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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

In re:

EUROGAS, INC.,
Debtor.

Bankruptcy Case No. 04-28075 WTT

Chapter 7

Honorable William T. Thurman

(Filed via ECF)

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY AFTER FILING
OF PROOF OF CLAIM**

Pursuant to Federal Rule of Bankruptcy Procedure 3001(e)(2), the Slovak Republic (the “**Republic**”), through counsel, hereby submits evidence, in the form attached hereto as Exhibit “A,” that it has acquired, by assignment and transfer, all right, title and interest in all claims, interests and rights to payment (collectively, the “**Claims**”) which O & F Proinvest AG, a Swiss Professional corporation (the “**Assignor**”) has or may have or which Assignor may acquire in the future against Eurogas, Inc., the debtor in the above-entitled Chapter 7 bankruptcy case, and its bankruptcy estate, including but not limited to all right, title and interest under (a) Claim 3-1, filed by Assignor on June 16, 2006, in the amount of \$240,181, and (b) Claim 4-1, filed by Assignor on June 16, 2006, also in the amount of \$240,181.

Pursuant to the foregoing rule, the Republic requests that the Clerk of the Court immediately notify Assignor of the transfer by mail or other authorized form of service, with the same to be sent to Assignor at the following address:

O & F Proinvest AG
Attn: Heinz Oftinger, President
Landsgemeindeplatz 10, CH-6302
Zug, Switzerland
E-mail: oftinger@hotmail.com

Finally, and also pursuant to the foregoing rule, the Republic also requests that the Clerk of the Court substitute the Republic in for the Assignor as the record owner of the Claims on the official records of this case.

DATED this 19th day of August, 2016.

Respectfully submitted,

By: /s/ Michael R. Johnson
Michael R. Johnson (Utah Bar No. 7070)
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Attorneys for the Slovak Republic

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of August, 2016, I electronically filed the foregoing **NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY AFTER FILING OF PROOF OF CLAIM** with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system which sent notice of electronic filing to all registered CM/ECF filing users in this case, and that all such registered CM/ECF filing users will be served through the CM/ECF system.

/s/ Michael R. Johnson
Michael R. Johnson

EXHIBIT “A”

Contract No: 2016/173

ASSIGNMENT OF CLAIMS AGREEMENT
(referred to hereinafter as the "Agreement")

between

O & F Proinvest AG, a Swiss professional corporation (hereinafter, "Assignor")
Address: Landsgemeindeplatz 10, CH-6302 Zug, Switzerland
Represented by: Heinz Ofinger, CEO and Authorized Representative

Bank details:

IBAN:

SWIFT / ABA Code:

Bank Account:

Name and address of the Bank:

Citypark, Gartenstrasse 6, Postfach, 6301 Zug

VAT No.

CHE-100.765.267

Tax Identification No.

CHE-100.765.267

Company Registration No.

CHE-100.765.267

E-mail:

ofinger@hotmail.com

Collection
** Andrea Holibek*
FFSK
Ofinger
19/8/2016



and

THE SLOVAK REPUBLIC (hereinafter, "Assignee")
Represented by: **The Ministry of Finance of the Slovak Republic**

Address: Štefánovičova 5, 817 82 Bratislava, Slovak Republic

Represented by: Mr. Peter Kažimír, Minister of Finance

Organization Identification Number: 00 151 742

Tax ID: 2020798351

VAT No.: SK2020798351

Account name:

Account number:

IBAN:

SWIFT / BIC:

Bank name and address:

Štátna pokladnica

Radlinského 32

810 05 Bratislava

Assignor and Assignee (referred to hereinafter as the "Parties" and separately as a "Party"), intending to be bound thereby, hereby agree as follows:

1. For good and valuable consideration in the amount of _____
_____, the receipt and sufficiency of which is hereby acknowledged, Assignor, on behalf of itself, its successors and assigns, and all persons claiming by, through or under it, through the signature of its authorized representative below, does hereby assign, convey, endorse and transfer to Assignee, through c/o Michael R. Johnson, Ray Quinney & Nebeker, 36 South State Street, Salt Lake City, Utah 84111, (attorney of the Assignee) or its nominee, all of Assignor's right, title and interest in all claims, interests and rights to payment (collectively, the "Claims") which Assignor has or may have or which Assignor may acquire in the future against the bankruptcy estate of Eurogas, Inc., Case No. 04-28075 (Bankr. D. Utah), whether or not such claims are secured, unsecured or administrative in nature, and whether or not such Claims are asserted or unasserted, scheduled or unscheduled, liquidated or unliquidated, disputed or undisputed or contingent or non-contingent as against the bankruptcy estate of Eurogas, Inc., including but not limited to all right, title, and interest in Claim 3-1 and Claim 4-1, both filed by Assignor in Case No. 04-28075 on June 10, 2006, whereby the Parties agree that Claim 4-1 is a duplicate of Claim 3-1 (referred to as the "Assignment"). Claim 3-1 referred to an unsecured, nonpriority claim of \$240,181. This amount reduced to \$238,828.49 following a payment of \$1,352.51 that Assignor received in 2006. A copy of Claim 3-1 and a copy of the

Claims Proposed Distribution dated October 2, 2006 are attached hereto and incorporated herein by this reference.

2. The assignment, conveyance, endorsement and transfer of the Claims as reflected in this Assignment is made "as is" and "where is," with all faults, and without representation or warranty as to such Claims except that Assignor represents and warrants to Assignee that its interest in the Claims and the underlying documents, if any, supporting the Claims has not been heretofore assigned or transferred to any other person or entity and that Assignor has full power and authority to transfer the Claims to Assignee. Assignor hereby declares that it does not have any agreement with the debtor of the Claims, or any third person, which contradicts or may contradict this Assignment.

3. The signature of Assignor's authorized representative on this Assignment is conclusive evidence of the transfer of the Claims and all rights and benefits relating to the Claims, and Assignor hereby authorizes Assignee, or its attorneys, to file a Notice of Transfer of Claim pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure with the United States Bankruptcy Court for the District of Utah with respect to the Claims. Further, the transfer accomplished by this Assignment shall be deemed an absolute and unconditional transfer of the Claims for the purpose of collection and shall not be deemed to create a security interest. Additionally, Assignor hereby waives its right to receive any further notices regarding the Claims, including any notices required or authorized by Rule 3001(e) of the Federal Rules of Bankruptcy Procedure. In addition, Assignor hereby, further, waives its right to enforce the Claim in any fashion on his/her behalf.

4. This Assignment shall be construed and enforced according to the laws of the State of Utah, without reference to conflicts of law principles, except that the Parties acknowledge and agree that Assignee has an obligation and duty to publish this Agreement according to Section 5a of the Slovak Act No. 211/2000 Coll. on Free Access to Public Information and Section 47a of the Slovak Act No. 40/1964 Coll. (the Civil Code). Any action brought to construe, interpret, enforce or modify the terms of this Assignment may only be brought in the state or federal courts of Utah sitting in Salt Lake City, Utah.

5. Assignor shall deliver to Assignee promptly, but not later than within the period set forth in Section 7 copies of any documents or records in its possession, custody or control related to the Claims and/or necessary for enforcement of the Claims.

6. This Assignment may be executed in any number of counterparts, at least two for the Assignee, with the same effect as if the signatures appeared on the same document, and all signed counterparts shall be deemed to be an original. Facsimile and/or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. The Agreement is executed in the English and Slovak languages, both versions being equally authentic, but the English language version shall prevail in the event of any discrepancy.

7. The transfer of the _____ to Assignor hereunder shall be completed promptly, and in any event not earlier than ^{fifteen}~~fourteen~~ (15) calendar days following the publication of this Agreement in accordance with Section 5a of the Slovak Act No. 211/2000 Coll. on Free Access to Public Information and Section 47a of the

Correction:
to *Mr. Adrian Holibec*
J. M. M.
27/3/2016



Slovak Act No. 40/1964 Coll. (the Civil Code). Following the publication of this Agreement, the Assignee shall inform the Assignor promptly on the date of publication of this Agreement. The funds shall be transferred to the account of the Assignor specified in the introductory clauses of this Agreement. The Parties shall bear their own respective administrative, notary and court fees or charges, if any, incurred in connection with the preparation and execution of this Agreement.

8. This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the matters set forth herein, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the subject matter of this Assignment. No other promises or agreements shall be binding upon the Parties with respect to this subject matter unless contained in this Assignment, or separately agreed to in writing and signed by an authorized representative of each Party.

9. This Agreement shall become binding upon the Parties once it is signed by the authorized representatives of the Parties and, with respect to Assignee, this Agreement shall become effective on the first business day following its publication in accordance with Section 5a of the Slovak Act No. 211/2000 Coll. on Free Access to Public Information and Section 47a of the Slovak Act No. 40/1964 Coll. (the Civil Code).

FOR THE ASSIGNOR:

EXECUTED on the 11 day of August, 2016, in Zug, Switzerland.

O & F Proinvest AG

By: 
Heinz Oftringer, CEO

Title: CEO and Authorized Representative

FOR THE ASSIGNEE:

EXECUTED on the 31 day of August, 2016, in Bratislava, The Slovak Republic.

THE SLOVAK REPUBLIC

By: 

Peter Kazimír

Title: Minister of Finance, Ministry of Finance of
the Slovak Republic