK PERIOD

Any Party may terminate this Agreement for any reason by providing sixty (60) days' advance written notice to the other Parties. Any Party may terminate this Agreement without advance notice, upon written notice to the other Parties, in the event of another Party's material breach of this Agreement. However, if the breach in question is reasonably curable, specific written notice of such breach shall be provided, and the termination shall become effective only if the breach is not cured within ten (10) days.

In the event this Agreement is terminated by any Party, Client will pay Tusk for all work performed and expenses incurred through the date on which the Agreement terminates. If the Agreement is terminated in the middle of a billing cycle, any payment due to Tusk will be pro-rated based on the number of days Tusk performed work pursuant to this Agreement during that billing cycle.

4. INDEPENDENT CONTRACTOR STATUS

In performing the Services, Tusk will be an independent contractor of Client and the Firm. Nothing in this Agreement should be construed to create an employment, partnership, or joint venture relationship between Client or Firm, on the one hand, and Tusk or any individual employee or agent of Tusk, on the other hand. Neither the Firm nor the Client will make any withholdings, deductions, or contributions from any fees paid to Tusk hereunder, and the Client shall, as required, report all fees paid to Tusk by filing a Form 1099-MISC with the Internal Revenue Service as required by law. Tusk is solely responsible for all tax payments payable with respect to any fees paid to it hereunder.

5. CONFIDENTIAL AND PROPRIETARY INFORMATION

This engagement will assist the Firm in rendering, and will help enable the Firm to render, legal advice and services to the Client in connection with the Matter. Therefore, all communications between Tusk and the Firm and/or Client, Tusk's work product and all information and data received from the Firm and/or the Client are, in each case, made for the purpose of assisting the Firm in rendering legal advice and services to the Client and are covered by the attorney-client privilege and/or the attorney work product doctrine, as applicable. The fact of this engagement and all work performed pursuant thereto shall not be disclosed, except with the Firm's prior consent and the prior consent of Client, or as required by Court order.

Pursuant to this engagement, Tusk may be given access to certain confidential and/or proprietary information and/or materials (hereinafter, "Confidential Information"). Tusk acknowledges and agrees that all communications with the Firm and/or Client, and all information, data, and property provided and/or produced or developed in the course of Tusk's work on the Matter, whether from documents or conversations, will be held in the strictest of confidence as this is Confidential Information and protected by applicable legal doctrines and privileges. Unless the Firm instructs Tusk in writing otherwise, Tusk will not disclose any communications with the Firm and/or Client, or any information, data, or property provided and/or produced or developed in the course of Tusk's work on the Matter, whether from documents or conversations, to anyone apart from those persons we specifically agree to beforehand. Any written reports or other documents

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM
Docusign Envelope ID: 56B1FD77-0D2C-4D43-8E15-901FAD5F7D60

which Tusk prepares are to be used only for the purpose of this engagement and may not be published or used for any other purpose without the Firm's prior written consent. Similarly, Tusk understands that it is not the Firm's desire to be given access to information which is confidential or in any way proprietary to any third party, nor to receive any information, the receipt of which implies any obligations, and agrees not to provide th Firm with any such information without obtaining the Firm's prior consent.

As part of this agreement, Tusk will immediately notify the Firm of any one of the following events: (a) the exhibition or surrender of any documents or records prepared by or submitted to Tusk or someone under Tusk's direction, in a manner not expressly authorized by the Firm; (b) a request by anyone to examine, inspect, or copy such documents or records; and/or (c) any attempt to serve, or the actual service of, any court order, subpoena, or summons upon Tusk that requires the production of any such documents and/or records.

6. DATA PROTECTION

Tusk will take all reasonable steps to ensure that proper and secure storage is provided for all non-public information provided to Tusk by the Firm and/or the Client to protect against theft or unauthorized access with no lesser degree of care and no less robust security measures than those which would apply to Tusk's own non-public information. Tusk agrees to have appropriate policies and procedures in place in accordance with industry standards relating to physical and cyber security (*e.g.*, business continuity, disaster recovery). In addition to the obligations set forth in § 5, above, Tusk will notify without undue delay if Tusk learns of any actual or suspected improper, unlawful, or unauthorized access to, misappropriation, disclosure, destruction, loss, alteration, or use of any non-public information provided by the Firm and/or the Client ("Security Breach"), providing full details and circumstances thereof. Tusk agrees to promptly mitigate any harmful effects resulting from a Security Breach and agree to fully cooperate with the Firm and/or the Client in connection with any investigation the Firm and/or the Client may wish to conduct and/or any efforts to remediate a Security Breach.

7. LIMITATION OF LIABILITY

Should a dispute arise, Tusk's, the Firm's, and Client's total maximum liability (if any) (including any liability of its employees and agents and any obligation to indemnify Client), for all claims of any kind arising out of, relating to, or connected with this Agreement, shall be limited to the total amount of the fees that have been paid to Tusk under this Agreement at the time such dispute arises.

8. OTHER WORK ACTIVITIES

During the Work Period, Tusk shall be free to engage in other consulting or business activities, provided that those activities do not interfere with Tusk's ability to perform the Services or directly conflict with the interests of Client which are being advanced by Tusk's performance of the Services for Client. Tusk is also free to work with any vendors or other consultants employed by Client or participate in other projects provided they do not directly conflict with the interests of Client.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM
Docusign Envelope ID: 56B1FD77-0D2C-4D43-8E15-901FAD5F7D60

9. INDEMNIFICATION

Tusk and the Client will indemnify and defend one another and their directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (i) any negligent, reckless, or intentionally wrongful act of the other Party or the other Party's assistants, employees, or agents, or (ii) any breach by the other Party or the other Party's assistants, employees, or agents of any of the covenants, warranties, or representations contained in this Agreement. Tusk will further indemnify and defend Client and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with any violation of a third party's rights resulting in whole or in part from Client's use of the work product of Tusk under this Agreement, except to the extent that Client incurs such liability as a result of Client's own negligence, recklessness, or intentionally wrongful act. For avoidance of doubt, this Indemnification provision does not apply to the Firm.

10. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant that they are duly authorized to sign this Agreement. The Parties each represent that there is no lawful pre-existing obligation which will prevent them from entering into and performing their obligations under this Agreement.

Should Tusk determine that the Services to be provided would require Tusk to be registered as a lobbyist in any jurisdiction, such Services shall not commence until the Client has provided Tusk with a separate written authorization to lobby. In addition, Tusk shall not commence providing Services pursuant to this Agreement until Tusk is properly registered with the U.S. Department of Justice pursuant to the Foreign Agents Registration Act. Tusk understands that it has its own independent obligation to assess the requirements of the Foreign Agents Registration Act and any other potentially applicable laws, and that the Firm is not providing legal advice in connection with any such laws or obligations. More broadly, the Parties agree that Tusk shall not knowingly engage in any activity, undertaking or project that is unlawful or illegal under the laws of the jurisdiction in which the Services provided in connection with the Matter are performed.

The Parties also agree that Tusk is not engaged in the practice of law and that the work product Tusk produces under the Agreement will not be intended to convey or constitute legal advice, though it may help facilitate, and may be necessary to, Gibson Dunn's effective provision of legal advice and services to Client.

11. GOVERNING LAW, DISPUTE RESOLUTION, AND ARBITRATION

Any and all disputes, claims, or controversies arising out of or relating to this Agreement or the breach thereof shall be settled by confidential arbitration in New York, New York before a single arbitrator appointed under the auspices of JAMS, and the arbitration shall proceed pursuant to the then applicable JAMS rules. The award of the arbitrator shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction, and the Parties consent to the personal jurisdiction of the Courts of the State of New York for the purpose of the confirmation of any such award. The arbitrator shall have the power to award attorneys' fees to

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM
Docusign Envelope ID: 56B1FD77-0D2C-4D43-8E15-901FAD5F7D60

the prevailing party. The arbitrator shall have no power to award punitive or consequential damages to any Party.

The Agreement shall be construed according to the laws of the State of New York. The arbitrator shall apply the substantive law of New York to the proceeding, except to the extent federal substantive law would apply to any claim.

12. ENTIRE AGREEMENT

This Agreement, together with Schedule A hereto and any subsequently duly executed SOWs, contains the complete and exclusive statement of the agreement among the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement. This Agreement may only be modified in a written agreement fully executed by the Parties. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other agreements, promises, warranties or representations concerning its subject matter.

13. ASSIGNMENT

Tusk shall not assign this Agreement in whole or in part without the Firm's and Client's prior written approval; provided, however, that no Firm or Client consent shall be required in connection with any assignment by Tusk to any parent, subsidiary, or affiliate of Tusk.

14. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such determination shall not affect any other provision of this Agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the Parties insofar as possible under applicable law.

15. WAIVER

The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. MISCELLANEOUS

Any ambiguity in this Agreement shall not be construed against any Party as the drafter. This Agreement will bind the Parties' heirs, personal representatives, successors, and assigns, and inure to the benefit of both Parties and their heirs, successors and assigns. This Agreement may be executed in counterparts which shall be deemed part of one original, and facsimile signatures shall be equivalent to original signatures.

17. SEEN AND AGREED

The foregoing has been seen, agreed to, and accepted by authorized representatives of each Party whose signatures appear below.

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Docusign Envelope ID: 56B1FD770D2C4D4B8E15901FAD5F7D60
Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

FOR TUSK:

DocuSigned by:
6E3AB9EC9E4D4B8...
Chris Coffey, CEO

8/30/2024 | 9:43 AM EDT
Date

FOR CLIENT:

Battushig Batbold

Date
08/15/2024

FOR CLIENT:

Sky Hypermarket LLC

Date

FOR CLIENT:

Sukhbaatar Batbold

08/27/2024
Date

FOR CLIENT:

Altai Holding LLC

Date

FOR GIBSON DUNN:

Lee R. Crain, Partner
Gibson, Dunn & Crutcher

Date 08/28/2024

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM
Docusign Envelope ID: 56B1FD77-0D2C-4D43-8E15-901FAD5F7D60

SCHEDULE A

STATEMENT OF WORK

This Statement of Work (the **"SOW"**) is incorporated into the Services Agreement dated August 28, 2024 (the "**Agreement**") by and between Gibson, Dunn & Crutcher LLP (the "**Firm**," or "**Gibson Dunn**"), Sukhbaatar Batbold, Battushig Batbold, Altai Holding LLC, and Sky Hypermarket LLC (**"Client"**) and Tusk Strategies LLC ("**Tusk**"). This SOW describes Services and deliverables that may be performed and provided by Tusk pursuant to the Agreement. If any item in this SOW is inconsistent with the Agreement, the terms of this SOW will control, but only with respect to the Services to be performed under this SOW. All capitalized terms used and not expressly defined in this SOW will have the meanings given to them in the Agreement.

1. **SERVICES:** The Services (the "**Services**") to be performed by Tusk pursuant to this SOW and the Agreement may include the following:

   A. Work with the Firm and Client to develop a durable government relations strategy in connection with the Matter.
   B. Work with the Firm and Client to develop a durable communications strategy in connection with the Matter.
   C. Work with the Firm, as needed, to draft advocacy in connection with the Matter.

2. **FEES:** For Tusk's performance of the Services, Client will pay Tusk a monthly fee of $125,000.00. The first month's fee shall be payable upon execution of this Agreement and Tusk will bill Client on a monthly basis thereafter.

   Tusk shall help the Firm or Client identify any necessary third-party vendors (for items such as, but not limited to, lobbyists, polling, media buys), the Client or Firm shall contract with such third-party vendors directly, and the Client shall pay all such third-party vendors directly.

The foregoing has been seen, agreed to, and accepted by authorized representatives of each Party whose signatures appear below.

FOR TUSK:

DocuSigned by:
6E3AB9EC9E4D4B8...

Chris Coffey, CEO
Tusk Strategies LLC

Date 8/30/2024 | 9:43 AM EDT

FOR CLIENT:

Sukhbaatar Batbold

Date 08/22/2024

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

Docusign Envelope ID: 36B1FD77-0D2C-4D43-8E15-901EAD5F7D60
Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM

FOR CLIENT:

Battushig Batbold

08/15/2024
Date

FOR CLIENT:

Sky Hypermarket LLC

Date

FOR CLIENT:

Altai Holding LLC

Date

FOR GIBSON DUNN:

Lee R. Crain, Partner
Gibson, Dunn & Crutcher

08/28/2024
Date

Received by NSD/FARA Registration Unit 09/04/2024 5:15:11 PM