

<div>Form 5500</div> <div>Department of the Treasury Internal Revenue Service</div> <div>Department of Labor Employee Benefits Security Administration</div> <div>Pension Benefit Guaranty Corporation</div>	<div>Annual Return/Report of Employee Benefit Plan</div> <div>This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), and 6058(a) of the Internal Revenue Code (the Code).</div> <div>Complete all entries in accordance with the instructions to the Form 5500.</div>	<div>OMB Nos. 1210-0110 1210-0089</div> <div>2009</div> <div>This Form is Open to Public Inspection</div>
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Part I	Annual Report Identification Information
For calendar plan year 2009 or fiscal plan year beginning 02/01/2009 and ending 01/31/2010	
A	This return/report is for: <div><div>☐ a multiemployer plan;</div><div>☒ a single-employer plan;</div><div>☐ a multiple-employer plan; or</div><div>☐ a DFE (specify) _____</div></div>
B	This return/report is: <div><div>☐ the first return/report;</div><div>☐ the final return/report;</div><div>☐ an amended return/report;</div><div>☐ a short plan year return/report (less than 12 months).</div></div>
C	If the plan is a collectively-bargained plan, check here. ☐
D	Check box if filing under: <div><div>☒ Form 5558;</div><div>☐ automatic extension;</div><div>☐ the DFVC program;</div><div>☐ special extension (enter description)</div></div>

Part II	Basic Plan Information—enter all requested information
1a	Name of plan RETIREMENT PLAN FOR EMPLOYEES OF HARBISON-FISCHER MANUFACTURING CO. AND ITS AFFILIATES
1b	Three-digit plan number (PN) ▶ 001
1c	Effective date of plan 01/31/1961
2a	Plan sponsor's name and address (employer, if for a single-employer plan) (Address should include room or suite no.) HARBISON-FISCHER MANUFACTURING CO. 901 NORTH CROWLEY ROAD CROWLEY, TX 76036-3798
2b	Employer Identification Number (EIN) 75-0861442
2c	Sponsor's telephone number 817-297-2211
2d	Business code (see instructions) 332900

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	11/15/2010	MICHAEL BARBER
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	Filed with authorized/valid electronic signature.	11/15/2010	MICHAEL BARBER
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

3a Plan administrator's name and address (if same as plan sponsor, enter "Same") RETIREMENT COMMITTEE 901 NORTH CROWLEY CROWLEY, TX 76036-3798	3b Administrator's EIN 75-1508902 3c Administrator's telephone number 817-297-2211
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4 If the name and/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report: a Sponsor's name	4b EIN 4c PN
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5 Total number of participants at the beginning of the plan year	5	858
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6 Number of participants as of the end of the plan year (welfare plans complete only lines 6a , 6b , 6c , and 6d).		
a Active participants.....	6a	429
b Retired or separated participants receiving benefits.....	6b	169
c Other retired or separated participants entitled to future benefits.....	6c	173
d Subtotal. Add lines 6a , 6b , and 6c	6d	771
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.....	6e	88
f Total. Add lines 6d and 6e	6f	859
g Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item).....	6g	
h Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested.....	6h	26

7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	7	
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8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:
1A 1G

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

9a Plan funding arrangement (check all that apply) (1) ☐ Insurance (2) ☐ Code section 412(e)(3) insurance contracts (3) ☒ Trust (4) ☐ General assets of the sponsor	9b Plan benefit arrangement (check all that apply) (1) ☐ Insurance (2) ☐ Code section 412(e)(3) insurance contracts (3) ☒ Trust (4) ☐ General assets of the sponsor
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10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules (1) ☒ R (Retirement Plan Information) (2) ☐ MB (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary (3) ☒ SB (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary	b General Schedules (1) ☒ H (Financial Information) (2) ☐ I (Financial Information – Small Plan) (3) ☐ A (Insurance Information) (4) ☐ C (Service Provider Information) (5) ☒ D (DFE/Participating Plan Information) (6) ☐ G (Financial Transaction Schedules)
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SCHEDULE SB (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Single-Employer Defined Benefit Plan Actuarial Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code). ▶ File as an attachment to Form 5500 or 5500-SF.	OMB No. 1210-0110 2009 This Form is Open to Public Inspection
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For calendar plan year 2009 or fiscal plan year beginning 02/01/2009 and ending 01/31/2010

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan <u>RETIREMENT PLAN FOR EMPLOYEES OF HARBISON-FISCHER MANUFACTURING CO. AND ITS AFFILIATES</u>	B Three-digit plan number (PN) ▶ <u>001</u>
C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF <u>HARBISON-FISCHER MANUFACTURING CO.</u>	D Employer Identification Number (EIN) <u>75-0861442</u>
E Type of plan: ☒ Single ☐ Multiple-A ☐ Multiple-B	F Prior year plan size: ☐ 100 or fewer ☐ 101-500 ☒ More than 500

Part I	Basic Information
1 Enter the valuation date: Month <u>02</u> Day <u>01</u> Year <u>2009</u>	
2 Assets:	
a Market value	2a <u>49611695</u>
b Actuarial value	2b <u>49611695</u>
3 Funding target/participant count breakdown	
	(1) Number of participants (2) Funding Target
a For retired participants and beneficiaries receiving payment	3a <u>250</u> <u>22106252</u>
b For terminated vested participants	3b <u>158</u> <u>2690243</u>
c For active participants:	
(1) Non-vested benefits	3c(1) <u>1451548</u>
(2) Vested benefits	3c(2) <u>22161213</u>
(3) Total active	3c(3) <u>450</u> <u>23612761</u>
d Total	3d <u>858</u> <u>48409256</u>
4 If the plan is at-risk, check the box and complete items (a) and (b)	☐
a Funding target disregarding prescribed at-risk assumptions	4a
b Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been at-risk for fewer than five consecutive years and disregarding loading factor	4b
5 Effective interest rate	5 <u>6.63</u> %
6 Target normal cost	6 <u>2118390</u>

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE	<u>11/12/2010</u>
Signature of actuary <u>DELBERT ZAMORA</u>	Date <u>08-07322</u>
Type or print name of actuary <u>MILLIMAN, INC.</u>	Most recent enrollment number <u>214-863-5500</u>
Firm name <u>10000 N. CENTRAL EXPY. SUITE 1500</u> <u>DALLAS, TX 75231-4177</u>	Telephone number (including area code)
Address of the firm	

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions ☐

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500 or 5500-SF.

Schedule SB (Form 5500) 2009
v.092308.1

Part II Beginning of year carryover and prefunding balances		(a) Carryover balance	(b) Prefunding balance
7	Balance at beginning of prior year after applicable adjustments (Item 13 from prior year)	1188855	0
8	Portion used to offset prior year's funding requirement (Item 35 from prior year)	0	0
9	Amount remaining (Item 7 minus item 8).....	1188855	0
10	Interest on item 9 using prior year's actual return of <u>-24.23</u> %	-288060	
11	Prior year's excess contributions to be added to prefunding balance:		
a	Excess contributions (Item 38 from prior year)		2715117
b	Interest on (a) using prior year's effective rate of <u>6.06</u> %		164536
c	Total available at beginning of current plan year to add to prefunding balance		2879653
d	Portion of (c) to be added to prefunding balance.....		0
12	Reduction in balances due to elections or deemed elections.....	0	0
13	Balance at beginning of current year (item 9 + item 10 + item 11d – item 12).....	900795	0

Part III Funding percentages			
14	Funding target attainment percentage.....	14	100.62 %
15	Adjusted funding target attainment percentage.....	15	100.62 %
16	Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement.....	16	111.96 %
17	If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage.....	17	%

Part IV Contributions and liquidity shortfalls					
18 Contributions made to the plan for the plan year by employer(s) and employees:					
(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
10/06/2010	3000000				
Totals ►			18(b)	3000000	18(c) 0

19 Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:	
a Contributions allocated toward unpaid minimum required contribution from prior years.....	19a 0
b Contributions made to avoid restrictions adjusted to valuation date	19b 0
c Contributions allocated toward minimum required contribution for current year adjusted to valuation date.....	19c 2629868
20 Quarterly contributions and liquidity shortfalls:	
a Did the plan have a "funding shortfall" for the prior year?	☐ Yes ☒ No
b If 20a is "Yes," were required quarterly installments for the current year made in a timely manner?	☐ Yes ☐ No
c If 20a is "Yes," see instructions and complete the following table as applicable:	

Liquidity shortfall as of end of Quarter of this plan year			
(1) 1st	(2) 2nd	(3) 3rd	(4) 4th

Part V Assumptions used to determine funding target and target normal cost

21 Discount rate:				
a Segment rates:	1st segment: %	2nd segment: %	3rd segment: %	☒ N/A, full yield curve used
b Applicable month (enter code)				21b
22 Weighted average retirement age				22 65
23 Mortality table(s) (see instructions) ☐ Prescribed - combined ☒ Prescribed - separate ☐ Substitute				

Part VI Miscellaneous items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment.	☐ Yes ☒ No
25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment.	☐ Yes ☒ No
26 Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment.....	☒ Yes ☐ No
27 If the plan is eligible for (and is using) alternative funding rules, enter applicable code and see instructions regarding attachment.....	27

Part VII Reconciliation of unpaid minimum required contributions for prior years

28 Unpaid minimum required contribution for all prior years	28	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (item 19a).....	29	0
30 Remaining amount of unpaid minimum required contributions (item 28 minus item 29)	30	0

Part VIII Minimum required contribution for current year

31 Target normal cost, adjusted, if applicable (see instructions).....	31	1816746
32 Amortization installments:	Outstanding Balance	Installment
a Net shortfall amortization installment	0	0
b Waiver amortization installment	0	0
33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount	33	0
34 Total funding requirement before reflecting carryover/prefunding balances (item 31 + item 32a + item 32b – item 33).....	34	1816746
	Carryover balance	Prefunding balance
35 Balances used to offset funding requirement		0
36 Additional cash requirement (item 34 minus item 35).....	36	1816746
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (Item 19c).....	37	2629868
38 Interest-adjusted excess contributions for current year (see instructions).....	38	813122
39 Unpaid minimum required contribution for current year (excess, if any, of item 36 over item 37).....	39	0
40 Unpaid minimum required contribution for all years	40	0

<p style="text-align: center;">SCHEDULE D (Form 5500)</p> <p style="text-align: center; font-size: small;">Department of the Treasury Internal Revenue Service</p> <hr/> <p style="text-align: center; font-size: small;">Department of Labor Employee Benefits Security Administration</p>	<p style="text-align: center;">DFE/Participating Plan Information</p> <p style="text-align: center; font-size: small;">This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).</p> <p style="text-align: center; font-weight: bold;">▶ File as an attachment to Form 5500.</p>	<p style="text-align: center; font-size: small;">OMB No. 1210-0110</p> <hr/> <p style="text-align: center; font-size: large; font-weight: bold;">2009</p> <hr/> <p style="text-align: center; font-size: small; font-weight: bold;">This Form is Open to Public Inspection.</p>
<p>For calendar plan year 2009 or fiscal plan year beginning 02/01/2009 and ending 01/31/2010</p>		
<p>A Name of plan RETIREMENT PLAN FOR EMPLOYEES OF HARBISON-FISCHER MANUFACTURING CO. AND ITS AFFILIATES</p>		<p>B Three-digit plan number (PN) ▶ 001</p>
<p>C Plan or DFE sponsor's name as shown on line 2a of Form 5500 HARBISON-FISCHER MANUFACTURING CO.</p>		<p>D Employer Identification Number (EIN) 75-0861442</p>
<p>Part I Information on interests in MTIAs, CCTs, PSAs, and 103-12 IEs (to be completed by plans and DFEs) (Complete as many entries as needed to report all interests in DFEs)</p>		
<p>a Name of MTIA, CCT, PSA, or 103-12 IE: TOTAL RETURN BOND FUND G</p>		
<p>b Name of sponsor of entity listed in (a): WELLS FARGO BANK</p>		
<p>c EIN-PN 94-3222878-001</p>	<p>d Entity code C</p>	<p>e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 2297355</p>
<p>a Name of MTIA, CCT, PSA, or 103-12 IE: WELLS FARGO LG CAP VALUE IND FUND G</p>		
<p>b Name of sponsor of entity listed in (a): WELLS FARGO BANK</p>		
<p>c EIN-PN 52-2265227-001</p>	<p>d Entity code C</p>	<p>e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 167358</p>
<p>a Name of MTIA, CCT, PSA, or 103-12 IE: WELLS FARGO INT'L EQUITY FUND G</p>		
<p>b Name of sponsor of entity listed in (a): WELLS FARGO BANK</p>		
<p>c EIN-PN 52-2265229-001</p>	<p>d Entity code C</p>	<p>e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 140413</p>
<p>a Name of MTIA, CCT, PSA, or 103-12 IE: WELLS FARGO LARGE CAP VALUE FUND G</p>		
<p>b Name of sponsor of entity listed in (a): WELLS FARGO BANK</p>		
<p>c EIN-PN 52-2251391-001</p>	<p>d Entity code C</p>	<p>e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 169015</p>
<p>a Name of MTIA, CCT, PSA, or 103-12 IE: WF LARGE CAP GROWTH INDEX FUND G</p>		
<p>b Name of sponsor of entity listed in (a): WELLS FARGO BANK</p>		
<p>c EIN-PN 52-2265232-001</p>	<p>d Entity code C</p>	<p>e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 168040</p>
<p>a Name of MTIA, CCT, PSA, or 103-12 IE: WF RUSSELL 2000 INDEX FUND G</p>		
<p>b Name of sponsor of entity listed in (a): WELLS FARGO BANK</p>		
<p>c EIN-PN 52-2265233-001</p>	<p>d Entity code C</p>	<p>e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 142344</p>
<p>a Name of MTIA, CCT, PSA, or 103-12 IE: RUSSELL 1000 VALUE INDEX SEC LENDIN</p>		
<p>b Name of sponsor of entity listed in (a): STATE STREET</p>		
<p>c EIN-PN 04-0025081-001</p>	<p>d Entity code C</p>	<p>e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 4143417</p>

a Name of MTIA, CCT, PSA, or 103-12 IE: **WF CAPITAL GROWTH FUND G****b** Name of sponsor of entity listed in (a): **WELLS FARGO BANK****c** EIN-PN **26-0819928-001****d** Entity
code **C****e** Dollar value of interest in MTIA, CCT, PSA, or
103-12 IE at end of year (see instructions)**162542****a** Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
code**e** Dollar value of interest in MTIA, CCT, PSA, or
103-12 IE at end of year (see instructions)**a** Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
code**e** Dollar value of interest in MTIA, CCT, PSA, or
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code**e** Dollar value of interest in MTIA, CCT, PSA, or
103-12 IE at end of year (see instructions)

Part II Information on Participating Plans (to be completed by DFEs)

(Complete as many entries as needed to report all participating plans)

a Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
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plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN

SCHEDULE H (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Financial Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code). ► File as an attachment to Form 5500.	OMB No. 1210-0110
		2009
		This Form is Open to Public Inspection

For calendar plan year 2009 or fiscal plan year beginning <u>02/01/2009</u> and ending <u>01/31/2010</u>	
A Name of plan <u>RETIREMENT PLAN FOR EMPLOYEES OF HARBISON-FISCHER MANUFACTURING CO. AND ITS AFFILIATES</u>	B Three-digit plan number (PN) <u>001</u>
C Plan sponsor's name as shown on line 2a of Form 5500 <u>HARBISON-FISCHER MANUFACTURING CO.</u>	D Employer Identification Number (EIN) <u>75-0861442</u>

Part I	Asset and Liability Statement
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1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a	35635	93824
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	3000000	3000000
(2) Participant contributions	1b(2)		
(3) Other	1b(3)	21513	20859
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)	4939319	3059115
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)	398562	323482
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)	977419	1146876
(B) Common	1c(4)(B)	15547311	18892946
(5) Partnership/joint venture interests	1c(5)	3934880	4876488
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)	4634955	7390485
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	16242448	21545459
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
(15) Other	1c(15)		

1d Employer-related investments:

		(a) Beginning of Year	(b) End of Year
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	49732042	60349534

Liabilities

g Benefit claims payable	1g	0	
h Operating payables	1h	0	
i Acquisition indebtedness	1i	0	
j Other liabilities	1j	0	
k Total liabilities (add all amounts in lines 1g through 1j)	1k	0	0

Net Assets

l Net assets (subtract line 1k from line 1f)	1l	49732042	60349534
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Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income**a Contributions:**

		(a) Amount	(b) Total
(1) Received or receivable in cash from: (A) Employers	2a(1)(A)	3000000	
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines 2a(1)(A) , (B) , (C) , and line 2a(2)	2a(3)		3000000

b Earnings on investments:**(1) Interest:**

(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)	5290	
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)	21265	
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines 2b(1)(A) through (F)	2b(1)(G)		26555
(2) Dividends: (A) Preferred stock	2b(2)(A)	103306	
(B) Common stock	2b(2)(B)	534530	
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	26575	
(D) Total dividends. Add lines 2b(2)(A) , (B) , and (C)	2b(2)(D)		664411
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: (A) Aggregate proceeds	2b(4)(A)	22873183	
(B) Aggregate carrying amount (see instructions)	2b(4)(B)	22176227	
(C) Subtract line 2b(4)(B) from line 2b(4)(A) and enter result	2b(4)(C)		696956

		(a) Amount	(b) Total
2b (5) Unrealized appreciation (depreciation) of assets: (A) Real estate.....	2b(5)(A)		
(B) Other	2b(5)(B)	5078470	
(C) Total unrealized appreciation of assets. Add lines 2b(5)(A) and (B)	2b(5)(C)		5078470
(6) Net investment gain (loss) from common/collective trusts	2b(6)		1503145
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds).....	2b(10)		2698703
c Other income.....	2c		11267
d Total income. Add all income amounts in column (b) and enter total.....	2d		13679507

Expenses

e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	3056059	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines 2e(1) through (3)	2e(4)		3056059
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions).....	2g		
h Interest expense.....	2h		-135
i Administrative expenses: (1) Professional fees	2i(1)		
(2) Contract administrator fees	2i(2)		
(3) Investment advisory and management fees	2i(3)		
(4) Other	2i(4)	6091	
(5) Total administrative expenses. Add lines 2i(1) through (4)	2i(5)		6091
j Total expenses. Add all expense amounts in column (b) and enter total.....	2j		3062015

Net Income and Reconciliation

k Net income (loss). Subtract line 2j from line 2d	2k		10617492
l Transfers of assets:			
(1) To this plan.....	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) ☐ Unqualified (2) ☐ Qualified (3) ☒ Disclaimer (4) ☐ Adverse

b Did the accountant perform a limited scope audit pursuant to 29 CFR 2520.103-8 and/or 103-12(d)? ☒ Yes ☐ No

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: SPROLES WOODARD L.L.P.

(2) EIN: 75-0807999

d The opinion of an independent qualified public accountant is **not attached** because:

(1) ☐ This form is filed for a CCT, PSA, or MTIA. (2) ☐ It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

- 4** CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete 4j and 4l. MTIAs also do not complete 4l.

During the plan year:

	Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.).....		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.).....		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.).....		X	
e Was this plan covered by a fidelity bond?.....	X		1500000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.).....	X		
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked, and see instructions for format requirements.).....	X		
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?.....		X	
l Has the plan failed to provide any benefit when due under the plan?		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.).....		X	
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.			

- 5a** Has a resolution to terminate the plan been adopted during the plan year or any prior plan year?
If yes, enter the amount of any plan assets that reverted to the employer this year ☐ Yes ☒ No Amount:

- 5b** If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)

5b(2) EIN(s)

5b(3) PN(s)

5b(1) Name of plan(s)	5b(2) EIN(s)	5b(3) PN(s)

SCHEDULE R (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Retirement Plan Information This schedule is required to be filed under section 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code). ▶ File as an attachment to Form 5500.	OMB No. 1210-0110 2009 This Form is Open to Public Inspection.
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For calendar plan year 2009 or fiscal plan year beginning 02/01/2009 and ending 01/31/2010

A Name of plan <u>RETIREMENT PLAN FOR EMPLOYEES OF HARBISON-FISCHER MANUFACTURING CO. AND ITS AFFILIATES</u>	B Three-digit plan number (PN) ▶ <u>001</u>
C Plan sponsor's name as shown on line 2a of Form 5500 <u>HARBISON-FISCHER MANUFACTURING CO.</u>	D Employer Identification Number (EIN) <u>75-0861442</u>

Part I	Distributions
---------------	----------------------

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions.....	1	<u>0</u>
2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits): EIN(s): _____ Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.		
3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year.....	3	<u>0</u>

Part II	Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part)
----------------	--

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)?.....	☐ Yes	☐ No	☒ N/A
If the plan is a defined benefit plan, go to line 8.			
5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. Date: Month _____ Day _____ Year _____ If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.			
6 a Enter the minimum required contribution for this plan year	6a		
b Enter the amount contributed by the employer to the plan for this plan year	6b		
c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount).....	6c		
If you completed line 6c, skip lines 8 and 9.			
7 Will the minimum funding amount reported on line 6c be met by the funding deadline?	☐ Yes	☐ No	☐ N/A
8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change?.....	☐ Yes	☐ No	☒ N/A

Part III	Amendments
-----------------	-------------------

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box(es). If no, check the "No" box.....	☐ Increase	☐ Decrease	☐ Both	☒ No
--	-----------------------------------	-----------------------------------	-------------------------------	--

Part IV	ESOPs (see instructions). If this is not a plan described under Section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.
----------------	---

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan?.....	☐ Yes	☐ No
11 a Does the ESOP hold any preferred stock?	☐ Yes	☐ No
b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.)	☐ Yes	☐ No
12 Does the ESOP hold any stock that is not readily tradable on an established securities market?	☐ Yes	☐ No

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500.

Schedule R (Form 5500) 2009
v.092308.1

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

- 14** Enter the number of participants on whose behalf no contributions were made by an employer as an employer of the participant for:

a The current year	14a	
b The plan year immediately preceding the current plan year	14b	
c The second preceding plan year	14c	

- 15** Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	15a	
b The corresponding number for the second preceding plan year	15b	

- 16** Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	16a	
b If item 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	16b	

- 17** If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

- 18** If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

- 19** If the total number of participants is 1,000 or more, complete items (a) through (c)

a Enter the percentage of plan assets held as:
 Stock: _____% Investment-Grade Debt: _____% High-Yield Debt: _____% Real Estate: _____% Other: _____%

b Provide the average duration of the combined investment-grade and high-yield debt:
☐ 0-3 years ☐ 3-6 years ☐ 6-9 years ☐ 9-12 years ☐ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more

c What duration measure was used to calculate item 19(b)?
☐ Effective duration ☐ Macaulay duration ☐ Modified duration ☐ Other (specify): _____



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Certified Public Accountants

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Independent Auditor's Report

To the Participants and Retirement Committee of the
Retirement Plan for Employees of
Harbison-Fischer Manufacturing Co. and Its Affiliates

We were engaged to audit the financial statements of the Retirement Plan for Employees of Harbison-Fischer Manufacturing Co. and Its Affiliates (the "Plan") as of January 31, 2010 and 2009, and for the year ended January 31, 2010, and supplemental schedules as of and for the year ended January 31, 2010, as listed in the accompanying table of contents. These financial statements and schedules are the responsibility of the Plan's management.

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the plan administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in Note 4, which was certified by Wells Fargo Bank, N.A., the trustee of the Plan, except for comparing such information with the related information included in the financial statements and supplemental schedules. We have been informed by the plan administrator that the trustee holds the Plan's investment assets and executes investment transactions. The plan administrator has obtained a certification from the trustee as of and for the years ended January 31, 2010 and 2009, that the information provided to the plan administrator by the trustee is complete and accurate.

Because of the significance of the information that we did not audit, we are unable to, and do not, express an opinion on the accompanying financial statements and schedules taken as a whole. The form and content of the information included in the financial statements and schedules, other than that derived from the information certified by the trustee, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Fort Worth, Texas
November 15, 2010

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Co.
and Its Affiliates**

Financial Statements and Supplemental Schedules

**As of January 31, 2010 and 2009, and
For the Year Ended January 31, 2010**

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates
Table of Contents**

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*All other schedules required by the 29 CFR 2520.103-10 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 have been omitted, as they are not applicable.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates**
Statements of Net Assets Available for Benefits
As of January 31, 2010 and 2009

	2010	2009
Assets		
Investments, at quoted market value:		
Cash and equivalents	\$ 3,152,939	\$ 4,974,954
Corporate debt securities	323,482	398,562
Equity securities	20,039,822	16,524,731
Mutual funds	21,545,459	16,242,447
Common trusts	7,390,485	4,634,955
Investments, at estimated market value:		
Interests in limited partnerships	4,876,488	3,934,880
	<u>57,328,675</u>	<u>46,710,529</u>
Receivables:		
Accrued employer contributions	3,000,000	3,000,000
Accrued investment income	20,859	21,513
	<u>3,020,859</u>	<u>3,021,513</u>
Net Assets Available for Benefits	<u>\$ 60,349,534</u>	<u>\$ 49,732,042</u>

See accompanying notes to financial statements.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates
Statement of Changes in Net Assets Available for Benefits
For the Year Ended January 31, 2010**

Additions to net assets	
Employer contribution	\$ 3,000,000
Investment income	
Net appreciation of investments	9,977,034
Dividends	664,651
Interest	26,555
Other income	11,267
	<u>13,679,507</u>
Deductions to net assets	
Benefit payments	3,056,059
Administrative expenses	5,956
	<u>3,062,015</u>
Net Change In Net Assets Available For Benefits	10,617,492
Net assets available for benefits - beginning of year	<u>49,732,042</u>
Net Assets Available For Benefits - End Of Year	<u><u>\$ 60,349,534</u></u>

See accompanying notes to financial statements.

Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates

Notes to Financial Statements

1. Description of the Plan

The following description of the Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates (the "Plan") provides only general information. Participants should refer to the Plan agreement for a more complete description of the Plan's provisions.

General

The Plan is a non-contributory defined benefit plan established for the benefit of eligible employees of Harbison-Fischer, Inc. (the "Company"). The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA").

Eligibility

An employee is eligible to participate in the Plan following the completion of one year of service in which the employee works a minimum of 1,000 hours.

Contributions

The Company will make contributions to the Plan at its discretion, except that contributions will not be less than the minimum contribution required by any applicable sections of the Internal Revenue Code, including Section 412, and with any other applicable federal statute. Employer contributions made to the Plan are made and held for the sole purpose of providing benefits to participants and their beneficiaries.

Benefits

The normal retirement date is the first day of the month coinciding with or following the date on which the participants both attain age sixty-five and reach the fifth anniversary of the date on which they initially became participants in the Plan. The normal benefit form is comprised of a monthly pension benefit payable for the lifetime of the participant with payments guaranteed for a minimum of 10 years. In the event of the participant's death prior to the expiration of 10 years, the same monthly pension benefit will be continued to the participant's beneficiary for the remainder of the 10-year period. In general, monthly income for retirement on the normal retirement date is based on the following benefit formula:

Normal monthly retirement income is equal to 1.15% of average monthly compensation plus 0.65% of Excess Average Monthly Compensation (as defined by the Plan), each multiplied by the participants' years of service not to exceed 35 years.

Average monthly compensation is calculated based on compensation received during the five consecutive compensation periods of the participants' service to the Company which results in the highest average monthly compensation for the participants.

Participants are eligible for early retirement upon attaining age fifty-five and completion of at least twenty-five years of credited service or upon attaining age sixty-two and completion of ten years of credited service. Early retirement benefits are equal to the accrued deferred retirement income determined as of the early retirement date, reduced by a percentage based on the number of months the early retirement date precedes the normal retirement date.

Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates

Notes to Financial Statements

Pre-retirement death benefits are determined as the actuarial equivalent of the participants' accrued retirement income as of the date of death, provided it is greater than certain multiples of the participants' average monthly compensation and a multiple of the expected retirement benefit had such participants worked to the normal retirement date.

Monthly disability benefits are determined by computing a percentage (based upon the participants' number of years of credited service) of the participants' average monthly compensation over fifty percent of the actual monthly disability benefit which the participants are entitled to receive under the provisions of the Social Security Act.

Benefits due upon the termination of employment of vested participants are equal to the accrued deferred retirement income and are paid monthly beginning on the participants' normal retirement date.

While the Company has not expressed any intent to permanently discontinue its contributions, it is free to do so under the terms of the Plan at any time, subject to certain provisions of ERISA. If such discontinuance were to result in the termination of the Plan:

- a. The assets shall be allocated among the participants and beneficiaries based upon proportionate interests as determined on an actuarial basis and in the order of priority provided for in the Plan. Any excess assets would revert back to the Company.
- b. Under the provisions of ERISA, unfunded vested benefits becoming vested by virtue of termination of the Plan are payable, up to specified limitations, to participants by the Pension Benefit Guaranty Corporation.

Vesting

Participants become fully vested in all retirement benefits following the completion of five years of credited service to the Company, in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
0-1	0%
2	20%
3	40%
4	60%
5	80%
6 +	100%

Plan Termination

The Company has the right to discontinue the Plan at any time, subject to certain provisions of ERISA. The Retirement Committee has not expressed any intent to terminate the Plan.

Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates

Notes to Financial Statements

Should the Plan terminate at some future time, its net assets generally will not be available on a pro rata basis to provide participants' benefits. Whether a particular participant's accumulated Plan benefits will be paid depends on both the priority of those benefits and the level of benefits guaranteed by the Pension Benefit Guaranty Corporation (the "PBGC") at that time. Some benefits may be fully or partially provided for by the then existing assets and the PBGC guaranty while other benefits may not be provided for at all. Participants should see the Plan agreement and published PBGC tables for a more detailed explanation of the Plan's provisions and maximum monthly amounts guaranteed by PBGC.

Funding Policy

The Company's funding policy is to make yearly contributions to the Plan, as determined by the limits set by the Plan's actuary. No employee contributions are permitted. The Company's contributions for 2010 and 2009 comply with the minimum funding requirements of ERISA.

Plan Amendments

During the Plan year ended January 31, 2010, certain amendments were made to the Plan in order to comply with the provisions of Section 415 of the Internal Revenue Code, to reflect changes in the law under the Pension Protection Act of 2006, and to comply with the provisions of the Heroes Earnings Assistance and Relief Tax Act. The significant effects of these changes were to define the calculation of lump-sum and other benefit distributions over periods less than the natural life of the participant, adopt changes in the permissible activities of an underfunded Plan, and implement the required treatment for participants serving in the Armed Forces. These changes did not have a material effect on the financial statements during the year.

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements of the Plan are prepared on the accrual basis of accounting in accordance with accounting policies generally accepted in the United States of America.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

Contributions from the Company are accrued based on amounts required to be funded for each fiscal year of the Plan under provisions of ERISA or, if greater, amounts actually received or committed to be paid for the year. As of January 31, 2010, the Plan recorded a contribution receivable from the Company amounting to \$3,000,000 based on the funded status of the Plan.

Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates

Notes to Financial Statements

Investment Valuation and Income Recognition

Most of the investments held by the Plan are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on an accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation includes the Plan's gains and losses on investments bought and sold, as well as held during the year.

Actuarial Cost Method

The actuarial valuation of the Plan and calculation of contribution requirements are estimated using the unit credit cost method. During the Plan year, the Company elected to change its method for determining the Pension Protection Act ("PPA") effective interest rate. For the Plan year beginning February 1, 2008, the Plan used a PPA effective interest rate of 8.17%. For the Plan year beginning February 1, 2009, the Plan elected to use PPA segmented rates of 4.51%, 6.71%, and 6.80%, resulting in an effective interest rate of 6.63%.

Significant assumptions used to determine the actuarial present value of accumulated Plan benefits are presented with changes in the present value of accumulated Plan benefits at Note 5.

Expenses of the Plan

Plan administrative expenses are paid by the Plan; however, the Company may pay for such expenses at its discretion.

Income Tax Status

The Plan obtained its latest determination letter on August 11, 2004, in which the Internal Revenue Service declared that the Plan, as then designed, was in compliance with the applicable requirements of the Internal Revenue Code (the "Code"). The Plan has been amended since receiving the determination letter. However, the Company believes the Plan is designed and is being operated in compliance with the applicable requirements of the Code and, therefore, the related trust is exempt from federal income taxes under Section 501(a) of the Code.

Plan Administration

The Plan is administered by the Retirement Committee, which is appointed by the Board of Directors of the Company.

Party-in-Interest

Certain Plan assets are invested in investment funds sponsored by the trustee. These transactions qualify as party-in-interest transactions, which are exempt from the prohibited transaction rules.

Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation.

Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates

Notes to Financial Statements

3. Recent Accounting Standards and Disclosures

In 2009, the Financial Accounting Standards Board ("FASB") issued ASC No. 105, *The FASB Accounting Standards Codification and the Hierarchy of Generally Accepted Accounting Principles - a replacement of FASB Statement No. 162* (the "Codification"). This ASC establishes two levels of U.S. GAAP, authoritative and nonauthoritative. On July 1, 2009, the Codification became the single source of authoritative, nongovernmental U.S. GAAP. The Codification was effective for interim and annual reporting periods after September 15, 2009. The Plan has included references to authoritative accounting literature in accordance with the Codification. There are no other changes to the content of the Plan's financial statements or disclosures as a result of implementing the Codification.

In 2009, the FASB issued FASB Staff Position Statements of Financial Accounting Standards No. 157-4, *Disclosures Determining Fair Value When the Volume and Level of Activity for the Asset or Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly* (FSP FAS 157-4), later codified into Accounting Standards Codification ("ASC") No. 820, *Fair Value Measurements and Disclosures*, which expanded disclosures and required that major categories for debt and equity securities in the fair value hierarchy table be determined on the basis of the nature and risks of the investments. The adoption of FSP FAS 157-4 did not have a material impact on the Plan's financial statements.

FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes* (which was codified in FASB ASC 740), was issued in June 2006 and is effective for fiscal years beginning after December 15, 2006. However, subsequent to its issuance, FASB issued FSP FIN 48-2, *Effective Date of FASB Interpretation No. 48 for Certain Nonpublic Enterprises*, and FSP FIN 48-3, *Effective Date of FASB Interpretation No. 48 for Certain Nonpublic Enterprises* (which were also codified in FASB ASC 740), which defer the effective date of FASB Interpretation No. 48 for nonpublic enterprises, as defined in the FASB ASC glossary, and included in the FSP's scope, to the annual financial statements for fiscal years beginning after December 15, 2008. The Plan recognizes the financial statement effect of a tax position when it is more likely than not (i.e., greater than 50 percent likelihood of receiving benefit) based on the technical merits that its position will be sustained upon examination. The Plan has no tax positions that do not exceed the more likely than not threshold as of January 31, 2010. The Plan's Form 5500 filings for the years ended January 31, 2007, 2008, and 2009, remain subject to examination by the Internal Revenue Service.

In January 2010, the FASB issued Accounting Standards Update ("ASU") No. 2010-06, *Fair Value Measurements and Disclosures*, which required entities to make new disclosures about recurring and nonrecurring fair value measurements, including significant transfers in and out of Level 1 and 2 categories to provide information on purchases, sales, issuances, and settlements on a gross basis in the reconciliation of Level 3 measurements. ASU No. 2010-06 also clarifies existing fair value disclosures. ASU No. 2010-06 is effective for periods beginning after December 15, 2009, except for the requirement to provide Level 3 activity of purchases, sales, issuances, and settlements on a gross basis, which will be effective for fiscal years beginning after December 15, 2010. The adoption of ASU No. 2010-06 did not have a material impact on the Plan's financial statements.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates
Notes to Financial Statements**

4. Information Certified by the Trustee

The accompanying statements of net assets available for benefits and statement of changes in net assets available for benefits and certain notes to these financial statements were prepared in part or entirely from information certified by the custodian in accordance with 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. The information certified includes total investments of \$57,328,675 at January 31, 2010, and \$46,710,529 at January 31, 2009.

The following information was certified by the Plan's trustee:

	2010	2009
Investments at quoted fair market values:		
Cash and equivalents	\$ 3,152,939	\$ 4,974,954
Corporate debt securities	323,482	398,562
Equity securities	20,039,822	16,524,731
Mutual funds	21,545,459	16,242,447
Common trusts	7,390,485	4,634,955
	<u>52,452,187</u>	<u>42,775,649</u>
Investments at estimated market value:		
Interests in limited partnerships	4,876,488	3,934,880
	<u>4,876,488</u>	<u>3,934,880</u>
	<u>\$ 57,328,675</u>	<u>\$ 46,710,529</u>
Other information for the year ended January 31, 2010:		
Interest and dividend income	\$ 691,206	
Net appreciation of investments	9,977,034	
Other income	11,267	

Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates **Notes to Financial Statements**

Individual investments comprising 5% or more of net assets available for benefits as of January 31, 2010, are as follows:

Mutual Funds:

PIMCO Total Return Fund Institutional Shares	\$ 10,407,743
JPMorgan Chase Multi-Strategy Fund II LTD-Class A	5,020,839
LKCM Fixed Income Fund	3,642,070

Common Trusts:

Russell 1000 Value Index Securities Fund	4,143,417
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Investments in Partnerships:

Ashford Capital Partners LP	3,866,223
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Individual investments comprising 5% or more of net assets available for benefits as of January 31, 2009, are as follows:

Money Market:

Wells Fargo Advantage Government Money Market Fund	\$ 4,617,923
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Mutual Funds:

PIMCO Total Return Fund Institutional Shares	9,042,798
JPMorgan Chase Multi-Strategy Fund II LTD-Class A	4,501,369

Common Trusts:

Russell 1000 Value Index Securities Fund	3,310,868
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Investments in Partnerships:

Ashford Capital Partners LP	3,189,694
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During the year ended January 31, 2010, the net appreciation of the Plan's investments, including realized gains and losses, is as follows:

Investments at quoted market value:

Debt securities	\$ 4,908,898
Equity securities	(75,080)
Mutual funds	2,698,463
Common trusts	1,503,145
	<u>9,035,426</u>

Investments at estimated market value:

Interests in limited partnerships	941,608
	<u>\$ 9,977,034</u>

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates
Notes to Financial Statements**

5. Actuarial Present Value of Accumulated Plan Benefits

The present values of the accumulated Plan benefits at January 31 for the Plan years listed below, based on the actuarial valuations on these dates, are as follows:

	2010	2009
Vested benefits:		
Participants currently receiving benefits	\$ 24,899,606	\$ 24,844,640
Other participants	32,633,070	30,144,239
	<u>57,532,676</u>	<u>54,988,879</u>
Nonvested benefits	2,610,323	2,484,550
	<u>\$ 60,142,999</u>	<u>\$ 57,473,429</u>

Changes in the present value of accumulated Plan benefits for the years ended January 31, 2010 and 2009, are as follows:

	2010	2009
Actuarial present value of accumulated Plan benefits at the beginning of the year	\$ 57,473,429	\$ 55,425,705
Increase (decrease) during the year attributable to:		
Benefits accumulated	2,367,569	1,936,487
Assumed interest from the beginning of the Plan year	3,358,060	3,233,246
Benefits paid	<u>(3,056,059)</u>	<u>(3,122,009)</u>
Net increase	<u>2,669,570</u>	<u>2,047,724</u>
Actuarial present value of accumulated Plan benefits at the end of the year	<u>\$ 60,142,999</u>	<u>\$ 57,473,429</u>

The significant assumptions underlying the actuarial computations are as follows:

Assumed rate of return	6.0% per annum, compounded annually
Mortality basis	Males – RP-2000 Combined Healthy Mortality Table Females – RP-2000 Combined Healthy Mortality Table
Salary increases	5% per annum, compounded annually
Retirement	Age 65
Asset valuation	Current fair market value of assets

Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates

Notes to Financial Statements

Disability rates

1952 Society of Actuaries Intercompany Disability Study

6. Fair Value Measurements

The Plan adopted Fair Value Measurements, which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.
- Level 2 Inputs to the valuation methodology include:
- quoted prices for similar assets or liabilities in active markets;
 - quoted prices for identical or similar assets or liabilities in inactive markets;
 - inputs other than quoted prices that are observable for the asset or liability;
 - inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.
- Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value:

Mutual funds:

- Level 1 - Valued at the net asset value (NAV) of shares obtained from public exchanges.
- Level 2 - Prices are updated monthly using financial statements of funds.

Corporate debt:

- Level 2 - Evaluators gather information from market sources and integrate relative credit information, observed market movements, and sector news into the evaluated pricing applications and models.

Equity securities:

- Level 1 - Prices are obtained from public exchanges on a daily basis.

Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates

Notes to Financial Statements

- Level 2 - Investment grade preferred stocks are evaluated by calculating the appropriate spread over a comparable U.S. Treasury security for each issue. These spreads represent the amount of additional yield required to account for the risks inherent with preferred stocks, including credit, refunding, and liquidity. Evaluators obtain benchmark quotes on liquid issues, follow both the listed and new issue market, and focus on changing market conditions. Preferred stocks can be evaluated to a current yield, to an average life, or to a redemption date.

Common trusts:

- Level 1 - Valued at the net asset value (NAV) of shares obtained from public exchanges.
- Level 2 - Prices are updated monthly using financial statements of funds.

Investments in partnerships:

- Level 3 - Determined by various sources such as issuer, investment manager, fund accountant, client, etc., or default price, if a price is not provided.

These methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the Plan's assets at fair value as of January 31, 2010:

	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	\$ 3,152,939	\$ -	\$ -	\$ 3,152,939
Debt securities		323,482		323,482
Equity securities	18,945,559	1,094,263		20,039,822
Mutual funds	16,524,620	5,020,839		21,545,459
Common trusts	477,742	6,912,743		7,390,485
Interests in limited partnerships			4,876,488	4,876,488
	<u>\$ 39,100,860</u>	<u>\$ 13,351,327</u>	<u>\$ 4,876,488</u>	<u>\$ 57,328,675</u>

Retirement Plan for Employees of Harbison-Fischer Manufacturing Company and Its Affiliates

Notes to Financial Statements

The following table sets forth by level, within the fair value hierarchy, the Plan's assets at fair value as of January 31, 2009:

	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	\$ 4,974,954	\$ -	\$ -	\$ 4,974,954
Debt securities		398,562		398,562
Equity securities	15,547,312	977,419		16,524,731
Mutual funds	11,741,078	4,501,369		16,242,447
Common trusts	405,758	4,229,197		4,634,955
Interests in limited partnerships			3,934,880	3,934,880
	<u>\$ 32,669,102</u>	<u>\$ 10,106,547</u>	<u>\$ 3,934,880</u>	<u>\$ 46,710,529</u>

The following table shows a reconciliation of the beginning and ending balances for fair value measurements using significant unobservable inputs (Level 3) for the year ended January 31, 2010:

Balance at February 1, 2009	\$ 3,934,880
Total unrealized gains	941,608
Balance at January 31, 2010	<u>\$ 4,876,488</u>

These unrealized gains are included in the net appreciation of investments on the Statement of Changes in Net Assets Available for Benefits.

7. Party-in-Interest Transactions

Plan investments include securities purchased from a broker-dealer registered under the Securities Exchange Act of 1934, are listed on a national securities exchange, and are registered under Section 6 of the Securities Exchange Act of 1934; and, therefore, these transactions qualify as exempt party-in-interest transactions in accordance with ERISA 408.

8. Subsequent Events

The Plan has evaluated subsequent events through November 15, 2010, which is the date the financial statements were available to be issued.

Schedule SB, Line 26
Summary of All Active Participants
by Age and Service

Retirement Plan for Employees of
Harbison-Fischer Manufacturing Co. and Its Affiliates
EIN / PIN: 75-0861442 / 001

Number of Participants by Age and Service Groups

<u>Age</u>	<u>Years of Service</u>										<u>Total</u>
	<u><1</u>	<u>1-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30-34</u>	<u>35-39</u>	<u>40&Up</u>	
0-24	-	28	-	-	-	-	-	-	-	-	28
25-29	-	26	9	-	-	-	-	-	-	-	35
30-34	-	11	10	3	-	-	-	-	-	-	24
35-39	-	13	9	4	2	-	-	-	-	-	28
40-44	-	22	15	4	8	4	-	-	-	-	53
45-49	-	26	17	11	6	6	18	3	-	-	87
50-54	-	13	11	8	9	4	24	20	-	-	89
55-59	-	1	12	4	5	7	12	11	1	-	53
60-64	-	-	5	1	9	3	5	8	3	4	38
65-69	-	-	2	1	-	1	2	1	-	2	9
70&Up	-	-	-	1	1	1	1	-	1	1	6
Total	-	140	90	37	40	26	62	43	5	7	450

Average Compensation by Age and Service Groups

<u>Age</u>	<u>Years of Service</u>										<u>Average</u>
	<u><1</u>	<u>1-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30-34</u>	<u>35-39</u>	<u>40&Up</u>	
0-24	-	38,967	-	-	-	-	-	-	-	-	38,967
25-29	-	44,062	58,796	-	-	-	-	-	-	-	47,851
30-34	-	46,794	54,447	58,134	-	-	-	-	-	-	51,400
35-39	-	50,132	63,929	57,973	67,045	-	-	-	-	-	56,895
40-44	-	47,107	51,133	52,058	189,678	62,502	-	-	-	-	71,302
45-49	-	55,920	59,895	55,235	61,388	63,685	73,821	47,968	-	-	60,952
50-54	-	51,190	50,004	57,216	65,335	57,270	71,260	73,490	-	-	63,712
55-59	-	39,946	89,681	65,248	48,483	56,315	75,026	76,391	86,420	-	72,467
60-64	-	-	67,242	59,680	69,550	163,016	95,551	61,436	61,821	65,408	77,032
65-69	-	-	52,912	30,894	-	63,113	54,675	66,125	-	128,735	70,308
70&Up	-	-	-	34,117	56,667	27,924	33,476	-	38,471	2,093,960	380,769
Average	-	47,134	61,138	55,825	88,322	70,596	73,547	70,038	62,071	373,295	68,367

Schedule SB, Part V - Statement of Actuarial Assumptions / Methods

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Co. and Its Affiliates
EIN / PIN: 75-0861442 / 001**

The true cost of a pension plan will ultimately be determined by the excess of benefits actually paid and the expenses incurred in its administration over investment income earned on monies set aside for its funding. Thus, the ultimate cost of a plan cannot be known until the last payment has been made to its last participant. The actuarial cost method is the technique adopted by the actuary for establishing the amount and incidence of annual actuarial costs. The actuarial cost method determines the portion of the ultimate cost of a pension plan which should be allocated to each plan year (known as the normal cost). The cost method is thus a budgeting tool which helps to ensure that the pension plan will be adequately and systematically funded.

In accordance with the Pension Protection Act of 2006 (PPA), the actuarial cost method used in the valuation of this Plan is known as the ***unit credit cost method***. Under this cost method a projected retirement benefit at assumed retirement age is computed for each participant using one year's future pay increases. The Target Normal Cost for each participant is computed as the present value of the pro-rata portion of the participant's projected benefit which is accrued or earned during the plan year being valued. The Target Normal Cost for the plan is the total of the individually computed Target Normal Costs for all participants including the costs for any death or disability benefits under the plan.

The Funding Target at any point in time for an active participant is the present value of the benefit which has been accrued up to the valuation date. For persons receiving benefits or entitled to a deferred vested retirement income, the Funding Target is equal to the present value of their future benefit payments. The Funding Target for the plan is the total of the individually computed Funding Target amounts for all participants. The Funding Shortfall for the plan is the excess of the Funding Target over the assets less the carryover and prefunding balances. The shortfall amortization installment is the payment that will amortize the Shortfall Amortization Base in level annual installments over a seven year period.

The funding cost of the Plan is derived by making certain specific assumptions as to rates of interest, mortality, turnover, etc. which are assumed to hold for many years into the future. Since actual experience may differ somewhat from the assumptions, the costs determined by the valuation must be regarded as estimates of the true costs of the Plan.

For purposes of applying the actuarial cost method, plan assets are valued at using the market value.

Schedule SB, Part V - Statement of Actuarial Assumptions / Methods

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Co. and Its Affiliates
EIN / PIN: 75-0861442 / 001**

Funding Target Rates

Effective Interest Rate – 8.17%

- Full monthly corporate bond yield curve October 2008

Interest Rate – FAS 35

6.0% per annum, compounded annually

Earnings Progression

5.0% per annum, compounded annually

Future Social Security Wage Base Increases

3.5% per annum, compounded annually

Explicit Provision for Expenses

None assumed

Mortality Rates – PPA Liabilities

RP2000 Combined Mortality Table projected by Scale AA to year of valuation for Males and Females.

Mortality Rates – FAS 35

Healthy Lives:

RP-2000 Combined Healthy Mortality Table – Males and Females

Disabled Lives:

Males – RP-2000 Combined Healthy Mortality Table for Males-set-forward 10 years

Females – RP-2000 Combined Healthy Mortality Table for Females-set-forward 10 years

Disability Rates

Rates developed from the 1952 Society of Actuaries Intercompany Disability Study

Withdrawal Rates

Table T-6 from the Actuary's Pension Handbook.

Retirement Rates

Participants are assumed to retire at their Normal Retirement Age.

Marriage Rates

- a. Percentage married: Males – 100%
Females – 100%
- b. Age difference: Males are assumed to be three years older than their spouse.

Schedule SB, Part V – Summary of Plan Provisions

Retirement Plan for Employees of Harbison-Fischer Manufacturing Co. and Its Affiliates EIN / PIN: 75-0861442 / 001

1. Definitions

Accrued Benefit

The Accrued Benefit for each Participant is determined under the Fractional Rule and is equal to that amount which is in the same proportion to the Participant's Normal Retirement Benefit as the Participant's Years of Accrual Service completed as of the date of determination bear to the total Years of Accrual Service the Participant would complete if he were to continue to participate until his Normal Retirement Date.

Actuarial Equivalent

Actuarial Equivalent means a form of benefit differing in time, period and/or manner of payment from another form of benefit but having the same value when computed based upon the following interest and mortality assumptions:

Interest:	7% per annum, compounded annually
Mortality:	UP-1984 Mortality Table

Average Monthly Compensation

A Participant's Average Monthly Compensation, as of a given date, is determined by dividing the total Compensation he received during the 5 consecutive Compensation Periods for which his Compensation was highest by the number of months during such period for which he received Compensation. No fractional Compensation Periods resulting from a Participant's date of employment or date of termination will be taken into account.

Beneficiary

Beneficiary means the person, persons, trust or other entity who is designated to receive any amount payable upon the death of a Participant.

Code

The term Code means the Internal Revenue Code of 1986, as it may be amended from time to time and all regulations issued thereunder.

Compensation

Compensation means that compensation actually paid to the Participant which would be subject to tax for purposes of the Federal Insurance Contributions limitation under Section 3101(a) of the Code without regard to the dollar limitation under Section 3121(a)(1) of the Code but excluding commissions and expense allowances.

Compensation also includes any amounts contributed by the Employer or any Related Employer on behalf of any Employee which are not includible in the gross income of the Employee due to Code Section 125, 402(a)(8), 402(h) or 403(b).

In accordance with Internal Revenue Code Section 401(a)(17), annual Compensation in excess of the inflation-adjusted limit (\$245,000 for the Plan Year beginning February 1, 2009) is disregarded.

Compensation Period

The Compensation Period is the 12-month period which begins each January 1st and ends each December 31st.

Effective Date

The Effective date of the Plan is January 31, 1961.

The Plan was last amended effective July 1, 2007.

Eligible Employee Classification

An Eligible Employee Classification is a classification of Employees, the members of which are eligible to participate in the Plan. The Plan covers all employee classifications except Leased Employees and Employees who are classified as "Temporary" Employees in accordance with the Employment Status section of the Employee Manual for Harbison-Fischer Employees.

Employee

(a) In General

An Employee is any person who is employed by the Employer or a Participating Employer.

(b) Leased Employee

A Leased Employee is any person who, pursuant to an agreement between the Employer or any Related Employer ("Recipient Employer") and any other person ("leasing organization"), has performed services for the Recipient Employer on a substantially full-time basis for a period of at least one year and such services are of a type historically performed by employees in the business field of the Recipient Employer.

Employer

The Employer is Harbison-Fischer Manufacturing Co. A Participating Employer is any organization which has adopted this Plan and Trust in accordance with Section 8.07 of the Plan.

Employment Commencement Date

The date an Employee first performed an Hour of Service for the Employer is his Employment Commencement Date.

Entry Date

Entry Date means the date that the eligibility requirements are met.

Excess Average Monthly Compensation

A Participant's Excess Average Monthly Compensation is that portion, if any, of his Average Monthly Compensation which is in excess of his monthly Integration Level.

Expected Retirement Benefit

A Participant's Expected Retirement Benefit as of a given date is his monthly Normal Retirement Benefit determined on the basis that he continues to be an Active Participant until his Normal Retirement Date and assuming no future changes in his Compensation.

Fiscal Year

Fiscal Year means the taxable year of the Plan Sponsor. The Fiscal Year of the Plan Sponsor is the 12-month period beginning February 1 and ending January 31.

Highly Compensated Employee

A Highly Compensated Employee is any Employee who is considered highly compensated under Code Section 414(q) during the Plan Year.

Hour of Service

An Hour of Service means:

- (a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed;
- (b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this paragraph for any 12-month period. Hours under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations; and
- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under paragraphs (a) or (b), as the case may be, and under this paragraph (c). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Hours of Service for all Employees will be determined on the basis of actual hours for which an Employee is paid or is entitled to payment. Hours of Service will be credited for employment with any Related Employer or any Predecessor Employer. Hours of Service will be credited for any individual considered an employee under Code Section 414(n) or 414(o) and the regulations thereunder.

Solely for purposes of determining whether a One Year Break-in-Service has occurred, a Participant who is absent from work on an authorized Leave of Absence or by reason of the Participant's pregnancy, birth of the Participant's child, placement of a child with the Participant in connection with the adoption of such child, or for the purpose of caring for such child for a period immediately following such birth or placement, will receive credit for the Hours of Service which otherwise would have been credited to the Participant but for such absence. The Hours of Service credited under this paragraph will be credited in the Plan Year in which the absence begins if such crediting is necessary to prevent a One

Year Break-in-Service in such Plan Year; otherwise, such Hours of Service will be credited in the following Plan Year. The Hours of Service credited under this paragraph are those which would normally have been credited but for such absence; in any case in which the Plan Administrator is unable to determine such hours normally credited, 8 Hours of Service per day will be credited. No more than 501 Hours of Service will be credited under this paragraph for any 12-month period. The Date of Severance is the second anniversary of the date on which the absence begins. The period between the initial date of absence and the first anniversary of the initial date of absence is deemed to be a period of Service. The period between the first and second anniversaries of the initial date of absence is neither a period of service nor a period of severance.

Integration Level

A Participant's monthly Integration Level is equal to his monthly Average Social Security Wage Base. Average Social Security Wage Base means the average (without indexing) of the social security taxable wage bases in effect for each calendar year during the 35-year period ending with the calendar year in which the Participant attains (or will attain) social security retirement age (as defined in Code Section 415(b)). In determining a Participant's Average Social Security Wage Base, the taxable wage base for the current and any subsequent Plan Year will be assumed to be equal to the taxable wage base in effect as of the first day of the Plan Year for which the determination is being made.

In computing a Participant's annual Covered Compensation, such amount is rounded to the nearest whole multiple of \$600.

Limitation Year

The Limitation Year is the 12-month period beginning February 1 and ending January 31.

Monthly Social Security Benefit

Monthly Social Security Benefit means the amount of monthly benefits which an Employee would be entitled to receive as his "primary insurance amount" determined under the provisions of the Social Security Act as in effect on the January 1st coincident with or immediately preceding the earlier of (a) his date of retirement or termination or (b) his Normal Retirement Date. Such amount will be determined assuming (a) that he has made or will make appropriate application for such benefit, (b) that no event occurs to delay or forfeit any part of such benefit, (c) that if he dies or retires (except for Disability Retirement) before his Normal Retirement Date, remuneration (which would be treated as taxable wages for purposes of the Social Security Act) at the same rate as at the time of retirement or death, and (d) that if he retires under the Plan on account of Disability, his Monthly Social Security Benefit, as herein defined, will be the benefit payable if his Social Security disability insurance benefit were to be approved at the same time as his Disability Retirement Benefit. The term "primary insurance amount" has the meaning ascribed to it in the federal Social Security Act, as amended, and in effect on the affected Employee's date of retirement, death, severance, or Normal Retirement Date, as the case may be.

A Participant's Monthly Social Security Benefit is determined based upon estimated compensation histories in accordance with the following rules:

- (a) The pre-separation or pre-retirement compensation history is estimated by applying a salary scale, projected backwards, to the Employee's compensation (as defined in Section 3.03 of Revenue Ruling 71-446) at separation or retirement. The salary scale represents the actual change in the average wages from year to year as used by the

Social Security Administration to determine earnings index factors for Social Security Average Indexed Monthly Earnings.

- (b) The Plan provides clear written notice to each affected Employee of the Employee's right to supply actual salary history and of the financial consequences of failing to supply such history.
- (c) The Monthly Social Security Benefit for a Participant is recomputed based upon actual compensation history for years previously estimated before separation from service (and an assumed post-separation or post-retirement compensation in accordance with Section 11.01 of Revenue Ruling 71-446 when applicable) if the Participant supplies documentation of that history. Such documentation must be provided no later than 6 months following the later of the date of separation from service (by retirement or otherwise) or the time when the Participant is notified of the benefit to which he or she is entitled.

The Plan Administrator may adopt and apply appropriate and non-discriminatory rules and procedures in computing the above amounts.

Non-Highly Compensated Employee

All Employees who are not Highly Compensated Employees during the Plan Year are Non-Highly Compensated Employees.

Normal Retirement Age

A Participant's Normal Retirement Age is his attained age on the date which he satisfies the following requirement:

- (a) Attainment of age 65, and
- (b) Attainment of the fifth anniversary of the time the Participant commenced participation in the Plan.

Normal Retirement Date

A Participant's Normal Retirement Date is the first day of the month which coincides with or next follows the date on which the Participant attains Normal Retirement Age.

One Year Break-in-Service

One Year Break-in-Service occurs in any 365-day period following a Participant's Date of Termination in which an Employee does not complete at least one Hour of Service.

Participant

The term Participant means an Employee or former Employee who is eligible to participate in this Plan and who is or who may become eligible to receive a benefit of any type from this Plan or whose Beneficiary may be eligible to receive any such benefit.

- (a) Active Participant means a Participant who is currently an Employee.
- (b) Disabled Participant means a Participant who has terminated his employment with the Employer and who is entitled to a Disability Retirement Benefit under the Plan.
- (c) Retired Participant means a Participant who has terminated his employment with the Employer after meeting the requirements for a Normal, Early or Late Retirement Benefit and who is receiving such benefits.

- (d) Vested Terminated Participant means a Participant who has terminated his employment with the Employer and who has a non-forfeitable right to all or a portion of his or her Accrued Benefit and who has not received a distribution of the value of his or her Vested Accrued Benefit.
- (e) Former Participant means a Participant who has terminated his employment with the Employer and who currently has no non-forfeitable right to any portion of his or her Accrued Benefit.

Plan

The Plan is the Retirement Plan for Employee of Harbison-Fischer Manufacturing Co. and Its Affiliates. The Plan Identification Number is 001.

Plan Administrator

The Plan Administrator is the Retirement Committee.

Plan Sponsor

The Plan Sponsor is Harbison-Fischer Manufacturing Co.

Plan Year

The Plan Year is the 12-month period beginning February 1st and ending January 31st.

Predecessor Employer

The term Predecessor Employer means any prior employer to which the Employer is the successor, including any Predecessor Employer for which the Employer maintains the obligations of a Predecessor Plan established by such Predecessor Employer. Service with a Predecessor Employer will be included as Service with the Employer for all purposes under this Plan.

Related Employer

The terms Related Employer and Affiliated Employer are used interchangeably and mean any other corporation, association, company or entity on or after the Effective Date which is, along with the Employer, a member of a controlled group of corporations (as defined in Code Section 414(b)), a group of trades or businesses which are under common control (as defined in Code Section 414(c)), an affiliated service group (as defined in Code Section 414(m)), or any organization or arrangement required to be aggregated with the Employer by Treasury Regulations issued under Code Section 414(o).

Required Beginning Date

A Participant's Required Beginning Date for the commencement of benefit payments from the Plan is the April 1st immediately following:

- the later of 1989 or the calendar year in which he attains age 70½ if he attains age 70½ after December 31, 1987;
- the calendar year in which he attains age 70½ if he is or was a Five Percent Owner at any time during the Plan Year ending with or within the calendar year in which he attains age 66½ or any later Plan Year; or
- the later of the calendar year in which he attains age 70½ or the calendar year in which he retires for any other Participant.

Surviving Spouse

Surviving Spouse means a deceased Participant's spouse who was married to the Participant on the earlier of the Annuity Starting Date or the Participant's date of death. The Plan Administrator and the Trustee may rely conclusively on a Participant's written statement of his marital status. Neither the Plan Administrator nor the Trustee is required at any time to inquire into the validity of any marriage, the effectiveness of a common-law relationship or the claim of any alleged spouse which is inconsistent with the Participant's report of his marital status and the identity of his spouse.

Whenever the consent of the Participant's spouse is required, it will be valid if it is in writing, acknowledges the effect of the consent, and is witnessed by a notary public, the Plan Administrator or the duly appointed representative of the Plan Administrator. The consent will not be required if the Participant establishes to the satisfaction of the Plan Administrator that written consent cannot be obtained because there is no spouse, the spouse cannot be located, or other circumstances prescribed by Treasury Regulation Section 1.401(a)-20 Q&A 27. Any consent necessary under this provision will be invalid only with respect to the spouse who signs the consent.

Trustee

The Trustee is Wells Fargo Institutional Trust Group.

Vested Accrued Benefit

A Participant's Vested Accrued Benefit as of a given date is equal to the product of his Accrued Benefit multiplied by his Vested Percentage as of that same date.

A Participant's Vested Percentage as of a given date is determined in accordance with the Vesting Schedule. Notwithstanding the preceding, a Participant will be 100% vested upon the attainment of his Normal Retirement Age.

Vesting Schedule

A Participant's Vested Percentage will be 100% upon the completion of 5 Years of Vesting Service. Prior to the completion of 5 Years of Vesting Service, a Participant's Vested Percentage is zero.

Notwithstanding the foregoing, in any Plan Year in which the Plan is determined to be a Top-Heavy Plan, the following Vesting Schedule will apply in lieu of the Vesting Schedule provided for above:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 2 Years	0%
2 Years	20%
3 Years	40%
4 Years	60%
5 Years	80%
6 Years or more	100%

If in any subsequent Plan Year the Plan ceases to be a Top-Heavy Plan, the above vesting schedule will continue to apply unless the Plan Sponsor elects, in writing, to revert to the original vesting schedule.

Year of Service

For Eligibility Purposes

Years of Service for purposes of eligibility to participate in the Plan are referred to as Years of Eligibility Service and are determined using the Hours of Service Method.

A Year of Eligibility Service is credited for each Computation Period during which an Employee is credited with at least 1,000 Hours of Service. The initial Computation Period is the 12 consecutive month period beginning with the Employee's Employment Commencement Date. Thereafter, the Computation Period is the Plan Year beginning with the Plan Year in which the initial Computation Period ends.

All of an Employee's Years of Eligibility Service are taken into account in determining his eligibility to participate.

For Benefit Purposes

Years of Service for purposes of computing a Participant's Normal Retirement Benefit are referred to as Years of Benefit Service and are determined using the Elapsed Time Method.

All of a Participant's Years of Benefit Service are taken into account in determining his monthly benefit except:

- Service while the Employer declined participation in this Plan or any predecessor Plan;
- Service while the Employee was not in an Eligible Employee Classification;
- Service while the Employee was an employee of a Related Employer which is not an Employer or a Participating Employer under the Plan; and
- Service for which the Employee was not entitled to receive Compensation.

The following provisions apply when computing Years of Credited Service:

- Any complete calendar month that the Employee is absent from the service of the Employer is excluded from consideration unless the Employee receives regular Compensation for all or any portion of such calendar month and except as otherwise provided below.
- The first two years of any absence due to the Employer's engagement in military service will be considered if such absence is covered by a Leave of Absence granted by the Employer or is by reason of compulsory military service and provided that such employee returns from such absence within the period of time prescribed in Section 1.19 of the Plan.

For Vesting Purposes

Years of Service for purposes of computing a Participant's Vested Percentage are referred to as Years of Vesting Service and are determined using the Elapsed Time Method computed in years and completed days.

All of a Participant's Years of Vesting Service are taken into account in determining his Vested Percentage.

No more than 1 Year of Vesting Service is credited for an authorized leave of absence.

Loss of Service

If a Participant who is zero percent vested terminates employment and incurs at least five consecutive One Year Breaks-in-Service, he will lose all prior Eligibility Service, Vesting Service and Credited Service.

2. Participation

An Employee will become a participant in the Plan on the date of the completion of one Year of Eligibility Service.

3. Normal Retirement

Each Participant who becomes eligible for a Normal Retirement Benefit under the plan will be entitled to receive a monthly retirement pension benefit beginning at the Participant's Normal Retirement Date and payable in the Normal Benefit Form.

(a) Normal Retirement Benefit

(1) In General

A Participant's Normal Retirement Benefit is a monthly pension benefit commencing on his Normal Retirement Date payable in the Normal Benefit Form in an amount equal to:

1.15% of his Average Monthly Compensation plus 0.65% of his Excess Average Monthly Compensation, each multiplied by his Years of Benefit Service not to exceed 35 years.

(2) Minimum Retirement Benefits

(a) The Normal Retirement Benefit during any Plan Year for a Participant who was an Active Participant on February 1, 1985 and who earned Credited Service prior to February 1, 1984 will not be less than the greater of:

1.00% of his Average Monthly Compensation plus

0.50% of that portion, if any, of his Average Monthly Compensation which is in excess of \$400, each multiplied by his Years of Credited Service; or

3.00% of his Average Monthly Compensation which is multiplied by his Years of Credited Service not to exceed 15 years less

66 2/3% of his Monthly Social Security Benefit.

Solely for purposes of calculating the minimum Normal Retirement Benefit under this section (a):

- A Participant's Compensation for all Compensation Periods commencing after December 31, 1983 is assumed to be equal to his Compensation during the 1983 calendar year.
- Monthly Social Security Benefit means the amount of monthly benefits which an Employee would be entitled to receive as his "primary insurance amount" determined under the provisions of the Social Security Act as in effect on January 1, 1968.

(b) The Normal Retirement Benefit during any Plan Year for a Participant who was an Active Participant on February 1, 1989 will not be less than:

1.85% of his Average Monthly Compensation less

1.70% of his Monthly Social Security Benefit, each multiplied by his Years of Credited Service not to exceed 35 years.

Solely for purposes of calculating the minimum Normal Retirement Benefit under this section (b):

- A Participant's Compensation for all Compensation Periods commencing after December 31, 1989 is assumed to be equal to his Compensation during the 1989 calendar year.
- Monthly Social Security Benefit means the amount of monthly benefits which an Employee would be entitled to receive as his "primary insurance amount" determined under the provisions of the Social Security Act as in effect on January 1st coincident with or immediately preceding the earlier of (a) his date of retirement or termination, (b) his Normal Retirement Date, or (c) January 31, 1990.

(c) Solely for purposes of calculating the minimum Normal Retirement Benefit above, a Participant's Average Monthly Compensation, as of a given date, is equal to the total Compensation he received during the 60 consecutive months (out of the last 120 months of employment) for which his Compensation was highest divided by the number of months during such periods for which he received Compensation. If the 60 consecutive month period used to calculate a Participant's Average Monthly Compensation encompasses 6 calendar years, the Participant's Compensation for the earliest calendar year will be equal to the Participant's actual Compensation during that calendar year multiplied by a fraction, the numerator of which is the number of months during that calendar year which are used in this computation and the denominator of which is the total number of months during that calendar year for which the Participant was employed.

(b) Normal Benefit Form

Lifetime Pension, 10 Years Certain - Monthly pension benefit payable for the lifetime of the Participant with payments guaranteed for a minimum of 10 years. In the event of the Participant's death prior to the expiration of 10 years, the same monthly pension

benefit will be continued to the Participant's Beneficiary for the remainder of the 10-year period.

4. Early Retirement

(a) Early Retirement Date

A Participant's Early Retirement Date is the first day of the month so elected by the Participant which coincides with or next follows the date upon which the Participant satisfies the following requirements:

- (1) Attainment of age 55 and completion of 25 Years of Credited Service; or
- (2) Attainment of age 62 and completion of 10 Years of Credited Service.

(b) Early Retirement Benefit

A Participant's Early Retirement Benefit is equal to his Accrued Benefit determined as of his Early Retirement Date, reduced by 1/180 for each of the first 60 months and by 1/360 for each of the next 60 months that his Early Retirement Date precedes his Normal Retirement Date.

5. Late Retirement

If a Participant continues as an Employee or is re-employed after his Normal Retirement Date, payment of his benefit will be withheld until his Late Retirement Date, which is the earlier of the following:

- the date the Participant retires or resumes retirement; or
- the Participant's Required Beginning Date.

As of his Late Retirement date, a Participant will begin to receive his Late Retirement Benefit which will be equal to the greater of the following:

- the amount which can be provided by the Actuarial Equivalent of the single sum value of his Normal Retirement Benefit determined as of his Normal Retirement Date and accumulated with Actuarial Equivalent interest from his Normal Retirement Date to his Late Retirement Date, reduced (but not below zero) by the Actuarial Equivalent (interest only) of any earlier benefit payment; or
- the amount which is based on the Normal Retirement Benefit formula using his Years of Credited Service and Compensation through his Late Retirement Date, reduced (but not below zero) by the Actuarial Equivalent (interest only) of any earlier benefit payments.

If a Participant continues as an Employee or is re-employed after the end of the calendar year immediately preceding his required Beginning Date, his benefit will be payable as required by Section 3.08 (b) of the Plan. As of each later January 1st that the Participant continues to be employed, and upon his later termination of employment, the amount of his Late Retirement Benefit will be recomputed in accordance with the formula described above.

6. **Disability Retirement**

(a) Disability Retirement Date

An Active Participant will be eligible for a Disability Retirement Benefit under the Plan upon incurring a Total and Permanent Disability coincident with or following the Participant's completion of 2 years of Credited Service.

An eligible Participant's Disability Retirement Date is the first day of the month coincident with the next or following the later of:

- the date which is six months after the date upon which the Participant incurred a Total and Permanent Disability;
- the date on which application is made in writing by the Participant or his representative for payment of a Disability Retirement Benefit; or
- the date on which application is made in writing by the Participant or his representative for payment of a monthly disability benefit under the provisions of the Social Security Act.

However, if the Participant has filed a claim for a worker's compensation benefit and such claim is being adjudicated, Participant's Disability Retirement Date will not be earlier than the first day of the month coincident with or next following date on which such claim is finally settled. If a Participant's Disability Retirement Date is deferred pursuant to this provision beyond the date which would otherwise be applicable, the Participant will, upon final settlement of the worker's compensation claim, be entitled to a lump sum payment representing the Actuarial Equivalent of any monthly benefits which would have been paid without regard to this provision.

(b) Disability Retirement Benefit

A Participant's Disability Retirement Benefit is equal to a monthly retirement benefit commencing on his Disability Retirement Date and payable under the Normal Benefit Form until the Participant's Normal Retirement Date in an amount equal to the excess, if any, of (1) over (2) below:

- (1) an amount equal to a percentage of the Participant's Average Monthly Compensation determined as of his Disability Retirement Date, based upon the Participant's number of Years of Credited Service as of his Disability Retirement Date, determined according to the following schedule:

<u>Years of Credited Service</u>	<u>Percentage</u>
Less than 2	0%
At least 2 but less than 10	30%
At least 10 but less than 20	40%
At least 20 but less than 30	50%
30 or more	60%

- (2) an amount equal to 50% of the Participants actual monthly disability benefit, if any, which he (and not his spouse or other dependents) is entitled to receive under the provisions of the Social Security Act as in effect on the January 1st immediately preceding his Disability Retirement Date plus 100% of any monthly benefits payable under a worker's compensation program.

If the Participant receives a lump sum settlement of his worker's compensation benefits, the Disability Retirement Benefit for such Participant will be calculated using the formula above assuming that the Participant is receiving a monthly benefit under the worker's compensation program equal to the maximum monthly benefit to which the Participant would otherwise be entitled to payable for a period equal to the lump sum worker's compensation settlement divided by the maximum monthly benefit to which the Participant would otherwise be entitled.

Upon the attainment of the Normal Retirement Date, a Disabled Participant's monthly benefit will cease and the Participant's benefit will be recomputed assuming that the Participant had continued in active service from his Disability Retirement Date to his Normal Retirement Date but using his Average Monthly Compensation and Integration Level as of his Disability Retirement Date. Such Participant will thereafter be considered a Retired Participant. In no event will the monthly benefit computed under this provision be less than the monthly benefit which he is currently receiving.

(c) Total and Permanent Disability

A Participant will be considered permanently disabled if he becomes eligible for disability benefits under the Social Security Program and, in the opinion of the Plan Administrator,

- (1) he is unable to engage in any occupation for wage or profit;
- (2) such disability is likely to be both continuous and permanent;
- (3) such disability occurs on or after the Effective Date of the Plan but prior to the Participant's Normal Retirement Date; and
- (4) such disability is not, in the opinion of the Plan Administrator, the result of:
 - injury or disease sustained by the Participant resulting from the excessive and habitual use by the Participant of drugs, intoxicants or narcotics;
 - injury or disease sustained by the Participant while willfully and illegally participating in fights, riots, civil insurrections or while committing a felony;
 - injury or disease sustained by the Participant while serving in the armed forces;
 - injury or disease sustained by the Participant subsequent to the date his employment terminated;
 - injury or disease sustained by the Participant while working for any employer other than the Employer and arising out of such employment; or
 - injury or disease sustained by the Participant as a result of an act of war, whether or not such act arises from a formally declared state of war.

7. Optional Benefit Forms

Optional Benefit Forms are available and equal to the Actuarial Equivalent of the Normal Benefit Form and may be in an amount more than or less than that provided by the Normal

Benefit Form depending on the option selected. Such distribution may be in one or more of the following forms:

- Lifetime Pension - monthly pension benefit payable for the lifetime of the Participant with payments terminating upon the death of the Participant.
- Joint & 50% Contingent Survivor Pension - monthly pension benefit payable during the joint lifetime of the Participant and the Participant's Spouse or designated beneficiaries; reduces to 50% of the original amount upon the death of the Participant.
- Joint & 2/3 Survivor Pension - monthly pension benefit payable during the joint lifetime of the Participant and the Joint Annuitant; reduces to 2/3 of the original amount upon the first death.
- Joint & 75% Contingent Survivor Pension - monthly pension benefit payable during the joint lifetime of the Participant and the Participant's Spouse; reduces to 75% of the original amount upon the death of the Participant.

8. Pre-Retirement Death Benefit

A Participant's Surviving Spouse or surviving children will be entitled to receive a death benefit if the Participant dies prior to the commencement of a monthly pension benefit.

(a) Active Participants

In the event of the death of a Participant who has a Surviving Spouse or surviving children, such Participant's Surviving Spouse or surviving children will receive a monthly survivor benefit in the form and amount described below:

(1) Amount of Benefit

The amount of the monthly benefit will be equal to the amount which can be provided, on an Actuarial Equivalent basis, by the greater of (a) or (b) below.

(a) an amount equal to the single sum Actuarial Equivalent of the Participant accrued Benefit as of his date of death; or

(b) the lesser of (1) or (2) below:

(1) the Participant's Average Monthly Compensation multiplied by 30.

(2) the Participant's Expected Retirement Benefit multiplied by 100.

(2) Form of Benefit

The monthly survivor benefit will commence on the first day of the month coincident with the next or following the Participant's date of death. The monthly survivor benefit will be payable to the Surviving Spouse for the duration of the Surviving Spouse's lifetime. Upon the death of the Surviving Spouse, (or if there is no Surviving Spouse), the monthly survivor benefit will be payable as follows:

(a) If the Participant had not attained age 55 and completed at least 25 Years of Credited Service prior to his death, the monthly survivor benefit will be

continued to the Participant's surviving children who have not attained age 24 (with each monthly payment divided equally among all children who are eligible to receive such payment.)

- (b) If the Participant had both attained age 35 and completed at least 25 Years of Credited Service prior to his death the monthly Survivor benefit will be continued to the Participant's surviving children (with each monthly payment divided equally among such children) until a total of 120 monthly payments have been made. Thereafter, the monthly survivor benefit will be continued to the Participant's surviving children who have not attained age 24 (with each monthly payment divided equally among all children who are eligible to receive such payment).

(b) Vested Terminated Participants

In the event of the death of a Vested Terminated Participant who has a Surviving Spouse, the Participant's Surviving Spouse will receive a monthly survivor benefit in the form and amount described below.

(1) Amount of Benefit

The amount of benefit will be 50% of the amount of the monthly benefit which the Participant would have received had the Participant began receiving a Joint and 50% Contingent Survivor Pension commencing on the benefit commencement date described below.

(2) Form of Benefit

The monthly survivor benefit will be payable to the Surviving Spouse for the duration of the Surviving Spouse's lifetime and will commence on the later of:

- (a) the earlier of the Participant's Early Retirement Date or Normal Retirement Date; or
- (b) the first day of the month coincident with the next following the Participant's date of death.

(c) Disabled Participants

In the event of the death of a Disabled Participant who has a Surviving Spouse or surviving children, the Participant's Surviving Spouse or surviving children will receive a monthly survivor benefit payable to the Surviving Spouse or surviving children had the Participant continued in active employment from the date he terminated service due to the occurrence of his Permanent Disability until his date of death based upon his Average Monthly Compensation and Integration Level as of the date he terminated service due to the occurrence of his Permanent Disability. However, if the Participant had both attained age 55 and completed at least 25 years of Credited Service prior to his date of death, the number of guaranteed payments made to the Participant's Beneficiary will be reduced by the number of monthly Disability Retirement Benefit payments which the Participant received prior to his death.

9. Termination Benefit

In the event of the termination of a Participant's employment for any reason other than death, disability or retirement, the Participant will become entitled to receive a monthly pension benefit commencing on his Normal Retirement Date equal to his Vested Accrued Benefit.

**SCHEDULE SB
(Form 5500)**Department of the Treasury
Internal Revenue ServiceDepartment of Labor
Employee Benefits Security Administration
Pension Benefit Guaranty Corporation**Single-Employer Defined Benefit Plan
Actuarial Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

2009**This Form is Open to Public
Inspection**

For calendar plan year 2009 or fiscal plan year beginning 02/01/2009 and ending 01/31/2010

▶ **Round off amounts to nearest dollar.**▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

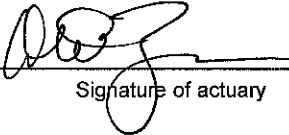
A Name of plan Retirement Plan for Employees of Harbison-Fischer Manufacturing Co.		B Three-digit plan number (PN) ▶ 001
C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF Harbison-Fischer Manufacturing Co.		D Employer Identification Number (EIN) 75-0861442
E Type of plan: ☒ Single ☐ Multiple-A ☐ Multiple-B		F Prior year plan size: ☐ 100 or fewer ☐ 101-500 ☒ More than 500

Part I Basic Information

1 Enter the valuation date: Month <u>2</u> Day <u>1</u> Year <u>2009</u>			
2 Assets:			
a Market value.....	2a	49,611,695	
b Actuarial value.....	2b	49,611,695	
3 Funding target/participant count breakdown		(1) Number of participants	(2) Funding Target
a For retired participants and beneficiaries receiving payment.....	3a	250	22,106,252
b For terminated vested participants.....	3b	158	2,690,243
c For active participants:			
(1) Non-vested benefits.....	3c(1)		1,451,548
(2) Vested benefits.....	3c(2)		22,161,213
(3) Total active.....	3c(3)	450	23,612,761
d Total.....	3d	858	48,409,256
4 If the plan is at-risk, check the box and complete items (a) and (b) ☐			
a Funding target disregarding prescribed at-risk assumptions.....	4a		
b Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been at-risk for fewer than five consecutive years and disregarding loading factor.....	4b		
5 Effective interest rate.....	5	6.63 %	
6 Target normal cost.....	6	2,118,390	

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE		11/12/2010
	Signature of actuary	Date
Delbert Zamora		08-07322
Type or print name of actuary		Most recent enrollment number
Milliman, Inc.		(214) 863-5500
Firm name		Telephone number (including area code)
10000 N. Central Expy. Suite 1500		
Dallas TX 75231-4177		
Address of the firm		

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions ☐

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500 or 5500-SF.

Schedule SB (Form 5500) 2009
v.092308.1

Part II Beginning of year carryover and prefunding balances

	(a) Carryover balance	(b) Prefunding balance
7 Balance at beginning of prior year after applicable adjustments (Item 13 from prior year)	1,188,855	0
8 Portion used to offset prior year's funding requirement (Item 35 from prior year)	0	0
9 Amount remaining (Item 7 minus item 8).....	1,188,855	0
10 Interest on item 9 using prior year's actual return of <u>(24.23)%</u>	(288,060)	
11 Prior year's excess contributions to be added to prefunding balance:		
a Excess contributions (Item 38 from prior year)		2,715,117
b Interest on (a) using prior year's effective rate of <u>6.06 %</u>		164,536
c Total available at beginning of current plan year to add to prefunding balance		2,879,653
d Portion of (c) to be added to prefunding balance.....		0
12 Reduction in balances due to elections or deemed elections.....	0	0
13 Balance at beginning of current year (item 9 + item 10 + item 11d - item 12)	900,795	0

Part III Funding percentages

14 Funding target attainment percentage.....	14	100.62 %
15 Adjusted funding target attainment percentage	15	100.62 %
16 Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement.....	16	111.96 %
17 If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage.....	17	%

Part IV Contributions and liquidity shortfalls**18** Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
10/06/2010	3,000,000				
Totals ►			18(b)	3,000,000	18(c) 0

19 Discounted employer contributions - see instructions for small plan with a valuation date after the beginning of the year:

a Contributions allocated toward unpaid minimum required contribution from prior years.	19a	0
b Contributions made to avoid restrictions adjusted to valuation date	19b	0
c Contributions allocated toward minimum required contribution for current year adjusted to valuation date.....	19c	2,629,868

20 Quarterly contributions and liquidity shortfalls:

- a** Did the plan have a "funding shortfall" for the prior year? ☐ Yes ☒ No
- b** If 20a is "Yes," were required quarterly installments for the current year made in a timely manner? ☐ Yes ☐ No
- c** If 20a is "Yes," see instructions and complete the following table as applicable:

Liquidity shortfall as of end of Quarter of this plan year

(1) 1st	(2) 2nd	(3) 3rd	(4) 4th

Part V Assumptions used to determine funding target and target normal cost

21 Discount rate:				
a Segment rates:	1st segment: %	2nd segment: %	3rd segment: %	☒ N/A, full yield curve used
b Applicable month (enter code)				21b
22 Weighted average retirement age				22 65
23 Mortality table(s) (see instructions)	☐ Prescribed - combined	☒ Prescribed - separate	☐ Substitute	

Part VI Miscellaneous items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment	☐ Yes ☒ No
25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment	☐ Yes ☒ No
26 Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment	☒ Yes ☐ No
27 If the plan is eligible for (and is using) alternative funding rules, enter applicable code and see instructions regarding attachment	27

Part VII Reconciliation of unpaid minimum required contributions for prior years

28 Unpaid minimum required contribution for all prior years	28	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (item 19a)	29	0
30 Remaining amount of unpaid minimum required contributions (item 28 minus item 29)	30	0

Part VIII Minimum required contribution for current year

31 Target normal cost, adjusted, if applicable (see instructions)	31	1,816,746
32 Amortization installments:	Outstanding Balance	Installment
a Net shortfall amortization installment	0	0
b Waiver amortization installment	0	0
33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount	33	0
34 Total funding requirement before reflecting carryover/prefunding balances (item 31 + item 32a + item 32b - item 33)	34	1,816,746
	Carryover balance	Prefunding balance
35 Balances used to offset funding requirement		0
36 Additional cash requirement (item 34 minus item 35)	36	1,816,746
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (Item 19c)	37	2,629,868
38 Interest-adjusted excess contributions for current year (see instructions)	38	813,122
39 Unpaid minimum required contribution for current year (excess, if any, of item 36 over item 37)	39	0
40 Unpaid minimum required contribution for all years	40	0

VALIDATION ERROR LISTING

Page: 1

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11/12/2010

Plan Name: Retirement Plan for Employees of Harbison-Fischer Manufacturing Co. (PN 001)

11:55:26 am

EIN: 75-0861442

<u>Form</u>	<u>Rpt Pg#</u>	<u>Rec#</u>	<u>Fld#</u>	<u>On/Near Line#</u>	<u>Message</u>
2009 5500 Sch. SB			43	6	Warning - (DOL I-158SB) A copy of the signed Schedule SB must be attached in PDF format when a Schedule SB is provided.

< 1 > validation errors/warnings were reported!

Schedule SB, Part V - Statement of Actuarial Assumptions / Methods

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Co. and Its Affiliates
EIN / PIN: 75-0861442 / 001**

The true cost of a pension plan will ultimately be determined by the excess of benefits actually paid and the expenses incurred in its administration over investment income earned on monies set aside for its funding. Thus, the ultimate cost of a plan cannot be known until the last payment has been made to its last participant. The actuarial cost method is the technique adopted by the actuary for establishing the amount and incidence of annual actuarial costs. The actuarial cost method determines the portion of the ultimate cost of a pension plan which should be allocated to each plan year (known as the normal cost). The cost method is thus a budgeting tool which helps to ensure that the pension plan will be adequately and systematically funded.

In accordance with the Pension Protection Act of 2006 (PPA), the actuarial cost method used in the valuation of this Plan is known as the ***unit credit cost method***. Under this cost method a projected retirement benefit at assumed retirement age is computed for each participant using one year's future pay increases. The Target Normal Cost for each participant is computed as the present value of the pro-rata portion of the participant's projected benefit which is accrued or earned during the plan year being valued. The Target Normal Cost for the plan is the total of the individually computed Target Normal Costs for all participants including the costs for any death or disability benefits under the plan.

The Funding Target at any point in time for an active participant is the present value of the benefit which has been accrued up to the valuation date. For persons receiving benefits or entitled to a deferred vested retirement income, the Funding Target is equal to the present value of their future benefit payments. The Funding Target for the plan is the total of the individually computed Funding Target amounts for all participants. The Funding Shortfall for the plan is the excess of the Funding Target over the assets less the carryover and prefunding balances. The shortfall amortization installment is the payment that will amortize the Shortfall Amortization Base in level annual installments over a seven year period.

The funding cost of the Plan is derived by making certain specific assumptions as to rates of interest, mortality, turnover, etc. which are assumed to hold for many years into the future. Since actual experience may differ somewhat from the assumptions, the costs determined by the valuation must be regarded as estimates of the true costs of the Plan.

For purposes of applying the actuarial cost method, plan assets are valued at using the market value.

Schedule SB, Part V - Statement of Actuarial Assumptions / Methods

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Co. and Its Affiliates
EIN / PIN: 75-0861442 / 001**

Funding Target Rates

Effective Interest Rate – 8.17%

- Full monthly corporate bond yield curve October 2008

Interest Rate – FAS 35

6.0% per annum, compounded annually

Earnings Progression

5.0% per annum, compounded annually

Future Social Security Wage Base Increases

3.5% per annum, compounded annually

Explicit Provision for Expenses

None assumed

Mortality Rates – PPA Liabilities

RP2000 Combined Mortality Table projected by Scale AA to year of valuation for Males and Females.

Mortality Rates – FAS 35

Healthy Lives:

RP-2000 Combined Healthy Mortality Table – Males and Females

Disabled Lives:

Males – RP-2000 Combined Healthy Mortality Table for Males-set-forward 10 years

Females – RP-2000 Combined Healthy Mortality Table for Females-set-forward 10 years

Disability Rates

Rates developed from the 1952 Society of Actuaries Intercompany Disability Study

Withdrawal Rates

Table T-6 from the Actuary's Pension Handbook.

Retirement Rates

Participants are assumed to retire at their Normal Retirement Age.

Marriage Rates

- a. Percentage married: Males – 100%
Females – 100%
- b. Age difference: Males are assumed to be three years older than their spouse.

Schedule SB, Part V – Summary of Plan Provisions

Retirement Plan for Employees of Harbison-Fischer Manufacturing Co. and Its Affiliates EIN / PIN: 75-0861442 / 001

1. Definitions

Accrued Benefit

The Accrued Benefit for each Participant is determined under the Fractional Rule and is equal to that amount which is in the same proportion to the Participant's Normal Retirement Benefit as the Participant's Years of Accrual Service completed as of the date of determination bear to the total Years of Accrual Service the Participant would complete if he were to continue to participate until his Normal Retirement Date.

Actuarial Equivalent

Actuarial Equivalent means a form of benefit differing in time, period and/or manner of payment from another form of benefit but having the same value when computed based upon the following interest and mortality assumptions:

Interest:	7% per annum, compounded annually
Mortality:	UP-1984 Mortality Table

Average Monthly Compensation

A Participant's Average Monthly Compensation, as of a given date, is determined by dividing the total Compensation he received during the 5 consecutive Compensation Periods for which his Compensation was highest by the number of months during such period for which he received Compensation. No fractional Compensation Periods resulting from a Participant's date of employment or date of termination will be taken into account.

Beneficiary

Beneficiary means the person, persons, trust or other entity who is designated to receive any amount payable upon the death of a Participant.

Code

The term Code means the Internal Revenue Code of 1986, as it may be amended from time to time and all regulations issued thereunder.

Compensation

Compensation means that compensation actually paid to the Participant which would be subject to tax for purposes of the Federal Insurance Contributions limitation under Section 3101(a) of the Code without regard to the dollar limitation under Section 3121(a)(1) of the Code but excluding commissions and expense allowances.

Compensation also includes any amounts contributed by the Employer or any Related Employer on behalf of any Employee which are not includible in the gross income of the Employee due to Code Section 125, 402(a)(8), 402(h) or 403(b).

In accordance with Internal Revenue Code Section 401(a)(17), annual Compensation in excess of the inflation-adjusted limit (\$245,000 for the Plan Year beginning February 1, 2009) is disregarded.

Compensation Period

The Compensation Period is the 12-month period which begins each January 1st and ends each December 31st.

Effective Date

The Effective date of the Plan is January 31, 1961.

The Plan was last amended effective July 1, 2007.

Eligible Employee Classification

An Eligible Employee Classification is a classification of Employees, the members of which are eligible to participate in the Plan. The Plan covers all employee classifications except Leased Employees and Employees who are classified as "Temporary" Employees in accordance with the Employment Status section of the Employee Manual for Harbison-Fischer Employees.

Employee

(a) In General

An Employee is any person who is employed by the Employer or a Participating Employer.

(b) Leased Employee

A Leased Employee is any person who, pursuant to an agreement between the Employer or any Related Employer ("Recipient Employer") and any other person ("leasing organization"), has performed services for the Recipient Employer on a substantially full-time basis for a period of at least one year and such services are of a type historically performed by employees in the business field of the Recipient Employer.

Employer

The Employer is Harbison-Fischer Manufacturing Co. A Participating Employer is any organization which has adopted this Plan and Trust in accordance with Section 8.07 of the Plan.

Employment Commencement Date

The date an Employee first performed an Hour of Service for the Employer is his Employment Commencement Date.

Entry Date

Entry Date means the date that the eligibility requirements are met.

Excess Average Monthly Compensation

A Participant's Excess Average Monthly Compensation is that portion, if any, of his Average Monthly Compensation which is in excess of his monthly Integration Level.

Expected Retirement Benefit

A Participant's Expected Retirement Benefit as of a given date is his monthly Normal Retirement Benefit determined on the basis that he continues to be an Active Participant until his Normal Retirement Date and assuming no future changes in his Compensation.

Fiscal Year

Fiscal Year means the taxable year of the Plan Sponsor. The Fiscal Year of the Plan Sponsor is the 12-month period beginning February 1 and ending January 31.

Highly Compensated Employee

A Highly Compensated Employee is any Employee who is considered highly compensated under Code Section 414(q) during the Plan Year.

Hour of Service

An Hour of Service means:

- (a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed;
- (b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this paragraph for any 12-month period. Hours under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations; and
- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under paragraphs (a) or (b), as the case may be, and under this paragraph (c). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Hours of Service for all Employees will be determined on the basis of actual hours for which an Employee is paid or is entitled to payment. Hours of Service will be credited for employment with any Related Employer or any Predecessor Employer. Hours of Service will be credited for any individual considered an employee under Code Section 414(n) or 414(o) and the regulations thereunder.

Solely for purposes of determining whether a One Year Break-in-Service has occurred, a Participant who is absent from work on an authorized Leave of Absence or by reason of the Participant's pregnancy, birth of the Participant's child, placement of a child with the Participant in connection with the adoption of such child, or for the purpose of caring for such child for a period immediately following such birth or placement, will receive credit for the Hours of Service which otherwise would have been credited to the Participant but for such absence. The Hours of Service credited under this paragraph will be credited in the Plan Year in which the absence begins if such crediting is necessary to prevent a One

Year Break-in-Service in such Plan Year; otherwise, such Hours of Service will be credited in the following Plan Year. The Hours of Service credited under this paragraph are those which would normally have been credited but for such absence; in any case in which the Plan Administrator is unable to determine such hours normally credited, 8 Hours of Service per day will be credited. No more than 501 Hours of Service will be credited under this paragraph for any 12-month period. The Date of Severance is the second anniversary of the date on which the absence begins. The period between the initial date of absence and the first anniversary of the initial date of absence is deemed to be a period of Service. The period between the first and second anniversaries of the initial date of absence is neither a period of service nor a period of severance.

Integration Level

A Participant's monthly Integration Level is equal to his monthly Average Social Security Wage Base. Average Social Security Wage Base means the average (without indexing) of the social security taxable wage bases in effect for each calendar year during the 35-year period ending with the calendar year in which the Participant attains (or will attain) social security retirement age (as defined in Code Section 415(b)). In determining a Participant's Average Social Security Wage Base, the taxable wage base for the current and any subsequent Plan Year will be assumed to be equal to the taxable wage base in effect as of the first day of the Plan Year for which the determination is being made.

In computing a Participant's annual Covered Compensation, such amount is rounded to the nearest whole multiple of \$600.

Limitation Year

The Limitation Year is the 12-month period beginning February 1 and ending January 31.

Monthly Social Security Benefit

Monthly Social Security Benefit means the amount of monthly benefits which an Employee would be entitled to receive as his "primary insurance amount" determined under the provisions of the Social Security Act as in effect on the January 1st coincident with or immediately preceding the earlier of (a) his date of retirement or termination or (b) his Normal Retirement Date. Such amount will be determined assuming (a) that he has made or will make appropriate application for such benefit, (b) that no event occurs to delay or forfeit any part of such benefit, (c) that if he dies or retires (except for Disability Retirement) before his Normal Retirement Date, remuneration (which would be treated as taxable wages for purposes of the Social Security Act) at the same rate as at the time of retirement or death, and (d) that if he retires under the Plan on account of Disability, his Monthly Social Security Benefit, as herein defined, will be the benefit payable if his Social Security disability insurance benefit were to be approved at the same time as his Disability Retirement Benefit. The term "primary insurance amount" has the meaning ascribed to it in the federal Social Security Act, as amended, and in effect on the affected Employee's date of retirement, death, severance, or Normal Retirement Date, as the case may be.

A Participant's Monthly Social Security Benefit is determined based upon estimated compensation histories in accordance with the following rules:

- (a) The pre-separation or pre-retirement compensation history is estimated by applying a salary scale, projected backwards, to the Employee's compensation (as defined in Section 3.03 of Revenue Ruling 71-446) at separation or retirement. The salary scale represents the actual change in the average wages from year to year as used by the

Social Security Administration to determine earnings index factors for Social Security Average Indexed Monthly Earnings.

- (b) The Plan provides clear written notice to each affected Employee of the Employee's right to supply actual salary history and of the financial consequences of failing to supply such history.
- (c) The Monthly Social Security Benefit for a Participant is recomputed based upon actual compensation history for years previously estimated before separation from service (and an assumed post-separation or post-retirement compensation in accordance with Section 11.01 of Revenue Ruling 71-446 when applicable) if the Participant supplies documentation of that history. Such documentation must be provided no later than 6 months following the later of the date of separation from service (by retirement or otherwise) or the time when the Participant is notified of the benefit to which he or she is entitled.

The Plan Administrator may adopt and apply appropriate and non-discriminatory rules and procedures in computing the above amounts.

Non-Highly Compensated Employee

All Employees who are not Highly Compensated Employees during the Plan Year are Non-Highly Compensated Employees.

Normal Retirement Age

A Participant's Normal Retirement Age is his attained age on the date which he satisfies the following requirement:

- (a) Attainment of age 65, and
- (b) Attainment of the fifth anniversary of the time the Participant commenced participation in the Plan.

Normal Retirement Date

A Participant's Normal Retirement Date is the first day of the month which coincides with or next follows the date on which the Participant attains Normal Retirement Age.

One Year Break-in-Service

One Year Break-in-Service occurs in any 365-day period following a Participant's Date of Termination in which an Employee does not complete at least one Hour of Service.

Participant

The term Participant means an Employee or former Employee who is eligible to participate in this Plan and who is or who may become eligible to receive a benefit of any type from this Plan or whose Beneficiary may be eligible to receive any such benefit.

- (a) Active Participant means a Participant who is currently an Employee.
- (b) Disabled Participant means a Participant who has terminated his employment with the Employer and who is entitled to a Disability Retirement Benefit under the Plan.
- (c) Retired Participant means a Participant who has terminated his employment with the Employer after meeting the requirements for a Normal, Early or Late Retirement Benefit and who is receiving such benefits.

- (d) Vested Terminated Participant means a Participant who has terminated his employment with the Employer and who has a non-forfeitable right to all or a portion of his or her Accrued Benefit and who has not received a distribution of the value of his or her Vested Accrued Benefit.
- (e) Former Participant means a Participant who has terminated his employment with the Employer and who currently has no non-forfeitable right to any portion of his or her Accrued Benefit.

Plan

The Plan is the Retirement Plan for Employee of Harbison-Fischer Manufacturing Co. and Its Affiliates. The Plan Identification Number is 001.

Plan Administrator

The Plan Administrator is the Retirement Committee.

Plan Sponsor

The Plan Sponsor is Harbison-Fischer Manufacturing Co.

Plan Year

The Plan Year is the 12-month period beginning February 1st and ending January 31st.

Predecessor Employer

The term Predecessor Employer means any prior employer to which the Employer is the successor, including any Predecessor Employer for which the Employer maintains the obligations of a Predecessor Plan established by such Predecessor Employer. Service with a Predecessor Employer will be included as Service with the Employer for all purposes under this Plan.

Related Employer

The terms Related Employer and Affiliated Employer are used interchangeably and mean any other corporation, association, company or entity on or after the Effective Date which is, along with the Employer, a member of a controlled group of corporations (as defined in Code Section 414(b)), a group of trades or businesses which are under common control (as defined in Code Section 414(c)), an affiliated service group (as defined in Code Section 414(m)), or any organization or arrangement required to be aggregated with the Employer by Treasury Regulations issued under Code Section 414(o).

Required Beginning Date

A Participant's Required Beginning Date for the commencement of benefit payments from the Plan is the April 1st immediately following:

- the later of 1989 or the calendar year in which he attains age 70½ if he attains age 70½ after December 31, 1987;
- the calendar year in which he attains age 70½ if he is or was a Five Percent Owner at any time during the Plan Year ending with or within the calendar year in which he attains age 66½ or any later Plan Year; or
- the later of the calendar year in which he attains age 70½ or the calendar year in which he retires for any other Participant.

Surviving Spouse

Surviving Spouse means a deceased Participant's spouse who was married to the Participant on the earlier of the Annuity Starting Date or the Participant's date of death. The Plan Administrator and the Trustee may rely conclusively on a Participant's written statement of his marital status. Neither the Plan Administrator nor the Trustee is required at any time to inquire into the validity of any marriage, the effectiveness of a common-law relationship or the claim of any alleged spouse which is inconsistent with the Participant's report of his marital status and the identity of his spouse.

Whenever the consent of the Participant's spouse is required, it will be valid if it is in writing, acknowledges the effect of the consent, and is witnessed by a notary public, the Plan Administrator or the duly appointed representative of the Plan Administrator. The consent will not be required if the Participant establishes to the satisfaction of the Plan Administrator that written consent cannot be obtained because there is no spouse, the spouse cannot be located, or other circumstances prescribed by Treasury Regulation Section 1.401(a)-20 Q&A 27. Any consent necessary under this provision will be invalid only with respect to the spouse who signs the consent.

Trustee

The Trustee is Wells Fargo Institutional Trust Group.

Vested Accrued Benefit

A Participant's Vested Accrued Benefit as of a given date is equal to the product of his Accrued Benefit multiplied by his Vested Percentage as of that same date.

A Participant's Vested Percentage as of a given date is determined in accordance with the Vesting Schedule. Notwithstanding the preceding, a Participant will be 100% vested upon the attainment of his Normal Retirement Age.

Vesting Schedule

A Participant's Vested Percentage will be 100% upon the completion of 5 Years of Vesting Service. Prior to the completion of 5 Years of Vesting Service, a Participant's Vested Percentage is zero.

Notwithstanding the foregoing, in any Plan Year in which the Plan is determined to be a Top-Heavy Plan, the following Vesting Schedule will apply in lieu of the Vesting Schedule provided for above:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 2 Years	0%
2 Years	20%
3 Years	40%
4 Years	60%
5 Years	80%
6 Years or more	100%

If in any subsequent Plan Year the Plan ceases to be a Top-Heavy Plan, the above vesting schedule will continue to apply unless the Plan Sponsor elects, in writing, to revert to the original vesting schedule.

Year of Service

For Eligibility Purposes

Years of Service for purposes of eligibility to participate in the Plan are referred to as Years of Eligibility Service and are determined using the Hours of Service Method.

A Year of Eligibility Service is credited for each Computation Period during which an Employee is credited with at least 1,000 Hours of Service. The initial Computation Period is the 12 consecutive month period beginning with the Employee's Employment Commencement Date. Thereafter, the Computation Period is the Plan Year beginning with the Plan Year in which the initial Computation Period ends.

All of an Employee's Years of Eligibility Service are taken into account in determining his eligibility to participate.

For Benefit Purposes

Years of Service for purposes of computing a Participant's Normal Retirement Benefit are referred to as Years of Benefit Service and are determined using the Elapsed Time Method.

All of a Participant's Years of Benefit Service are taken into account in determining his monthly benefit except:

- Service while the Employer declined participation in this Plan or any predecessor Plan;
- Service while the Employee was not in an Eligible Employee Classification;
- Service while the Employee was an employee of a Related Employer which is not an Employer or a Participating Employer under the Plan; and
- Service for which the Employee was not entitled to receive Compensation.

The following provisions apply when computing Years of Credited Service:

- Any complete calendar month that the Employee is absent from the service of the Employer is excluded from consideration unless the Employee receives regular Compensation for all or any portion of such calendar month and except as otherwise provided below.
- The first two years of any absence due to the Employer's engagement in military service will be considered if such absence is covered by a Leave of Absence granted by the Employer or is by reason of compulsory military service and provided that such employee returns from such absence within the period of time prescribed in Section 1.19 of the Plan.

For Vesting Purposes

Years of Service for purposes of computing a Participant's Vested Percentage are referred to as Years of Vesting Service and are determined using the Elapsed Time Method computed in years and completed days.

All of a Participant's Years of Vesting Service are taken into account in determining his Vested Percentage.

No more than 1 Year of Vesting Service is credited for an authorized leave of absence.

Loss of Service

If a Participant who is zero percent vested terminates employment and incurs at least five consecutive One Year Breaks-in-Service, he will lose all prior Eligibility Service, Vesting Service and Credited Service.

2. Participation

An Employee will become a participant in the Plan on the date of the completion of one Year of Eligibility Service.

3. Normal Retirement

Each Participant who becomes eligible for a Normal Retirement Benefit under the plan will be entitled to receive a monthly retirement pension benefit beginning at the Participant's Normal Retirement Date and payable in the Normal Benefit Form.

(a) Normal Retirement Benefit

(1) In General

A Participant's Normal Retirement Benefit is a monthly pension benefit commencing on his Normal Retirement Date payable in the Normal Benefit Form in an amount equal to:

1.15% of his Average Monthly Compensation plus 0.65% of his Excess Average Monthly Compensation, each multiplied by his Years of Benefit Service not to exceed 35 years.

(2) Minimum Retirement Benefits

(a) The Normal Retirement Benefit during any Plan Year for a Participant who was an Active Participant on February 1, 1985 and who earned Credited Service prior to February 1, 1984 will not be less than the greater of:

1.00% of his Average Monthly Compensation plus

0.50% of that portion, if any, of his Average Monthly Compensation which is in excess of \$400, each multiplied by his Years of Credited Service; or

3.00% of his Average Monthly Compensation which is multiplied by his Years of Credited Service not to exceed 15 years less

66 2/3% of his Monthly Social Security Benefit.

Solely for purposes of calculating the minimum Normal Retirement Benefit under this section (a):

- A Participant's Compensation for all Compensation Periods commencing after December 31, 1983 is assumed to be equal to his Compensation during the 1983 calendar year.
 - Monthly Social Security Benefit means the amount of monthly benefits which an Employee would be entitled to receive as his "primary insurance amount" determined under the provisions of the Social Security Act as in effect on January 1, 1968.
- (b) The Normal Retirement Benefit during any Plan Year for a Participant who was an Active Participant on February 1, 1989 will not be less than:

1.85% of his Average Monthly Compensation less

1.70% of his Monthly Social Security Benefit, each multiplied by his Years of Credited Service not to exceed 35 years.

Solely for purposes of calculating the minimum Normal Retirement Benefit under this section (b):

- A Participant's Compensation for all Compensation Periods commencing after December 31, 1989 is assumed to be equal to his Compensation during the 1989 calendar year.
 - Monthly Social Security Benefit means the amount of monthly benefits which an Employee would be entitled to receive as his "primary insurance amount" determined under the provisions of the Social Security Act as in effect on January 1st coincident with or immediately preceding the earlier of (a) his date of retirement or termination, (b) his Normal Retirement Date, or (c) January 31, 1990.
- (c) Solely for purposes of calculating the minimum Normal Retirement Benefit above, a Participant's Average Monthly Compensation, as of a given date, is equal to the total Compensation he received during the 60 consecutive months (out of the last 120 months of employment) for which his Compensation was highest divided by the number of months during such periods for which he received Compensation. If the 60 consecutive month period used to calculate a Participant's Average Monthly Compensation encompasses 6 calendar years, the Participant's Compensation for the earliest calendar year will be equal to the Participant's actual Compensation during that calendar year multiplied by a fraction, the numerator of which is the number of months during that calendar year which are used in this computation and the denominator of which is the total number of months during that calendar year for which the Participant was employed.

(b) Normal Benefit Form

Lifetime Pension, 10 Years Certain - Monthly pension benefit payable for the lifetime of the Participant with payments guaranteed for a minimum of 10 years. In the event of the Participant's death prior to the expiration of 10 years, the same monthly pension

benefit will be continued to the Participant's Beneficiary for the remainder of the 10-year period.

4. Early Retirement

(a) Early Retirement Date

A Participant's Early Retirement Date is the first day of the month so elected by the Participant which coincides with or next follows the date upon which the Participant satisfies the following requirements:

- (1) Attainment of age 55 and completion of 25 Years of Credited Service; or
- (2) Attainment of age 62 and completion of 10 Years of Credited Service.

(b) Early Retirement Benefit

A Participant's Early Retirement Benefit is equal to his Accrued Benefit determined as of his Early Retirement Date, reduced by 1/180 for each of the first 60 months and by 1/360 for each of the next 60 months that his Early Retirement Date precedes his Normal Retirement Date.

5. Late Retirement

If a Participant continues as an Employee or is re-employed after his Normal Retirement Date, payment of his benefit will be withheld until his Late Retirement Date, which is the earlier of the following:

- the date the Participant retires or resumes retirement; or
- the Participant's Required Beginning Date.

As of his Late Retirement date, a Participant will begin to receive his Late Retirement Benefit which will be equal to the greater of the following:

- the amount which can be provided by the Actuarial Equivalent of the single sum value of his Normal Retirement Benefit determined as of his Normal Retirement Date and accumulated with Actuarial Equivalent interest from his Normal Retirement Date to his Late Retirement Date, reduced (but not below zero) by the Actuarial Equivalent (interest only) of any earlier benefit payment; or
- the amount which is based on the Normal Retirement Benefit formula using his Years of Credited Service and Compensation through his Late Retirement Date, reduced (but not below zero) by the Actuarial Equivalent (interest only) of any earlier benefit payments.

If a Participant continues as an Employee or is re-employed after the end of the calendar year immediately preceding his required Beginning Date, his benefit will be payable as required by Section 3.08 (b) of the Plan. As of each later January 1st that the Participant continues to be employed, and upon his later termination of employment, the amount of his Late Retirement Benefit will be recomputed in accordance with the formula described above.

6. Disability Retirement

(a) Disability Retirement Date

An Active Participant will be eligible for a Disability Retirement Benefit under the Plan upon incurring a Total and Permanent Disability coincident with or following the Participant's completion of 2 years of Credited Service.

An eligible Participant's Disability Retirement Date is the first day of the month coincident with the next or following the later of:

- the date which is six months after the date upon which the Participant incurred a Total and Permanent Disability;
- the date on which application is made in writing by the Participant or his representative for payment of a Disability Retirement Benefit; or
- the date on which application is made in writing by the Participant or his representative for payment of a monthly disability benefit under the provisions of the Social Security Act.

However, if the Participant has filed a claim for a worker's compensation benefit and such claim is being adjudicated, Participant's Disability Retirement Date will not be earlier than the first day of the month coincident with or next following date on which such claim is finally settled. If a Participant's Disability Retirement Date is deferred pursuant to this provision beyond the date which would otherwise be applicable, the Participant will, upon final settlement of the worker's compensation claim, be entitled to a lump sum payment representing the Actuarial Equivalent of any monthly benefits which would have been paid without regard to this provision.

(b) Disability Retirement Benefit

A Participant's Disability Retirement Benefit is equal to a monthly retirement benefit commencing on his Disability Retirement Date and payable under the Normal Benefit Form until the Participant's Normal Retirement Date in an amount equal to the excess, if any, of (1) over (2) below:

- (1) an amount equal to a percentage of the Participant's Average Monthly Compensation determined as of his Disability Retirement Date, based upon the Participant's number of Years of Credited Service as of his Disability Retirement Date, determined according to the following schedule:

<u>Years of Credited Service</u>	<u>Percentage</u>
Less than 2	0%
At least 2 but less than 10	30%
At least 10 but less than 20	40%
At least 20 but less than 30	50%
30 or more	60%

- (2) an amount equal to 50% of the Participants actual monthly disability benefit, if any, which he (and not his spouse or other dependents) is entitled to receive under the provisions of the Social Security Act as in effect on the January 1st immediately preceding his Disability Retirement Date plus 100% of any monthly benefits payable under a worker's compensation program.

If the Participant receives a lump sum settlement of his worker's compensation benefits, the Disability Retirement Benefit for such Participant will be calculated using the formula above assuming that the Participant is receiving a monthly benefit under the worker's compensation program equal to the maximum monthly benefit to which the Participant would otherwise be entitled to payable for a period equal to the lump sum worker's compensation settlement divided by the maximum monthly benefit to which the Participant would otherwise be entitled.

Upon the attainment of the Normal Retirement Date, a Disabled Participant's monthly benefit will cease and the Participant's benefit will be recomputed assuming that the Participant had continued in active service from his Disability Retirement Date to his Normal Retirement Date but using his Average Monthly Compensation and Integration Level as of his Disability Retirement Date. Such Participant will thereafter be considered a Retired Participant. In no event will the monthly benefit computed under this provision be less than the monthly benefit which he is currently receiving.

(c) Total and Permanent Disability

A Participant will be considered permanently disabled if he becomes eligible for disability benefits under the Social Security Program and, in the opinion of the Plan Administrator,

- (1) he is unable to engage in any occupation for wage or profit;
- (2) such disability is likely to be both continuous and permanent;
- (3) such disability occurs on or after the Effective Date of the Plan but prior to the Participant's Normal Retirement Date; and
- (4) such disability is not, in the opinion of the Plan Administrator, the result of:
 - injury or disease sustained by the Participant resulting from the excessive and habitual use by the Participant of drugs, intoxicants or narcotics;
 - injury or disease sustained by the Participant while willfully and illegally participating in fights, riots, civil insurrections or while committing a felony;
 - injury or disease sustained by the Participant while serving in the armed forces;
 - injury or disease sustained by the Participant subsequent to the date his employment terminated;
 - injury or disease sustained by the Participant while working for any employer other than the Employer and arising out of such employment; or
 - injury or disease sustained by the Participant as a result of an act of war, whether or not such act arises from a formally declared state of war.

7. Optional Benefit Forms

Optional Benefit Forms are available and equal to the Actuarial Equivalent of the Normal Benefit Form and may be in an amount more than or less than that provided by the Normal

Benefit Form depending on the option selected. Such distribution may be in one or more of the following forms:

- Lifetime Pension - monthly pension benefit payable for the lifetime of the Participant with payments terminating upon the death of the Participant.
- Joint & 50% Contingent Survivor Pension - monthly pension benefit payable during the joint lifetime of the Participant and the Participant's Spouse or designated beneficiaries; reduces to 50% of the original amount upon the death of the Participant.
- Joint & 2/3 Survivor Pension - monthly pension benefit payable during the joint lifetime of the Participant and the Joint Annuitant; reduces to 2/3 of the original amount upon the first death.
- Joint & 75% Contingent Survivor Pension - monthly pension benefit payable during the joint lifetime of the Participant and the Participant's Spouse; reduces to 75% of the original amount upon the death of the Participant.

8. Pre-Retirement Death Benefit

A Participant's Surviving Spouse or surviving children will be entitled to receive a death benefit if the Participant dies prior to the commencement of a monthly pension benefit.

(a) Active Participants

In the event of the death of a Participant who has a Surviving Spouse or surviving children, such Participant's Surviving Spouse or surviving children will receive a monthly survivor benefit in the form and amount described below:

(1) Amount of Benefit

The amount of the monthly benefit will be equal to the amount which can be provided, on an Actuarial Equivalent basis, by the greater of (a) or (b) below.

(a) an amount equal to the single sum Actuarial Equivalent of the Participant accrued Benefit as of his date of death; or

(b) the lesser of (1) or (2) below:

(1) the Participant's Average Monthly Compensation multiplied by 30.

(2) the Participant's Expected Retirement Benefit multiplied by 100.

(2) Form of Benefit

The monthly survivor benefit will commence on the first day of the month coincident with the next or following the Participant's date of death. The monthly survivor benefit will be payable to the Surviving Spouse for the duration of the Surviving Spouse's lifetime. Upon the death of the Surviving Spouse, (or if there is no Surviving Spouse), the monthly survivor benefit will be payable as follows:

(a) If the Participant had not attained age 55 and completed at least 25 Years of Credited Service prior to his death, the monthly survivor benefit will be

continued to the Participant's surviving children who have not attained age 24 (with each monthly payment divided equally among all children who are eligible to receive such payment.)

- (b) If the Participant had both attained age 35 and completed at least 25 Years of Credited Service prior to his death the monthly Survivor benefit will be continued to the Participant's surviving children (with each monthly payment divided equally among such children) until a total of 120 monthly payments have been made. Thereafter, the monthly survivor benefit will be continued to the Participant's surviving children who have not attained age 24 (with each monthly payment divided equally among all children who are eligible to receive such payment).

(b) Vested Terminated Participants

In the event of the death of a Vested Terminated Participant who has a Surviving Spouse, the Participant's Surviving Spouse will receive a monthly survivor benefit in the form and amount described below.

(1) Amount of Benefit

The amount of benefit will be 50% of the amount of the monthly benefit which the Participant would have received had the Participant began receiving a Joint and 50% Contingent Survivor Pension commencing on the benefit commencement date described below.

(2) Form of Benefit

The monthly survivor benefit will be payable to the Surviving Spouse for the duration of the Surviving Spouse's lifetime and will commence on the later of:

- (a) the earlier of the Participant's Early Retirement Date or Normal Retirement Date; or
- (b) the first day of the month coincident with the next following the Participant's date of death.

(c) Disabled Participants

In the event of the death of a Disabled Participant who has a Surviving Spouse or surviving children, the Participant's Surviving Spouse or surviving children will receive a monthly survivor benefit payable to the Surviving Spouse or surviving children had the Participant continued in active employment from the date he terminated service due to the occurrence of his Permanent Disability until his date of death based upon his Average Monthly Compensation and Integration Level as of the date he terminated service due to the occurrence of his Permanent Disability. However, if the Participant had both attained age 55 and completed at least 25 years of Credited Service prior to his date of death, the number of guaranteed payments made to the Participant's Beneficiary will be reduced by the number of monthly Disability Retirement Benefit payments which the Participant received prior to his death.

9. Termination Benefit

In the event of the termination of a Participant's employment for any reason other than death, disability or retirement, the Participant will become entitled to receive a monthly pension benefit commencing on his Normal Retirement Date equal to his Vested Accrued Benefit.

Schedule SB, Line 26
Summary of All Active Participants
by Age and Service

Retirement Plan for Employees of
Harbison-Fischer Manufacturing Co. and Its Affiliates
EIN / PIN: 75-0861442 / 001

Number of Participants by Age and Service Groups

<u>Age</u>	<u>Years of Service</u>										<u>Total</u>
	<u><1</u>	<u>1-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30-34</u>	<u>35-39</u>	<u>40&Up</u>	
0-24	-	28	-	-	-	-	-	-	-	-	28
25-29	-	26	9	-	-	-	-	-	-	-	35
30-34	-	11	10	3	-	-	-	-	-	-	24
35-39	-	13	9	4	2	-	-	-	-	-	28
40-44	-	22	15	4	8	4	-	-	-	-	53
45-49	-	26	17	11	6	6	18	3	-	-	87
50-54	-	13	11	8	9	4	24	20	-	-	89
55-59	-	1	12	4	5	7	12	11	1	-	53
60-64	-	-	5	1	9	3	5	8	3	4	38
65-69	-	-	2	1	-	1	2	1	-	2	9
70&Up	-	-	-	1	1	1	1	-	1	1	6
Total	-	140	90	37	40	26	62	43	5	7	450

Average Compensation by Age and Service Groups

<u>Age</u>	<u>Years of Service</u>										<u>Average</u>
	<u><1</u>	<u>1-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30-34</u>	<u>35-39</u>	<u>40&Up</u>	
0-24	-	38,967	-	-	-	-	-	-	-	-	38,967
25-29	-	44,062	58,796	-	-	-	-	-	-	-	47,851
30-34	-	46,794	54,447	58,134	-	-	-	-	-	-	51,400
35-39	-	50,132	63,929	57,973	67,045	-	-	-	-	-	56,895
40-44	-	47,107	51,133	52,058	189,678	62,502	-	-	-	-	71,302
45-49	-	55,920	59,895	55,235	61,388	63,685	73,821	47,968	-	-	60,952
50-54	-	51,190	50,004	57,216	65,335	57,270	71,260	73,490	-	-	63,712
55-59	-	39,946	89,681	65,248	48,483	56,315	75,026	76,391	86,420	-	72,467
60-64	-	-	67,242	59,680	69,550	163,016	95,551	61,436	61,821	65,408	77,032
65-69	-	-	52,912	30,894	-	63,113	54,675	66,125	-	128,735	70,308
70&Up	-	-	-	34,117	56,667	27,924	33,476	-	38,471	2,093,960	380,769
Average	-	47,134	61,138	55,825	88,322	70,596	73,547	70,038	62,071	373,295	68,367

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates**
Plan No. 001, EIN 75-0861442
Schedule H, Line 4i - Schedule of Assets (Held at End of Year)
January 31, 2010

(a)	(b)	(c)	(d)	(e)
	Identity of issue, borrower, lessor or similar party	Description of investment including par value or number of shares held	Cost	Current value
Cash and Cash Equivalents:				
	Non Interest-bearing Cash	93,824	\$ 93,824	\$ 93,824
<u>Interest-bearing Cash</u>				
*	WELLS FARGO ADVANTAGE GOVERNMENT MONEY MARKET FUND - INSTITUTIONAL CLASS	2,589,578	2,589,578	2,589,578
*	WELLS FARGO ADVANTAGE 100% TREASURY MONEY MARKET FUND	116,658	116,658	116,658
*	WELLS FARGO SHORT-TERM INVESTMENT FUND G	352,879	352,879	352,879
	Total Cash and Cash Equivalents		<u>3,152,939</u>	<u>3,152,939</u>
Debt Securities:				
	PETROBAS INTL FIN CO DTD 09/15/04 7.750 09/15/2014	200,000	200,350	233,482
	GENERAL MTRS ACCEP CORP MED TERM NOTE TRANCHE # 00504 SER SMNT	100,000	87,950	90,000
	Total Debt Securities		<u>288,300</u>	<u>323,482</u>
Equity Securities:				
<u>Preferred Convertible Securities</u>				
	BANESTO HLDGS LTD PREF SER A 144A	28,000	698,939	722,764
	BRASIL TELECOM PARTICIPACOES S ADR SPONSORED ADR REPSTG PFD SHS	482	15,094	10,079
	COUNTRYWIDE CAPITAL V	10,000	178,750	211,900
	HENKEL AG AND CO. KGAA	1,040	27,430	52,614
	IID INTERNATIONAL INDUSTRIAL	20,000	810,000	
	SOVEREIGN CAP TR V CAP SECS	6,000	132,510	149,519
			<u>1,862,723</u>	<u>1,146,876</u>
<u>Common Stock</u>				
	ABB LTD	5,000	118,118	90,150
	ACOM CO LTD	4,320	52,431	18,878
	ADR TIM PARTICIPACOES SA	363	4,672	9,536
	AEGON N.V.	13,122	188,641	77,682
	AFFILIATED MANAGERS GROUP, INC COM	800	53,343	48,456
	AGCO CORP	1,500	47,050	46,365
	AIRGAS INC COM	1,000	32,139	42,260
	AKAMA I TECHNOLOGIES	2,400	43,511	59,280
	AKZO NOBEL N.V.	1,960	70,508	116,718
	ALCATEL-LUCENT-SPONSORED	23,520	300,364	78,322
	AMETEK INC COM	1,374	53,044	50,069
	AMERICAN CAPITAL AGENCY CORP	10,000	273,571	266,900
	AMERICAN ITALIAN PASTA CO CL A	4,116	117,116	141,014

See accompanying independent auditor's report.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates**
Plan No. 001, EIN 75-0861442
Schedule H, Line 4i - Schedule of Assets (Held at End of Year)
January 31, 2010

(a)	(b)	(c)	(d)	(e)
	Identity of issue, borrower, lessor or similar party	Description of investment including par value or number of shares held	Cost	Current Value
	AMERICAN MEDICAL SYS HLDGS	2,500	47,185	48,000
	AMERICAN STATES WATER COMPANY COM	2,698	69,033	89,628
	ANSYS INC	1,250	36,432	52,325
	APPLIED INDL TECHNOLOGIES INC COM	3,998	98,418	87,156
	ASTRAZENECA PLC	3,840	199,780	178,522
	ATLAS PIPELINE PARTNERS	10,000	202,020	109,500
	BARCLAYS PLC	3,460	122,133	59,201
	BASF AKTIENGESELLSCHAFT	1,760	52,086	99,880
	BE AEROSPACE INC COM	2,300	45,602	51,589
	BP PLC - ADR	620	28,888	34,794
	BRASIL TELECOM S.A.	273	4,566	2,828
	BRITISH SKY BROADCASTING GROUP	2,560	94,236	87,398
	BORG WARNER INC. COM	3,595	100,940	126,149
	BROOKLINE BANCORP INC	8,708	128,269	87,167
	BROCADE COMMUNICATIONS SYSTEMS	5,500	36,703	37,785
	CANON INC	3,460	107,471	135,321
	CARREFOUR SA	19,720	162,671	190,298
	CABOT OIL & GAS CORP CL A	1,150	28,335	44,011
	CBS CORP NEW	4,050	34,035	52,367
	CEMEX S.A.B DE C.C.	3,460	93,505	75,330
	CERNER CORP COM	600	25,501	45,396
	CHINA MED TECHNOLOGIES INC	7,000	156,225	91,490
	CHIPOTLE MEXICAN GRILL INC	450	24,398	43,407
	CISCO SYSTEMS INC	3,000	90,768	67,410
	CIRCOR INTERNATIONAL INC	2,336	50,824	65,992
	CLIFFS NAT RES INC	1,350	46,518	53,933
	COMTECH TELECOMMUNICATIONS CORP	2,792	93,128	98,725
	CONCHO RESOURCES INC	1,350	36,913	60,575
	CONOCOPHILLIPS	2,000	149,065	96,000
	COPART INC COM	1,550	60,380	52,328
	CORE LABORATORIES N V COM	450	38,233	52,628
	CYTEC INDS INC COM	1,200	38,434	44,772
	DECKERS OUTDOOR CORP	1,356	93,692	133,119
	DAI NIPPON PRINTING CO.	3,460	61,175	47,160
	DAIMLERCHRYSLER AG	1,180	51,312	54,056
	DEUTSCHE BANK AG REG SHS	500	36,584	30,485
	DEUTSCHE POST AG	1,100	15,671	19,250
	DEUTSCHE TELEKOM AG	15,990	280,230	205,791
	DEVON ENERGY CORPORATION	3,000	73,360	200,730
	DUCOMMUN INC DEL COM	3,061	78,593	55,037
	ELETRORBRAS-CENTRAIS ELETRICAS	9,810	105,460	208,757
	ENI SPA - ADR	2,600	120,525	120,952

See accompanying independent auditor's report.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates**
Plan No. 001, EIN 75-0861442
Schedule H, Line 4i - Schedule of Assets (Held at End of Year)
January 31, 2010

(a)	(b)	(c)	(d)	(e)
	Identity of issue, borrower, lessor or similar party	Description of investment including par value or number of shares held	Cost	Current Value
	EMCOR GROUP INC COM	3,617	101,513	87,025
	ENDO PHARMACEUT HLDGS INC	2,050	44,160	41,226
	ENERGIZER HOLDINGS INC	850	51,196	47,175
	ENERGY TRANSFER PARTNERS L P	10,000	346,040	447,400
	ERICSSON LM TELEPHONE COMPANY	12,510	175,030	121,097
	FLEXTRONICS INTL LTD	3,400	12,784	21,556
	FOSTER WHEELER AG	1,650	38,166	46,167
	F5 NETWORKS INC COM	1,200	39,411	59,316
	EXCO RES INC COM	3,150	55,827	55,251
	EXPONENT INC COM	1,892	25,734	50,914
	EZCORP INC CL A NON VTG	7,719	34,538	140,177
	FIRST HORIZON NATL CORP COM	3,611	34,976	46,762
	FMC CORP COM NEW	1,000	42,851	50,940
	FOOT LOCKER INC	3,700	52,898	41,773
	FRANCE TELECOM	5,627	141,805	129,759
	FUJI HEAVY INDS LTD	1,290	58,253	60,695
	FUJIFILM HLDGS CORP	3,720	114,688	119,226
	GAFISA SA	4,000	68,990	102,800
	GLAXOSMITHKLINE PLC	4,380	223,722	170,864
	GENWORTH FINL INC	5,950	40,194	82,348
	GOLDCORP INC NEW	7,400	240,157	251,304
	GUESS INC	1,450	40,250	57,580
	H LUNDBECK A/S	4,120	98,082	76,797
	HANOVER INS GROUP INC	2,724	114,371	115,552
	HARRIS CORP DEL	1,500	59,364	64,380
	HATTERAS FINANCIAL CORP	8,000	195,144	219,120
	HEALTHCARE RLTY TR COM	3,913	128,424	82,056
	HELEN OF TROY LIMITED	6,136	110,699	144,626
	HITACHI LIMITED	1,450	94,479	49,663
	HOLLY CORP	2,006	46,001	52,357
	HONDA MOTOR CO., LTD.	800	17,076	27,128
	INTESA SANPAOLO-SPON	4,190	167,514	95,532
	J SAINSBURY PLC	5,490	142,145	112,820
	JOS A BANK CLOTHIERS INC	2,573	66,264	107,834
	KANSAS CITY SOUTHERN COM	1,800	41,416	53,460
	KINGFISHER PLC	18,870	148,215	127,373
	KONINKLIJKE AHOLD NV	8,532	89,398	107,162
	KOREA ELECTRIC POWER CORPORATI	7,000	90,720	113,750
	KT CORPORATION	1,860	38,362	39,302
	LANDSTAR SYS INC COM	1,150	54,381	41,734
	LHC GROUP INC COM	2,998	78,605	92,308
	LINN ENERGY LLC	3,000	68,410	78,090

See accompanying independent auditor's report.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates**
Plan No. 001, EIN 75-0861442
Schedule H, Line 4i - Schedule of Assets (Held at End of Year)
January 31, 2010

(a)	(b)	(c)	(d)	(e)
	Identity of issue, borrower, lessor or similar party	Description of investment including par value or number of shares held	Cost	Current Value
	LKQ CORP	3,150	63,305	59,063
	MAGELLAN HEALTH SERVICES INC	2,733	90,956	108,008
	MAGNA INTL INC CL A	1,620	114,070	89,213
	MARCUS CORP	4,435	90,708	49,583
	MARKS & SPENCER GROUP PLC	15,032	198,167	166,254
	MEDASSETS INC	1,950	43,223	39,468
	MITSUBISHI UFJ FINL GROUP INC	21,910	243,567	112,398
	MITSUMI SUMITOMO-UNSPONS	10,760	214,611	133,747
	MIZUHO FINL GROUP INC	20,980	243,084	80,773
	MONSTER WORLDWIDE INC COM	2,800	42,114	43,652
	MTS SYS CORP	2,720	81,304	69,986
	NATIONAL INSTRS CORP COM	1,550	50,165	45,555
	NATIONAL FUEL GAS CO N J	1,930	54,420	90,556
	NATIONAL RETAIL PPTYS INC COM	3,918	77,599	79,144
	NATIONAL SEMI-CONDUCTOR CORP	3,300	39,206	43,758
	NEC CORP.	18,730	97,396	48,346
	NIPPON TELEGRAPH AND TELEPHONE	8,970	214,259	189,267
	NISSAN MOTOR CO. LTD.	6,250	100,951	102,125
	NOKIA CORPORATION	14,230	216,116	194,809
	NUANCE COMMUNICATIONS INC	4,400	27,408	66,088
	OMNIVISION TECHNOLOGIES	6,490	87,208	83,721
	O REILLY AUTOMOTIVE INC COM	1,250	48,312	47,250
	OSHKOSH CORPORATION	3,042	75,438	109,725
	OWENS & MINOR INC COM	1,138	29,927	45,622
	PENN NATIONAL GAMING INC	1,700	50,965	45,866
	PENN VIRGINIA CORP	3,868	73,965	93,876
	PERKINELMER, INC	2,600	48,965	52,364
	PERRIGO CO	2,604	45,049	115,305
	PETROLEO BRASILEIRO S.A. - COMM	13,000	89,018	527,410
	PHILLIPS VAN HEUSEN CORP	1,250	38,381	49,113
	PORTUGAL TELECOM, SGPS, S.A.	9,760	94,529	99,650
	PROMISE CO LTD	11,980	249,831	54,389
	PROSPERITY BANCSHARES INC COM	1,150	34,159	46,368
	RAYMOND JAMES FINL INC	1,850	30,282	46,824
	RAYONIER INC COM	2,214	68,751	92,855
	RLI CORP COM	1,957	102,357	100,707
	ROBERT HALF INTL INC	1,800	47,331	48,456
	ROYAL BANK OF SCOTLAND GROUP RBS	1,174	204,360	11,987
	ROYAL CARRIBEAN CRUISE	2,500	41,965	65,225
	SANOFI -AVENTIS	6,590	276,550	242,578
	SBA COMMUNICATIONS CORP	1,950	29,220	64,526
	SEIKO EPSON CORP	12,380	167,346	102,011

See accompanying independent auditor's report.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates**
Plan No. 001, EIN 75-0861442
Schedule H, Line 4i - Schedule of Assets (Held at End of Year)
January 31, 2010

(a)	(b)	(c)	(d)	(e)
	Identity of issue, borrower, lessor or similar party	Description of investment including par value or number of shares held	Cost	Current Value
	UPM-KYMMENE CORP	3,450	59,330	37,467
	UTSTARCOM INC	10,000	126,042	21,600
	VIVO PARTICIPACOES S.A.	647	22,912	18,110
	VODAFONE GROUP PLC	4,220	84,939	90,561
	WABTEC CORP	2,420	95,105	92,759
	WASHINGTON FED INC COM	6,196	138,309	115,555
	WATTS WATER TECHNOLOGIES INC	3,818	110,620	110,455
	WEIS MKTS INC	2,653	98,613	94,208
	WEST PHARMACEUTICAL SVCS INC COM	2,093	48,946	76,039
	WOLSELEY PLC	3,610	38,862	7,906
	WOLTERS KLUWER NV	4,142	69,000	86,154
	WORLD FUEL SERVICES CORP COM	3,470	41,722	83,373
	ZSFH LLC EARN OUT NT SER I	975	305,357	
	Total Equity Securities		20,731,685	20,039,822
	Mutual Funds:			
	AMERICAN CENTURY GROWTH FUND CLASS	48,396	851,406	1,025,508
	BLACKROCK CAPITAL APPRECIATION FUND	65,561	851,150	990,628
	JP MORGAN MULTI-STRATEGY FUND II LTD-CLASS A	1,435	3,500,000	5,020,839
	LKCM FIXED-INCOME FUND #932	331,097	3,492,939	3,642,070
	PIMCO FLOATING RATE STRATEGY FD	25,000	367,484	246,750
	PIMCO TOTAL RETURN FUND INSTITUTIONAL SHARES	949,612	10,083,554	10,407,743
	SPDR GOLD TRUST	2,000	170,050	211,921
	Total Mutual Funds		19,316,583	21,545,459
	Common Trust Funds:			
	RUSSELL 1000 VALUE INDEX SECURITIES FUND	114,974	3,762,155	4,143,417
	TOTAL RETURN BOND FUND	82,150	2,183,616	2,297,355
*	WELLS FARGO CAPITAL GROWTH FUND	11,117,814	168,362	162,542
*	WELLS FARGO INTERNATIONAL EQUITY INDEX FUND	2,979	124,111	140,413
*	WELLS FARGO LARGE CAP GROWTH INDEX FUND	22,435	155,863	168,040
*	WELLS FARGO LARGE CAP VALUE FUND	15,379	159,641	169,015
*	WELLS FARGO LARGE CAP VALUE INDEX FUND	16,108	166,605	167,358
*	WELLS FARGO RUSSELL 2000 INDEX FUND	11,226	136,624	142,345
	Total Common Trust Funds-Taxable		6,856,977	7,390,485

See accompanying independent auditor's report.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates
Plan No. 001, EIN 75-0861442
Schedule H, Line 4i - Schedule of Assets (Held at End of Year)
January 31, 2010**

Other Investments:

ASHFORD CAPITAL PARTNERS LP	1	4,000,000	3,866,223
HIGHBRIDGE CAPITAL CORP CLASS 1	34.991	837,781	864,947
HB MULTI-STRATEGY HOLDINGS, LTD	2.871	162,231	145,318
SASEA SA *DORMANT - 12/4/2007	381,900	153,826	
Total Other Investments		<u>5,153,837</u>	<u>4,876,488</u>

Total Investments

\$ 55,500,322 \$ 57,328,675

* Represents Party-in-Interest Transaction

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates**
Plan No. 001, EIN 75-0861442
Schedule H, Line 4i - Schedule of Assets (Acquired and Disposed of Within Year)
January 31, 2010

(a)	(b)	(c)	(d)
Identity of issue, borrower, lessor or similar party	Description of investment including par value or number of shares held	Costs of acquisitions	Proceeds of dispositions
WELLS FARGO CAPITAL GROWTH FUND	11,484.1632	\$ 170,110	\$ 170,110
WELLS FARGO SHORT-TERM INVESTMENT FUND G	4,548,652.2000	4,548,652	4,548,652
WELLS FARGO ADVANTAGE 100% TREASURY MONEY MARKET FUND	1,279,965.1200	1,279,965	1,279,965
WELLS FARGO ADVANTAGE GOVERNMENT MONEY MARKET FUND - INSTITUTIONAL CLASS	9,189,678.3800	9,189,678	9,189,678
AMEREN CORP COM	190.0000	4,784	4,784
AMERICAN EAGLE OUTFITTERS INC NEW	2,600.0000	35,685	43,694
AUTOLIV INC COM	436.0000	5,738	5,738
BASF AKTIENGESSELLSCHAFT - LVL 1 ADR	530.0000	18,962	18,962
BORG WARNER INC.	371.0000	5,888	5,888
CBS CORP NEW	700.0000	5,883	8,644
CIGNA CORP	239.0000	4,426	4,426
CERNER CORP COM	150.0000	6,375	11,978
CHIPOTLE MEXICAN GRILL INC	150.0000	8,133	13,211
COGNIZANT TECH SOLUTIONS CRP COM	1,500.0000	31,565	51,804
COMERICA INC	286.0000	3,749	3,749
COPART INC COM	200.0000	7,985	5,901
CUMMINS INC.	290.0000	6,200	6,200
DARDEN RESTAURANTS INC	197.0000	4,978	4,978
DEAN FOODS COMPANY	1,700.0000	33,706	29,085
DEVRY INC DEL COM	50.0000	2,902	2,902
DONNELLEY R R & SONS CO	1,613.0000	9,976	9,976
DUCOMMUN INC DEL COM	606.0000	10,335	10,335
EQUITY RESIDENTIAL PPTYS TR SH BEN	157.0000	2,961	2,961
FPL GROUP INC	426.0000	18,689	24,006
FAMILY DLR STORES INC	50.0000	1,684	1,684
FRANCE TELECOM - ADR	0.0141		
HSBC - ADR	763.0000	14,106	14,106
HUNT J B TRANS SVCS INC	1,200.0000	30,008	38,812
ITT CORPORATION	613.0000	25,501	27,845
INFINEON TECHNOLOGIES AG - ADR	2,752.0000	8,458	8,458
ISHARES DJ US REGIONAL BANK	1,688.0000	23,832	29,244
JOS A BANK CLOTHIERS INC	359.0000	13,494	11,673
M & T BANK CORPORATION COM	106.0000	3,646	3,646
MACY'S INC	1,036.0000	13,178	11,618
NCR CORPORATION COM	890.0000	7,618	7,618
PHARMACEUTICAL PROD DEV INC COM	912.0000	20,629	20,437
SIGMA DESIGNS INC	5,456.0000	89,712	70,120
SIMON PROPERTY GROUP INC	632.0921	18,156	31,728
TIME WARNER CABLE INC	760.0000	26,410	23,320
UNILEVER N.V. - ADR	2,290.0000	44,419	44,419

See accompanying independent auditor's report.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates
Plan No. 001, EIN 75-0861442
Schedule H, Line 4i - Schedule of Assets (Acquired and Disposed of Within Year)
January 31, 2010**

(a)	(b)	(c)	(d)
Identity of issue, borrower, lessor or similar party	Description of investment including par value or number of shares held	Costs of acquisitions	Proceeds of dispositions
UNITED STS STL CORP NEW	350.0000	6,366	6,366
TOTAL RETURN BOND FUND G	1,712.7100	40,693	43,114
WELLS FARGO INTERNATIONAL EQUITY FUND G	2,230.7170	91,446	107,322
WELLS FARGO LARGE CAP VALUE INDEX FUND G	18,578.9250	188,448	188,448
WELLS FARGO LARGE CAP GROWTH INDEX FUND G	33,106.5640	249,014	249,014
WELLS FARGO RUSSELL 2000 INDEX FUND G	10,205.2170	122,714	124,513
WELLS FARGO LARGE CAP VALUE FUND G	16,975.0400	182,753	182,753
Total Assets Acquired and Disposed of Within Year		\$ 16,639,610	\$ 16,703,885

See accompanying independent auditor's report.

**Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates
Plan No. 001, EIN 75-0861442
Schedule H, Line 4j - Schedule of Reportable Transactions
January 31, 2010**

(a) Identity of party involved	(b) Description of asset	(c) Number of transactions	(d) Purchase price	(e) Selling price	(f) Cost of asset	(g) Current value of asset on transaction date	(h) Net gain (loss)
<u>Series of Transactions</u>							
	WELLS FARGO SHORT-TERM INVESTMENT FUND (FREE)	23	\$ 7,086,645	\$ 9,253,289	\$ 9,253,289	\$ 9,253,289	\$ -
	WELLS FARGO SHORT-TERM INVESTMENT FUND (FREE)	24					
	WELLS FARGO 100% TREAS MONEY MARKET FD CLASS	99	2,751,125	3,150,758	3,150,758	3,150,758	
	WELLS FARGO 100% TREAS MONEY MARKET FD CLASS	35					
	WELLS FARGO GOVT MONEY MARKET FD - INSTL CLASS	477	8,330,278	5,126,870	5,126,870	5,126,870	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL CLASS	171					
	TOTAL RETURN BOND FUND G	3	2,169,049	1,643,186	1,674,739	1,643,186	(31,553)
	TOTAL RETURN BOND FUND G	8					

(e) Lease rental - none.

(f) Expense incurred with transaction - none.

See accompanying independent auditor's report.