DOUGLAS COUNTY, NV Rec:\$22.00

2015-863348

06/05/2015 09:23 AM

Pgs=9

Rec:\$22.00 Total:\$22.00 RYAN MCTEE



KAREN ELLISON, RECORDER

APN:1220-03-410-013

WHEN RECORDED, RETURN TO:

Ryan McTee 1758 Solitude Lane Gardnerville, Nevada 89410

ASSIGNMENT

OF

DEED OF TRUST, ASSIGNMENT

SECURITY AGREEMENT AND FIXTURE FILING

SILVER STATE ROOFING MATERIALS, INC., a Nevada corporation

to

RYAN MCTEE and RICHARD CLARK, as assignees.

ASSIGNMENT

OF

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

SILVER STATE ROOFING MATERIALS, INC., a Nevada corporation ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, assigns and transfers all right, title and interest of Assignor in, to and under or arising out of that certain Deed of Trust, Assignment, Security Agreement and Fixture Filing, dated as of December 31, 2014, made by DERICK PETERSON, SILVER STATE BUILDING MATERIALS, INC., a Nevada corporation, and RGR PROPERTIES, INC., a Nevada corporation ("Trustor"), to First American Title Company, as trustee, for the benefit of Assignor, and recorded January 2, 2015 as Document 2015-855165, Official Records, Douglas County, Nevada which document relates to certain interests in real property located in the Douglas County, Nevada, more particularly described on Exhibit A attached hereto and made a part hereof, to the following:

RYAN MCTEE ("Assignee"), as to a 50% interest 65302 Hurricane Creek Road Enterprise, Oregon 97828

And

RICHARD CLARK ("Assignee"), as to a 50% interest PO Box 1414
Gardnerville, NV 89410

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

This Assignment is an absolute assignment.

The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

Notice under the terms of the Deed shall be given to the addresses listed above.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED EXCLUSIVELY IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEVADA.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day of June, 2015.

SILVER STATE ROOFING MATERIALS, a Nevada corporation, as Assignor

By:

Name: RYAN MCTEE

Title: President

By.

Name: RICHARD CLARK

Title: Treasurer

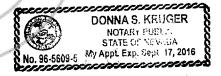
STATE OF NEVADA

COUNTY OF loughs) ss.:

On the 5 H day of June in the year 2015, before me, the undersigned, a notary public in and for said State, personally appeared RYAN MCTEE and RICHARD CLARK, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature executed the instrument.

Notary Public

[NOTARY STAMP]



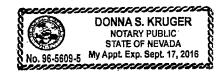


EXHIBIT "A"

LEGAL DESCRIPTION

(Page 1 of 2)

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land being a portion of Section 3, Township 12 North, Range 20 East, M.D.B. & M., and of Parcel D, as shown on that certain map entitled Carson Valley Industrial Park, recorded as Document No. 47572 on March 30, 1970, Official Records of Douglas County, Nevada and being further Described as follows:

COMMENCING at the most Easter1y corner of said Parcel D on the Boundary of said Carson Valley Industrial Park, said point being the true point of Beginning: thence along said boundary South 64°03' West 427.07 feet; thence leaving said boundary North 34°22'00" West 356.89 feet to the Southerly boundary of Industrial Way; thence along said boundary North 55°36'00" East 131.79 feet to the Beginning of a tangent curve to the left having a central angle of 74°20'00" and a radius of 130.00 feet; thence along said curve an arc distance of 168.66 feet; thence leaving said Industrial Way boundary on a radial bearing of North 71°18'00" East 298.23 feet to the Easterly boundary of said Industrial Park; thence along said boundary South 18°42'00" East 450.49 feet to the True Point of Beginning.

EXCEPTING THEREFROM: A portion of Section 3, Township 12 North, Range 20 East, M.D.B. & M., and of Parcel D, as shown on that certain map entitled Carson Valley Industrial Park, recorded as Document No. 47572, on March 30, 1970, Official Records of Douglas County, Nevada, and being further described as follows:

COMMENCING at the most Easterly corner of said Parcel D, on the boundary of said Carson Valley Industrial Park; thence along the Southerly boundary South 64°03' West 427.07 feet to the most Southerly corner of the parcel of land described in that certain Agreement recorded January 4, 1972, in Book 95, of Official Records, at page 285, Douglas County, Nevada records, the True Point of Beginning of the herein described parcel; thence leaving said boundary North 34°22'00" West 356.89 feet to the Southerly boundary of Industrial Way; thence along said boundary, North 55°38'00" East 120.00 feet to a point; thence leaving the boundary of said Industrial Way South 34°22'00" East, a distance of 374.65 feet more or less to a point on the Southerly boundary of said subdivision; thence South 64°03'00" West along said Southerly boundary a distance of 121.30 feet to the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM all that portion of said land conveyed to Alco-Power of Nevada, a Nevada corporation in Deed recorded September 28, 1983, in Book 983, at page 2318, as Document No. 87694, Official Records of Douglas County, Nevada.

Per NRS 111.312, the above legal description previously appeared in Grant, Bargain and Sale Deed No. 0245268 recorded on February 22, 1991, specifically Exhibit C, formerly APN 25-151-33.

Per NRS 111.312, the above legal description previously appeared in Grant, Bargain and Sale Deed No. 0245268 recorded on February 22, 1991.



GENERAL ASSIGNMENT OF NOTE

SILVER STATE ROOFING MATERIALS ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, transfers, delivers, sets-over and conveys all right, title and interest of Assignor in, to and under or arising out of that certain Secured Promissory Note in the original principal amount of \$700,000.00 (the "Loan"), which Loan is evidenced, secured by and more particularly described in that Promissory Note, and the sale documents listed in Schedule 1, copies of which are already held by the Buyer and Seller (collectively, the "Loan Documents"), to:

RYAN MCTEE ("Assignee"), as to a 50% interest 65302 Hurricane Creek Road Enterprise, Oregon 97828

And

RICHARD CLARK ("Assignee"), as to a 50% interest PO Box 1414 Gardnerville, NV 89410

("Assignee"),

TOGETHER WITH all right, title and interest of Assignor in, to and under or arising out of:

- (a) the Loan Documents;
- (b) all guaranties, insurance policies, indemnifications, releases, affidavits, certificates, title insurance policies, certificates of deposit, letters of credit and other documents executed and/or delivered to Assignor in connection with the Loan;
- (c) all assignments and/or pledges, whether direct or collateral, of leases, rents, beneficial or equitable interests, proceeds, royalties, contracts, plans, specifications, permits, licenses, reserves, holdbacks, escrows, stocks, bonds and securities made to Assignor in connection with the Loan and other such assignments of collateral, whether direct or collateral, made to Assignor in connection with the Loan;
- (d) all modifications, amendments, consolidations, renewals, extensions or restatements of any of the foregoing; and
- (e) all demands, claims, causes of action and judgments relating to any of the foregoing and all rights accrued or to accrue thereunder.

TO HAVE AND TO HOLD the same unto Assignees, their successors and assigns, forever.

This Assignment is an absolute assignment.

Assignor hereby agrees to execute such other assignments, instruments and other documents as Assignee may reasonably request in confirmation of, and/or in furtherance of, the assignment made hereunder.

Make of the Note (SILVER STATE BUILDING MATERIALS, a Nevada corporation) is instructed to make payments under the Note as follows:

50% of each payment due to:

RYAN MCTEE 65302 Hurricane Creek Road Enterprise, Oregon 97828

And

50% of each payment due to:

RICHARD CLARK PO Box 1414 Gardnerville, NV 89410

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED EXCLUSIVELY IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEVADA.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day of June, 2015.

SILVER STATE ROOFING MATERIALS, a Nevada corporation, as Assignor

By: ___

Name: RYAN MCTEE

Title: President

By.

Name: RICHARD CLARK

Title: Treasurer

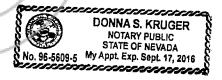
STATE OF NEVADA

COUNTY OF Louglas) ss.:

On the day of June in the year 2015, before me, the undersigned, a notary public in and for said State, personally appeared RYAN MCTEE and RICHARD CLARK, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature executed the instrument.

Notary Public

[NOTARY STAMP]



SCHEDULE 1

Asset Purchase and Sale Agreement dated December 31, 2014, between Buyer and Seller.

Secured Promissory Note, dated as of December 31, 2014, issued by Buyer to Seller, in the original principal amount of \$700,000.00.

Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of December 31, 2014, made by Buyer, to First American Title Company, as trustee, for the benefit of Seller, and recorded as Inst. No. 2015-855165, Official Records, Douglas County, Nevada

Bill of Sale of even date therewith.

UCC Financing Statement filed with the Nevada Secretary of State therewith.

