Recording requested By H.H. LAND & CATTLE COMPANY Lincoln County - NV Leslie Boucher APN Fee: \$17.00 RPTT: Book- 277 Page-APN____ APN ASSIGNMENT OF LOAN DOCUMENTS AND BILL OF **Affirmation Statement** I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030) I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: (State specific law) Title Grantees address and mail tax statement:

DOC # 0142770

Record

- Recorder

Page 1 of 4

Recorded By: AE

EXHIBIT C

FORM OF BILL OF SALE AND ASSIGNMENT OF LOAN DOCUMENTS

In consideration of Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Zions First National Bank ("Assignor") hereby sells, assigns and conveys to H.H. Land & Cattle Company, a Nevada corporation ("Assignee"), without recourse or warranty, except as set forth specifically in that certain Loan Sale Agreement dated January 2, 2013 by and between Assignor and Assignee, (i) all of Assignor's right, title, and interest in, to and under the Loan Documents listed on Exhibit B-1 hereto, including any subsequent amendments or modifications to same, together with (ii) all of Assignor's right, title, and interest in, to and under any other document securing the Note or relating to the Loan, and (iii) all of Assignor's right, title and interest in and to the Property, any personal property, and other collateral granted or perfected by or pursuant to the Loan Documents.

THIS CONVEYANCE is made WITHOUT RECOURSE, WARRANTY OR REPRESENTATION except as set forth in the Loan Sale Agreement dated January 2, 2013, by and between Assignor and Assignee.

IN WITNESS WHEREOF, the undersigned has executed, signed and sealed this Bill of Sale and Assignment of Loan Documents as of January 14, 2013.

ASSIGNOR:

ZIONS FIRST NATIONAL BANK

By: JUNO JEMSON

Name: SAMJE IP JEMSON

Its: SVP

STATE OF UTAH

COUNTY OF SAITLAITE) ss.

On the day of On Yel Jetpson who being by me duly sworn did acknowledge that he/she voluntarily executed the foregoing document for the document's stated purpose in his/her capacity as SY VICE PYESION To Zions First National Bank on behalf of said bank.

OZARÝ PUBLIC

NOTARY PUBLIC
CHARLOTTE PAINTER CARLSEN
Commission No. 612979
Commission Expires
OCTOBER 6, 2015
STATE OF UTAH

EXHIBIT C-1

to Bill of Sale and Assignment of Loan Documents

- (i) Promissory Note executed by Rainbow Land & Cattle Company LLC, a Nevada limited-liability company ("Borrower"), in the original principal amount of \$900,000.00, dated December 1, 2005, as amended and restated by that certain Promissory Note dated May 10, 2007, executed by Borrower, in the original principal amount of \$1,178,097.00, as further amended and restated by that certain Promissory Note dated September 2, 2009, executed by Borrower, in the principal amount of \$1,077,736.40 (together, the "Note");
- (ii) Change in Terms Agreements, dated dated July 3, 2009 and January 11, 2010 whereby Zions First National Bank, a national banking association ("Seller") and Borrower modified certain terms and conditions of the Note as set forth therein:
- (iii) Business Loan Agreement dated October 8, 2009, executed by Borrower and Seller ("Loan Agreement");
- (iv) Deed of Trust, dated December 1, 2005, recorded on December 12, 2005, as Instrument Number 125624, with the Lincoln County Nevada Recorder, re-recorded on April 21, 2006, as Instrument Number 126416, as modified by that certain Modification of Deed of Trust, dated May 10, 2007, recorded on May 18, 2007, as Instrument Number 128944, deed of trust ("Trust Deed"), and pertaining to real property and improvements described in the Trust Deed ("Property");
- (v) two commercial guaranties (each, a "Guaranty" and collectively, "Guaranties") dated January 11, 2010 and executed by, respectively, John H. Huston and Janice J. Cole, (each a "Guarantor" and collectively, "Guarantors"); and
- (vi) Stewart Title Guaranty Company policy No. CNJP—2228-000281185, dated April 21, 2006. insuring Seller's security interest in the Property in the amount of \$1,178,097.00, as endorsed.

ALLONGE

This Allonge is attached to and is intended to be made a part of that certain Promissory Note dated September 2, 2009, made by Rainbow Land & Cattle Company LLC, a Nevada limited-liability company, in favor of Zions First National Bank (the "Note"). The original of the Note is held by and in the name of the undersigned.

The undersigned hereby directs that Rainbow Land & Cattle Company LLC, a Nevada limited-liability company pay all amounts due under the Note to the order of H.H. Land & Cattle Company, a Nevada corporation, and/or its assignee(s) without recourse, to the undersigned, and without any representation or warranty of any kind except for the representations and warranties of Zions First National Bank made in the Loan Sale Agreement dated January 2, 2013 by and between Zions First National Bank and H.H. Land & Cattle Company, a Nevada corporation.

Dated and effective as of January 2, 2013:

ZIONS FIRST NATIONAL BANK

STATE OF UTAH

Its:

COUNTY OF SAIT LAKE

On the Handay of January, 2013, personally appeared before me who sworn did acknowledge that he/she voluntarily executed the factor of the stated purpose in his/hor me duly sworn did acknowledge that he/she voluntarily executed the foregoing document for the document's stated purpose in his/her capacity as SY WE PYESIGENT of Zions First National Bank on behalf of said bank.

NOTARY PUBLIC ARLOTTE PAINTER CARLSEN