

U.S. Department of Justice
Washington, DC 20530

**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 .75 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
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3. This amendment is filed to accomplish the following indicated purpose(es):

- To give notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
 - Initial Statement
 - Supplemental Statement for the 6 month period ending _____
 - Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:
PDF File(s) Attached.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains.

In connection with Exhibit B filed with initial registration, Registrant included a copy of a contract between Registrant, the Principals (Sukhbaatar Batbold, Battushig Batbold, Altai Holding LLC, and Sky Hypermarket LLC) and Tusk Strategies LLC ("Tusk") for Tusk to provide government relations and communications services with respect to an ongoing legal matter in the Eastern District of New York. Since then, Registrant and Principals have ended their engagement with Tusk, and engaged BGR Government Affairs, LLC ("BGR") to provide similar services. The engagement letter with BGR is attached.

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 ¹
04/02/2025	orin snyder	Sign /s/orin snyder
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

VI - 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 ¹³
4/2/25	Dinn Snyder	
_____	_____	_____
_____	_____	_____
_____	_____	_____

¹³ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

Appendix

Response to Item 5 of Amendment Attached

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 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 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

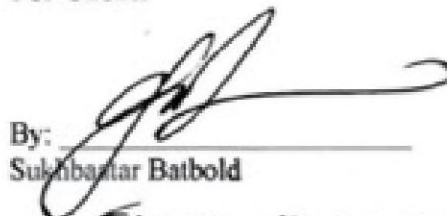
February 13, 2025
Date: _____

For Client:



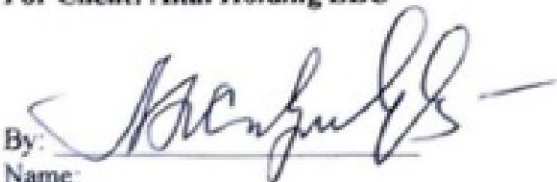
By: _____
Battushig Batbold
Date: February 13, 2025

For Client:



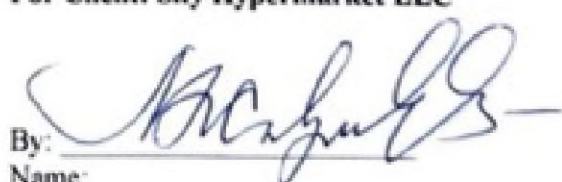
By: _____
Sukhbaatar Batbold
Date: February 13, 2025

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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