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LOAN NUMBER 3385-MON

GUARANTEE AGREEMENT  
(Ordinary Operations)

(Erdenes Mongol LLC Strengthening Institutional Framework  
and Management Capacity Project)

between

MONGOLIA

and

ASIAN DEVELOPMENT BANK

DATED 03 June 2016

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MON 49409

**GUARANTEE AGREEMENT  
(Ordinary Operations)**

GUARANTEE AGREEMENT dated 03 June 2016 between  
MONGOLIA ("Guarantor") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) by a Loan Agreement dated 1 April 2016 between ADB and Erdenes Mongol LLC ("Borrower"), ADB has agreed to make to the Borrower from ADB's ordinary capital resources a loan of thirty-five million Dollars (\$35,000,000) on the terms and conditions set forth in the Loan Agreement, but only on condition that the Guarantor agrees to guarantee the obligations of the Borrower in respect of such loan as set forth herein; and

(B) the Guarantor, in consideration of ADB's entering into the Loan Agreement with the Borrower, has agreed to guarantee such obligations of the Borrower;

NOW THEREFORE the parties hereto agree as follows:

**ARTICLE I**

Section 1.01. All the provisions of the Ordinary Operations Loan Regulations Applicable to LIBOR-Based Loans Made from ADB's Ordinary Capital Resources, dated 1 July 2001, ("Loan Regulations") are hereby made applicable to this Guarantee Agreement with the same force and effect as if they were fully set forth herein subject, however, to the modifications thereof set forth in the Loan Agreement.

Section 1.02. Wherever used in this Guarantee Agreement, the several terms defined in the Loan Agreement and in the Loan Regulations shall have the respective meanings set forth therein unless the context otherwise requires.

**ARTICLE II**

Section 2.01. Without limitation or restriction upon any of the other covenants on its part in this Guarantee Agreement contained, the Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of the principal of, and the interest and other loan related charges on, the Loan, if any, on the prepayment of the Loan, and the punctual performance of all the covenants and agreements of the Borrower, all as set forth in the Loan Agreement.

Section 2.02. The Guarantor covenants that whenever there is reasonable cause to believe that the funds available to the Borrower will be inadequate to meet the estimated expenditures required for the carrying out of the Project, the Guarantor

will make arrangements promptly to provide the Borrower, or cause the Borrower to be provided, with such funds as are needed to meet such expenditures.

Section 2.03. The Guarantor shall not take any action, or permit any of its political subdivisions or agencies or any agency of any such political subdivisions to take any action, which would prevent or interfere with the successful carrying out of the Project, or the performance by the Borrower of its obligations under the Loan Agreement.

Section 2.04. (a) The Guarantor shall from time to time take such action as may be necessary or appropriate on its part to ensure prompt performance by the Borrower of its obligations under the Loan Agreement.

(b) The Guarantor shall perform all the obligations set forth in Schedule 5 to the Loan Agreement to the extent that they are applicable to the Guarantor.

Section 2.05. (a) It is the mutual intention of the Guarantor and ADB that no other external debt shall have any priority over the Loan by way of a lien on the assets of the Guarantor. To that end, the Guarantor undertakes (i) that, except as ADB may otherwise agree, if any lien shall be created on any assets of the Guarantor as security for any external debt, such lien will ipso facto equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan; and (ii) that the Guarantor, in creating or permitting the creation of any such lien, will make express provision to that effect.

(b) The provisions of subsection (a) hereinabove shall not apply to (i) any lien created on property, at the time of purchase thereof, solely as security for payment of the purchase price of such property; or (ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

(c) The term "assets of the Guarantor" as used in subsection (a) hereinabove includes assets of any political subdivision or any agency of the Guarantor and assets of any agency of any such political subdivision, including the Bank of Mongolia and any other institution performing the functions of a central bank for the Guarantor.

### ARTICLE III

Section 3.01. The Minister of Finance of the Guarantor is designated as representative of the Guarantor for the purposes of Section 12.02 of the Loan Regulations.

Section 3.02. The following addresses are specified for the purposes of Section 12.01 of the Loan Regulations:

#### For the Guarantor

Ministry of Finance  
S.Danzangiin gudamj 5/1  
Zasgiin gazriin II bair

Ulaanbaatar-15160  
Mongolia

Facsimile Number:

(976-51) 267468.

For ADB

Asian Development Bank  
6 ADB Avenue  
Mandaluyong City  
1550 Metro Manila  
Philippines

Facsimile Numbers:

(632) 636-2444

(632) 636-2407.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Guarantee Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

MONGOLIA

By   
BOLOR BAYARBAATAR  
Minister  
Ministry of Finance

ASIAN DEVELOPMENT BANK

By   
ROBERT SCHOELLHAMMER  
Country Director  
Mongolia Resident Mission