

SALARY CONTINUATION

SPECIMEN ERISA MEMORANDUM STATEMENT

DATE: April 30, 2014

TO: Office of Pension and Welfare Programs
 Labor Management – Services Administration
 U.S. Department of Labor
 Washington, D.C. 20216

FROM: Husker Rehabilitation
 47-0813731
 6940 Van Dorn Street, Lincoln, NE 68506

ERISA/OPBLS
 20140730 14:58

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

Employer currently maintains one non-qualified salary continuation plan for Executives who are members of a “select group of management” or who are “highly compensated”.

The number of participants is:

Plan 1: 1 employee – Michelle Spicka

Plan Administrator: Michael Zalman

Title: President

Employer: Husker Rehabilitation and Wellness, P.C.

DEFERRED COMPENSATION
AGREEMENT

This Agreement is entered into this 30th day of April, 2014, between Husker Rehabilitation and Wellness Centers, P.C., a Nebraska Professional Corporation, hereinafter called Husker Rehab and Michelle Spicka.

Whereas, Michelle Spicka has been a key employee of Husker Rehab, and

Whereas, Michelle Spicka is a member of a select group of highly compensated or management.

Whereas it is the consensus of the Board of Directors that Michelle Spicka has made an invaluable contribution to the profits and good will of Husker Rehab, and

Whereas, The Board further believes that Michelle Spicka's experience, knowledge, reputation and client contacts are of such value and her continued services are essential to Husker Rehab's future growth and profits that it would suffer financial loss should Michelle Spicka terminate her services, and

Whereas, Husker Rehab desires to retain the services of Michelle Spicka until her retirement; and

Whereas Husker Rehab and Michelle Spicka desire to provide as additional compensation for her services to the Husker Rehab with post-retirement income or pre-death benefits to her beneficiary over and above what will be available to her under the Husker Rehab's regular pension and insurance plan for employees.

Now therefore, the parties agree as follows:

1. Time is of the Essence. The Husker Rehab and Michelle Spicka agree that for all purposes under this agreement, time is of the essence.
2. Effective Date. The effective date of this Agreement shall be April 30th, 2014.
3. Sinking Fund. On the execution of this agreement, the Husker Rehab shall purchase a \$500,000.00 whole life Insurance Policy on the life of Michelle Spicka as a key employee of the Husker Rehab to finance the funding of the Deferred Compensation Agreement. Husker Rehab agrees to set aside \$8,000 a year to cover funding.

Although Husker Rehab has purchased a whole life insurance policy, Husker Rehab reserves the absolute right, in its sole discretion, to terminate such funding at any time, in whole or in part. At no time shall Michelle Spicka be deemed to have any lien nor right, title or interest in or to any specific funding investment or to any assets of the Husker Rehab. Until any amounts are distributed pursuant to this agreement or are vested in Michelle Spicka and/or her designated beneficiary, Michelle Spicka's and/or

her designated beneficiary's interest is contingent only. Title to and the beneficial ownership of any assets which is earmarked to meet Husker Rehab's contingent deferred obligation hereunder shall at all times remain in Husker Rehab and under no circumstances shall Michelle Spicka and/or her designated beneficiary acquire any proprietary interest in any specific assets of Husker Rehab.

Michelle Spicka, her beneficiaries or any successor in interest to her shall be and remain simply a general creditor of the Husker Rehab in the same manner as any other creditor having a general claim for matured and unpaid compensation.

Whether or not subject to the claims of Husker Rehab's general creditors, assets set aside by Husker Rehab to meet its obligations under this Agreement shall not be placed in a trust located outside of the United States.

4. Payment Method. If Michelle Spicka remains in the employment of Husker Rehab until age 63, then on her retirement at age 63, Husker Rehab will pay to her the sum of \$4,166.66 per month for a period of 120 months following her retirement as deferred compensation. When Michelle Spicka Attains the age of 63 she or her designated beneficiary as provided in paragraph 6 hereof, shall be entitled only to the payment of \$4,166.66 per month for the 120 months and she or her designated beneficiary shall have no right or interest to any of the policy cash value or death benefits in the event she dies before the expiration of the 120 months.

5. No Employment Agreement Created. No provision of this Agreement shall be deemed to restrict or limit any existing employment Agreement by and between the parties nor shall any conditions herein create specific employment rights to Michelle Spicka nor limit the right of Husker Rehab to discharge Michelle Spicka with or without cause. In a similar fashion, no provision shall limit Michelle Spicka's rights to voluntarily sever her employment at any time

6. Death of Michelle Spicka After Age 63. In the event of the death of Michelle Spicka prior to payment of all sums due under this agreement, then such amounts remaining to be paid by the Husker Rehab as set forth in paragraph 4 hereof, shall be made to such person or persons designated by Michelle Spicka in writing to Husker Rehab.

If the designated beneficiary should die before all benefit payments payable under another provision of this Agreement have been received, the remaining unpaid installments shall be paid to the personal representative of the deceased beneficiary according to the payment agreement with Michelle Spicka.

In the absence of or failure of Michelle Spicka to designate a beneficiary or in the event the designated beneficiary shall have predeceased Michelle Spicka, the remaining unpaid installments shall be paid to the personal representative of Michelle Spicka's estate.

7. Death of Michelle Spicka Before Age 63. In the event of the death of Michelle Spicka prior to age 63 and she is employed by Husker Rehab at the time of

her death, then such person or persons designated by Michelle Spicka in writing as her designated beneficiary shall be entitled to the \$500,000.00.

In the absence of or failure of Michelle Spicka to designate a beneficiary or in the event the designated beneficiary shall have predeceased Michelle Spicka, the unpaid balance shall be paid in a lump sum to the personal representative of Michelle Spicka's estate.

8. Forfeiture. Michelle Spicka shall forfeit any right to receive, or beneficial interest in, and Husker Rehab shall not have any obligation to pay, any amounts under this Agreement in the event the participant terminates employment prior to age 63.

9. Alienability and Assignment Prohibition: Neither Michelle Spicka, her surviving 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 Michelle Spicka or her beneficiary, nor be transferable by Operation of law in the event of bankruptcy, insolvency or otherwise. If Michelle Spicka or any beneficiary attempts assignment, commutation, hypothecation, transfer or disposal of the benefits hereunder, Husker Rehab's liabilities shall forthwith cease and terminate, and all Michelle Spicka's benefits under this Agreement shall be forfeited and this Agreement shall become null and void.

10. Husker Rehab's representation and warranties. Husker Rehab represents, covenants, and warrants that as of this date and the date of the closing Husker Rehab will have the authority to execute and deliver all documents to consummate the transactions required by this deferred compensation agreement.

11. Representations and Warranties to Survive Closing. All representations and warranties contained in this Agreement, including all Exhibits hereto and in any other instrument which shall be delivered pursuant to the term of this agreement shall survive the Closing and the consummation of the transactions contemplated by this Agreement.

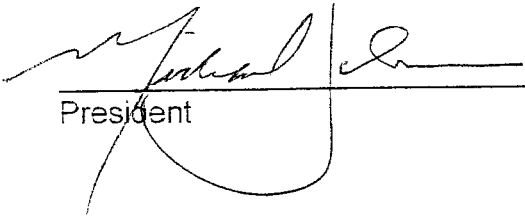
12. Binding Obligation of Husker Rehab And Any Successor In Interest: Husker Rehab expressly agrees that it shall not merge or consolidate into or with another Professional Corporation or sell substantially all of its assets to another Professional Corporation, firm or person until such Professional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

13. Entire Agreement. This Agreement sets forth the entire understanding between the parties relating to the subject matter hereof, any and all correspondence, conversations and memoranda or other writings being merged herein and replaced and being without effect hereon. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce either party to enter into this Agreement. Neither this Agreement nor any part hereof,

including this provision against oral modifications, shall be modified, waived or discharged except by a writing duly signed by the party sought to be bound.

Dated this 30th day of April, 2014.

Husker Rehabilitation and Wellness Centers, P. C.
a Nebraska Professional Corporation

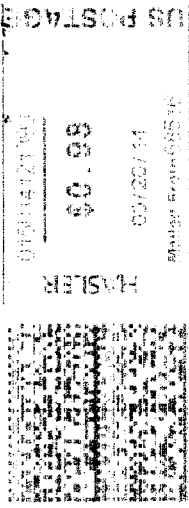


President



Michelle Spicka

MIDLANDS
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