



International

Building a Better World

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ERISA/PUBLIC DISCLOSURE

2011 JUN 22 PM 3:02

June 15, 2011

**VIA CERTIFIED MAIL --**  
**RETURN RECEIPT REQUESTED**

Top Hat Plan Exemption  
Employee Benefits Security Administration  
Room N-1513  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

Re: Section 457(b) Supplemental Retirement Agreement

Dear Sir or Madam:

In accordance with Department of Labor Regulation 2520.104-23, the enclosed information is provided to satisfy the alternative method of compliance with the reporting and disclosure requirements of Part I of Title 1 of ERISA for unfunded pension plans maintained by an employer for a select group of management or highly compensated employees.

If you have any questions concerning the enclosed information, please feel free to contact me.

Very truly yours,

James E. Russo  
Vice President of Finance/ CFO  
CHF International

Enclosure

GENBUS/804925.1



International Building a Better World

**TOP HAT NOTICE FILING**

**DEPARTMENT OF LABOR  
ALTERNATIVE METHOD OF COMPLIANCE  
FOR THE SECTION 457(B) SUPPLEMENTAL RETIREMENT AGREEMENT  
under  
DOL Regulation Section 2520.104-23**

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**NAME AND ADDRESS OF EMPLOYER:** CHF International  
8601 Georgia Avenue, Suite 800  
Silver Spring, MD 20910-3440

**EMPLOYER IDENTIFICATION NUMBER:** 52-0846183

**NUMBER OF PROGRAMS COVERED BY  
THIS DECLARATION:** 1

**NUMBER OF EMPLOYEES IN THE  
PROGRAM:** 1

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**DECLARATION OF CHF INTERNATIONAL**

CHF International declares that the deferred compensation program is maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

GENBUS/804926.1

**SECTION 457(B) SUPPLEMENTAL RETIREMENT BENEFIT AGREEMENT**

**THIS SECTION 457(B) SUPPLEMENTAL RETIREMENT BENEFIT AGREEMENT** (the "Agreement") made and entered into on this 10 day of June, 2011, effective as of 10 June 2011, by and between CHF International, a New Jersey non-profit corporation (the "Employer"), and David A. Weiss ("Mr. Weiss"), as follows:

**RECITALS:**

A. Mr. Weiss serves as the Employer's President and Chief Executive Officer for many years.

B. The Employer desires to have the future benefit of Mr. Weiss's outstanding leadership and executive competence in order to facilitate the general welfare and future growth of the Employer.

C. Mr. Weiss desires and intends to devote his best efforts to his duties in managing the affairs of the Employer.

D. The Employer desires to reward Mr. Weiss for his continued service by supplementing his retirement income with the payment of the deferred compensation amount described in this Agreement.

**NOW, THEREFORE**, in consideration of services to be performed by Mr. Weiss, as well as the mutual promises and covenants set forth hereinafter, the parties hereby agree as follows:

**1. Eligible Deferred Compensation.** Effective as of September 30, 2011, an account (the "457(b) Account") shall be established as soon as practicable on the books of the Employer for the benefit of Mr. Weiss. Subject to the employment requirement set forth below, the 457(b) Account shall be credited with deferred compensation contributions in an amount which shall equal the applicable dollar amount in effect on the date of credit to Mr. Weiss' 457(b) Account under Section 457(b)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code") (the deferred contribution to be referred to as the "457(b) Contribution"). In 2011, the 457(b) Contribution amount is \$16,500. The 457 (b) Contribution for any given fiscal year shall be credited on September 30, provided that Mr. Weiss is employed by the Employer on such date.

Mr. Weiss shall be immediately fully vested in such amounts. The 457(b) Account shall be a bookkeeping entry, not an actual funded account. The balance of the 457(b) Account on any given date shall be equal to the sum of the deferred compensation contributions to the 457(b) Account and shall not be subject to earnings adjustment.

Notwithstanding the foregoing provisions of this Section 1, the Employer reserves the right to amend, suspend and/or terminate this Agreement and the contributions to the 457(b) Account provided for under this Section 1, including but not limited if required to comply with Section 457(b) of the Code or other applicable law.

**2. Retirement Benefit.** As soon as administratively practicable following Mr. Weiss's severance from employment with the Employer, the Employer shall pay to Mr. Weiss a lump sum amount equal to the balance of the 457(b) Account on such severance date. Severance from employment for this purpose means a severance from employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code. In no event will the Employer direct distribution of the 457(b) Account to be made later than Mr. Weiss' "Required Beginning Date." For purposes of this section, Mr. Weiss's "Required Beginning Date" shall be the April 1st of the calendar year following the later of: (1) the calendar year in which he attains age 70½, and (2) the calendar year in which he retires.

Notwithstanding anything to the contrary, distribution of the 457(b) Account shall be made in accordance with Treasury Regulations 1.401(a)(9)-1 through 1.401(a)(9)-9. The Employer agrees that in the event of Mr. Weiss's death but before full payment has been made hereunder, the Employer shall pay the balance of the 457(b) Account no later than two and one-half (2 ½) months after the date of his death to Mr. Weiss' surviving spouse, if any or if none, to his estate.

Upon payment of the 457(b) Account pursuant to Section 3, such Account shall be cancelled and the Employer shall have no further obligation under this Agreement.

**3. Death Benefit.** Should Mr. Weiss die while employed by the Employer, the Employer shall pay to Mr. Weiss' surviving spouse, if any or if none, to his estate, a lump sum amount equal to the balance of the 457(b) Account on the date of Mr. Weiss's death. The death benefit provided for hereunder shall be paid as soon as administratively feasible, but no later than the date two and one-half (2 ½) months after the date of Mr. Weiss's death. Upon payment of

the 457(b) Account pursuant to Section 3, such Account shall be cancelled and the Employer shall have no further obligation under this Agreement.

**4. Restrictions.** No right or benefit under this Agreement shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance or charge; and any attempt to anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities or torts of the person entitled to such benefits. If Mr. Weiss or any person entitled to payments under this Agreement should become bankrupt or should attempt to anticipate, alienate, sell, assign, pledge, encumber or charge any right to payment hereunder or there is any danger of any levy or attachment or other court process or encumbrance on the part of any creditor of that person entitled to payments under this Agreement against any amounts payable to that person under this Agreement, then said right or benefit in the discretion of the Employer shall cease, and in such event, the Employer may hold or apply the same or any part thereof for the benefit of Mr. Weiss or, in the event of Mr. Weiss' death, his surviving spouse if any or if none, his estate, in such manner and in such proportion as the Employer may deem proper.

**5. Purpose of this Agreement.** This Agreement is established pursuant to Section 457(b) of the Code for the benefit of Mr. Weiss. The 457(b) Account is an "eligible deferred compensation plan" as that term is defined under Section 457(b) of the Code, and, accordingly, taxation of benefits provided to Mr. Weiss from the 457(b) Account under this Agreement is governed by Section 457(b) of the Code. Moreover, this Agreement is intended to be an unfunded plan benefiting only a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(3) and 401(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and is to be interpreted and operated accordingly.

**6. Participation in Other Plans.** This Agreement shall operate independently of and in addition to, any other deferred compensation, savings, retirement or similar plan maintained by the Employer, and nothing contained in this Agreement shall be construed to alter, abridge, or in any manner affect the right and privileges of Mr. Weiss to participate in, and be covered by any deferred compensation, savings or retirement plan, group insurance, bonus or similar plan maintained by the Employer.

7. **Employment Agreement.** This Agreement shall not be deemed to constitute a contract of employment between Mr. Weiss and the Employer.

8. **Unsecured Promise.** The Employer and Mr. Weiss acknowledge that this Agreement shall create only an unsecured promise by the Employer to Mr. Weiss to pay the benefits provided herein. The Employer's obligations under this Agreement are intended to be unfunded for tax purposes and for purposes of Title I of ERISA and shall not be secured in any manner. No asset of the Employer shall be placed in trust or in escrow or otherwise physically or legally segregated for the benefit of Mr. Weiss, his surviving spouse if any or if none, his estate. The eventual payment of the benefits described in this Agreement to Mr. Weiss, to his surviving spouse if any or if none, to his estate shall not be secured to him, his surviving spouse if any or if none, his estate by the issuance of any negotiable instrument or other evidence of indebtedness of the Employer. Neither Mr. Weiss, his surviving spouse nor his estate shall be deemed to have any property interest, legal or equitable, in any specific asset of the Employer, and, to the extent that any person (or his estate) acquires any right to receive payments under this Agreement, that right shall be no greater than, nor shall it have any preference or priority over, the rights of any unsecured general creditor. It is understood, however, that any assets accumulated under this Section 8 shall be held solely in the name of the Employer, shall be unrestricted and shall not secure in any way the Employer's unsecured promise to pay benefits under this Agreement.

9. **Claims Procedure.** Mr. Weiss, his surviving spouse, if any or if none, his estate may file, with the Chief Financial Officer of CHF of International, a written claim for benefits under the Agreement. Section 503 of ERISA and the regulations issued thereunder shall govern the filing of benefit claims, notification of benefit determinations and appeals of adverse benefit determinations (collectively referred to as "Claims Procedures") under this Agreement. In accordance with those Claims Procedures, the Employer shall provide adequate notice in writing to any claimant whose claim for benefits under this Agreement is denied, setting forth the specific reasons for the denial, written in a manner calculated to be understood by the claimant, and affording the claimant a reasonable opportunity for a full and fair review of the decision denying the claim.

**10. *Benefits and Burdens.*** This Agreement shall be binding upon and inure to the benefit of Mr. Weiss and his heirs and personal representatives, and the Employer, and any successor organization which shall succeed, through merger, consolidation, reorganization or otherwise, to substantially all of its assets and business.

**11. *Captions.*** The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

**12. *Severability.*** If any provision of this Agreement is held to be illegal or void, such illegality and invalidity shall not affect the remaining provisions of the Agreement, but shall be fully severable, and the Agreement shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

**13. *Applicable Law.*** This Agreement shall be construed under the laws of the State of Maryland to the extent not preempted by ERISA.

**14. *Taxes.*** Any payroll or other taxes that are payable as a result of the payment of the benefits under this Agreement, as determined by the Employer in its sole and absolute discretion, shall be deducted from the amounts otherwise payable hereunder to Mr. Weiss or to his surviving spouse if any or if none, to his estate.

**15. *Amendment and Termination.*** This Agreement may be amended or terminated at any time and in any respect by the written agreement between the Employer and Mr. Weiss.

**16. *No Acceleration or Further Deferral.*** The amounts payable under this Agreement shall be paid at the dates specified in this Agreement and those payment dates may not be accelerated nor deferred.

**17. *Action by the Board of Trustees.*** In the case of any matter or issue to be decided by the Board under this Agreement, the Board may delegate its responsibility to any of its committees for review and a recommendation as to the matter or issue in question. But, in all cases, the final determination of the matter or issue shall be made by the Board as a whole.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first above written.

ATTEST:

Marisabel Matuison-Bawzer

[Corporate Seal]

Marisabel Matuison-Bawzer

June 10, 2011

WITNESS:

Denise Lewis

DENISE LEWIS June 10, 2011

CHF INTERNATIONAL

By: John C. Lodge  
Chairman of the Board  
June 10, 2011

David A. Weiss

DAVID A. WEISS

June 10, 2011

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first above written.

ATTEST:

Marisabel Matison-Baizer

[Corporate Seal]

Marisabel Matison-Baizer

WITNESS:

June 10, 2011

Denise Lewis

DENISE LEWIS June 10, 2011

CHF INTERNATIONAL

By:

Paul E. Lindgren

Chairman of the Board

June 10, 2011

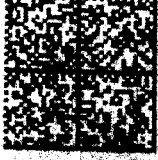
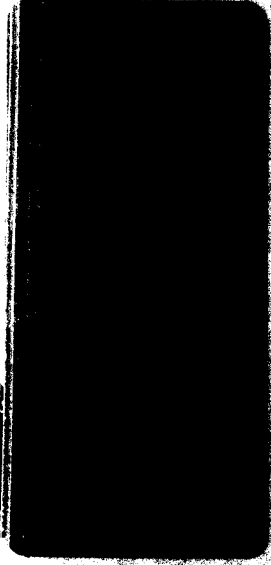
David A. Weiss

DAVID A. WEISS

June 10, 2011



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UNITED STATES POSTAGE  
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# First Class Mail

# First Class Mail

**CHF**  
International  
8601 Georgia Avenue  
Suite 800  
Silver Spring, MD 20910 USA

U.S. Department of Labor  
Employee Benefits Security  
Administration  
200 Constitution Avenue N.W.  
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