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DEFERRED COMPENSATION SPECIMEN ERISA MEMORANDUM STATEMENT

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DATE: Dec 20 1994

TO: OFFICE OF PENSION AND WELFARE PROGRAMS
LABOR MANAGEMENT - SERVICES ADMINISTRATION
U. S. DEPARTMENT OF LABOR
WASHINGTON, D.C. 20216

FROM: NARAGON IRRIGATION CO.
EMPLOYER IDENTIFICATION NUMBER: # 34-1770491

This statement is with respect to Non-Qualified Deferred Compensation Plans maintained by Employers under the requirements of 29 CFR Section 2520.104-23(a).

Employer currently maintains one non-qualified deferred compensation plan for Employees who are members of a "select group of management" or who are "highly compensated".

The number of participants are: Plan 1: 8
Plan Administrator: Michael E Naragon
Title: Trustee
Employer: Naragon Irrigation Co.

BRUCE J. MAY, L.P.A. INC.

Law Office

*First National Bank Building
480 West Tuscarawas Avenue
Barberton, Ohio 44203*

*Phone (216) 745-9027
Fax (216) 745-9059*

*Bruce J. May
John D. May - Of Counsel*

April 12, 1995

**OFFICE OF PENSION AND WELFARE PROGRAMS
LABOR MANAGEMENT - SERVICE ADMINISTRATOR
U. S. DEPARTMENT OF LABOR
WASHINGTON, D.C. 20216**

**RE: NARAGON IRRIGATION CO.
EMPLOYER IDENTIFICATION NUMBER: 34-1770491**

To Whom It May Concern:

Enclosed herein please find a Salary Reduction Trust Specimen Agreement together with other related documents. Please file the documents enclosed and advise my office if this plan meets the requirements of 29 CFR Section 2520.104-23(A) and any other Federal Codes.

Please return your response to my office in writing as legal counsel for Naragon Irrigation Co.

If you should have any questions please do not hesitate to call or write.

Sincerely,



Bruce J. May



BJM:lmt

Enclosures

Certified Mail: Z 086 540 321

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SALARY REDUCTION RESOLUTION

WHEREAS, NARAGON IRRIGATION CO., by and through its Board of Directors has reviewed the merits of establishing a Salary Reduction Plan for several of it's key Employees and by unanimous agreement has determined that such a plan would avoid substantial financial loss to the Corporation should such Employee leave the employment of the Corporation and would further relieve the Employee of any anxieties concerning financial security for himself and his family at his retirement, disability or early death.

The Board of Directors further moved for matching contributions to be paid by the Corporation on behalf of the below named Employees. Said matching funds shall not exceed three percent (3%) of the gross income of the Employee.

RESOLVED THEREFORE, that in consideration of services rendered in the past and those to be performed in the future, the Corporation hereby adopts an Employee Salary Reduction Deferred Compensation Plan for the Employees listed below:

IT IS FURTHER RESOLVED that MICHAEL E. NARAGON shall serve as the Trustee of the Plan in accordance with the terms of the Plan as executed on this same date.

The details of such plan are to be set forth in a separate Agreement between the Corporation and each selected Employee.

IN WITNESS WHEREOF, the Board of Directors adopts this resolution this _____ day of _____, 19__.

_____	_____
_____	_____
_____	_____

SALARY REDUCTION BENEFICIARY DESIGNATION

Employee, _____, under the terms of a certain Salary Reduction Agreement by and between him and NARAGON IRRIGATION CO., dated the ____ day of _____, 19____, hereby designates the following beneficiary to receive any guaranteed payments or death benefits under such Agreement following his death:

PRIMARY BENEFICIARY: _____

SECONDARY BENEFICIARY: _____

This beneficiary designation hereby revokes any prior beneficiary designation which may have been in effect.

Such beneficiary designation is revocable.

Dated this _____ day of _____, 19____.

Witness

Employee

Witness

SALARY REDUCTION AUTHORIZATION FORM

Employee, having read and understood the terms of a certain Salary Reduction Agreement, dated the _____ day of _____, 19____, agrees to participate in such plan for the ensuing calendar year of 19____ and does elect to irrevocably defer \$_____ during such calendar year and does further authorize the payroll accounting department to reduce his compensation for such sums and periods, all as provided in said Agreement.

Employee acknowledges that he has the privilege of increasing, decreasing or terminating such election provided he offers written notice to the Corporation within thirty (30) days prior to the commencement of January 1 in the next plan year.

Employee likewise acknowledges that his failure to amend this Joinder and to elect a different compensation reduction amount shall constitute a waiver of such privilege and an affirmation and ratification of the last chosen compensation reduction sum.

Dated this _____ day of _____, 19____.

Employee

ACKNOWLEDGED AND RECEIVED BY THE CORPORATION ON THE DATE ABOVE RECORDED, BY:

BY: _____

Title: _____

SALARY REDUCTION AUTHORIZATION FORM

Employee, having read and understood the terms of a certain Salary Reduction Agreement, dated the _____ day of _____, 19____, agrees to participate in such plan for the ensuing calendar year of 19____ and does elect to irrevocably defer \$_____ during such calendar year and does further authorize the payroll accounting department to reduce his compensation for such sums and periods, all as provided in said Agreement.

Employee acknowledges that he has the privilege of increasing, decreasing or terminating such election provided he offers written notice to the Corporation within thirty (30) days prior to the commencement of January 1 in the next plan year.

Employee likewise acknowledges that his failure to amend this Joinder and to elect a different compensation reduction amount shall constitute a waiver of such privilege and an affirmation and ratification of the last chosen compensation reduction sum.

Dated this _____ day of _____, 19____.

Employee

ACKNOWLEDGED AND RECEIVED BY THE CORPORATION ON THE DATE ABOVE RECORDED, BY:

BY: _____

Title: _____

SALARY REDUCTION BENEFICIARY DESIGNATION

Employee, _____, under the terms of a certain Salary Reduction Agreement by and between him and NARAGON IRRIGATION CO., dated the ____ day of _____, 19____, hereby designates the following beneficiary to receive any guaranteed payments or death benefits under such Agreement following his death:

PRIMARY BENEFICIARY: _____

SECONDARY BENEFICIARY: _____

This beneficiary designation hereby revokes any prior beneficiary designation which may have been in effect.

Such beneficiary designation is revocable.

Dated this _____ day of _____, 19____.

Witness

Employee

Witness

SALARY REDUCTION RESOLUTION

WHEREAS, NARAGON IRRIGATION CO., by and through its Board of Directors has reviewed the merits of establishing a Salary Reduction Plan for several of it's key Employees and by unanimous agreement has determined that such a plan would avoid substantial financial loss to the Corporation should such Employee leave the employment of the Corporation and would further relieve the Employee of any anxieties concerning financial security for himself and his family at his retirement, disability or early death.

The Board of Directors further moved for matching contributions to be paid by the Corporation on behalf of the below named Employees. Said matching funds shall not exceed three percent (3%) of the gross income of the Employee.

RESOLVED THEREFORE, that in consideration of services rendered in the past and those to be performed in the future, the Corporation hereby adopts an Employee Salary Reduction Deferred Compensation Plan for the Employees listed below:

IT IS FURTHER RESOLVED that MICHAEL E. NARAGON shall serve as the Trustee of the Plan in accordance with the terms of the Plan as executed on this same date.

The details of such plan are to be set forth in a separate Agreement between the Corporation and each selected Employee.

IN WITNESS WHEREOF, the Board of Directors adopts this resolution this _____ day of _____, 19__.

_____	_____
_____	_____
_____	_____

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NARAGON SALARY REDUCTION TRUST AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____ by and between NARAGON IRRIGATION CO., a Corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as "Corporation", and _____, a key employee of the Corporation, hereinafter referred to as "Employee", and MICHAEL E. NARAGON, hereinafter referred to as "Trustee".

The Employee has been in the employ of the Corporation for _____ years, and has now and for years past faithfully served the Corporation.

It is the mutual desire of the Corporation and the Employee that Employee remain in the employ of the Corporation and, to assist Employee in establishing a program to provide supplemental retirement benefits, disability and pre-retirement death benefits, they mutually establish a Salary Reduction Trust Plan. Accordingly, it is the desire of the Corporation and the Employee to enter into this Agreement under which the Corporation will remit to the Trustee an amount of the Employee's net compensation along with a matching payment of deferred compensation in accordance with the contribution guidelines described in this Agreement. The Trustee agrees to make certain payments to the Employee upon his retirement or disability and, alternatively, to his beneficiaries in the event of his premature death. The Trustee agrees to accept such assets from the Corporation, and to retain, invest, reinvest and distribute the same in accordance with the terms and provisions herein. This plan shall be known as the "Naragon Salary Reduction Trust Agreement".

Therefore, in consideration of Employee's services performed in the past and those to be performed in the future and based upon the mutual promises and covenants herein contained, the Corporation, Employee and Trustee agree as follows:

ARTICLE ONE

DEFINITIONS

A. **Effective Date.** The effective date of this Agreement shall be the _____ day of _____, 19____.

B. Retirement Date. The Normal Retirement Date shall mean retirement from service with the Corporation which becomes effective on the first day of the calendar month following the month in which the Employee reaches his 60th birthday and shall have completed seven (7) years of service.

C. Termination Of Service. Termination of service shall mean severance of Employee's employment with Corporation for any cause which occurs prior to Employee's Retirement other than by death or disability.

ARTICLE TWO

EMPLOYMENT

A. Employment. Corporation agrees to employ Employee in such capacity as the Corporation may from time to time determine with such duties, responsibilities and compensation as determined by the corporate officers.

Employee agrees to remain in the Corporation's employment, to devote his full time and attention exclusively to the business of the Corporation and to use his best efforts to provide faithful and satisfactory service to Corporation.

B. No Employment Agreement Created. No provision of this Agreement shall be deemed to restrict or limit any existing Employment Agreement by and between the Corporation and the Employee nor shall any condition herein create specific employment rights to the Employee nor limit the right of the Employer to discharge the Employee with or without cause. In a similar fashion, no provision shall limit the Employee's rights to voluntarily sever his employment at any time.

ARTICLE THREE

SALARY REDUCTION

The Employee and the Corporation agree that Employee's compensation, which would otherwise be receivable subsequent to the effective date of a Joinder Agreement, may be irrevocably reduced and that portion deferred as provided in this Agreement. The Employee's contribution will be delivered from net after tax compensation.

A. Employee shall have the privilege, exercisable within thirty (30) days prior to January 1 of each year to

reduce irrevocably his net after tax compensation earned during the following year by executing a Joinder Agreement. The Corporation shall forthwith transfer said deferred compensation to the Trustee. The Trustee shall administer, invest, and reinvest this compensation for the purpose of creating a fund (Employee's account), and agrees to hold, deal with and distribute the same in accordance with the terms and provisions herein contained. A portion of such deferred compensation shall be used to purchase life insurance, and the employee shall review and approve the plan of life insurance purchased. It is hereby deemed that any and all life insurance insuring the Employee's life shall be paid from the contributions made by the Employee from his net compensation.

B. Employee's failure to amend his original compensation reduction, in writing, within thirty (30) days of the next ensuing year (and those that follow) shall constitute a waiver by the Employee to elect a different compensation reduction sum and a reaffirmation and ratification to continue the compensation reduction levels as chosen in the last prior period.

C. At its discretion, the Corporation shall match up to one hundred percent (100%) of the Employee's contribution not to exceed three percent (3%) of Employee's gross income which will be placed into his account. Said matching funds shall be added to this Trust for the benefit of Employee's account and shall be payable in accordance with Article Four of this Agreement. The Corporation's matching funds shall be set aside as a separate fund of the Trust and shall be subject to the claims of the Corporation's creditors. The matching contribution shall be considered deferred compensation, and the amount shall be determined by the Corporation.

ARTICLE FOUR

BENEFITS

The Trustee shall make payments of compensation benefits hereunder to the Employee. The following benefits payable by the Trustee to the Employee shall be available under this Agreement:

A. Retirement Benefits. If Employee shall remain in the employment of the Corporation until the "Retirement Date" defined at Article One, B., then, in such event, he shall be entitled to receive the option to one of the following: 1) Receive the entire proceeds in the Plan

by instructing the Trustee to transfer ownership of all Plan assets to the Employee; or 2) Receive all of the Employee contributions and receive payment of the Corporation's match and all interest over sixty (60) equal monthly installments.

B. Termination Of Service Or Voluntary Resignation. Should Employee or Corporation terminate services other than by retirement, disability or death, Employee shall receive from the Trustee that amount credited to his account in a lump sum, however, the Corporation shall be entitled to retain the last twelve (12) months matching contributions made by the Corporation.

C. Death Benefit. Should the Employee die prior to Retirement (while still actively employed), the Trustee agrees to pay the amount credited to the Employee's account and all life insurance proceeds to the Employee's designated beneficiary on or before the first day of the third month following the Employee's death. Alternatively, the Employee's beneficiary can choose to receive all of the Corporation's contributions and all assets held in his account over sixty (60) equal monthly installments.

Employee shall declare his designated beneficiary in writing on a form provided by the Trustee. In the absence of or a failure to designate a beneficiary(s) or in the event the designated beneficiary shall have predeceased the Employee, the unpaid balance shall be paid in a lump sum to the Employee's estate.

In the event the Employee's death shall be the result of suicide within a two (2) year period following the effective date of the Trustee's purchase of any life insurance, then no death benefits shall be payable to the Employee or his designated beneficiary, from said life insurance.

D. Total And Permanent Disability. In the event the Employee shall become totally and permanently disabled (either physically or mentally), defined as the: 1) inability to perform the substantial and material duties of his occupation; and 2) Employee is under the care and attendance of a physician; (and such disability occurs prior to his normal or early retirement or prior termination) then, in such event, Employee, his Attorney in Fact or whomever is appointed his personal guardian shall, upon written request, be entitled to receive his deferred compensation held by the Trustee in the same manner as described in this Article Four, Sub-Section A.

ARTICLE FIVE

RESTRICTIONS UPON FUNDING

A. Except under the circumstances described in Article Seven hereof, pertaining to the rights of creditors in the event of the Corporation's insolvency, the Corporation retains no right to recover the amounts and the income earned on the amounts contributed hereunder. Such amounts shall not revert to the Corporation under any circumstances, but shall be used for the exclusive purpose of providing benefits to the Employee. Neither the rights of the Employee to receive deferred compensation benefits hereunder, nor the fund maintained by the Trustee, shall be subject to alienation or assignment by the Employee or Corporation, and neither shall be subject to anticipation, encumbrances or the claims of the Employee's or Corporation's creditors.

The Employee shall have no right, title or interest to any assets of the Corporation. The Corporation reserves the absolute right at its sole discretion to either fund the obligations undertaken by this Agreement or to refrain from funding the same and to determine the extent, nature and method of such funding.

ARTICLE SIX

TRUSTEE

A. Payment Of Compensation And Expenses. The Trustee's compensation shall be as agreed upon from time to time between the Corporation and the Trustee, and shall be paid by the Corporation. All taxes incurred by reason of the Trustee's investment of the trust funds contributed by the Corporation shall be reported by the Corporation as its income, on its federal income tax return and applicable state and local income tax returns, and shall be paid by the Corporation. Any expenses directly related to securities transactions and/or other transactions involving purchases and sales of property by the Trustee, including taxes, broker's commissions, investment counsel fees, etc. shall be paid directly by the Corporation or reimbursed by the Corporation to the Trustee, as incurred.

B. Recordkeeping By Trustee. The Trustee shall keep accurate and detailed accounts of all investments, receipts and disbursements, and other transactions hereunder, and all accounts, and all books and records relating thereto, shall be open to inspection by the Corporation and its agents at

all reasonable times. Not less than forty-five (45) days after the end of each calendar year, and within forty-five (45) days after the effective date of the removal or resignation of a Trustee, the Trustee shall file with the Corporation a written report setting forth all investments, receipts, disbursements, and other transactions effected by the Trustee from the date of the prior report to the end of the calendar year, or period proceeding the date of resignation or removal, as the case may be. The Trustee shall keep records reflecting the separate contribution received from the Corporation and its accompanied earnings apart from the contributions and subsequent earnings received from the Employee's net after tax compensation. Upon the expiration of sixty (60) days from the date of the filing of such report, and if no objection is registered by the Corporation prior thereto, the Trustee (including a Trustee who has resigned or has been removed) shall be released and discharged from liability respecting the matters contained in such report.

C. Payment Of Benefits By Trustee. The Trustee shall act as agent of the Corporation by making payment of benefits hereunder to the Employee. If and to the extent that the assets held by the Trustee are insufficient in amount to pay to the Employee the full amount of benefits that are due, the balance thereof shall be paid directly by the Corporation. Notwithstanding the provisions hereof pertaining to the Trustee, the Corporation shall, under all circumstances, remain primarily liable for the payment of the Employee's benefits based upon the required Corporations's contributions. As agent for the Corporation in making payments hereunder, the Trustee shall withhold from amounts to be paid to the Employee appropriate federal, state and local withholding or other taxes, and similar taxes and withholding items, as required by law as if paid directly by the Corporation.

D. Trustee's Powers. The duties, powers, and responsibilities of the Trustee shall be limited as specifically set forth herein. The Trustee's powers shall be:

1. To hold, manage, and control the assets held in trust, to invest and reinvest the same, in such manner as the Trustee deems to be reasonably sound. The Trustee shall not be held responsible for any loss incurred through an investment error made in good faith, but shall be liable only for negligence and willful misconduct.

2. To take and hold title to investment assets in the name of the Trustee or a nominee of the Trustee without disclosing the trust.

3. To vote any stocks, bonds, or other securities, to give general and special powers of attorney with or without rights of substitution, and generally to exercise any powers of an owner with regard to investment of the trust assets.

4. To sue or defend in any suit or legal proceeding by or against the trust. The Trustee shall have full power in the Trustee's discretion to compound, compromise, and adjust all claims and demands in favor of or against the trust, upon such terms and conditions as the Trustee deems appropriate; provided, however, that the Trustee shall be indemnified by the Corporation for all expenses and liabilities, in connection with any such proceedings.

5. To employ such agents, attorneys in fact, experts, and investment and legal counsel, and to delegate discretionary powers to or rely upon information or advice furnished by any such persons.

6. To do all acts, whether not expressly authorized which may be necessary or proper for the protection of the assets of the trust, or for carrying out any duty imposed hereunder.

E. Removal Or Resignation Of Trustee. Any Trustee serving hereunder may be removed by resolution of the Board of Directors of the Corporation, upon delivery to any such Trustee of a certified copy of such resolution of removal, not less than five (5) days prior to the effective date of removal. Any Trustee serving hereunder may resign as Trustee, upon written notice to that effect, delivered to the Corporation not less than fifteen (15) days prior to the effective date of resignation. In the event of removal or resignation, a successor Trustee shall be selected and nominated by the Corporation, and such successor Trustee shall be vested with the same powers, duties, privileges, and immunities as if such Trustee had been originally named herein as Trustee. Each successor Trustee may accept as complete and correct, and may rely upon, any accounting which shall have been made by or on behalf of a prior Trustee, and shall not be liable for any act or omission of

a prior or other Trustee. If the present Trustee is removed, resigns, or is unable to serve, the Corporation agrees that JEFFREY B. NARAGON shall serve as successor Trustee.

F. Amendment Or Termination Of Trust. The Corporation shall have the power and right, by action of its Board of Directors, to amend this trust in any respect, so long as the Trustee concurs in such amendment, and further so long as the income tax treatment thereof is not altered by reason of such amendment. The Corporation also retains the power and right to terminate this trust, upon notice to the Trustee in which event all assets held hereunder shall be promptly distributed to the Employee or his beneficiaries as provided herein.

ARTICLE SEVEN

EFFECT OF CORPORATION'S INSOLVENCY

If the Corporation becomes insolvent, within the meaning of this Agreement, it shall immediately give notice of such fact to the Trustee. In such event, the Trustee shall suspend payments and shall deliver all assets paid into the Trust as matching funds contributed into the plan by the Corporation and held hereunder as directed by a court of competent jurisdiction, or a receiver duly appointed by a court of competent jurisdiction, for the benefit of the general creditors (including the Employee) of the Corporation. The Corporation shall be deemed insolvent for this purpose if any of the following shall occur:

1. The Corporation shall have filed a petition in bankruptcy, or otherwise to obtain the benefit of the bankruptcy laws of the United States, or shall have made an assignment for the benefit of creditors, or shall have petitioned for the appointment of a receiver to administer its affairs.
2. The Corporation shall have had filed against it an involuntary bankruptcy proceeding.
3. The Corporation shall have become unable to pay its debts as they come due in the ordinary course of business.

ARTICLE EIGHT

INCOME TAX TREATMENT

It is the intention of the parties that the trust be treated as a "grantor" trust for federal income tax purposes, and that the income derived from the Corporation's contributions of the trust be treated as the Corporation's income, pursuant to Subtitle A, Chapter 1, Subchapter J, Subpart E, of the 1986 Internal Revenue Code of the United States. This instrument shall not be construed other than in accordance with the said intention of the parties.

ARTICLE NINE

MISCELLANEOUS

A. Alienability And Assignment Prohibitions. Neither Employee, his spouse, nor any other beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, hypothecate, mortgage, commute, modify or otherwise encumber, in advance, any of the benefits payable hereunder nor shall any of said benefits be subject to seizure for the payment of any debts, judgments, alimony or separate maintenance owed by the Employee or his beneficiary nor be transferable by operation of law in the event of bankruptcy, insolvency or otherwise.

B. Binding Obligation Of Corporation And Any Successor In Interest. Corporation expressly agrees that it shall not merge or consolidate into or with another corporation or sell substantially all of its assets to another corporation, firm or person until such corporation, firm or person expressly agrees, in writing, to assume and discharge the duties and obligations of the Corporation under this Agreement. This Agreement shall be binding upon the parties hereto, their successors, beneficiaries, heirs and personal representatives.

C. Genders. Whenever in this Agreement words are used in the masculine or neuter gender, they shall be read and construed as in the masculine, feminine or neuter gender whenever they should so apply.

D. Effect On Other Corporation Benefit Plans. Nothing contained in this Agreement shall affect the right of the Employee to participate in or be covered by any qualified or non-qualified pension, profit-sharing, group, bonus or other supplemental compensation or fringe benefit plan constituting a part of Corporation's existing or future compensation structure.

E. Headings. Headings and Subheadings in this Agreement are inserted for reference and convenience only and shall not be deemed a part of this Agreement.

F. Applicable Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of Ohio.

ARTICLE TEN

ERISA PROVISIONS

A. Named Fiduciary And Plan Administrators. The "Named Fiduciary and Plan Administrator" of this plan shall be MICHAEL E. NARAGON, TRUSTEE until his resignation or removal by the Board of Directors. As Named Fiduciary and Administrator, MICHAEL E. NARAGON, shall be responsible for the management, control and administration of the Deferred Compensation Agreement as established herein. He may delegate to others certain aspects of the management and operation responsibilities of the plan including the employment of advisors and the delegation of ministerial duties to qualified individuals.

B. Claims Procedure And Arbitration. In the event that benefits under this Plan Agreement are not paid to the Employee (or to his beneficiary in the case of the Employee's death) and such claimants feel they are entitled to receive such benefits, then a written claim must be made to the Trustee named above or his successor within sixty (60) days from the date payments are refused. The Trustee and the Corporation shall review the written claim and, if the claim is denied in whole or in part, they shall provide, in writing and within ninety (90) days of receipt of such claim, their specific reasons for such denial and reference to the provisions of this Agreement upon which the denial is based and any additional material or information necessary to perfect the claim. Such written notice shall further indicate the additional steps to be taken by claimants if a further review of the claim denial is desired. A claim shall be deemed denied if the Trustee fails to take any action within the aforesaid ninety-day period.

If claimants desire a second review, they shall notify the Trustee in writing within sixty (60) days of the first claim denial. Claimants may review the Plan Agreement or any documents relating thereto and submit any written issues and comments they may feel appropriate. In his sole discretion, the Trustee shall then review the second claim and provide a written decision within sixty (60) days of

receipt of such claim. This decision shall likewise state the specific reasons for the decision and shall include reference to specific provisions of the Plan Agreement upon which the decision is based.

If claimants continue to dispute the benefit denial based upon completed performance of the Agreement or the meaning and effect of the terms and conditions thereof, then claimants may submit the dispute to a Board of Arbitrators for final arbitration. Said Board shall consist of one member selected by the claimant, one member selected by the Corporation and the third member selected by the first two members. The Board shall operate under the rules of the American Arbitration Association. The parties hereto agree that they and their heirs, personal representatives, successors and assigns shall be bound by the decision of such Board with respect to any controversy properly submitted to it for determination.

IN WITNESS WHEREOF, the parties hereto acknowledge that each has carefully read this Agreement and executed the original thereof on the _____ day of _____, 19____, and that, upon execution each has received a confirming copy.

MARAGON IRRIGATION CO.

Witness

BY: _____

TITLE: _____

Witness

Witness

Employee

Witness

Witness

Michael E. Maragon - Trustee

Witness