

Dauphin County Bar Association

213 NORTH FRONT STREET, HARRISBURG, PA 17101 (717) 232-7536 FAX (717) 234-4582

November 20, 2006

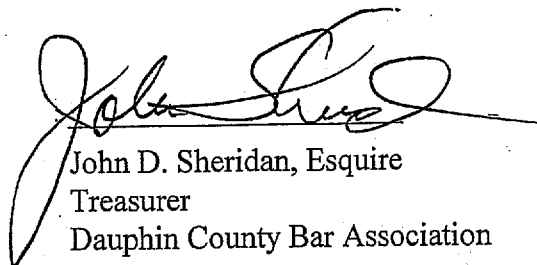
U.S. Department of Labor
Office of Pension and Welfare Benefit Programs
Labor-Management Services Administration
Washington, D.C. 20216

Re: Non-Qualified Deferred Compensation Plan

Employer: Dauphin County Bar Association
Employer Identification Number: 236256001
Address: 213 North Front Street, Harrisburg, PA 17101

This document constitutes the statement required by 29 C.F.R. Section 2520.104-23(a)(1) to be filed with the Secretary of Labor in respect to Non-Qualified Deferred Compensation Plan held by te above employer.

The employer currently maintains one Non-Qualified Deferred Compensation Plan for the Association's Executive Director. At the present time the Executive Director is the only participant in the plan



John D. Sheridan, Esquire
Treasurer
Dauphin County Bar Association

Encls

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**ASSOCIATION RESOLUTION FOR ESTABLISHMENT OF A
NON-QUALIFIED DEFERRED COMPENSATION PLAN**

WHEREAS, in recognition of the valuable services that have been rendered and will continue to be rendered to the Association, it is the desire of the Association to establish a Non-Qualified Deferred Compensation Plan for Donald Morgan to provide such employee with periodic retirement benefits upon his retirement, and thus provide such employee with an added incentive to continue his services to the Association.

BE IT RESOLVED, that a Non-Qualified Deferred Compensation Plan is hereby adopted, subject to the terms of the forms exhibited at the meeting, attached to these minutes, incorporated herein by this reference and made a part thereof as if fully set forth herein.

BE IT FURTHER RESOLVED, that the appropriate officers of the Association be, and they hereby are, authorized and directed to affix their signatures to the aforementioned Non-Qualified Deferred Compensation Plan.



Thomas P. Gacki, Esquire
President
Dauphin County Bar Association

NON-QUALIFIED RETIREMENT PLAN AGREEMENT

AGREEMENT made this 27 day of April, 2006, between DONALD MORGAN, (hereinafter referred to as the "Employee") and DAUPHIN COUNTY BAR ASSOCIATION, a non-profit corporation under the laws of the Commonwealth of Pennsylvania, having its principal office at 213 North Front Street, Harrisburg, PA 17101 (hereinafter referred to as the "Association"):

WHEREAS, the Employee has rendered valuable services to the Association in the past; and

WHEREAS, it is considered vital to the Association's continued success that it continue to have the services of the Employee until he is retired, and thereafter that it have the benefit of his advice, skill, knowledge and counseling;

NOW, THEREFORE, in consideration of these premises and the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

FIRST: Wherever used in this agreement, "retirement date" shall mean either:

- (a) the first day of the month in which the Employee has his 62nd birthday; or
- (b) such other date as the Association and the Employee may agree upon in writing, which shall refer specifically to this agreement.

SECOND: For the purposes of Paragraph NINTH of this agreement, the Employee will be deemed to be in the employ of the Association if his employment was terminated without cause by the Association, or if the Association and the Employee so agree in writing or if he is actually in the employ of the Association at the retirement date.

THIRD: The Association shall establish a special account on its books for the purpose of this agreement hereinafter referred to as the "NON-QUALIFIED DEFERRED COMPENSATION ACCOUNT (hereinafter "Account)." Prior to the earning of compensation by the Employee, the Employee shall elect to defer an amount of compensation as set forth below. Said election shall be made in writing and shall remain effective until such time the Employee provides written notice to the Association amending or terminating said election. Any amendment or termination shall apply only prospectively and shall not affect previous amounts credited to the Account. The Association promises to credit \$4,128 to the Account upon the execution of this agreement and every year thereafter until the Employee's employment with the Association is terminated or until his retirement date, whichever date is earlier.

FOURTH: All such funds so credited to the Employee may be kept in cash or invested and reinvested in mutual funds, life insurance (whole life or term insurance), stocks, bonds, securities, or any other assets that the Association may decide to select. In the exercise of these discretionary investment powers, the Association may engage investment counsel, and, if it so

desires, may delegate to such counsel full or limited authority to select the assets in which the funds are to be invested.

The Association shall not be liable for and it makes no warranty with respect to the results of said investments. The Employee agrees on behalf of himself and his designated beneficiary to assume all risks in connection with any decrease in value of the funds which are invested or which continue to be invested in accordance with the provisions of the agreement.

FIFTH: For purposes of measuring amounts available to fund the retirement benefits created herein, investments made by the Association with the amounts credited to the Non-Qualified Deferred Compensation Account are or will be described by the Association in Schedule A of this agreement, and investments held by the Association will be deemed made by the Association with the amounts credited to the account only if, and so long as, they are and continue to be described in Schedule A. The Association may, in its sole discretion, add to or change investments listed in Schedule A at any time.

SIXTH: The Association shall retain title to and beneficial ownership of all assets, whether cash or investments, which it may earmark as investments under this agreement. Nothing stated herein will cause such investments to be treated as anything but the general assets of the Association, available to its creditors, nor will anything stated herein cause such investments to represent a vested, secured, or preferred interest of the Employee or of his beneficiaries designated in this agreement.

SEVENTH: The Non-Qualified Deferred Compensation Account will be increased by the net amount, if any, of all income and gains realized by the Association from investments identified on Schedule A prior to the Employee's retirement date, and the Non-Qualified Deferred Compensation Account will be decreased by the net amount, if any, of all losses realized from such investments prior the Employee's retirement date and by the amount of all administrative expenses incurred prior to such date in the management of the amounts in the Non-Qualified Deferred Compensation Account. Furthermore, the Account will be decreased by an amount equal to all federal and state taxes paid by the Association as a result of income and gains realized from such investments prior to the Employee's retirement date and will be increased by an amount equal to any reductions in the federal and state taxes paid by the Association as a result of losses realized from such investments prior to the Employee's retirement date.

EIGHTH: Prior to the Employee's retirement date, all investments described in Schedule A will, for the purposes of this agreement, be carried at cost until they are sold, liquidated, or otherwise removed from the Account, at which time the Account will be adjusted to reflect any income, gains or losses realized or which would have been realized if an asset that is removed from the Account was in fact sold. Then, on the Employee's retirement date, the Association will adjust the Account to reflect all income gains and losses not yet realized from the investments listed on Schedule A but which would be realized if such investments listed on Schedule A were sold or liquidated at their fair market value on the Employee's retirement date. Under no circumstances, however, will the value of any investment be reduced because of any loan made or encumbrance placed upon the investment by the Association. In addition, the

Account will be decreased by the increase in the amount of federal and state tax liability of the Association which would result if the investments left on Schedule A were sold or liquidated on the Employee's retirement date and said account will be increased by an amount equal to any reductions to the Association's federal and state tax liability which would result through such a sale or a liquidation.

NINTH:

A. Payments.

If the Employee is in the employ of the Association on his retirement date, then, subject to Paragraph TENTH hereof, the Association shall pay to him in four (4) substantially equal annual installments an amount equal to the value of the Non-Qualified Deferred Compensation Account on the Employee's retirement date as adjusted pursuant to Paragraph EIGHTH. Notwithstanding the above, the total amount payable to the Employee shall be appropriately increased or decreased as the case may be, but not more than semi-annually, to reflect the appreciation or depreciation in value and the net income or loss on the funds which remain invested in the Account. Said payments shall begin on the first day of the sixth (6th) calendar month following the Employee's retirement date, and shall continue monthly thereafter.

B. Beneficiary Designation.

If the employee should die while receiving payments under this paragraph NINTH, the Association shall pay:

(X) the commuted value of the payments for the remainder of such period to the beneficiary designated by the Employee under Paragraph NINTH hereof; or

() the remaining benefits payable to the beneficiary designated by the Employee under Paragraph NINTH hereof.

The Employee's named beneficiary under this agreement is Mary Elizabeth Morgan. Should the named beneficiary not survive the Employee, the Employee's contingent beneficiary is Courtney Elizabeth (Morgan) Harris and Brian Matthew Morgan, equally.

The payments to the Employee or his designated beneficiary or other beneficiary hereunder shall be made from assets which shall continue, for all purposes, to be a part of the general assets of the Association; the provisions of this agreement shall give no person, other than the Association, any interest in such assets. To the extent that any person acquires a right to receive payments from the Association under the provisions hereof, such right shall be no greater than the right of any unsecured general creditor of the Association.

TENTH: The provisions of Paragraph NINTH are conditioned upon the continuous employment of the Employee by the Association until his retirement date. In the event Employee is not in the employ of the Association on his retirement date, excluding the death of the Employee prior to his retirement date, the Association shall be under no obligation to the Employee or his beneficiaries regarding the benefits provided by Paragraph NINTH hereof.

ELEVENTH: Neither the Employee, his spouse, nor any other beneficiary under this agreement shall have any power or right to transfer, assign, anticipate, hypothecate or otherwise encumber any part or all of the amounts payable hereunder, nor shall such amounts be subject to seizure by any creditor of any such beneficiary, by a proceeding at law or in equity, and no such benefit shall be transferable by operation of law in the event of bankruptcy, insolvency or death of the Employee, his spouse or any other beneficiary hereunder. Any such attempted assignment or transfer shall be void and shall terminate this agreement, and the Association shall thereupon have no further liability hereunder.

TWELFTH: The Association agrees that it will not merge or consolidate with any other organization, or permit its activities to be taken over by any other organization unless and until such succeeding or continuing organization shall expressly assume the duties of the Association set forth in this agreement.

THIRTEENTH: During the lifetime of the Employee, this agreement may be amended or revoked at any time or times, in whole or in part, by the mutual written agreement of the Employee and the Association, which writing shall refer specifically to this agreement.

FOURTEENTH: This agreement shall governed by the laws of the Commonwealth of Pennsylvania.

FIFTEENTH: In the event that any term or condition contained in the agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or condition of this agreement, but this agreement shall be construed as if such invalid or illegal or unenforceable term or condition had never been contained herein.

SIXTEENTH: This agreement shall be binding upon the beneficiaries, heirs, executors and administrators of the Employee and upon the successors and assigns of the Association.

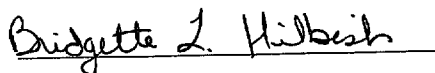
SEVENTEENTH: If any action at law or in equity, or any arbitration proceeding is brought to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

IN WITNESS WHEREOF, signed and sealed on the date first above written.

WITNESS:

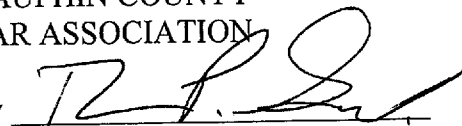


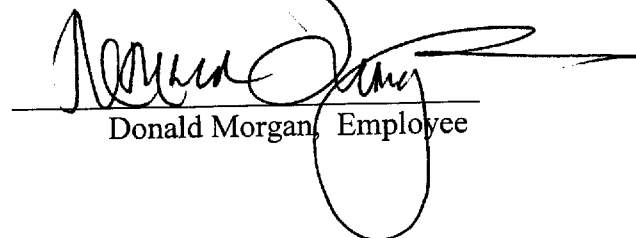
WITNESS:



DAUPHIN COUNTY
BAR ASSOCIATION

By


Thomas P. Gaeki, President


Donald Morgan, Employee

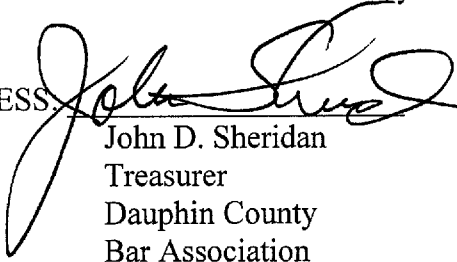
SCHEDULE A


The following described investments have been procured by the Association to aid in meeting its obligations under the Non-Qualified Deferred Compensation Agreement between the Association and the Employee, which was executed on the 27 day of April, 2006.

Citizens Bank Certificate of Deposit No. 6201671424 \$4,128.00

These investments will be the investments referred to in the above described agreement as the investments listed on Schedule A. The Association may add investments to or change investments listed on this schedule in accordance with the terms of said agreement, but before any investment will be deemed added or changed, an amended Schedule A must be executed by the Association reflecting such addition or change.

Executed on this 27 day of April, 2006.

WITNESS  DAUPHIN COUNTY BAR ASSOCIATION:
John D. Sheridan
Treasurer
Dauphin County
Bar Association

By 
Thomas P. Gacki
President
Dauphin County Bar Association


Dauphin County Bar Association
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