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U.S. DEPT. OF LABOR
PWBA/PUBLIC DISCLOSURE

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TURNING POINT
PO Box 89306
SIOUX FALLS, SD
57109-9306
605-334-1414
FAX 335-3121

September 5, 2000

1401 W. 51ST ST.
SIOUX FALLS, SD
605-334-1414
FAX 335-3121

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Top-Hat Plan Exemption
PWBA

Room N-5644

908 N. WEST AVE.
SIOUX FALLS, SD
57104
605-367-4293
FAX 367-5714

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

Re: Turning Point Deferred Incentive Plan

Dear Sir or Madam:

On behalf of the plan administrator referenced above, the following is a list of the information required by DOL Reg. § 2520.104-23:

Employer's Name: Turning Point of South Dakota

Employer's Address: P.O. Box 89306, Sioux Falls, SD 57109-9306

Employer's EIN: 23-7353508

Name of Plan: Turning Point Deferred Incentive Plan

The plan is maintained for select management or highly compensated employees.

Number of Plans: 1

Number of Employees in Plan: 1

Sincerely,



Kathy M. Wambeke
Finance Director

DEFERRED COMPENSATION AGREEMENT

AGREEMENT made this 30 day of June, 2000, and effective July 1, 2000 (the "Effective Date"), between TURNING POINT, INC., a South Dakota corporation organized and existing under the laws of the State of South Dakota (the "Corporation"), and PAMELA BOLLINGER (the "Executive").

WITNESSETH:

WHEREAS, the Executive is a valued employee of the Corporation, performing valuable services for the Corporation; and

WHEREAS, the Corporation, in recognition of Executive's role in the past and future progress of the Corporation and her unique knowledge of the Corporation's affairs and operations, desires to secure the Executive's continued employment during her lifetime until the age of retirement; and

WHEREAS, Executive is willing to continue in the employ of the Corporation, provided the Corporation agrees to pay to her or her beneficiaries certain benefits in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

I.

EMPLOYMENT

The Corporation agrees to employ the Executive in such capacity as the Corporation may from time to time determine. The Executive will continue in the employ of the Corporation in such capacity and with such desires and responsibilities as may be assigned to her, and with such compensation as may be determined from time to time by the Board of Directors of the Corporation (the "Board").

II.

DEFERRAL AMOUNT

2.1 Establishing the Account/Incentive Award. The Corporation shall establish a "Deferral Account" on its books for the Executive, and shall credit the Deferral Account with five percent (5%) of Executive's Compensation earned during the Corporation's fiscal year ending June 30, 2000. For purposes of this Agreement, Compensation means W-2 wages. W-2 wages means all wages for federal income tax withholding purposes, as defined under Code § 3401(a) (for purposes of income tax withholding), and all other payments to the Executive in the

course of the Executive's employment, for which the Corporation must furnish to the Executive a written statement under Code §§ 6041(d), 6051(a)(3), and 6052. For purposes of this Agreement, Compensation will include elective contributions to other plans maintained by the Corporation for its employees. Beginning on June 30, 2001, and on June 30 of each following plan year prior to the payment of all benefits due hereunder, the Corporation shall credit income (or loss) on the account at a rate equal to the Growth of Stock Rate determined as of the end of that calendar year plus any additional amount the Board shall determine. The "Growth of Stock Rate" means the percentage change in the Vanguard Balanced Income and Growth Fund over the one-year period, measured on December 31 of each year. For example, awards for the 2000 plan year would be credited with the Growth of Stock determined on December 31, 2000, by taking the price per share of the Vanguard Balanced Income and Growth Fund less the Share Price on December 31, 1999, divided by the December 31, 1999 Share Price, after adjustments for any dividends or other distributions made during the calendar year. The Share Price shall be determined annually by the accountants regularly retained by the Corporation in accordance with this formula. The Corporation may make such additional contributions to the Deferral Account as determined in the sole discretion of the Board.

2.2 Statement of Accounts. The Corporation shall provide to Executive by September 1 of each plan year this Agreement is in effect beginning on September 30, 2001, a statement setting forth the Deferral Account balance.

2.3 Accounting Device Only. The Deferral Account is solely an accounting device for measuring amounts to be paid under this Agreement. The Deferral Account is not a trust fund of any kind. The Executive is a general unsecured creditor of the Corporation for payment of benefits. The benefits represent the Corporation's mere promise to pay such benefits. The Executive's rights are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by Executive's creditors.

III.

BENEFITS

3.1 Normal Retirement Benefit. If Executive has not retired prior to age sixty-two (62) ("Normal Retirement Date"), upon reaching her Normal Retirement Date, regardless whether Executive continues employment or retires from active employment after that date, the Corporation agrees that it will pay to the Executive the Deferral Account balance valued as of the last day of the month immediately preceding Executive's Normal Retirement Date. The Corporation shall pay the benefit to the Executive in the form of an annuity payable in twenty (20) quarterly installments beginning on the first day of the month following the attainment of age sixty-two (62) and continuing in nineteen (19) equal quarterly installments, without interest.

3.2 Retirement Death Benefit. The Corporation agrees that if the Executive shall begin receiving the Retirement Benefits described in Section 3.1, but shall die before receiving twenty (20) quarterly payments, the Corporation will continue to make such quarterly payments to such individual or individuals as the Executive may have designated in writing, filed with and

approved by the Corporation, until twenty (20) quarterly payments have been made. In the absence of any effective designation of beneficiaries, any such amounts becoming due and payable upon the death of the Executive shall be payable to her spouse, if living, and if none, to her duly qualified executor or administrator.

3.3 Death Prior to Retirement. If the Executive should die while actively employed by the Corporation at any time after the Effective Date of this Agreement but prior to receiving any benefits under Section 3.1, the Corporation will pay the Deferral Account balance valued as of the last day of the month immediately preceding Executive's death in twenty (20) consecutive quarterly payments, without interest, to such individual or individuals as the Executive may have designated in writing, filed with and approved by the Corporation. The said quarterly payments shall begin the first day of the month following the month of the death of the Executive. In the absence of any effective designation of beneficiary any such amounts becoming due and payable upon the death of the Executive shall be payable to her spouse, and otherwise to her children by right of representation, per stirpes; and if none, to her duly qualified executor or administrator.

3.4 Disability. If the Executive terminates employment for Disability prior to attaining Normal Retirement Age, the Corporation shall pay to the Executive the Deferral Account balance valued as of the last day of the month immediately preceding at the Executive's Termination of Employment. The Corporation shall pay the benefit to the Executive in the form of an annuity payable in twenty (20) equal quarterly installments commencing on the first day of the month following Executive's Termination of Employment, without interest. For purposes of this section "Disability" means the Executive's inability to perform substantially all normal duties of the Executive's position, as determined by the Corporation's Board of Directors in its sole discretion. As a condition to any benefits, the Corporation may require the Executive to submit to such physical or mental evaluations and tests as the Board of Directors deems appropriate.

3.5 Termination of Service or Discharge. If, prior to attaining age sixty-two (62), the Executive shall resign or otherwise terminate her employment with the Corporation for any reason, or no reason, or be discharged for any reason or no reason, this Agreement shall terminate upon the date of such resignation or other termination of employment and no benefits or payments of any kind are to be made hereunder.

IV.

CONSULTING SERVICES

It is mutually agreed that following Executive's retirement from active employment the Executive shall, at the request of the Corporation, be available at reasonable times and places as may be mutually agreed upon, to render services to the senior executives of the Corporation in an advisory or consulting capacity. Breach of this condition shall not be considered to have occurred if the Executive is unable to consult because of her mental or physical disability. In furnishing such consultative services, the Executive shall not be an employee of the corporation, but shall act in the capacity of an independent contractor.

V.

COMPETITIVE SERVICE

During the two-year period following Executive's retirement, the Executive shall not become the owner of, nor engage, directly or indirectly, in any business which is substantially similar to the business of the Corporation, either as advisor, agent, principal, partner, officer, director, employee or otherwise, within an area of fifty (50) miles from the City of Sioux Falls or any other location where the Corporation has a facility, unless the Corporation has first consented in writing thereto.

VI.

REMEDIES FOR BREACH

The payments provided under Article III are conditioned upon the Executive fulfilling the conditions of Articles IV and V, and, in the event the Executive shall at any time materially breach the foregoing conditions, the board of directors of the Corporation may, by a resolution, at any regular or special meeting, suspend or terminate payment during the period of such breach. What constitutes a material breach shall be within the sole determination of the board of directors. If the board of directors by such a resolution eliminates further payments to the Executive, the Corporation shall have no further liability to the Executive or any other persons hereunder.

VII.

ALIENABILITY

Neither the Executive, her spouse, nor any other beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, hypothecate, mortgage, commute, modify, or otherwise encumber in advance any of the benefits payable hereunder, nor shall any of said benefits be subject to seizure for the payment of any debts, judgments, alimony or separate maintenance owed by the Executive or her beneficiary or any of them to be transferable by operation of law in the event of bankruptcy, insolvency, or otherwise. In the event the Executive or any beneficiary attempts an assignment, commutation, hypothecation, transfer, or disposal of the benefits hereunder, the Corporation's liabilities shall forthwith cease and terminate.

VIII.

PARTICIPATION IN OTHER PLANS

Nothing contained in this Agreement shall be construed to alter, abridge, or in any manner affect the rights and privileges of the Executive to participate in and be covered by any pension, profit-sharing, group insurance, bonus or similar employee plans which the Corporation may now or hereafter have.

IX.

FUNDING

The Corporation reserves the absolute right at its sole and exclusive discretion either to fund the obligations of the Corporation undertaken by this Agreement or to refrain from funding the same, and to determine the extent, nature, and method of such funding. Should the Corporation elect to fund this Agreement, in whole or in part, through the purchase of life insurance or annuities, or both, the Corporation shall be the owner and beneficiary of the policy. The Corporation reserves the absolute right, in its sole discretion, to terminate such life insurance or annuities, as well as any other funding program, at any time, either in whole or in part. At no time shall the Executive be deemed to have any right, title or interest in or to any specified asset or assets of the Corporation, including, but not by way of restriction, any insurance or annuity contract or contracts or the proceeds therefrom.

Any such policy shall not in any way be considered to be security for the performance of the obligations of this Agreement. It shall be, and remain, a general, unpledged, unrestricted asset of the Corporation.

If the Corporation purchases a life insurance or annuity policy on the life of the Executive, she agrees to sign any papers that may be required for that purpose and to undergo any medical examination or tests which may be necessary.

This article shall not be construed as giving the Executive or her beneficiary any greater rights than those of any other unsecured creditor of the Corporation.

X.

AMENDMENT OF AGREEMENT

This Agreement may not be altered, amended or modified in any manner whatsoever except by a writing signed by the Corporation and the Executive. Notwithstanding the foregoing, the Corporation, in its sole discretion, may amend or terminate this Agreement if at any time, pursuant to legislative, judicial, or regulatory action, continuation of the Agreement would (i) cause benefits to be taxable to the Executive prior to actual receipt, or (ii) result in significant financial penalties or other significantly detrimental ramifications to the Corporation (other than the financial impact of paying the benefits). In the event of any termination, the Executive shall be treated as if the date of termination of the Agreement was her Termination of Employment under Section 3.2.

XI.

REORGANIZATION

The Corporation shall not merge or consolidate into or with another corporation, or reorganize, or sell substantially all of its assets to another corporation, firm, or person unless and until such succeeding or continuing corporation, firm or person agrees to assume and discharge the obligations of the Corporation under this Agreement. Upon the occurrence of such event, the term "Corporation" as used in this Agreement shall be deemed to refer to such successor or survivor corporation.

XII.

MISCELLANEOUS

12.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Executive and her personal representatives and the Corporation and any successor organization which shall succeed to substantially all of its assets and business.

12.2 Communications. Any notice or communication required of either party with respect to this Agreement shall be made in writing and may either be delivered personally or sent by first class mail.

12.3 No Guarantee of Employment. This Agreement shall not be deemed to constitute a contract of employment between the parties hereto, nor shall any provision hereof restrict the right of the Corporation to discharge the Executive or restrict the right of the Executive to terminate her employment.

12.4 Applicable Law. This Agreement shall be subject to and governed by Section 457(f) of the Internal Revenue Service as it may be amended from time to time and by the laws of the State of South Dakota except as preempted by applicable federal law.

12.5 Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision thereof, but this Agreement will be given effect in such a manner as will best carry out the purposes and intentions of the parties.

12.6 Tax Withholding. The Corporation shall withhold any taxes that are required to be withheld from the benefits provided under this Agreement.

12.7 Entire Agreement. This Agreement is the entire agreement between the parties and it contains all the covenants and agreements between the Executive and the Corporation.

12.8 Named Fiduciary. For purposes of the Employee Retirement Income Security Act of 1974, if applicable, the Corporation shall be named fiduciary under this Agreement.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be duly executed by its president and its corporate seal affixed, and the Executive has hereunto set her hand on the day and year first above written.

TURNING POINT, INC.

By: *Beth Jamborg*
Its *President*

Pamela Bollinger
EXECUTIVE

DESIGNATION OF BENEFICIARY

Pursuant to the terms of a nonqualified deferred compensation agreement dated June 30th, 2000, between myself and the TURNING POINT, INC., I hereby designate the following beneficiary(ies) to receive any payments which may be due under such agreement after my death:

Primary Beneficiary: Daniel E. Bollinger, my husband
Secondary Beneficiary(ies): Tamara (Bollinger) Grochalw and Michael Bollinger, my two children

The primary beneficiary named above shall be the designated beneficiary referred to in Article II of said agreement if (s)he is living at the time a death benefit payment thereunder becomes due and payable, and the secondary beneficiary named above shall be the designated beneficiary referred to in Article II of said agreement only if (s)he is living at the time a death benefit payment becomes payable and the primary beneficiary is not then living.

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

Date: 6/30/00

Kathryn Wambeka
Witness

Patrick Bollinger
Executive

Acknowledged by: Beth Janney President
Corporation Officer Title

Patricia A. Reser
Notary Public
my commission expires
7/12/2001

11
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**RETURN RECEIPT
REQUIRED**

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Top-Hat Plan Exemption
PWRA
Room N-5644
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

