

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 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 BGR Government Affairs, LLC	2. Registration Number 5430
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3. Primary Address of Registrant  
 601 Thirteenth Street, NW, Eleventh Floor South, Washington, DC 20005

4. Name of Foreign Principal Sukhbaatar Batbold	5. Address of Foreign Principal Chinggis Khaan Hotel Complex, Level 3 Tokyo St 10A Bayanzurkh District Ulaanbaatar MONGOLIA 13381
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6. Country/Region Represented  
 MONGOLIA

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

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality MONGOLIA

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

<sup>1</sup> "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.

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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

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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.

Mr. Batbold is a former Mongolian Prime Minister and a businessman. Mr. Batbold and his family hold an ownership interest in the holding company Altai Holding LLC and its portfolio companies in the manufacturing, retail, hospitality, IT, media, telecommunications and finance industries (e.g. Sky Trading LLC, Sky Hypermarket LLC, Chinggis Khan Adventure LLC).

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

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

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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.

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**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
02/27/2025	Chelsea Mincheff	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Chelsea Mincheff
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" type="text" value="Sign"/> _____

**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
2/27/2025	Chelsea Minchell	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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

BGR Government Affairs, LLC

2. Registration Number

5430

3. Name of Foreign Principal

sukhbaatar Batbold

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 02/13/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Working with Gibson Dunn & Crutcher LLP and Tusk Strategies to develop and execute a government-relations and communications strategy with respect to an ongoing legal matter pending in the Eastern District of New York (U.S.A. 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.)) that involves Mr. Batbold, his family members, and associated businesses.

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

Communicate with government officials and the public regarding an ongoing legal matter pending in the Eastern District of New York (U.S.A. 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.)) that involves Mr. Batbold, his family members, and associated businesses.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

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.

The nature and method of performance of the contract will include strategic guidance and counsel with regard to government affairs activity within the U.S. This may include relevant outreach to U.S. government officials, non-government organizations, and other individuals within the U.S. Additionally, it may include dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including 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
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration 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
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration 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
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<sup>1</sup> "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.

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

**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
02/27/2025	Chelsea Mincheff	/s/Chelsea Mincheff
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

**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
2/27/2025	Chelsea Minchell	
_____	_____	_____
_____	_____	_____
_____	_____	_____

February 11, 2025

Thank you for the opportunity to work with you on this matter. Please accept this letter of agreement (“Agreement”) to work on your behalf.

**Parties:** This Agreement is effective upon execution and is made by and between BGR Group (“BGR”) and Gibson, Dunn & Crutcher LLP (the “Firm”), Sukhbaatar Batbold, Battushig Batbold, Altai Holdings LLC and Sky Hypermarket LLC (the “Client”) (collectively, the “Parties,” each a “Party”)

**Scope of Work:** On behalf of the Firm and Client, BGR will provide strategic counsel and will provide government relations services in connection with *United States of America v. Any and AU Shares of 21 East 61<sup>st</sup> 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 term of this Agreement, BGR will be retained by the Firm, and BGR’s services, outlined in this Scope of Work, will be conducted under the Firm’s direction and supervision. The services provided by BGR pursuant to this Agreement will help facilitate, and are necessary to, Firm’s effective provision of legal advice and services to the Client.

**BGR Team:** All resources of our firm will be available to you as we undertake this work on your behalf. However, we typically designate a team of professionals who will concentrate on your initiative. This team will be led by David Urban, and will be supported by Maya Seiden and Hunter Strupp.

**Fees & Term:** In consideration for BGR’s services, the Client agrees to pay BGR a monthly professional fee of USD\$100,000.00 for 6 months of service beginning February 11, 2025. Payments will be made quarterly and in advance. The Client will directly pay BGR’s fees. BGR will also be paid for ordinary and reasonable out-of-pocket expenses, including items such as transportation, incidental expenses and meals; however, these will be authorized by the Client in advance. For the avoidance of doubt, the Client, and not the Firm, is solely responsible for payment of BGR’s fees.

**Invoicing:** Fees and expenses are invoiced separately.

1. **Professional Fees:** An invoice for BGR’s first professional fee for services provided from February 11, 2025 through May 10, 2025 is attached and due upon the execution of the Agreement. Hereafter, BGR will invoice the Client on the first day of each quarter.
2. **Expenses:** BGR will submit a detailed invoice to the Client on the last day of each month for expenses incurred during the month, starting February 28, 2025.

Regardless of the ultimate duration of the Agreement, all invoices generated from the terms and between the Parties to this Agreement are payable in full and promptly upon receipt and shall be paid directly to BGR within thirty (30) days of receipt of all documents.

**Legal Compliance:** BGR will comply with all federal and state laws, regulations and orders applicable to its operations and the services provided hereunder, including, without limitation the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§78dd-1, et. seq., a U.S. law that prohibits payments to foreign officials for the purpose of obtaining or keeping business, the Foreign Agent Registration Act, the Honest Leadership and Open Government Act, the Lobbying Disclosure Act as amended, and/or other applicable U.S. state lobbying laws. BGR represents and warrants that it will comply with all applicable registration and disclosure requirements.

**Indemnification:** The Client agrees that neither BGR nor any of its employees, directors, agents, representatives, shareholders, officers or controlling persons shall have any liability to the Client, its employees, directors, shareholders, officers, representatives, or controlling persons, for any damages arising out of or related to BGR's performance of services under this Agreement, except to the extent that such damages result from BGR's breach of its obligations hereunder or from its gross negligence or willful misconduct. Client agrees to indemnify BGR against all claims and legal expenses related to this contract and its accompanying services. For avoidance of doubt, this Indemnification provision does not apply to the Firm.

**Renewal & Extension:** This Agreement may be renewed and extended by written notice by any Party to the others and upon agreement of the other Parties, beyond the set termination date for a month-to-month basis commencing on the first day following the previous contractual termination date. Terms and Scope of Work will remain materially and substantively the same as before, unless otherwise agreed to by the Parties in writing.

**Termination:** Notwithstanding other terms of this Agreement, any Party may cancel or terminate this Agreement at its discretion with or without cause upon giving the other Party no less than 90 days written notice.

**Confidentiality:**

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 BGR and the Firm and/or Client, BGR'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.

BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. BGR agrees to maintain that confidentiality and will not disclose the Client's confidential information to any outside party, or use such information for any purpose other than the performance of this Agreement, during the period of the Agreement and afterwards, to the extent disclosure is compelled by law, in which case BGR will promptly notify you in writing of the legal request for disclosure and afford you an opportunity to object and/or seek a protective order. This paragraph will survive the termination or expiration of this Agreement.

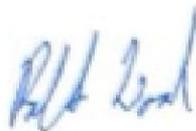
**Arbitration**: Any and all disputes, claims, or controversies arising out of or relating to this Agreement or the breach thereof shall be settled by confidential arbitration in New York, New York before a single arbitrator appointed under the auspices of JAMS, and the arbitration shall proceed pursuant 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 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.

**Entire Understanding**: This Agreement contains the entire understanding between the Parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by all Parties.

**SIGNATURE PAGE TO FOLLOW**

Please sign this Agreement and return to BGR at your earliest convenience. No hard copies will follow. We look forward to working on your behalf.

**BGR Group**



By: \_\_\_\_\_  
Robert Wood  
Chairman and Chief Executive Officer

February 11, 2025  
Date: \_\_\_\_\_

**For Firm:**



By: \_\_\_\_\_  
Orin Snyder  
Gibson, Dunn & Crutcher

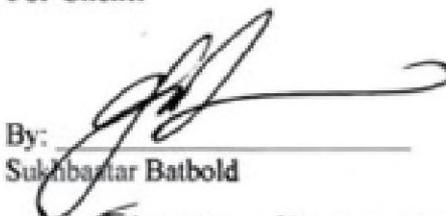
February 13, 2025  
Date: \_\_\_\_\_

**For Client:**



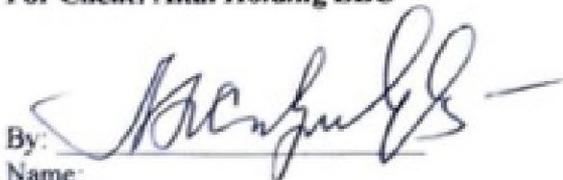
By: \_\_\_\_\_  
Battushig Batbold  
Date: February 13, 2025  
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**For Client:**



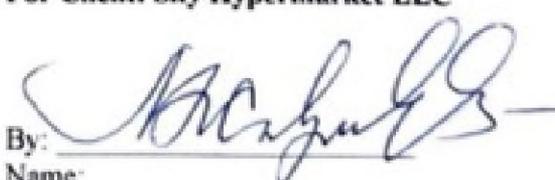
By: \_\_\_\_\_  
Sukhbaatar Batbold  
Date: February 13, 2025  
\_\_\_\_\_

**For Client: Altai Holding LLC**



By: \_\_\_\_\_  
Name:  
Title:  
Date: Feb 13, 2025  
\_\_\_\_\_

**For Client: Sky Hypermarket LLC**



By: \_\_\_\_\_  
Name:  
Title:  
Date: Feb, 13, 2025  
\_\_\_\_\_

GOVERNMENT AFFAIRS  
PUBLIC RELATIONS  
ADVISORY SERVICES

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