

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 Tusk Strategies LLC	2. Registration Number 7452
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3. Primary Address of Registrant
 251 Park Avenue South, 8th Floor, New York, NY 10010

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
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6. Country/Region Represented
 MONGOLIA

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

- Government of a foreign country¹
- 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.

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 <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"/> |

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.

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
09/03/2024	chris coffey	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/chris coffey
_____	_____	<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

9/3/2024	Chris Coffey	

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
Tusk Strategies LLC

2. Registration Number
7452

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.

working with Altai Holding and its legal counsel, Gibson Dunn & Crutcher LLP, to develop a government relations and communications strategy with respect to ongoing legal matter pending in the Eastern District of New York (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.))

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

1. work with the Firm and Client to develop a durable government relations strategy in connection with the legal matter
2. work with the Firm and Client to develop a durable communications strategy in connection with the legal matter
3. work with the Firm, as needed, to draft advocacy in connection with the legal matter

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

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 registration² 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
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12. During the period beginning 60 days prior to the obligation to register³ 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 register⁴ 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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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.

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
09/03/2024	chris coffey	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Chris coffey
_____	_____	<input data-bbox="889 541 959 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 672" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 959 760" 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.

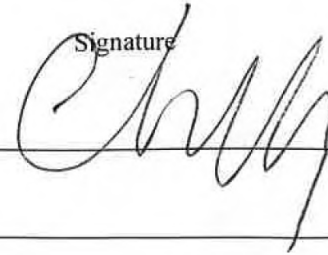
Date

Printed Name

Signature

9/3/2024

Chris Coffey





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.

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

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 the 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.

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

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.

FOR TUSK:

DocuSigned by:



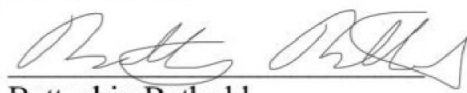
6E3AB9EC9E4D4B8

Chris Coffey, CEO

8/30/2024 | 9:43 AM EDT

Date

FOR CLIENT:

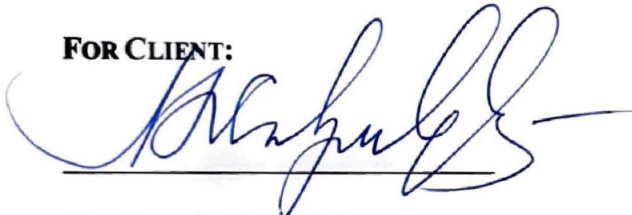


Battushig Batbold

Date

08/15/2024

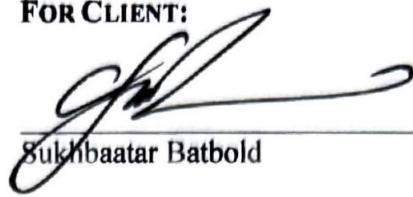
FOR CLIENT:



Sky Hypermarket LLC

Date

FOR CLIENT:

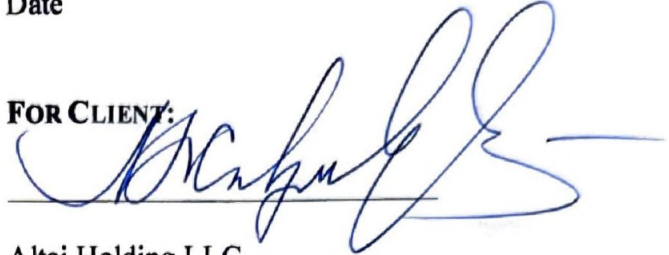


Sukhbaatar Batbold

08/22/2024

Date

FOR CLIENT:



Altai Holding LLC

Date

FOR GIBSON DUNN:



Lee R. Crain, Partner
Gibson, Dunn & Crutcher

Date 08/28/2024

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.

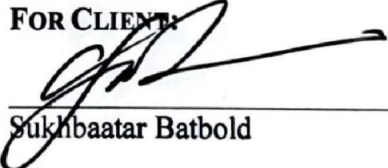
Tusk shall help the Firm or Client identify any necessary third-party vendors (for items such as, but not limited to, lobbyists, polling, media buys), the Client or Firm shall contract with such third-party vendors directly, and the Client shall pay all such third-party vendors directly.

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

FOR TUSK:
DocuSigned by:

6E3AB9EC3E4D4B8

 Chris Coffey, CEO
 Tusk Strategies LLC

FOR CLIENT:


 Sukhbaatar Batbold

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

Date 08/22/2024

FOR CLIENT:

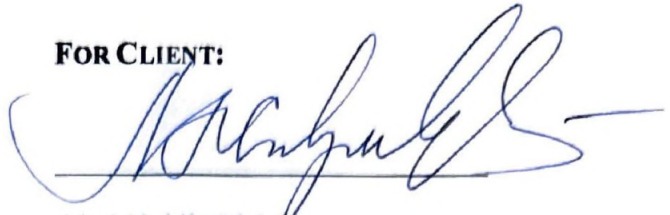


Battushig Batbold

08/15/2024

Date

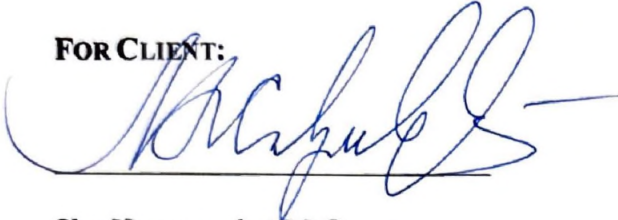
FOR CLIENT:



Altai Holding LLC

Date

FOR CLIENT:



Sky Hypermarket LLC

Date

FOR GIBSON DUNN:



Lee R. Crain, Partner
Gibson, Dunn & Crutcher

08/28/2024

Date