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RESOLUTION #23-2016

WHEREAS, The Dauphin County Board of Commissioners ("the Board"), sponsors of the Dauphin County, PA Deferred Compensation Plan, hereby desires to:

1. Remove Reliance Trust Company as the non-discretionary trustee of the Plan, effective July 15, 2016; and
2. Appoint Alerus Financial, N.A. as the non-discretionary trustee of the Plan, effective July 15, 2016.

The Board hereby authorizes the execution of the following documents to effectuate the changes set forth above:

1. Custodial Agency Agreement between Alerus Retirement and Benefit and Dauphin County; and
2. Deferred Compensation Trust Agreement between Alerus Financial, N.A. and Dauphin County.

ADOPTED, this 29th day of June, 2016.

DAUPHIN COUNTY
BOARD OF COMMISSIONERS

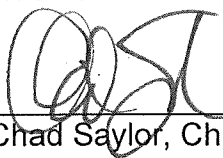


Jeff Haste, Chairman

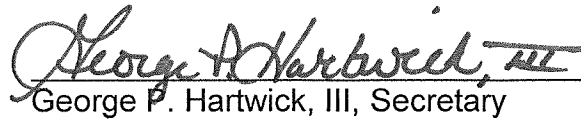


Mike Pries, Vice Chairman

ATTEST:



Chad Saylor, Chief Clerk



George P. Hartwick, III, Secretary

**ACH DEBIT REQUEST
AUTOMATED TRANSFER AUTHORIZATION
ALERUS FINANCIAL, N.A.**

**Plan name: Dauphin County, PA Deferred Compensation Plan
Plan Number: 659083**

Division/Location: _____

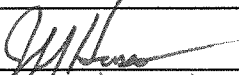
As an authorized signer for the Plan, I hereby authorize Alerus Financial, N.A. to transfer (debit) funds from the bank account listed below via Automated Clearing House (ACH), effective immediately and until further notice. The transferred funds represent plan contributions including loan payments and should typically be in an amount equal to the total on the payroll contribution file sent periodically from our company. I agree to maintain a sufficient balance to cover such transfers. This also provides authorization to credit funds to this account, should there be a need for adjustments or correcting entries.

Bank Name	M & T BANK	
ABA #	Bank Account #	Checking/Savings
031302955	60870206	Checking

Important: Please provide ID #1450140105 to your bank to authorize payments.

This authorization will remain in effect until it is cancelled in writing.

Authorized signer for the Plan

Employer Signature		Date	7/11/16
Print Name	Jeff Haste		
Print Title	Chairman		

Please print, execute and email to ShiVonne Schrade-Stith in our Compliance department at SSchrade-Stith@abg-mn.com by June 10, 2016.

CUSTODIAL AGENCY AGREEMENT

Employer: <u>Dauphin County, Pennsylvania</u> ("Plan Sponsor")	
Plan Name: <u>Dauphin County, PA Deferred Compensation Plan</u> ("Plan")	
Plan Number: <u>659083</u>	Date: <u>July 15, 2016</u>

Alerus Retirement and Benefits, a division of Alerus Financial, National Association ("Alerus" or the "Custodian"), will perform services for the Plan Sponsor as its agent for the custody of Plan assets as provided in this Custodial Agency Agreement ("Agreement"), subject to and governed by all provisions contained herein.

Recitals

The Employer is the Plan sponsor and Plan Administrator of the Plan. These roles in the aggregate are hereafter referred to as the "Plan Sponsor." The Plan may be subject to one or more of the following Internal Revenue Code ("Code") sections: §401(a), §401(k) §403(b), §457(b), §457(f) or §409A,

The Plan Sponsor has engaged Alerus to assist the Plan Sponsor in fulfilling certain duties related to custody of assets under the Plan. The Plan Sponsor and Alerus want to specify the duties Alerus will perform and the fees the Plan Sponsor or Plan will pay to Alerus for those services.

The Plan Sponsor understands that the engagement of Alerus is not intended to relieve the Plan Sponsor of its responsibilities including, as applicable, the Employee Retirement Income Security Act of 1974 ("ERISA"), the Code and related regulations or other guidance.

NOW, THEREFORE, the Plan Sponsor and Alerus agree as follows:

Section 1. Appointment as Custodian

Plan Sponsor hereby appoints Alerus as Custodian of the investment assets of the Plan ("Plan Assets") which may be delivered, transferred or contributed from time to time by the Plan Sponsor or third parties to Alerus. Alerus shall only be responsible for Plan Assets which it has accepted and will have no duty regarding Plan Assets not in its custody and control. The Plan Sponsor represents and warrants that it is authorized to appoint a custodian for the Plan and enter into this Agreement on behalf of itself, the Plan, the Trustee(s) or other responsible Plan fiduciaries. Plan Sponsor acknowledges that Alerus will not have any discretion with respect to the purchase, sale, or holding of Plan Assets. Alerus' role is solely as Custodian of Plan Assets subject to the written direction of the Plan Sponsor, the Trustee(s), the Plan Administrator or an appointed investment manager under ERISA 3(38).

Section 2. The Custodial Account

Section 2.1 General. Alerus shall establish and account for Plan Assets received on behalf of the Plan and its Participants ("Participants"), hold Plan Assets in safe keeping, and perform the other functions and duties described in this Agreement. All services described in or contemplated by this Agreement will be performed by Alerus in its role as service provider for the Plan Sponsor, and the Plan Sponsor's execution of the Agreement constitutes the appointment of Alerus for such purposes. Appointment under this paragraph does not include the delegation to Alerus of any discretionary authority or control over Plan administration or Plan Assets. Alerus is not the "Plan Administrator" of the Plan, the "Plan Sponsor", or "Named Fiduciary" as defined respectively in Sections 3(16)(A), 3(16)(B), and 402(a) of ERISA.

Section 2.2 Plan Information. The Plan Sponsor will provide Alerus with all requested information, at the time and in the manner as reasonably prescribed by Alerus, to enable Alerus to perform its services as Custodian. The Plan Sponsor is responsible for the accuracy and completeness of the information, and Alerus will rely on such information. The Plan Sponsor understands and agrees that:

- (a) Alerus will not be responsible for any errors, delays, or additional costs resulting from the receipt of inaccurate, incomplete, or untimely information from the Plan Sponsor.
- (b) Alerus will assess additional fees for correcting tasks performed by Alerus using inaccurate or incomplete information from the Plan Sponsor.

Section 2.3 Reports. The Plan Sponsor will review all data and reports provided to it by Alerus and will provide prompt written notice to Alerus of any claimed error or inaccuracy in any such data or report. If Alerus does not receive written notice of a claimed error or inaccuracy within thirty (30) days after the data or report is provided to the Plan Sponsor, the data or report will be conclusively presumed accurate and complete, and Alerus thereafter will not be subject to any liability to any person for any error or inaccuracy in such data or report.

Section 2.4 Processing of Plan Transactions. At the request of the Participant (in the event of Participant direction), the Plan Sponsor, the Trustee(s), an appointed investment manager under ERISA 3(38) or other party authorized in writing by the Plan Sponsor to act (each a "Directing Party") Alerus will process all investment, disbursement, transfer, loan or other transactions (together "Plan Transactions") as soon as administratively feasible or, if later, on the scheduled date for processing. If a Plan Transaction direction is deemed by Alerus to be incomplete or unclear, Alerus will inform the Directing Party. Alerus is not required to act and may forego processing of the Plan Transaction, without liability, until it determines that it has received complete or clear direction. Unless informed in writing of the loss, theft or other misappropriation of a Directing Party's user ID or password, Alerus may rely and act upon any Plan Transaction direction which it receives via its secure website without liability. Alerus will use good faith efforts to process all Plan Transactions in a timely fashion, but may delay processing, without liability, for any legitimate business reason including but not limited to failure of systems, hardware or computer programs, failure of the means of data transmission, force majeure, failure of a service provider to provide values or prices, or errors or omissions in data transmission.

Section 2.5 Custodial Authority. Alerus is authorized and empowered, by way of limitation, and subject to direction as outlined in Section 2.4 above, with the following powers, rights and duties:

- (a) To invest any part or all of Plan Assets in cash; publicly traded stock listed on a U.S. stock exchange or regularly quoted over-the-counter; publicly traded bonds listed on a U.S. bond exchange or regularly quoted over-the-counter; mutual funds; registered limited partnership interests, REITs and similar investments listed on a U.S. stock exchange or regularly quoted over-the-counter; Commercial paper, bankers acceptances eligible for rediscounting at the Federal Reserve, repurchase and reverse repurchase agreements and other "money market" instruments for which trading and custodial facilities are readily available; U.S. Government and U.S. Government Agency issues; municipal securities whose bid and asked values are readily available; federally insured savings accounts, certificates of deposit and bank investment contracts (the Plan Sponsor is responsible for determining Federal insurance coverage and limits and for diversifying Plan Assets in accordance with those limits); American depository receipts, eurobonds and similar instruments listed on a U.S. exchange or regularly quoted domestically over-the-counter for which trading and custodial facilities are readily available; life insurance, fixed annuities, and guaranteed investment contracts issued by insurance companies licensed to do business in one or more states in the U.S.
- (b) To invest in any type of deposit of the Custodian as a national bank (or of a bank related to the Custodian within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund, as described in Code §584, or in a collective investment fund, the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, which Alerus (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or the affiliate) in its capacity as Custodian and which conforms to the rules of the Comptroller of the Currency.
- (c) To credit and distribute Plan Assets as directed by the Plan Sponsor or Plan Trustee(s). Alerus is not obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. Alerus is accountable only to follow the direction of the Plan Sponsor and Plan Trustee(s) for any payment or distribution and will have no liability for distributions made by it in good faith reliance on their order or direction.
- (d) To hold any securities or other property in the name of Alerus or its nominee, with depositories or agent depositories or in another form as the Plan Sponsor or Plan Trustee(s) may direct in writing, with or without disclosing the custodial relationship.
- (e) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication.
- (f) To begin, maintain or defend any litigation necessary in connection with the custody and safe keeping of Plan Assets, including the retention of professionals and payment of reasonable professional fees. Alerus is not obliged nor required to do so unless indemnified to its satisfaction.

Section 2.6 Alternative Investments.

Alerus may receive certain types of assets which are not publicly traded or for which original and/or current cost basis and periodic valuations may not be readily available (each an "Alternative Investment"). If Plan Assets consist of Alternative Investments, the Plan Sponsor acknowledges and agrees:

- (a) To consult with competent tax, accounting, and/or legal counsel with respect to the requirements applicable to periodic valuations of such assets and to comply with such requirements, in particular as these impact the Plan Sponsor's provision of directions to Alerus with respect to such valuations.
- (b) To provide Alerus with directions regarding the use of original and/or current cost basis for each Alternative Investment, whenever such direction is requested by Alerus, including but not limited to the time of transfer of such assets to the custodial account.
- (c) To provide the Custodian with appropriate directions regarding the valuation of each Alternative Investment asset.

- (d) In the event that unrelated business taxable income ("UBTI") is generated with respect to any Alternative Investment Alerus shall not have any responsibility or liability for and shall not make any federal tax reports or filings that require, the reporting or inclusion of this information.
- (e) To the extent that any legal documents required to effectuate the acquisition or holding of any Alternative Investment requires execution by a third party, including but not limited to a Participant or beneficiary the Plan Sponsor agrees to provide such properly executed documents to Alerus upon request within a reasonable timeframe prior to the transaction.

Alerus reserves the right to refuse to purchase or hold any particular issue or asset described herein, including an Alternative Investment. Plan Sponsor acknowledges and agrees that the purchase and holding of any such assets may be subject to additional fees. In addition, notwithstanding any general indemnity given elsewhere, Alerus reserves the right to seek specific indemnity from the Plan Sponsor or other appropriate parties where Alerus determines in its sole discretion that the acquisition or holding of a particular asset or class of asset involves unusual business risk.

Section 3. Data/Records

Section 3.1 Confidentiality. Neither party shall use or disclose to any person, except its respective employees, independent contractors, and other representatives having a specific need to know in performance of their work or as required by law, the terms of this Agreement or any proprietary or confidential information of one party disclosed to the other under this Agreement. For purposes of this Agreement, proprietary or confidential information shall not include information, which is:

- (a) or becomes part of the public domain without violation of this Agreement; or
- (b) known by the receiving party prior to disclosure by the disclosing party; or
- (c) rightfully received by the receiving party from a third party having the right to disclose such information.

Section 3.2 Retention/Access. Alerus will retain all Plan and Participant data, documents, or other confidential information ("Plan Information"), obtained from the Plan Sponsor, Participants, or third parties, using commercially reasonable retention practices. Alerus may retain Plan Information via electronic imaging or other electronic means with destruction of originals. All Plan Information is exclusively the property of the Plan Sponsor. Notwithstanding the foregoing, Plan Sponsor authorizes Alerus to dispose of Plan Information pursuant to Alerus' standard record retention policy.

Alerus may release Plan Information upon receipt of a subpoena, court order or other legal process. Alerus shall make a good faith effort to provide the Plan Sponsor with reasonable notice prior to release of confidential information.

The Plan Sponsor will have access to certain Plan Information via Alerus' secure website. In addition, upon the Plan Sponsor's written request, Alerus shall produce copies of retained Plan Information subject to charges described in Section 3.4 of this Agreement.

Section 3.3 Format. Alerus shall have no obligation to transmit, produce, or deliver Plan Information in any form other than in the format and media in which such Plan Information is originally maintained by Alerus. Any requests for modifications in the format, content, or media of Plan Information maintained by Alerus or other requests for special data, services, or reports with respect to such records that are not part of this Agreement, whether such requests are made during the term of this Agreement or on termination of this Agreement, will be separately charged to the Plan Sponsor pursuant to Section 3.4 of this Agreement.

Section 3.4 Charges. Before producing and delivering Plan Information or changing the format, affecting content, or changing the media for delivery of Plan Information, Alerus reserves the right to determine a suitable and reasonable service fee associated with its retrieval and production and to obtain payment in advance by the Plan Sponsor.

Section 4. Liability

Section 4.1 Indemnification. The Plan Sponsor will indemnify Alerus, its officers, directors, employees, and agents ("Indemnified Parties") against, and hold the Indemnified Parties harmless from, any and all loss, damage, penalty, liability, cost, and expense (including, without limitation, reasonable attorney's fees and disbursements) that may be incurred by, imposed upon, or asserted against the Indemnified Parties by reason of any claim for benefits under the Plan, or any claim, regulatory proceeding, or litigation arising from any act or omission of the Plan Sponsor with respect to the Plan or Plan Assets. Further, the Indemnified Parties shall be fully protected and indemnified for any act or omission based upon the written direction of the Plan Sponsor, the Trustee(s), the Plan Administrator, an appointed investment advisor or manager under ERISA 3(38) or Participants (but solely with regards to the investment of the individual Participant's respective account). The Plan Sponsor's indemnification obligation under this Section 4.1. does not exist for any loss, damage, penalty, liability, cost, or expenses resulting from the gross negligence or willful misconduct of the Indemnified Parties.

Section 4.2 Disclaimer. IN NO EVENT WILL ALERUS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, OR INTERRUPTIONS OF BUSINESS, WHETHER SUCH LIABILITIES ARE PREDICATED ON CONTRACT, STRICT LIABILITY, OR OTHER THEORY.

Section 4.3 Limitations. The Plan Sponsor understands and agrees that:

- (a) Nothing in this Agreement or the services provided under this Agreement is intended to cause Alerus to have the status of "Plan Administrator" or a "Named Fiduciary" as those terms are defined in ERISA or other applicable law.
- (b) Alerus will not be responsible for payment of any federal, state, or other taxes or penalties, which may be charged against the Plan Sponsor, the Plan, Participants or other persons.

- (c) Alerus does not provide legal or tax advice, and the Plan Sponsor agrees to seek appropriate independent review of the governing Plan document(s), the Plan's administrative procedures and forms, and other Plan-related materials by qualified professionals. Although Alerus may provide technical assistance from time to time with respect to notices, disclosures, consents, etc. the Plan Sponsor is responsible for the appropriateness and the legal adequacy of such forms and procedures.
- (d) Alerus has no duty to require any Plan contributions to be made, to determine that the contributions it receives comply with the provisions of the Plan or with any action of the Plan Sponsor providing therefore, to collect any contributions payable under the terms of the Plan, or to determine the deductibility of Plan contributions.
- (e) Alerus' obligation to safe keep Plan Assets shall be limited to the sums of money, securities, and other property it actually accepts and receives.

Section 4.4 Survival. The provisions of this Section 4 will survive the termination of this Agreement.

Section 5. Termination of This Agreement

Section 5.1 Notification. This Agreement may be terminated by either party at any time, with or without cause, upon giving the other party not less than sixty (60) days written notice prior to the effective date of termination. This period may be shortened by written agreement of the parties.

Section 5.2 Data/Document Transmission/Retention. Alerus will transmit Participant account information to the new service provider in order to facilitate the transfer of Plan Assets. Upon the Plan Sponsor's written request, Alerus shall produce electronic copies of other retained Plan Information according to Section 3 of this Agreement. Following the transfer of Plan Assets to a new custodian or trustee, Alerus may purge its systems of all Plan Information pursuant to its standard record retention policy.

Section 5.3 Contingent Deferred Sales Charges or other termination fees. Mutual fund companies may impose contingent deferred sales charges (CDSC) or other fees that may not be reflected in the original settlement amount transferred by Alerus to the new custodian or trustee. Alerus shall notify the Plan Sponsor with details of the charges as soon as administratively feasible following receipt of notice from the mutual fund company. The Plan Sponsor shall cause the CDSC or other fees to be assessed against Plan assets and remitted to Alerus.

Section 5.4 Survival. The provisions of this Section 5 will survive the termination of this Agreement.

Section 6. Fees

Section 6.1 Fee Schedule and Modification. Alerus agrees to perform the services outlined in this Agreement for the fees specified in the current Fee Schedule. Alerus may revise these fees at any time by giving the Plan Sponsor sixty (60) days prior written notice. The Plan Sponsor may prevent the fee modification provided, the Plan Sponsor:

- (a) Objects in writing to the fee change within thirty (30) days of receipt of notice; and
- (b) Terminates this Agreement pursuant to Section 5 above.

In such case, Alerus will not modify the fee schedule pending termination of services under this Agreement.

Section 6.2 Method of Payment. All fees under this Agreement which represent reasonable expenses of administering the Plan shall be paid by the Plan except to the extent that the Plan Sponsor chooses to pay them. If the Plan Sponsor chooses to pay the fees, Alerus will bill the fees to the Plan Sponsor. Payment will be due and payable within thirty (30) days of the billing date. If timely payment is not received by Alerus, fees will be charged to Plan assets and taken from the individual account balances of Participants pro-rata.

Section 6.3 Revenue Sharing. The Plan Sponsor acknowledges that some mutual and collective funds (together "Funds") (their managers or other affiliates) held by the Plan may pay Alerus, directly or indirectly, as administrative expenses of the Fund or pursuant to a written plan described in Securities and Exchange Commission Rule 12b-1, sub-Transfer Agent fees, shareholder servicing fees, finder's fees, or other compensation in recognition of shareholder services and Plan and Participant recordkeeping services for the Funds ("Revenue Sharing"). Revenue Sharing is described in the prospectuses and other disclosure materials provided to the Plan Sponsor. Alerus retains Revenue Sharing as compensation and does not apply it as a fee offset, unless specifically stated on the attached fee schedule.

Section 6.4 Float. DoL Field Assistance Bulletin 2002-3 requires service providers to disclose the existence of "float" and the circumstances under which it will be earned and retained. Generally, float is defined as earnings resulting from the investment of short term cash. Alerus, as a national bank, holds short term cash in a non-interest bearing depository account awaiting investment or distribution as described below. Plan Sponsor acknowledges that a depository account has value to a banking institution which may constitute float. This value is retained by Alerus as additional compensation.

The following are Alerus' guidelines regarding the float:

Generally, plan contributions received by 1:00 p.m. Central will be invested by the close of the next day Business Day (defined as a day during which Alerus and the financial markets are open for trading). Delays in investment may occur for reasons including but not limited to failure to receive proper documentation for the contribution, the form of funds transmittal (i.e. check, ACH or wire) and the method of data transmission. Contributions create a float from the day Alerus receives funds to the date the funds are invested. Distributions create a float beginning on the day the check is written. Under normal business circumstances the check will be mailed the same day as written. The float ends when the check is presented for payment and clears Alerus account.

Section 6.5 Trade Error Compensation. When a trading error is brought to Alerus' attention that falls within the scope of services to the Plan, Alerus will correct the error as soon as administratively feasible with the goal of putting the Plan account into the same position that would have resulted if the error had not occurred. If the error is the result of Alerus' breach of contracted responsibilities to the Plan, Alerus will make the Plan "whole" for any losses that may have resulted from the error. However, under some circumstances, a correction of the error may result in a gain. In such case, Alerus will retain the amount of the gain which will constitute part of Alerus' compensation for services rendered to the Plan. Alerus will track the effect of corrections for the Plan and will report annually to the responsible Plan fiduciary any amounts retained as additional compensation in accordance with ERISA Section 408(b)(2).

Section 6.6 Small Account Balance Fees. Alerus may charge terminated Participants a small account balance fee if the Participant's account does not exceed the current distribution fee amount. The fee shall equal the Plan's current distribution fee and may be charged even if charging such expense results in the elimination of the Participant's account balance or the Participant not receiving an actual distribution.

Section 6.7 Assessment of Per Capita Fees to Terminated Participants. If the Plan Sponsor is charged a per capita (per head) Participant fee, Alerus may charge this fee directly to the Participant's account balance upon notification by the Plan Sponsor of the Participant's employment termination date. This process does not increase the per capita fee, but shifts the payment from the Plan Sponsor to the affected Participant.

Section 6.8 Termination. If this Agreement is terminated, the Plan Sponsor will pay Alerus all amounts due and owing as of the effective date of such termination.

Section 7. Participant Investment Direction and Related Issues

Section 7.1 Participant Investment Direction. If the Plan permits Participant investment direction, then Alerus will follow the Participant's investment directives unless the Plan Sponsor provides countervailing written direction or the Participant has violated an excessive trading policy as outlined in section 7.2 below.

Participants may provide investment direction via Alerus' Voice Response Unit (VRU), its secure Participant website or via other means, including telephonic direction, as authorized by Alerus. Alerus shall confirm such direction in writing or by electronic means through the VRU or its Participant website. Alerus shall not be responsible for any alleged error if the person giving such direction does not, within 10 days after receipt of confirmation, notify Alerus in writing that an error has occurred in the application of the Participant's instructions.

Alerus will not be liable for any act or omission resulting from Participant investment direction if such direction is given using the Participant's password or other applicable telephonic, on-line, or VRU security feature.

Section 7.2 Frequent Trading Policy Enforcement. Alerus, as a trading intermediary, may be required by mutual or collective funds (together "Funds") to monitor trades within a Participant's account for violation of the Fund's frequent trading policy, equity wash rules or other trading restrictions (together "Trading Violations"). In addition, Alerus may determine from the amount, frequency, or pattern of purchases and redemptions or exchanges that a Participant has engaged in Trading Violations. If Alerus detects a Trading Violation, Alerus may prevent the Participant from making the Fund purchase, sale, or exchange. Alerus is not responsible to the Plan Sponsor, the Plan, or its Participants for any loss resulting from good faith actions taken under this Section 7.2. and such actions shall not be interpreted as a use of discretionary authority.

Section 7.3 Redemption Fees. Alerus, as a trading intermediary, is required by certain Funds to collect a redemption fee in the event of a Participant redemption or exchange of Fund shares that have been held for less than the requisite time period as established by the Fund. Alerus remits this redemption fee to the Fund to offset the cost to other shareholders of Participant frequent trading activity. The Fund's prospectus or other disclosure outlines the redemption fees and the requisite holding periods to avoid them. If a Participant's trading activity triggers a redemption fee, Alerus shall inform the Participant, deduct the fee from the trade, and remit it to the appropriate Fund.

Section 7.4 Life Insurance. If the Plan permits life insurance as an investment, then the Plan Sponsor shall be responsible for the selection, review, and monitoring of the insurance policy, its in-force status, and the financial strength of the insuring company. The Plan Sponsor shall direct the insurance company to name the Plan Trustee as the owner of the policy and beneficiary for the account of the Participant. Alerus will pay the policy premiums from the Participant's individual account balance at the written direction of the Plan Sponsor.

Section 7.5 Proxy Voting. Alerus shall execute and deliver to the Plan Sponsor any vote or proxy relating to any securities held by the Plan's trust. Alerus shall vote such securities only to the extent and as directed by the Plan Sponsor or, if applicable by an appointed investment advisor or manager. If no written voting directions from the applicable person or entity are timely received by Alerus, the security shall not be voted.

Section 7.6 Fund Selection. The Plan Sponsor is solely responsible for the selection and monitoring of Plan Assets including the determination of whether the applicable investment is permitted by ERISA or the Code. The Plan Sponsor may delegate investment control of Plan Assets to an investment advisor or manager. Alerus, as Custodian, does not advise, select, review or monitor Plan Assets. Alerus shall follow the written investment direction of the Plan Sponsor or its appointed investment advisor or manager and shall have no duty or liability to review or question such directions.

Section 8. Recorded Lines/Telephonic Instructions

Section 8.1 Recorded Lines. Alerus may record telephone calls with Participants or other third parties for business purposes including training and determination of appropriate customer service levels. Alerus will provide notice if the line is recorded.

Section 8.2 Participant Telephonic Instructions. Participants may provide Alerus verbal instructions regarding their accounts, including change of investment directives (elections or transfers), and permitted Plan distributions (together "Account Instruction"). To affect an Account Instruction, the Participant must:

- (a) Use an Alerus recorded telephone line,
- (b) Supply a user ID or other identification reasonably acceptable to Alerus
- (c) Speak directly to an Alerus customer service representative (action will not be taken on voicemails)

Alerus will provide the Participant with a written confirmation of the Account Instruction. Account Instructions pursuant to this Section 8 shall have the same affect as written instruction and shall be binding upon the Plan Sponsor and Participant.

Section 9. Processing Delays

Alerus may deviate from its customary processing timeframes in the event of receipt of incomplete data from the Plan Sponsor, interruptions or delays affected by information or communication systems, exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume, suspension of trading, computer or operational system failures or "Acts of God" (hereafter "Processing Delay"). In the event of a Processing Delay, Alerus shall not be liable for loss of investment return, diminution of value or other claims, whether originated by the Plan Sponsor or third party, if it takes reasonable steps to act as soon as administratively feasible following knowledge of the Processing Delay.

Section 10. Plan Sponsor On-line Services

Section 10.1 Definitions. As used in this Section 10:

- (a) On-line Services. Means all internet based services available for use by the Plan Sponsor or other authorized User under this Agreement including:
 1. Contribution Submissions
 2. Sponsor Access via Alerus' secure website
- (b) Users. Means individual(s) authorized by the Plan Sponsor to access and use On-line Services.

The above On-line Services are described in more detail below. Alerus reserves the right to update or modify On-line Services in the future following written notice to the Plan Sponsor.

Section 10.2 User Authorization. The Plan Sponsor shall select and monitor all Users and their access to On-line Services providing Alerus written notice of User authorization or termination. Alerus shall provide standard operating procedures for establishing or changing User access.

Section 10.3 Types of On-line Services. Alerus offers the following On-line Services:

- (a) Contribution Submissions. Users must submit Plan contribution information electronically to Alerus using either:
 1. Online Contribution Entry. User enters relevant Participant data, Plan contributions and loan information via an on-line data entry system on Alerus' secure website, or
 2. Contribution File Upload. User uploads a file format as specified by Alerus including relevant Participant data, Plan contributions and loan information using Alerus' secure website
- (b) Sponsor Access. Users may have access to the Alerus sponsor website which includes:
 1. Account Inquiries. Users may view Plan level account data and transaction history and Participant level account information, data, and transaction history.
 2. Investments. Users may view the current price and performance of Plan investments.
 3. Documents. Users may view and print the Summary Plan Description, Plan document, and administrative forms (Note: This feature may not be available to Plans using non-Alerus sponsored Plan documents).
 4. Participant Data. Users may review and submit changes to Participant indicative data.

Section 10.4 Alerus' Responsibilities – On-line Services. Alerus acknowledges and agrees to the following:

- (a) Alerus will activate On-line Services and provide User IDs, passwords, and instructions for use of On-line Services to all Users as selected by Plan Sponsor.
- (b) Alerus shall provide technical support for On-line Services during its normal business hours (7:00 a.m. to 6:00 p.m., Central time, Monday through Friday).
- (c) Alerus will provide access to On-line Services 24 hours a day, 7 days a week, except during routine and/or special maintenance periods. Alerus will limit its downtime to those hours of operation least impacted by customer usage, when such options are available.

Section 10.5 Plan Sponsor's Responsibilities – On-line Services. Plan Sponsor acknowledges and agrees to the following:

- (a) Plan Sponsor is responsible for obtaining, installing, maintaining, and updating necessary hardware and related equipment needed to utilize the On-line Services.
- (b) Alerus makes no warranties or representations with respect to the software, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- (c) Plan Sponsor acknowledges that the User ID and password provided under this Agreement are commercially reasonable and that User activity conducted with the User ID and password shall be deemed to be authentic and binding on Plan Sponsor.

- (d) Plan Sponsor acknowledges that On-line Services may be subject to unavailability due to congestion or overload on public circuits supplied by third parties or due to downtime by such third parties.
- (e) Alerus reserves the right to eliminate or change any of the functional capabilities of On-line Services at any time without prior notice.
- (f) Plan Sponsor is responsible for authorizing On-Line Services to appropriate individuals. Plan Sponsor and Users will not make any User IDs or passwords available to any unauthorized persons and shall be responsible for the safe keeping and security of their User IDs and passwords. Unless informed in writing of the loss, theft or other misappropriation of a user ID or password, Alerus may rely upon a User instruction without liability.
- (g) Plan Sponsor will notify Alerus in writing of any changes in requested On-line Services or User authorization.
- (h) Except for acts of gross negligence or willful breach of duties by Alerus, Alerus will not be liable to Plan Sponsor, Users, or participants for any loss or damages related to the use of On-line Services, including without limitation, lost profits or consequential, special, or punitive damages.

Section 10.6 Security. Alerus utilizes technology that encrypts information that is being sent over the Internet between Plan Sponsor and Alerus' secure website, helping to ensure that the information remains confidential. Plan Sponsor must access Alerus' secure website with an internet browser compatible with Alerus security protocols. Recommended browser versions are disclosed on the Frequently Asked Questions (FAQ) section of Alerus' website. Plan Sponsor understands that internet communication with Alerus outside of its secure website, (e.g. via email) is not secure and may risk public disclosure of confidential information.

Section 11. Miscellaneous Provisions

Section 11.1 Waiver. The waiver by any party of any provision of this Agreement or a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision or subsequent breach. No delay or omission of either party's exercise of any right arising out of any default will affect or impair such party's rights as to the same or future default.

Section 11.2 Severability. If any provision of this Agreement is held to be or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions, or of such provision in any other circumstances, will not in any way be affected or impaired.

Section 11.3 Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Either party may assign this contract upon ninety (90) days written notice to the other.

Section 11.4 Amendment. This agreement may be amended from time to time in writing by Alerus upon sixty (60) days prior written notice to the Plan Sponsor. Such notice shall include a description of the change to the Agreement and its effective date. The Plan Sponsor may prevent amendment of this Agreement provided, the Plan Sponsor:

- (a) Objects in writing to the amendment within thirty (30) days of receipt of notice; and
- (b) Terminates the Agreement pursuant to Section 5 above.

In such case, this Agreement will not be amended pending termination.

Section 11.5 Inability to Perform. Should the performance of this Agreement by any party be prevented by fire, flood, storm, strike, acts of God, unavoidable casualty, governmental order or state of war, or by any similar cause beyond the control of such party, such party's performance to the extent it is so prevented or delayed shall be excused, provided notice of its inability to perform is given to the other party within a reasonable period of time.

Section 11.6 Authorized Parties. The Plan Sponsor, Plan Trustee(s) and their representatives, including officers, directors, employees, or agents, (collectively referred to hereafter as an "Authorized Party") may provide Alerus with written direction or submit information regarding administration of Plan Assets. Alerus may take or omit certain actions upon the written direction or submitted information from an Authorized Party if Alerus in good faith determines that the instruction or information submitted is consistent with the apparent authority of such person. Alerus shall have no liability for any loss, claim, cost or expense for any act or omission if such direction or information is reasonably believed to be genuine.

Section 11.7 Communications. As used in this Agreement, the terms "written" or "writing" include electronic transmissions including but not limited to email, or fax transmission, and standard operating procedures for submitting information via the Alerus secure website, as provided, and updated from time to time, by Alerus (together "E-communications"). The parties may interact via E- communications provided that any E-communication shall only be considered adequate if it is sent via the email address, fax number, or electronic submission instructions provided by the party in the normal course of business for purposes of such communication.

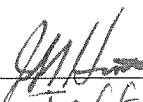
Alerus may use electronic means to communicate with and take direction from Participants as permitted by ERISA. Any Participant action (including enrollments, beneficiary designations, withdrawals, diversifications, distributions, investment changes, consents, etc.) may be made by means of voice response, recorded lines, internet based systems, or other electronic format as permitted by ERISA.


Section 11.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by a party by electronic transmission of the party's signature, and such electronic copy shall have the same force and effect as any originally signed document delivered in person.

Section 11.9 Applicable Law. This Agreement will be governed by and construed under the laws of the State of North Dakota, except to the extent such laws are superseded by ERISA Section 514, in which event federal law will govern. All court actions, whether state or federal, shall be venued in the State of North Dakota.

Section 11.10 ERISA 408b-2 Review. Alerus has provided the Plan Sponsor with a copy of this Agreement (including the attached Fee Schedule) reasonably in advance of executing this Agreement. This Agreement defines Alerus non-fiduciary role as Custodian for the Plan and the custodial services and related fees Alerus will charge.

Except as specifically referenced herein, this Agreement is independent of any other service, investment, or trust agreement the Plan Sponsor may have or will enter into with Alerus.

Dauphin County, Pennsylvania	
Signature:	
Print Name:	Jeff Haste
Title:	Chairman
Date:	7/11/16

Alerus Retirement and Benefits A division of Alerus Financial, N.A.	
Signature:	
Print Name:	Laura S. Tiemann
Title:	Managing Director
Date:	

May 2016

Mr. Scott Cohen
Fidelity Institutional Wealth Services
500 Salem Street, OS2S
Smithfield, RI 02917

Reliance Trust Company
Attn: Sonya Westfield/ABG Team
1100 Abernathy Road NE, Suite 400
Atlanta, GA 30328-5634

RE: Dauphin County, PA Deferred Compensation Plan ("Plan")

This letter serves as notification of the change in Plan Trustee and as a Letter of Instruction regarding the transfer of Plan assets.

Notification of Removal of Trustee: Reliance Trust Company is being removed as the Directed Trustee to the Plan referenced above, effective July 15, 2016. The following required documentation has been included with this notification:

1. Signed board resolution or plan amendment removing Reliance Trust Company and appointing Alerus Financial, N.A.
2. Letter of acceptance from Alerus Financial, N.A. as successor Trustee.

Letter of Instruction: Effective July 15, 2016, Alerus Retirement and Benefits, a division of Alerus Financial, N.A. ("Alerus") has been appointed to provide retirement plan recordkeeping and asset custody services for the above Plan. Your services as custodian, trustee, paying agent and/or trading platform for the Plan are terminated. Effective July 15, 2016, we have appointed Alerus Financial, N.A. as successor to your position (custodian, trustee, paying agent and/or trading platform, as the case may be) for the Plan.

Effective Date of Transfer: July 15, 2016.

Internal in-kind transfer: On the effective date listed above, we hereby direct you to execute an internal, in-kind transfer of all plan assets held in the Plan's account #251090476 to the Alerus Financial, N.A Fidelity account #251165742, FBO Plan. You are authorized to contact Adam Denny at Alerus directly regarding this transition and to coordinate the transfer with him.

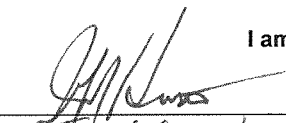
Contact Information: Alerus Retirement and Benefits
Attn: Adam Denny
Two Pine Tree Drive, Suite 400
Arden Hills, MN 55112

Phone: 651.746.6110
Email: adam.denny@aleraus.com

Cash Transfer: Any cash proceeds will be wired per the instructions provided below.

Name of receiving Institution:	Alerus Financial, N.A., Grand Forks, ND
ABA#:	091300159
Account #:	10292991
Account Name:	Trust Checking
For Further Credit To:	659083- Dauphin County, PA Deferred Compensation Plan

Thank you for your prompt attention to the matter.

Dauphin County, Pennsylvania	
I am a current authorized signer for the Plan.	
Signature:	
Print Name:	Jeff Haste
Title:	Chairman
Date:	7/11/16

Online Authorization

Employer: <u>Dauphin County, Pennsylvania</u> ("Plan Sponsor")	Plan Number: <u>659083</u>
Plan Name: <u>Dauphin County, PA Deferred Compensation Plan</u> ("Plan")	Effective Date: <u>July 15, 2016</u>

Section 1. User Access Levels: The employer as plan sponsor and administrator may provide individuals listed in Section 2 below (each a "User") with one or more of the following account access rights:

- **Contribution Gateway.** Users may submit Plan contribution information electronically to Alerus via either contribution file upload or contribution entry.
- **Plan Gateway.** Users may:
 - o View Plan and Participant Account Information. Users have full view access to all Plan and participant level account information including participant indicative data, transaction history and investment information.
 - o Use Secure Upload and Download Features. Users may up/download various Plan documents and information including census files, distribution requests, compliance information and Plan documents and administrative forms.
 - o Affect Participant Data. Users may review and submit changes to participant indicative data.
- **Transactional Access.** Users may:
 - o Establish or change participant investment elections controlling Plan contributions;
 - o Purchase, sell or otherwise transfer Plan investments on behalf of Plan participants;
 - o Establish or change Plan participant directives regarding deferral amounts; and
 - o Otherwise take investment or other actions on behalf of the Plan participants.

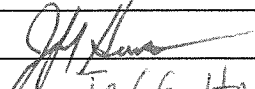
Section 2. User Authorization. The following User(s) have been previously authorized to access the ABG Plan Sponsor Website. Please carefully review the information for each User. If the form is accurate, no action is required by you.

Sign and return this form only if a change is necessary (scan and email form to SSchrade-Stith@abg-mn.com).

- To delete a user, strike through the name and initial the change.
- To add a user, provide name, email, and mark the appropriate boxes for the type of access.
- To add Transactional Access for a User, place an X in the Transactional Access column.

Authorized User	Email	Contribution Gateway	Plan Gateway	Transactional Access
Bradley, Melissa	MBradley@dauphinc.org	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Hetrick, Stephen	hetrick@retirementc.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Plan Sponsor acknowledges that it is responsible for the selection of Users and the changes and/or Transactional Access authority given each as outlined above. This Online Authorization form remains in effect until the Plan Sponsor notifies Alerus in writing of any change.

Signature: <u></u>	Title: <u>Chairman</u>
Print Name: <u>Jeff Haste</u>	Date: <u>7/11/16</u>

ALERUS FINANCIAL, N.A.
DEFERRED COMPENSATION TRUST AGREEMENT



Employer: Dauphin County, Pennsylvania ("Employer")
Plan Name: Dauphin County, PA Deferred Compensation Plan ("Plan")
Account Number: 659083

This Agreement, establishing the Dauphin County, PA Deferred Compensation Plan Trust, is adopted by the Employer, and Alerus Financial, N.A. (the "Trustee"), and is effective as of July 15, 2016.

WITNESSETH:

WHEREAS, the Employer has adopted Plan, (that portion of which that covers certain employees of the Employer hereinafter referred to as the "Plan"); and

WHEREAS, the Employer has incurred or expects to incur liability under the terms of the Plan with respect to the Employer's employees participating in the Plan; and

WHEREAS, the Employer wishes to establish a trust (hereinafter called "Trust") and to contribute to the Trust assets that shall be held therein, subject to the claims of the Employer's creditors in the event of the Employer's Insolvency, as herein defined, until paid to Plan participants and their beneficiaries in such manner and at such times as specified in the Plan; and

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974; and

WHEREAS, it is the intention of the Employer to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Plan;

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

Section 1. Establishment of Trust.

(a) Employer will deposit on a periodic basis assets which shall become the principal of the Trust to be held, administered and disposed of by Trustee as provided in this Trust Agreement.

(b) The Trust hereby established shall be revocable by the Employer.

(c) The Trust is intended to be a grantor trust, of which the Employer is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

(d) The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the Employer and shall be used exclusively for the uses and purposes of Plan participants and general creditors as herein set forth. Plan participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of Plan participants and their beneficiaries against the Employer. Any assets held by the Trust will be subject to the claims of the Employer's general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(e) The Employer, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property in trust with the Trustee to augment the principal to be held, administered and disposed of by the Trustee as provided in this Trust Agreement. Neither the Trustee nor any Plan participant or beneficiary shall have any right to compel such additional deposits.

Section 2. Payments to Plan Participants and Their Beneficiaries.

(a) If the Trustee assents, the Employer may deliver to the Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of each Plan participant (and his or her beneficiaries), that provides a formula or other instructions acceptable to the Trustee for determining the amounts so payable, the form in which such amount is to be paid (as provided for or available under the Plan), and the time of commencement for payment of such amounts. In such case, the Trustee shall make payments to the Plan participants and their beneficiaries in accordance with the Payment Schedule. The Trustee shall report and withhold any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan and shall pay amounts withheld to the appropriate taxing authorities or determine that such amounts have been reported, withheld and paid by the Employer.

(b) As an alternative to the payment arrangement described in section 2(a), the Employer may make payment of benefits directly to Plan participants or their beneficiaries as they become due under the terms of the Plan. The Employer shall notify the Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to participants or their beneficiaries in order that the Trustee may liquidate assets and remit the proceeds to the Employer. In addition, if the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Plan, the Employer shall make the balance of each such payment as it falls due. The Trustee shall notify the Employer where principal and earnings are not sufficient. The Employer shall report and withhold any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan and shall pay amounts withheld to the appropriate taxing authorities.

(c) The entitlement of a Plan participant or his or her beneficiaries to benefits under the Plan shall be determined by the Employer or such party as it shall designate under the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

Section 3. Trustee Responsibility Regarding Payments to Trust Beneficiary When the Employer is Insolvent.

(a) The Trustee shall cease payment of benefits to Plan participants and their beneficiaries if the Employer is Insolvent. The Employer shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Employer is unable to pay its debts as they become due, or (ii) the Employer is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(d) hereof, the principal and income of the Trust shall be subject to claims of general creditors of the Employer under federal and state law as set forth below.

- (1) The Board of Directors and the Chief Executive Officer of the Employer shall have the duty to inform the Trustee in writing of the Employer's Insolvency. If a person claiming to be a creditor of the Employer alleges in writing to the Trustee that the Employer has become Insolvent, the Trustee shall determine whether the Employer is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to Plan participants or their beneficiaries.
- (2) Unless the Trustee has actual knowledge of the Employer's Insolvency, or has received notice from the Employer or a person claiming to be a creditor alleging that the Employer is Insolvent, the Trustee shall have no duty to inquire whether the Employer is Insolvent. The Trustee may in all events rely on such evidence concerning the Employer's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Employer's solvency.
- (3) If at any time the Trustee has determined that the Employer is Insolvent, the Trustee shall discontinue payments to Plan participants or their beneficiaries and shall hold the assets of the Trust for the benefit of the Employer's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Plan participants or their beneficiaries to pursue their rights as general creditors of the Employer with respect to benefits due under the Plan or otherwise.
- (4) The Trustee shall resume the payment of benefits to Plan participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has determined that the Employer is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Plan participants or their beneficiaries under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Plan participants or their beneficiaries by the Employer in lieu of the payments provided for hereunder during any such period of discontinuance.

Section 4. Investment Authority.

(a) All rights associated with assets of the Trust shall be exercised by the Trustee or the person designated by the Trustee, and shall in no event be exercisable by or rest with Plan participants; provided, however, the Trustee shall serve as a non-

discretionary, directed trustee of the Trust and shall invest assets only as directed by the Employer and participants and beneficiaries in the Plan. The Employer shall have the right, at anytime, and from time to time in its sole discretion, to substitute assets of equal fair market value for any asset held by the Trust. This right is exercisable by the Employer in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity.

(b) The Employer has selected the mutual funds offered within the Plan. Employer investment direction to the Trustee shall be deemed satisfied if the Trustee follows the participant/beneficiary directions, either in written or electronic format, which are provided to the Trustee via process and procedures as established by the Trustee and within the trading parameters of the mutual funds available within the plan.

(c) The Employer hereby authorizes, empowers and directs the Trustee, by way of limitation, and subject to Employer's control over the mutual fund line up and the direction of each individual account as outlined in Section 4(b) with the following powers, rights and duties:

- (1) To invest any part or all of the Trust fund in any common or preferred stocks, open-end or closed-end mutual funds (including proprietary funds), put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, U.S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, to open and to maintain margin accounts, to engage in short sales, to buy and sell commodities, commodity options and contracts for the future delivery of commodities, and to make any other investments the Trustee deems appropriate.
- (2) To retain in cash so much of the Trust fund as the Employer may direct in writing to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust Fund in a bank account at reasonable interest.
- (3) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or of a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund, as described in Code §584, or in a collective investment fund, the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or the affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency.
- (4) To sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Employer directs in writing.
- (5) To credit and distribute the Trust fund as directed by the Employer. The Trustee is not obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee is accountable only to the Employer for any payment or distribution made by it in good faith on the order or direction of the Employer.
- (6) To have with respect to the Trust fund all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights, provided the exercise of any such powers is in accordance with and at the express written direction of the Employer.
- (7) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form with or without disclosing the custodial relationship.
- (8) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication.
- (9) To file information and tax returns at the direction of the Employer.
- (10) To furnish to the Employer an annual statement of account showing the condition of the Trust fund and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year.
- (11) To begin, maintain or defend any litigation necessary in connection with the administration of the Plan, except the Trustee is not obliged nor required to do so unless indemnified to its satisfaction.

Section 5. Disposition of Income.

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

Section 6. Accounting by the Trustee.

The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Employer and the Trustee. Annually following the close of each calendar year and within 60 days after the removal or resignation of the Trustee, the Trustee shall deliver to the Employer a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be. All accounts, books and records maintained pursuant to this Agreement shall be open to inspection and audit at all reasonable times by the Employer.

Section 7. Responsibility and Authority of the Trustee.

(a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Employer which is contemplated by, and in conformity with, the terms of the Plan or this Trust and is given in writing by the Employer. In the event of a dispute between the Employer and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) The Trustee may consult with legal counsel (who may also be counsel for the Employer generally) with respect to any of its duties or obligations hereunder.

(c) The Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

(d) The Trustee shall have, without exclusion, all powers conferred on trustees by applicable law, unless expressly provided otherwise herein, provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor trustee, or to loan to any person the proceeds of any borrowing against such policy.

(e) As directed by the Employer, the Trustee is authorized and empowered:

(1) To make payments from the Trust as provided hereunder;

(2) To exercise all the further rights, powers, options and privileges granted, provided for or vested in trustees generally under applicable federal or Minnesota law, as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as in addition thereto;

(f) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

(g) The Trustee shall establish and maintain a separate Account for each Participant as defined in the Plan, including determining the value of each Participant's Account as described in the Plan.

(h) Legitimate Delay. The Trustee may delay the processing of any investment transaction for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a service provider to provide timely values or prices, or to correct for any errors or omissions).

(i) Performance Standards. The Trustee will use reasonable efforts to process investment transactions on their scheduled processing dates, but the Trustee is not a guarantor of timely processing with respect to any authorized person, the Plan, or any participant or beneficiary.

Section 8. Compensation and Expenses of the Trustee.

The Trustee agrees to perform the services outlined in this Agreement for the fees specified in the current Fee Schedule of the Trustee which schedule is incorporated by reference herein and made a part of this Agreement. The fees will be paid from the Trust fund to the extent permitted by law. Fees may be taken from the individual account balances of the participants on a pro-rata basis. The Trustee or Employer may choose to pay this fee on behalf of the Plan and participants' individual accounts.

Section 9. Resignation and Removal of the Trustee.

(a) The Trustee may resign at any time by written notice to the Employer, which shall be effective 30 days after receipt of such notice unless the Employer and the Trustee agree otherwise.

(b) The Trustee may be removed by the Employer on 30 days notice or upon shorter notice accepted by the Trustee.

(c) Upon resignation or removal of the Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within 30 days after receipt of notice of resignation, removal or transfer, unless the Employer extends the time limit.

(d) If the Trustee resigns or is removed, a successor shall be appointed, in accordance with Section 10 hereof, by the effective date of resignation or removal under paragraph(s) (a) or (b) of this section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

Section 10. Appointment of Successor Trustee.

(a) If the Trustee resigns or is removed in accordance with Section 9(a) or (b) hereof, the Employer may appoint any third party, such as a bank trust department or other party that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new Trustee, who shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by the Employer or the successor Trustee to evidence the transfer.

(b) The successor trustee need not examine the records and acts of any prior Trustee and may retain or dispose of existing Trust assets, subject to Sections 6 and 7 hereof. The successor trustee shall not be responsible for any action or inaction of any prior Trustee.

Section 11. Amendment or Termination.

(a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Employer.

(b) The Employer may terminate this Trust in the event that under future applicable federal law the Plan is deemed for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended, to cover other than a select group of management or highly compensated employees and to be other than "unfunded."

(c) The Trust shall not terminate until the date on which Plan participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan, unless sooner revoked in accordance with Section 1(b) hereof. Upon termination of the Trust any assets remaining in the Trust shall be returned to the Employer.

Section 12. Indemnification.

The Trustee shall not be liable in any manner or for any reason for making, retaining or disposing of any investment pursuant to any written or electronic direction received from the plan participants or the Employer. Furthermore, the Employer agrees to indemnify and to hold the Trustee harmless from any damages, costs or expenses, including reasonable counsel fees, that the Trustee may incur as a result of any claim asserted against the Trustee or the Trust fund arising out of the Trustee's compliance with any direction from the Employer described in this Agreement. The Trustee shall use care and diligence in performing its duties hereunder, but shall not be liable for any error or omission, or for any loss, unless resulting from its gross negligence or willful misconduct.

Section 13: Inability to Perform.

Should the performance of this Agreement by any party be prevented by fire, flood, storm, strike, acts of God, unavoidable casualty, governmental order or state of war, or by any similar cause beyond the control of such party, such party's performance to the extent it is so prevented or delayed shall be excused, provided notice of its inability to perform is given to the other party within a reasonable period of time.

Section 14. Miscellaneous.

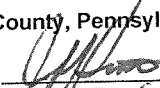
- (a) Any provisions of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.
- (b) Benefits payable to Plan participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.
- (c) This Trust shall not give the participant any right to be retained as an employee of the Employer nor any rights other than those specifically enumerated herein or in the Plan.
- (d) This Trust Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.
- (e) This Trust Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their assigns if agreed to by the participant hereto.
- (f) As used in this Trust Agreement, the terms "written" or "writing" include electronic transmissions including but not limited to email and fax transmission. Any notice or communication sent to the other party via an electronic transmission shall only be considered adequate if it is sent to the email address or fax number provided by the party in the normal course of business for purposes of such notice or communication.
- (g) This Trust Agreement shall be governed by and construed in accordance with the laws of Minnesota.

Section 15. Effective Date.


The effective date of this Trust Agreement shall be July 15, 2016.

IN WITNESS WHEREOF, Dauphin County, Pennsylvania has caused the Dauphin County, PA Deferred Compensation Plan Trust Agreement to be executed by its officer, who has been duly authorized by its Board of Directors, and Alerus Financial, N.A., has executed this Trust Agreement and hereby accepts its appointment as Trustee, as of the Effective Date.

Dauphin County, Pennsylvania

Signature: 
Print Name: Jeff Haste
Title: Chairman
Date: 7/11/16

Alerus Financial, N.A., Trustee

Signature: 
Print Name: Laura S. Tiemann
Title: Managing Director
Date: _____