

ASSIGNMENT OF PARTNERSHIP INTEREST

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RECORDED	<input checked="" type="checkbox"/>
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Prepared by Lori Greenwood 289 Hoytsville Rd. Coalville UT. 84017

THIS ASSIGNMENT (the "Assignment") made and entered into the 6 day of December, 2005 (the "Execution date"), AMONGST

Kerry Dan Greenwood of 1727 Adair-Madison Ave, Dexter, IA 50070
(the "Assignor")

OF THE FIRST PART

and

James K. Greenwood of 2509 - 225th Trail, Winterset, IA 50273
- Return to - ✓ - Kris W. Greenwood of 913 SE 10th St, Ankeny, IA 50021
Kurtis M. Greenwood of 799 SW Hoytsville Road, Coalville, UT 84017
(the "Assignees")

OF THE SECOND PART

BACKGROUND:

- A. The Assignor is the holder of a partnership interest (the "Interest") in Holliwel Trail Farm (the "Partnership"), a partnership previously established on April 29, 1998 and formed in accordance with an agreement (the "Partnership Agreement").
- B. The Assignor desires to assign the Interest to the Assignees and the Assignees desire to acquire the Interest from the Assignor.
- C. The Assignees already each hold a 1/4 interest in the Partnership. Upon completion of the Assignment, they will acquire all rights in the Partnership previously afforded to the Assignor and will hold a 1/3 interest in the Partnership.

IN CONSIDERATION OF and as a condition of the parties entering into this Assignment and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Assignment agree as follows:

Sale and Purchase

1. By this Assignment the Assignor withdraws from the Partnership and to the fullest extent permitted by the Partnership Agreement, assigned all his rights, interests, title and benefits in the Partnership to the Assignees. The Assignees will increase their interest in the Partnership, with all the rights and obligations previously afforded to the Assignor. On assignment of the Interest to the Assignees, the Assignor will cease to be a Partner in the Partnership.

Consideration

2. As full consideration for the assignment of the Interest the Assignees have submitted and the Assignor has accepted \$7,250 (submitted in three equal parts by the Assignees).

Closing

3. The closing of the purchase and sale of the Interest (the "Closing") will take place on December 6, 2005 (the "Closing Date") at a time and place as the Assignor and Assignees mutually agree.

Representations and Warranties of the Assignor

4. The Assignor warrants that the Assignor has a general partnership interest in the Partnership and that the Assignor has the legal right to execute and perform an assignment of Interest.
5. The Assignor warrants that the Interest is free and clear of all liens, encumbrances, restrictions and claims.
6. The Assignor warrants that on completion of this Assignment the Assignor will retain no residual interest or interests in the Partnership.
7. The Assignor warrants that the Assignor is not bound by any other contractual agreement or legal requirement that would be violated by this Assignment.

Assignees' Obligations

8. On Closing of this Agreement, the Assignees will observe and perform any and all terms and conditions of the Partnership Agreement, relating to the newly acquired rights, that were previously binding on the Assignor.

Transitional Rights and Obligations

9. To the full extent permitted by the Partnership Agreement, all income, rights, benefits, obligations and liabilities of the Interest will belong to the Assignor before the Closing and will transfer to the Assignees after the Closing.

Governing Law

10. The Assignor and the Assignees submit to the jurisdiction of the courts of the State of Iowa for the enforcement of this Assignment or any arbitration award or decision arising from this Assignment. This Assignment will be enforced or construed according to the laws of the State of Iowa.

Miscellaneous

11. Time is of the essence in this Assignment.
12. This Assignment may be executed in counterparts.
13. All warrants and representations of the Assignor and the Assignees connected with this Assignment will survive the Closing.
14. This Assignment will not be assigned either in whole or in part by any party to this Assignment without the written consent of all parties.
15. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Assignment. Words in the singular mean and include the plural and vice versa.

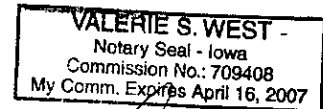
16. If any term, covenant, condition or provision of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Assignment will in no way be affected, impaired or invalidated as a result.
17. This Assignment contains the entire agreement between the parties. All negotiations and understandings have been included in this Assignment. Statements or representations which may have been made by any part to this Assignment in the negotiation stages of this Assignment may in some way be inconsistent with this final written Assignment. All such statements are declared to be of no value in this Assignment. Only the written terms of this Assignment bind the parties.
18. This Assignment and the terms and conditions contained in this Assignment apply to and are binding upon the Assignor, the Assignees and their respective successors, assigns, executors, administrators, beneficiaries and representatives.
19. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Assignment or as the parties may later designate in writing.
20. All of the rights, remedies and benefits provided by this Assignment will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

ASSIGNOR

STATE OF IOWA, Madison COUNTY,

On this 13 day of December, 2005 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Kerry Dan Greenwood, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Valerie S. West
Notary Public



12/12/05
Date

Kerry Dan Greenwood
Kerry Dan Greenwood (print)

[Signature]
Kerry Dan Greenwood (signature)

ASSIGNEES

STATE OF IOWA, Polk COUNTY,

On this 9 day of February, 2006 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared James K. Greenwood, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public



2-9-06
Date

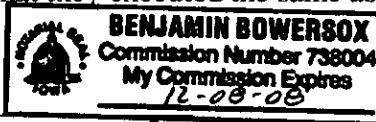
James K. Greenwood
James K. Greenwood (print)

James K. Greenwood
James K. Greenwood (signature)

STATE OF IOWA, Polk COUNTY,

On this 17th day of JANUARY, ²⁰⁰⁶~~2005~~ before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Kris W. Greenwood, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public



1-17-06
Date

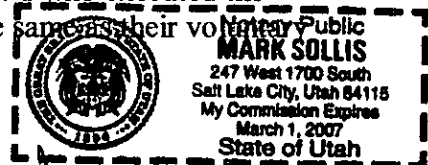
Kris W. Greenwood
Kris W. Greenwood (print)

[Signature]
Kris W. Greenwood (signature)

STATE OF UTAH, SALT LAKE COUNTY,

On this 27th day of JANUARY, 2006 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Kurtis M. Greenwood, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public



1/27/06
Date

Kurtis M. Greenwood
Kurtis M. Greenwood (print)

[Signature]
Kurtis M. Greenwood (signature)