

Date: March 13, 2024

No: 10

Ulaanbaatar, Mongolia

On Making Amendments to the Loan Package Product Agreement

WHEREAS, the Board of Directors of Gobi JSC has discussed the matter of amending the loan agreement signed between "Golomt Bank" and "Gobi" JSC, "Tavan Bogd Holdings" LLC, "Tavan Bogd" LLC, "Ulaanbaatar Guril" LLC, "Ulaanbaatar Print" LLC, "Tavan Bogd International" LLC, and "Airlink Mongolia" LLC in accordance with the Articles 75.1 and 76.1.18 of the Company Law of Mongolia;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval is hereby granted to amend Loan Package Product Agreement No. ZBBGS210207652/GNPLT dated March 19, 2018, signed between "Golomt Bank" and "Gobi" JSC, "Tavan Bogd Holdings" LLC, "Tavan Bogd" LLC, "Ulaanbaatar Guril" LLC, "Ulaanbaatar Print" LLC, "Tavan Bogd International" LLC, and "Airlink Mongolia" LLC, subject to the following conditions:
 - 1.1. Extension of the loan agreement term by 24 (twenty-four) months,
 - 1.2. Increase of the credit line amount up to MNT 70,000,000,000 (seventy billion) or its equivalent in foreign currency,
 - 1.3. The loan interest rate is set to 15.6% (fifteen point six percent),
 - 1.4. Reduction of letter of credit and guarantee interest to 3.0% (three percent),
 - 1.5. The commitment fee is decreased to 0.1% (zero point one percent),
 - 1.6. Repayment at the end of the term or on March 19, 2026.
2. Approval is granted to incorporate "Tavan Bogd Solutions" LLC and "Tavan Bogd Motors" LLC as co-contractors in the aforementioned loan package product agreement, with the authorization to access a sum not exceeding MNT 20,000,000,000 (twenty billion) or its equivalent in foreign currency.
3. In order to ensure compliance with the obligations concerning the amendment of the loan package product agreement: Assets specified in Appendix No. 1 of "Gobi" JSC are permitted for continued pledge, Assets specified in Appendix No. 2 are released from pledge, and Assets outlined in Appendix No. 3 are additionally permitted for pledge.
4. The CEO of the company, B. Amarsaikhan, is hereby authorized to sign the Supplemental agreement, Pledge agreement, Guarantee agreement, and other related agreements and documents on behalf of "Gobi" JSC.

Date: *March 13, 2024*

No: *10*

Ulaanbaatar, Mongolia

CHAIRWOMAN OF THE BOARD: *[Signature]*

D. GERELMAA

BOARD OF DIRECTORS: *[Signature]*

Ts. BAATARSAIKHAN

B. AMARSAIKHAN

Ts. ORGILBOLD

A. JARGALMAA

TAKESHI KAMBE

HIDEO SAWADA

D. KHULAN

D. KHURELBAATAR



Date: *March 13, 2024*

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Ulaanbaatar, Mongolia

CHAIRWOMAN OF THE BOARD:

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BOARD OF DIRECTORS:

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D. KHULAN

D. KHURELBAATAR

Date: March 13, 2024

No: 11

Ulaanbaatar, Mongolia

On Credit Line Agreement and Pledge of Assets

WHEREAS, the Board of Directors of “Gobi” JSC, collectively deliberated on the matter of “Gobi” JSC, “Tavan Bogd Holdings” LLC, and “Tavan Bogd Property” LLC jointly entering into a Credit Line Agreement with “Xac Bank”, in accordance with Articles 75.1 and 76.1.18 of the Company Law of Mongolia;

NOW, THEREFORE, BE IT RESOLVED THAT:

- “Gobi” JSC, in conjunction with “Tavan Bogd Holdings” LLC and “Tavan Bogd Property” LLC, is hereby authorized to enter into a Credit Line Agreement with “Xac Bank” under the following terms:
 - Credit line amount: MNT 40,000,000,000 (forty billion) or its equivalent in USD.
 - Loan period: 24 (twenty-four) months.
 - Interest rates:
 - 9.75% (nine point seven five percent) for USD loans.
 - 15.6% (fifteen point six percent) for MNT loans.
 - Commitment fee: 3.0% (three percent) per annum.
- The assets specified in Appendix No. 1 of “Gobi” JSC are hereby authorized for pledge to ensure compliance with the obligations of the Credit Line Agreement.
- The CEO of the company, B. Amarsaikhan, is hereby authorized to sign the aforementioned Credit Line Agreement, Pledge Agreement, and any other related agreements and documents on behalf of “Gobi” JSC.

CHAIRWOMAN OF THE BOARD:

ХУВЬЦААТ КОМПАНИ

D. GERELMAA

BOARD OF DIRECTORS:

ТӨЛӨӨЛӨН
УДИРДАГ
ЗӨВЧӨЛ

Ts. BAATAR

B. AMARSAIKHAN

ТТН2998.ш.2076357

Ts. ORGILBOLD

A. JARGALMAA

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D. KHURELBAATAR

Date: March 13, 2024

No: 11

Ulaanbaatar, Mongolia

On Credit Line Agreement and Pledge of Assets

WHEREAS, the Board of Directors of “Gobi” JSC, collectively deliberated on the matter of “Gobi” JSC, “Tavan Bogd Holdings” LLC, and “Tavan Bogd Property” LLC jointly entering into a Credit Line Agreement with “Xac Bank”, in accordance with Articles 75.1 and 76.1.18 of the Company Law of Mongolia;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. “Gobi” JSC, in conjunction with “Tavan Bogd Holdings” LLC and “Tavan Bogd Property” LLC, is hereby authorized to enter into a Credit Line Agreement with “Xac Bank” under the following terms:
 - 1.1. Credit line amount: MNT 40,000,000,000 (forty billion) or its equivalent in USD.
 - 1.2. Loan period: 24 (twenty-four) months.
 - 1.3. Interest rates:
 - 9.75% (nine point seven five percent) for USD loans.
 - 15.6% (fifteen point six percent) for MNT loans.
 - 1.4. Commitment fee: 3.0% (three percent) per annum.
2. The assets specified in Appendix No. 1 of “Gobi” JSC are hereby authorized for pledge to ensure compliance with the obligations of the Credit Line Agreement.
3. The CEO of the company, B. Amarsaikhan, is hereby authorized to sign the aforementioned Credit Line Agreement, Pledge Agreement, and any other related agreements and documents on behalf of “Gobi” JSC.

CHAIRWOMAN OF THE BOARD:

D. GERELMAA

BOARD OF DIRECTORS:

Ts. BAATARSAIKHAN

B. AMARSAIKHAN

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