Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

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).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2010

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2010 or fiscal plan year beginning 02/01/2010 and ending 01/31/2011

A This return/report is for:
- [ ] a multiemployer plan;
- [ ] a multiple-employer plan; or
- [X] a single-employer plan;
- [ ] a DFE (specify) ____

B This return/report is:
- [ ] the first return/report;
- [X] the final return/report;
- [X] an amended return/report;
- [ ] a short plan year return/report (less than 12 months).

C If the plan is a collectively-bargained plan, check here. . . . . ▶ [ ]

D Check box if filing under:
- [X] Form 5558;
- [ ] automatic extension;
- [ ] the DFVC program;
- [ ] special extension (enter description)

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.	11/18/2011	MICHAEL BARBER
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	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

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

5	Total number of participants at the beginning of the plan year	**5**	859
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**	0
b	Retired or separated participants receiving benefits	**6b**	0
c	Other retired or separated participants entitled to future benefits	**6c**	0
d	Subtotal. Add lines **6a**, **6b**, and **6c**	**6d**	0
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits	**6e**	0
f	Total. Add lines **6d** and **6e**	**6f**	0
g	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g**	0
h	Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested	**6h**	8
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	

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)	X	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)	X	Trust
(4)		General assets of the sponsor

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)	X	**R** (Retirement Plan Information)
(2)		**MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
(3)	X	**SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules

(1)	X	**H** (Financial Information)
(2)		**I** (Financial Information – Small Plan)
(3)		**A** (Insurance Information)
(4)		**C** (Service Provider Information)
(5)	X	**D** (DFE/Participating Plan Information)
(6)		**G** (Financial Transaction Schedules)

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

2010

This Form is Open to Public Inspection

For calendar plan year 2010 or fiscal plan year beginning 02/01/2010 and ending 01/31/2011

▶ **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. AND ITS AFFILIATES

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: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [ ] 100 or fewer [ ] 101-500 [X] More than 500

Part I Basic Information

1 Enter the valuation date: Month 02 Day 01 Year 2010

2 Assets:

a	Market value	**2a**	60194262
b	Actuarial value	**2b**	60194262

3 Funding target/participant count breakdown

			(1) Number of participants	**(2)** Funding Target
a	For retired participants and beneficiaries receiving payment	**3a**	257	25248040
b	For terminated vested participants	**3b**	173	4106975
c	For active participants:			
	(1) Non-vested benefits	**3c(1)**		1511496
	(2) Vested benefits	**3c(2)**		28440165
	(3) Total active	**3c(3)**	429	29951661
d	Total	**3d**	859	59306676

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**	6.55 %
6	Target normal cost	**6**	1946838

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

	10/14/2011
Signature of actuary	Date
DELBERT ZAMORA	11-07322
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 [ ]

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)	900795	0
8	Portion used to offset prior year's funding requirement (Item 35 from prior year)		
9	Amount remaining (Item 7 minus item 8)	900795	0
10	Interest on item 9 using prior year's actual return of 23.14 %	208444	
11	Prior year's excess contributions to be added to prefunding balance:		
	a Excess contributions (Item 38 from prior year)		813122
	b Interest on (a) using prior year's effective rate of 8.17 %		66432
	c Total available at beginning of current plan year to add to prefunding balance		879554
	d Portion of (c) to be added to prefunding balance		879554
12	Reduction in balances due to elections or deemed elections		
13	Balance at beginning of current year (item 9 + item 10 + item 11d – item 12)	1109239	879554

Part III Funding percentages

14	Funding target attainment percentage	14	98.14 %
15	Adjusted funding target attainment percentage	15	98.14 %
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	100.62 %
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
			Totals ► 18(b)	0	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	
	b Contributions made to avoid restrictions adjusted to valuation date	19b	
	c Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c	0

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:	
4.51 %	6.64 %	6.75 %	☐ N/A, full yield curve used

b Applicable month (enter code) **21b** 0

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**

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** 1946838

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**

34 Total funding requirement before reflecting carryover/prefunding balances (item 31 + item 32a + item 32b – item 33)..... **34** 1946838

	Carryover balance	Prefunding balance	Total balance
35 Balances used to offset funding requirement	1109239	837599	1946838

36 Additional cash requirement (item 34 minus item 35)..... **36** 0

37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (Item 19c)..... **37** 0

38 Interest-adjusted excess contributions for current year (see instructions)..... **38** 0

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

SCHEDULE D (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

DFE/Participating Plan Information

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

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2010

This Form is Open to Public Inspection.

For calendar plan year 2010 or fiscal plan year beginning 02/01/2010 and ending 01/31/2011

A Name of plan
RETIREMENT PLAN FOR EMPLOYEES OF HARBISON-FISCHER MANUFACTURING CO. AND ITS AFFILIATES

B Three-digit plan number (PN) ▶ 001

C Plan or DFE sponsor's name as shown on line 2a of Form 5500
HARBISON-FISCHER MANUFACTURING CO.

D Employer Identification Number (EIN)
75-0861442

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)

a Name of MTIA, CCT, PSA, or 103-12 IE: TOTAL RETURN BOND FUND G

b Name of sponsor of entity listed in (a): WELLS FARGO BANK

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)
94-3222878-001	C	0

a Name of MTIA, CCT, PSA, or 103-12 IE: WELLS FARGO LG CAP VALUE IND FUND G

b Name of sponsor of entity listed in (a): WELLS FARGO BANK

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)
52-2265227-001	C	0

a Name of MTIA, CCT, PSA, or 103-12 IE: WELLS FARGO INT'L EQUITY FUND G

b Name of sponsor of entity listed in (a): WELLS FARGO BANK

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)
52-2265229-001	C	0

a Name of MTIA, CCT, PSA, or 103-12 IE: WELLS FARGO LARGE CAP VALUE FUND G

b Name of sponsor of entity listed in (a): WELLS FARGO BANK

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)
52-2251391-001	C	0

a Name of MTIA, CCT, PSA, or 103-12 IE: WF LARGE CAP GROWTH INDEX FUND G

b Name of sponsor of entity listed in (a): WELLS FARGO BANK

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)
52-2265232-001	C	0

a Name of MTIA, CCT, PSA, or 103-12 IE: WF RUSSELL 2000 INDEX FUND G

b Name of sponsor of entity listed in (a): WELLS FARGO BANK

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)
52-2265233-001	C	0

a Name of MTIA, CCT, PSA, or 103-12 IE: RUSSELL 1000 VALUE INDEX SEC LENDIN

b Name of sponsor of entity listed in (a): STATE STREET

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)
04-0025081-001	C	0

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) 0

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 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 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 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 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 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 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 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 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

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b Name of plan sponsor	**c** EIN-PN

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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

2010

This Form is Open to Public Inspection

For calendar plan year 2010 or fiscal plan year beginning 02/01/2010 and ending 01/31/2011

A Name of plan
RETIREMENT PLAN FOR EMPLOYEES OF HARBISON-FISCHER MANUFACTURING CO. AND ITS AFFILIATES

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
HARBISON-FISCHER MANUFACTURING CO.

D Employer Identification Number (EIN)
75-0861442

Part I Asset and Liability Statement

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	93824	
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	3000000	
(2) Participant contributions	1b(2)		
(3) Other	1b(3)	20859	
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)	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)	323482	
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)	1146876	
(B) Common	1c(4)(B)	18892946	
(5) Partnership/joint venture interests	1c(5)	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)	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)	21545459	
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
(15) Other	1c(15)		

			(a) Beginning of Year	(b) End of Year
1d	Employer-related investments:			
	(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	60349534	0
	Liabilities			
g	Benefit claims payable	1g		
h	Operating payables	1h		
i	Acquisition indebtedness	1i		
j	Other liabilities	1j		
k	Total liabilities (add all amounts in lines 1g through1j)	1k	0	0
	Net Assets			
l	Net assets (subtract line 1k from line 1f)	1l	60349534	0

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) Amount	(b) Total
a	**Contributions:**			
	(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)		
	(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)		0
b	**Earnings on investments:**			
	(1) Interest:			
	(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)	857	
	(B) U.S. Government securities	2b(1)(B)		
	(C) Corporate debt instruments	2b(1)(C)	17826	
	(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)		18683
	(2) Dividends: **(A)** Preferred stock	2b(2)(A)	98405	
	(B) Common stock	2b(2)(B)	600156	
	(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	562603	
	(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		1261164
	(3) Rents	2b(3)		
	(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)	104728776	
	(B) Aggregate carrying amount (see instructions)	2b(4)(B)	101548539	
	(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		3180237

		(a) Amount	(b) Total
2b (5) Unrealized appreciation (depreciation) of assets: (A) Real estate	2b(5)(A)		
(B) Other	2b(5)(B)	1090627	
(C) Total unrealized appreciation of assets. Add lines 2b(5)(A) and (B)	2b(5)(C)		1090627
(6) Net investment gain (loss) from common/collective trusts	2b(6)		999463
(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)		1786734
c Other income	2c		26221
d Total income. Add all **income** amounts in column (b) and enter total	2d		8363129
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	3143028	
(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)		3143028
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions)	2g		
h Interest expense	2h		
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)	8746	
(5) Total administrative expenses. Add lines 2i(1) through (4)	2i(5)		8746
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		3151774
Net Income and Reconciliation			
k Net income (loss). Subtract line 2j from line 2d	2k		5211355
l Transfers of assets:			
(1) To this plan	2l(1)		10363904
(2) From this plan	2l(2)		75924793

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) [X] Disclaimer (4) [ ] Adverse

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

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

(1) Name: SPROLES WOODARD LLP (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.)	4a		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.)	4b		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.)	4c		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.)	4d		X	
e	Was this plan covered by a fidelity bond?	4e	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?	4f		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?	4g		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?	4h		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.)	4i	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.)	4j	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?	4k	X		
l	Has the plan failed to provide any benefit when due under the plan?	4l		X	
m	If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	4m		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.	4n			

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)
DOVER CORPORATION PENSION PLAN	53-0257888	004

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

2010

This Form is Open to Public Inspection.

For calendar plan year 2010 or fiscal plan year beginning 02/01/2010 and ending 01/31/2011

A Name of plan
RETIREMENT PLAN FOR EMPLOYEES OF HARBISON-FISCHER MANUFACTURING CO. AND ITS AFFILIATES

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
HARBISON-FISCHER MANUFACTURING CO.

D Employer Identification Number (EIN)
75-0861442

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** 0

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** 0

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section of 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**

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):

---

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):

SprolesWoodard LLP
Certified Public Accountants

777 Main Street, Suite 3250
Fort Worth, TX 76102-5304
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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, 2011 and 2010, and for the year ended January 31, 2011, and supplemental schedules as of and for the year ended January 31, 2011, 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 5, 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, 2011 and 2010, 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.

Sproles Woodard LLP

Fort Worth, Texas
November 15, 2011

Fort Worth
Midland
Artesia

Member
American Institute of Certified
Public Accountants

Member
AGN International
Affiliated Firms Worldwide

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

Schedule SB Part V: Statement of Actuarial Method/Assumptions

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 market value.

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

Schedule SB Part V: Statement of Actuarial Method/Assumptions

Funding Target Rates

Segment 1 – 4.51%

Segment 2 – 6.64%

Segment 3 – 6.75%

Effective Interest Rate – 6.55%

Interest Rate – FASB ASC Topic 960

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 – FASB ASC Topic 960

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.

Changes in Actuarial Assumptions

Effective February 1, 2010, the following changes were made to the actuarial assumptions to better reflect anticipated experience:

Description of Actuarial Assumptions	***Current Assumption***	***Previous Assumption***
Funding Target Rates	February Segment Rates	October 2008 Yield Curve

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

Schedule SB Part V: Summary of Plan Provisions

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, 2010) 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 last plan amendment was executed January 22, 2010.

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:

Years of Vesting Service	Vested Percentage
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. <u>Early Retirement</u>

(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:

Years of Credited Service	Percentage
Less then 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

	Years of Service										
Age	<1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40&Up	Total
0-24	-	16	3	-	-	-	-	-	-	-	19
25-29	-	22	12	1	-	-	-	-	-	-	35
30-34	-	15	9	-	-	-	-	-	-	-	24
35-39	-	9	10	4	2	-	-	-	-	-	25
40-44	-	25	14	3	5	4	-	-	-	-	51
45-49	-	20	17	11	7	7	10	3	-	-	75
50-54	-	17	9	7	8	6	19	23	1	-	90
55-59	-	7	10	6	2	3	13	12	2	-	55
60-64	-	-	5	1	7	5	6	10	4	4	42
65-69	-	1	-	1	1	-	2	1	1	2	9
70&Up	-	-	-	-	1	-	-	1	-	2	4
Total	-	132	89	34	33	25	50	50	8	8	429

Average Compensation by Age and Service Groups

	Years of Service										
Age	<1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40&Up	Average
0-24	-	36,447	44,100	-	-	-	-	-	-	-	37,655
25-29	-	38,474	49,848	50,962	-	-	-	-	-	-	42,730
30-34	-	41,312	49,493	-	-	-	-	-	-	-	44,380
35-39	-	46,731	58,389	52,805	53,271	-	-	-	-	-	52,889
40-44	-	38,936	46,092	45,085	205,719	57,782	-	-	-	-	59,091
45-49	-	54,835	49,695	49,952	52,215	59,239	68,571	53,965	-	-	54,917
50-54	-	43,614	55,726	52,080	55,330	52,497	66,222	55,992	60,696	-	55,243
55-59	-	48,583	77,192	56,376	61,903	53,594	55,415	73,779	55,616	-	62,760
60-64	-	-	90,008	61,992	65,822	52,197	152,870	50,341	49,502	54,258	73,082
65-69	-	63,702	-	43,519	56,348	-	47,717	63,367	62,655	126,970	70,996
70&Up	-	-	-	-	53,738	-	-	32,287	-	705,845	374,429
Average	-	43,069	55,881	51,624	79,937	55,302	73,540	58,683	54,074	235,333	60,654

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

2010

This Form is Open to Public Inspection

For calendar plan year 2010 or fiscal plan year beginning 02/01/2010 and ending 01/31/2011

▶ **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: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [ ] 100 or fewer [ ] 101-500 [X] More than 500

Part I Basic Information

1 Enter the valuation date: Month 2 Day 1 Year 2010

2	Assets:			
	a Market value		**2a**	60,194,262
	b Actuarial value		**2b**	60,194,262
3	Funding target/participant count breakdown		(1) Number of participants	(2) Funding Target
	a For retired participants and beneficiaries receiving payment	**3a**	257	25,248,040
	b For terminated vested participants	**3b**	173	4,106,975
	c For active participants:			
	(1) Non-vested benefits	**3c(1)**		1,511,496
	(2) Vested benefits	**3c(2)**		28,440,165
	(3) Total active	**3c(3)**	429	29,951,661
	d Total	**3d**	859	59,306,676
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**	6.55 %
6	Target normal cost		**6**	1,946,838

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

Signature of actuary

11/14/2011
Date

Delbert Zamora
Type or print name of actuary

11-07322
Most recent enrollment number

Milliman, Inc.
Firm name

(214)863-5500
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 [ ]

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)	900,795	0
8	Portion used to offset prior year's funding requirement (Item 35 from prior year)		
9	Amount remaining (Item 7 minus item 8)	900,795	0
10	Interest on item 9 using prior year's actual return of 23.14 %	208,444	
11	Prior year's excess contributions to be added to prefunding balance:		
a	Excess contributions (Item 38 from prior year)		813,122
b	Interest on (a) using prior year's effective rate of 8.17 %		66,432
c	Total available at beginning of current plan year to add to prefunding balance		879,554
d	Portion of (c) to be added to prefunding balance		879,554
12	Reduction in balances due to elections or deemed elections		
13	Balance at beginning of current year (item 9 + item 10 + item 11d - item 12)	1,109,239	879,554

Part III Funding percentages

14	Funding target attainment percentage	14	98.14 %
15	Adjusted funding target attainment percentage	15	98.14 %
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	100.62 %
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
			Totals ▶ 18(b)	0	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	
b	Contributions made to avoid restrictions adjusted to valuation date	19b	
c	Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c	0

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
4.51 %	6.64 %	6.75 %	

b Applicable month (enter code) **21b** 0

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**	
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**	1,946,838
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**	
34 Total funding requirement before reflecting carryover/prefunding balances (item 31 + item 32a + item 32b - item 33)		**34**	1,946,838

	Carryover balance	Prefunding balance	Total balance
35 Balances used to offset funding requirement	1,109,239	837,599	1,946,838

36 Additional cash requirement (item 34 minus item 35)	**36**	0
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (Item 19c)	**37**	0
38 Interest-adjusted excess contributions for current year (see instructions)	**38**	0
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

Attachment to 2010 Form 5500
Schedule SB, line 22 - Description of Weighted Average Retirement Age

Plan Name Retirement Plan for Employees of Harbison-Fischer Manufacturing Co. **EIN:** 75-0861442
Plan Sponsor's Name Harbison-Fischer Manufacturing Co. **PN:** 001

The weighted average retirement age is equal to the normal retirement age of 65.

List the rate of retirement at each age and describe the methodology used to compute the weighted average retirement age, including a description of the weight applied at each potential retirement age.
It is assumed that all participants retire at the normal retirement age of 65.

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

Schedule SB Part V: Statement of Actuarial Method/Assumptions

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 market value.

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

Schedule SB Part V: Statement of Actuarial Method/Assumptions

Funding Target Rates

Segment 1 – 4.51%

Segment 2 – 6.64%

Segment 3 – 6.75%

Effective Interest Rate – 6.55%

Interest Rate – FASB ASC Topic 960

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 – FASB ASC Topic 960

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.

Changes in Actuarial Assumptions

Effective February 1, 2010, the following changes were made to the actuarial assumptions to better reflect anticipated experience:

Description of Actuarial Assumptions	*Current Assumption*	*Previous Assumption*
Funding Target Rates	February Segment Rates	October 2008 Yield Curve

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

Schedule SB Part V: Summary of Plan Provisions

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, 2010) 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 last plan amendment was executed January 22, 2010.

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:

Years of Vesting Service	Vested Percentage
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. <u>Early Retirement</u>

(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:

Years of Credited Service	Percentage
Less then 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

	Years of Service										
Age	<1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40&Up	Total
0-24	-	16	3	-	-	-	-	-	-	-	19
25-29	-	22	12	1	-	-	-	-	-	-	35
30-34	-	15	9	-	-	-	-	-	-	-	24
35-39	-	9	10	4	2	-	-	-	-	-	25
40-44	-	25	14	3	5	4	-	-	-	-	51
45-49	-	20	17	11	7	7	10	3	-	-	75
50-54	-	17	9	7	8	6	19	23	1	-	90
55-59	-	7	10	6	2	3	13	12	2	-	55
60-64	-	-	5	1	7	5	6	10	4	4	42
65-69	-	1	-	1	1	-	2	1	1	2	9
70&Up	-	-	-	-	1	-	-	1	-	2	4
Total	-	132	89	34	33	25	50	50	8	8	429

Average Compensation by Age and Service Groups

	Years of Service										
Age	<1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40&Up	Average
0-24	-	36,447	44,100	-	-	-	-	-	-	-	37,655
25-29	-	38,474	49,848	50,962	-	-	-	-	-	-	42,730
30-34	-	41,312	49,493	-	-	-	-	-	-	-	44,380
35-39	-	46,731	58,389	52,805	53,271	-	-	-	-	-	52,889
40-44	-	38,936	46,092	45,085	205,719	57,782	-	-	-	-	59,091
45-49	-	54,835	49,695	49,952	52,215	59,239	68,571	53,965	-	-	54,917
50-54	-	43,614	55,726	52,080	55,330	52,497	66,222	55,992	60,696	-	55,243
55-59	-	48,583	77,192	56,376	61,903	53,594	55,415	73,779	55,616	-	62,760
60-64	-	-	90,008	61,992	65,822	52,197	152,870	50,341	49,502	54,258	73,082
65-69	-	63,702	-	43,519	56,348	-	47,717	63,367	62,655	126,970	70,996
70&Up	-	-	-	-	53,738	-	-	32,287	-	705,845	374,429
Average	-	43,069	55,881	51,624	79,937	55,302	73,540	58,683	54,074	235,333	60,654

Supplemental Schedules

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, 2011

(a) Identity of issue, borrower, lessor or similar party	(b) Description of investment including par value or number of shares held	(c) Costs of acquisitions	(d) Proceeds of dispositions
DEUTSCHE BANK AG REG SHS	250.0000	$ 11,431	$ 11,431
HELEN OF TROY LIMITED	243.0000	5,937	5,937
UTI WORLDWIDE INC	3,400.0000	56,102	72,360
UBS AG -NEW	2,550.0000	34,774	34,774
WF CAPITAL GROWTH FUND G	2,027.4045	29,834	29,834
WF SHORT-TERM INVESTMENT FUND G	5,279,541.7700	5,279,542	5,279,542
WF ADV 100% TREAS MM FD-SVC CL #008	7,890,836.9300	7,890,837	7,890,837
WF ADV GOVT MM FD-INSTL #1751	59,191,839.6000	59,191,840	59,191,840
FLEXTRONICS INTL LTD	2,440.0000	14,991	14,991
ACTUANT CORP-CL A	2,650.0000	52,455	69,841
ACXIOM CORP COM	7,350.0000	141,987	130,001
AEGON N.V. - ADR	5,300.0000	33,468	33,468
ALBERTO-CULVER CO	1,750.0000	51,931	65,826
ALLSCRIPTS HEALTHCARE SOLUTIONS INC	3,250.0000	67,639	66,786
AMERICAN CAPITAL AGENCY CORP	10,000.0000	260,948	260,948
AMERICAN EAGLE OUTFITTERS INC NEW	4,100.0000	52,924	58,871
AMERICAN ITALIAN PASTA CO CL A	115.0000	4,580	4,580
AMERICAN STATES WATER COMPANY COM	140.0000	4,690	4,690
APPLIED INDL TECHNOLOGIES INC COM	166.0000	3,913	3,913
ASSISTED LIVING CONCEPTS I-A	760.0000	21,452	25,683
ASTELLAS PHARMA INC - ADR	2,580.0000	84,361	97,622
BP PLC - ADR	590.0000	31,941	31,941
BORG WARNER INC.	99.0000	3,851	3,851
BRIGHAM EXPL CO	3,200.0000	47,698	82,824
BROCADE COMMUNICATIONS SYSTEMS	14,150.0000	80,534	80,534
BROOKLINE BANCORP INC	318.0000	3,296	3,296
BRUNSWICK CORP	4,050.0000	66,187	80,249
CRH PLC - ADR	6,050.0000	109,832	125,366
CARPENTER TECHNOLOGY CORP	1,650.0000	45,548	69,725
CATHAY BANCORP INC	7,494.0000	93,839	118,425
CEMEX S.A.B DE C.C. ADR	3,047.8800	25,385	25,385
CHILDRENS PL RETAIL STORES INC COM	3,084.0000	141,536	137,789
CHINA MEDIAEXPRESS HOLDINGS IN	4,000.0000	82,730	79,908
CIRCOR INTERNATIONAL INC -WI	87.0000	2,720	2,720
CNINSURE INC ADR	5,000.0000	111,429	90,059
COMTECH TELECOMMUNICATIONS CORP	70.0000	2,303	2,303
CONCHO RESOURCES INC	50.0000	4,296	4,296
CONSTELLATION BRANDS INC	3,100.0000	56,434	58,790
CYTEC INDS INC COM	250.0000	12,611	12,611

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, 2011

(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
DAIICHI SANKYO COMPANY LIMITED - ADR	4,420.0000	$ 89,415	$ 93,055
DECKERS OUTDOOR CORP	821.0000	4,614	4,614
DICKS SPORTING GOODS INC	2,100.0000	50,989	73,489
ENI SPA - ADR	1,630.0000	74,074	74,074
EMCOR GROUP INC COM	134.0000	3,187	3,187
EXPEDIA INC DEL	2,300.0000	55,686	55,045
EZCORP INC	277.0000	5,649	5,649
FIRSTMERIT CORPORATION COM	6,432.0000	117,160	122,437
FRANCE TELECOM - ADR	3,410.0000	61,595	61,595
GAFISA SA ADR	5,000.0000	13,750	13,750
GARDNER DENVER INC COMMON STOCK	1,050.0000	52,766	74,086
GREATBATCH INC	4,296.0000	98,233	99,227
GROUP 1 AUTOMOTIVE INC	4,554.0000	144,289	159,168
HMS HLDGS CORP	950.0000	53,548	63,294
HANOVER INS GROUP INC	76.0000	3,255	3,255
HATTERAS FINANCIAL CORP	4,000.0000	111,571	111,571
HEALTH MGMT ASSOC INC NEW CL A	19,801.0000	172,760	175,660
HEALTHCARE RLTY TR COM	154.0000	3,246	3,246
HELIX ENERGY SOLUTIONS INC	6,938.0000	81,736	78,186
HONDA MOTOR CO., LTD. - ADR	1,440.0000	43,012	43,012
IBERIABANK CORP	2,513.0000	134,803	145,769
ITALCEMENTI S.P.A. - ADR	5,160.0000	62,185	46,993
JO-ANN STORES INC	2,571.0000	110,902	148,430
JONES LANG LASALLE INC	900.0000	76,271	79,936
JOS A BANK CLOTHIERS INC	1,200.0000	2,898	2,898
LHC GROUP INC	83.0000	2,465	2,465
LIBBEY INC 1 COM & 1 RT	5,018.0000	73,223	75,204
LIFE TIME FITNESS INC	1,750.0000	66,611	69,993
MTS SYS CORP	95.0000	2,774	2,774
MAGELLAN HEALTH SERVICES INC	100.0000	4,312	4,312
MEDASSETS INC	650.0000	13,944	13,944
MERIT MEDICAL SYS INC	2,596.0000	42,870	37,506
METROPCS COMMUNICATIONS INC	6,550.0000	57,129	83,511
MIZUHO FINL GROUP INC ADR	5,000.0000	15,806	15,806
MODINE MFG CO	3,008.0000	51,737	49,681
NASDAQ OMX GRP INC	2,800.0000	67,788	68,431
NATIONAL FUEL GAS CO N J	72.0000	3,697	3,697
NATIONAL RETAIL PPTYS INC	136.0000	2,934	2,934
NEWMARKET CORP	1,026.0000	105,240	125,073
99 CENTS ONLY STORES COM	7,686.0000	123,974	116,692
NUANCE COMMUNICATIONS INC	50.0000	880	880
OIL STATES INTERNATIONAL INC	2,164.0000	116,910	135,721
OMNIVISION TECHNOLOGIES	181.0000	2,599	2,599
OSHKOSH CORPORATION	84.0000	3,112	3,112
OWENS & MINOR INC COM	617.0000	1,455	1,455
P F CHANGS CHINA BISTRO INC	3,429.0000	153,543	159,527

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, 2011

(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
PAREXEL INTL CORP COM	4,050.0000	$ 83,527	$ 84,909
PATTERSON-UTI ENERGY INC	3,170.0000	51,411	62,455
PENN VIRGINIA CORP	101.0000	2,613	2,613
PERRIGO CO	97.0000	5,082	5,082
PETROLEO BRASILEIRO S.A. - ADR	2,740.0000	90,686	90,113
PIONEER DRILLING CO	13,865.0000	112,324	115,123
PROSPERITY BANCSHARES INC	1,750.0000	54,912	54,912
RLI CORP COM	69.0000	3,759	3,759
RTI INTERNATIONAL METALS	4,090.0000	100,681	109,547
RANGE RES CORP	1,550.0000	58,849	70,787
RAYMOND JAMES FINL INC	500.0000	15,756	15,756
RAYONIER INC COM	114.0000	4,886	4,886
ROBERT HALF INTL INC	350.0000	10,597	10,597
SERVICE CORP INTL	386.0000	3,262	3,262
SEVEN & I HOLDINGS CO., LTD ADR	2,400.0000	114,215	124,664
SILGAN HLDGS INC COM	3,841.0000	58,883	62,146
SONIC CORP	10,995.0000	119,881	100,330
SPIRIT AEROSYTSEMS HOLD-CL A	4,000.0000	80,397	93,339
STIFEL FINANCIAL CORP	90.0000	4,985	4,985
SUSQUEHANNA BANCSHARES INC PA COM	5,838.0000	51,782	46,031
SWIFT ENERGY COMPANY	120.0000	3,926	3,926
SWISS REINSURANCE COMPANY - ADR	1,150.0000	45,690	45,690
SYBASE INC	1,300.0000	55,367	83,685
SYNOVUS FINL CORP	18,400.0000	54,706	38,157
TELEFONOS DE MEXICO S.A.B. DE ADR	2,280.0000	32,238	32,238
TEMPLETON GLOBAL BOND FD-ADV #616	225,076.9880	2,944,709	2,944,709
TEMPLETON INSTL FOREIGN SM CO FD 458	179,574.1940	2,864,047	2,864,047
TEREX CORP NEW	2,400.0000	66,041	74,549
TETRA TECHNOLOGIES INC DEL	261.0000	3,098	3,098
TIBCO SOFTWARE INC	100.0000	1,203	1,203
TIDEWATER INC	104.0000	4,756	4,756
TOTAL S.A. - ADR	3,610.0000	201,331	209,489
TOYOTA MOTOR CORPORATION - ADR	1,290.0000	91,438	91,438
UIL HOLDINGS	128.0000	3,670	3,670
UMPQUA HOLDINGS CORP	278.0000	3,527	3,527
UNIVERSAL FST PRODS INC COM	60.0000	2,190	2,190
WMS INDS INC	1,250.0000	55,969	56,220
WABTEC CORP	67.0000	2,625	2,625
WARNACO GROUP INC	1,150.0000	63,716	58,580
WASHINGTON FED INC COM	174.0000	3,402	3,402
WATTS WATER TECHNOLOGIES INC	151.0000	4,558	4,558
WEIS MKTS INC	75.0000	2,663	2,663
WEST PHARMACEUTICAL SVCS INC	78.0000	3,172	3,172
WILLIAMS SONOMA INC	1,900.0000	52,672	61,255
WINTRUST FINL CORP	1,583.0000	52,240	52,799
WORLD FUEL SERVICES CORP COM	95.0000	2,554	2,554

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, 2011

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
ZAGG INC	12,659.0000	$ 109,405	$ 105,241
ZIONS BANCORP	2,750.0000	52,621	67,071
TOTAL RETURN BOND FUND G	7,196.0520	210,389	210,389
WF INTERNATIONAL EQUITY FUND G	2,197.3990	102,455	102,455
WF LARGE CAP VALUE INDEX FUND G	2,132.3490	22,347	22,347
WF LARGE CAP GROWTH INDEX FUND G	2,071.7810	15,506	15,506
WF RUSSELL 2000 INDEX FUND G	1,536.8910	20,033	20,033
WF LARGE CAP VALUE FUND G	1,407.5380	15,538	15,538
Total Assets Acquired and Disposed of Within Year		$ 84,956,688	$ 85,358,860

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, 2011

(a)	(b)		(c)	(d)	(g)	(h)	(i)
Identity of party involved	Description of asset	Number of transactions	Purchase price	Selling price	Cost of asset	Current value of asset on transaction date	Net gain (loss)
Series of Transactions	WELLS FARGO SHORT-TERM INVESTMENT FUND G	29	$ 5,279,542				
	WELLS FARGO SHORT-TERM INVESTMENT FUND G	27		$ 5,632,422	$ 5,632,422	$ 5,632,422	
	WELLS FARGO 100% TREAS MONEY MARKET FD SVC CLASS	84	7,890,834				
	WELLS FARGO 100% TREAS MONEY MARKET FD SVC CLASS	13		8,007,495	8,007,495	8,007,495	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	362	59,191,840				
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	156		61,781,420	61,781,420	61,781,420	
	LKCM FIXED INCOME FUND	4	149,890				
	LKCM FIXED INCOME FUND	1		3,815,395	3,642,829	3,815,395	172,566
	PIMCO TOTAL RETURN FUND INST	12	729,678				
	PIMCO TOTAL RETURN FUND INST	2		11,094,626	10,813,232	11,094,626	281,394
	STATE STREET RUSSEL 1000 VALUE FUND	2		4,782,834	3,762,155	4,782,834	1,020,679
	TEMPLETON GLOBAL BOND FUND ADV	7	2,944,709				
	TEMPLETON GLOBAL BOND FUND ADV	1		3,031,787	2,944,709	3,031,787	87,078
	TEMPLETON INSTL FOREIGN SM CO FD	6	2,864,049				
	TEMPLETON INSTL FOREIGN SM CO FD	1		3,192,829	2,864,049	3,192,829	328,780

(e) Lease rental - none.

(f) Expense incurred with transaction - none.

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, 2011

(a)	(b)		(c)	(d)	(g)	(h)	(i)
Identity of party involved	Description of asset	Number of transactions	Purchase price	Selling price	Cost of asset	Current value of asset on transaction date	Net gain (loss)
Single Transaction	WELLS FARGO SHORT-TERM INVESTMENT FUND G	1	2,999,578		2,999,578	2,999,578	
	WELLS FARGO SHORT-TERM INVESTMENT FUND G	1		3,090,337	3,090,337	3,090,337	-
	WELLS FARGO 100% TREAS MONEY MARKET FD SVC CLASS	1	2,902,722		2,902,722	2,902,722	
	WELLS FARGO 100% TREAS MONEY MARKET FD SVC CLASS	1		6,164,959	6,164,959	6,164,959	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,000,000		3,000,000	3,000,000	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	7,438,622		7,438,622	7,438,622	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		7,917,735	7,917,735	7,917,735	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	9,336,552		9,336,552	9,336,552	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		9,336,602	9,336,602	9,336,602	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	4,902,033		4,902,033	4,902,033	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		5,039,483	5,039,483	5,039,483	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	4,025,078		4,025,078	4,025,078	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		4,071,870	4,071,870	4,071,870	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,815,395		3,815,395	3,815,395	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		3,815,916	3,815,916	3,815,916	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,600,391		3,600,391	3,600,391	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		3,713,738	3,713,738	3,713,738	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,031,787		3,031,787	3,031,787	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		3,031,792	3,031,792	3,031,792	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,192,829		3,192,829	3,192,829	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		3,192,834	3,192,834	3,192,834	-
	LKCM FIXED INCOME FUND	1		3,815,395	3,642,829	3,642,829	172,566
	PIMCO TOTAL RETURN FUND INST	1		9,336,552	9,168,974	9,168,974	167,578
	STATE STREET RUSSEL 1000 VALUE FUND	1		4,025,078	3,083,131	3,083,131	941,947
	TEMPLETON GLOBAL BOND FUND ADV	1		3,031,787	2,944,709	2,944,709	87,078
	TEMPLETON INSTL FOREIGN SM CO FD	1		3,192,829	2,864,047	2,864,047	328,782

(e) Lease rental - none.

(f) Expense incurred with transaction - none.

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, 2011

(a)	(b)	(c)	(d)	(g)	(h)	(i)
Identity of party involved	Description of asset	Number of transactions	Purchase price	Selling price	Cost of asset	Current value of asset on transaction date	Net gain (loss)
Series of Transactions - Same Person							
AMERITRADE, INC.	VARIOUS INVESTMENTS	87	5,404,894	7,370,396	5,404,894	7,370,396	1,965,502
RBC DAIN RAUSCHER INC.	VARIOUS INVESTMENTS	53	2,580,521	3,611,830	2,580,521	3,611,830	1,031,309
CITIGROUP GLOBAL MARKETS	VARIOUS INVESTMENTS	79	9,136,691	7,840,757	9,136,691	7,840,757	(1,295,934)
WEEDEN & COMPANY	VARIOUS INVESTMENTS	204	4,053,730	4,428,498	4,053,730	4,428,498	374,768
LIQUIDNET, INC.	VARIOUS INVESTMENTS	106	5,152,755	6,144,193	5,152,755	6,144,193	991,438

(e) Lease rental - none.

(f) Expense incurred with transaction - none.

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

Financial Statements and Supplemental Schedules

As of January 31, 2011 and 2010, and For the Year Ended January 31, 2011

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

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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.

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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, 2011 and 2010, and for the year ended January 31, 2011, and supplemental schedules as of and for the year ended January 31, 2011, 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 5, 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, 2011 and 2010, 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.

Sproles Woodard LLP

Fort Worth, Texas
November 15, 2011

Fort Worth
Midland
Artesia

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American Institute of Certified
Public Accountants

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Affiliated Firms Worldwide

Retirement Plan for Employees of
Harbison-Fischer Manufacturing Company and Its Affiliates
Statements of Net Assets Available for Benefits
As of January 31, 2011 and 2010

	2011	2010
Assets		
Investments, at quoted market value:		
Cash and equivalents	$ -	$ 3,152,939
Corporate debt securities		323,482
Equity securities		20,039,822
Mutual funds		21,545,459
Common trusts		7,390,485
Investments, at estimated market value:		
Interests in limited partnerships		4,876,488
	-	57,328,675
Receivables:		
Accrued employer contributions		3,000,000
Accrued investment income		20,859
	-	3,020,859
Net Assets Available for Benefits	$ -	$ 60,349,534

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, 2011

	2011
Additions to net assets	
Employer contribution	$ -
Investment income	
Net appreciation of investments	7,057,061
Dividends	1,261,164
Interest	18,683
Other income	26,221
	8,363,129
Deductions to net assets	
Benefit payments	3,143,028
Administrative expenses	8,745
	3,151,773
Net Change In Net Assets Available For Benefits	5,211,356
Net assets available for benefits - beginning of year	60,349,534
Net Transfer of Assets	(65,560,890)
Net Assets Available For Benefits - End Of Year	$ -

See accompanying 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"). On January 31, 2011, following the merger with Dover Corporation, all of the Plan's assets were transferred to the Dover Corporation Pension Plan which will manage the operation and administration of the Plan going forward. As of January 31, 2011, the Plan has retained Wells Fargo as its trustee and investment manager. 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.

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' vested percentage will be 100% in all retirement benefits upon completion of five years or more of vesting service to the Company. Prior to the completion of five or more years of vesting service, the vested percentage is zero, in accordance with the following schedule:

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

Forfeiture
A participant who is less than 100% vested will forfeit the non-vested portion of his Accrued Benefit, if he terminates employment and either receives a Cash-Out Distribution or incurs five consecutive One Year Breaks-in-Service. If a participant subsequently returns to an eligible Employee Classification, he will immediately become completely reinstated with his previously credited Years of Service.

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. 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 2011 and 2010 comply with the minimum funding requirements of ERISA.

Plan Merger
Effective January 31, 2011, Harbison-Fischer Manufacturing Company merged its qualified U.S. defined benefit pension plan into the Dover Corporation Pension Plan. The net assets of the Plan were transferred to the Dover Corporation Pension Plan. Accordingly, all benefits earned under the Plan and contributions due to the Plan prior to January 31, 2011, will be payable or receivable in accordance with the Plan out of or into the Dover Corporation Pension Plan. The management of the company believes that the Plan merger was a tax exempt transaction under the applicable provisions of the Internal Revenue Code, and therefore, is not subject to federal income taxes.

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.

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 Present Value of accumulated plan benefits
Accumulated plan benefits are those future periodic payments, including lump sum distributions that are attributable under the Plan's provisions to the service employees have rendered. The actuarial present value of accumulated plan benefits has been determined by an independent actuary and is the that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money and the probability of payment between the benefit information date and the expected payment date.

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 6.

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

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.

3. Risks and Uncertainties

Investment securities are exposed to various risks, such as interest rate, market, and credit. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in risks in the near term would materially affect the amount reported in the statement of net assets available for benefits and the statement of changes in net assets available for benefits.

4. 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.

5. 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 $0 at January 31, 2011, and $57,328,675 at January 31, 2010.

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

	2011	2010
Investments at quoted fair market values:		
Cash and equivalents	$ -	$ 3,152,939
Corporate debt securities		323,482
Equity securities		20,039,822
Mutual funds		21,545,459
Common trusts		7,390,485
	-	52,452,187
Investments at estimated market value:		
Interests in limited partnerships		4,876,488
	-	4,876,488
	$ -	$ 57,328,675

Other information for the year ended January 31, 2011:	
Net appreciation of investments	$ 7,057,061
Interest and dividends	1,279,847
Other income	26,221

As a result of the merger, there were no individual investments comprising 5% or more of net assets available for benefits as of January 31, 2011.

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 #932	3,642,070
Common Trusts:	
Russell 1000 Value Index Securities Fund	4,143,417
Investments in Partnerships:	
Ashford Capital Partners LP	3,866,223

During the year ended January 31, 2011, the net appreciation of the Plan's investments, including realized gains and losses, is as follows:

Investments at quoted market value:	
Debt securities	$ 3,518
Equity securities	3,235,814
Mutual funds	1,786,734
Common trusts	999,463
	6,025,529
Investments at estimated market value:	
Interests in limited partnerships	1,031,532
	$ 7,057,061

6. Actuarial Present Value of Accumulated Plan Benefits

The present values of the accumulated Plan benefits at January 31, 2011 for the Plan years listed below, based on the actuarial valuations on these dates, are as follows:

	2011	2010
Vested benefits:		
Participants currently receiving benefits	$ -	$ 24,899,606
Other participants		32,633,070
		57,532,676
Nonvested benefits		2,610,323
	$ -	$ 60,142,999

Changes in the present value of accumulated Plan benefits for the years ended January 31, 2011 and 2010, are as follows:

	2011	2010
Actuarial present value of accumulated Plan benefits at the beginning of the year	$ 60,142,999	$ 57,473,429
Increase (decrease) during the year attributable to:		
Benefits accumulated	2,377,003	2,367,569
Assumed interest from the beginning of the Plan year	3,515,663	3,358,060
Benefits paid	(3,143,028)	(3,056,059)
Assumption changes	(9,621,984)	
Transfer on January 31, 2011 to Dover Corporation Pension Plan	(53,270,653)	
Net increase	(60,142,999)	2,669,570
Actuarial present value of accumulated Plan benefits at the end of the year	$ -	$ 60,142,999

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
Disability rates	1952 Society of Actuaries Intercompany Disability Study

7. 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.
- 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, 2011:

	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ -	$ -	$ -	$ -
Debt securities				
Equity securities				
Mutual funds				
Common trusts				
Interests in limited partnerships				
	$ -	$ -	$ -	$ -

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
	$ 39,100,860	$ 13,351,327	$ 4,876,488	$ 57,328,675

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, 2011:

Balance at February 1, 2010	$ 4,876,488
Net Appraciation	$ 1,031,532
Purchases	$ 62,864
Transfers out	(5,970,884)
Balance at January 31, 2011	$ -

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

8. 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.

9. Subsequent Events

The Plan has evaluated subsequent events through November 15, 2011, which is the date the financial statements were available to be issued.

Supplemental Schedules

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, 2011

(a) Identity of issue, borrower, lessor or similar party	(b) Description of investment including par value or number of shares held	(c) Costs of acquisitions	(d) Proceeds of dispositions
DEUTSCHE BANK AG REG SHS	250.0000	$ 11,431	$ 11,431
HELEN OF TROY LIMITED	243.0000	5,937	5,937
UTI WORLDWIDE INC	3,400.0000	56,102	72,360
UBS AG -NEW	2,550.0000	34,774	34,774
WF CAPITAL GROWTH FUND G	2,027.4045	29,834	29,834
WF SHORT-TERM INVESTMENT FUND G	5,279,541.7700	5,279,542	5,279,542
WF ADV 100% TREAS MM FD-SVC CL #008	7,890,836.9300	7,890,837	7,890,837
WF ADV GOVT MM FD-INSTL #1751	59,191,839.6000	59,191,840	59,191,840
FLEXTRONICS INTL LTD	2,440.0000	14,991	14,991
ACTUANT CORP-CL A	2,650.0000	52,455	69,841
ACXIOM CORP COM	7,350.0000	141,987	130,001
AEGON N.V. - ADR	5,300.0000	33,468	33,468
ALBERTO-CULVER CO	1,750.0000	51,931	65,826
ALLSCRIPTS HEALTHCARE SOLUTIONS INC	3,250.0000	67,639	66,786
AMERICAN CAPITAL AGENCY CORP	10,000.0000	260,948	260,948
AMERICAN EAGLE OUTFITTERS INC NEW	4,100.0000	52,924	58,871
AMERICAN ITALIAN PASTA CO CL A	115.0000	4,580	4,580
AMERICAN STATES WATER COMPANY COM	140.0000	4,690	4,690
APPLIED INDL TECHNOLOGIES INC COM	166.0000	3,913	3,913
ASSISTED LIVING CONCEPTS I-A	760.0000	21,452	25,683
ASTELLAS PHARMA INC - ADR	2,580.0000	84,361	97,622
BP PLC - ADR	590.0000	31,941	31,941
BORG WARNER INC.	99.0000	3,851	3,851
BRIGHAM EXPL CO	3,200.0000	47,698	82,824
BROCADE COMMUNICATIONS SYSTEMS	14,150.0000	80,534	80,534
BROOKLINE BANCORP INC	318.0000	3,296	3,296
BRUNSWICK CORP	4,050.0000	66,187	80,249
CRH PLC - ADR	6,050.0000	109,832	125,366
CARPENTER TECHNOLOGY CORP	1,650.0000	45,548	69,725
CATHAY BANCORP INC	7,494.0000	93,839	118,425
CEMEX S.A.B DE C.C. ADR	3,047.8800	25,385	25,385
CHILDRENS PL RETAIL STORES INC COM	3,084.0000	141,536	137,789
CHINA MEDIAEXPRESS HOLDINGS IN	4,000.0000	82,730	79,908
CIRCOR INTERNATIONAL INC -WI	87.0000	2,720	2,720
CNINSURE INC ADR	5,000.0000	111,429	90,059
COMTECH TELECOMMUNICATIONS CORP	70.0000	2,303	2,303
CONCHO RESOURCES INC	50.0000	4,296	4,296
CONSTELLATION BRANDS INC	3,100.0000	56,434	58,790
CYTEC INDS INC COM	250.0000	12,611	12,611

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(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
DAIICHI SANKYO COMPANY LIMITED - ADR	4,420.0000	$ 89,415	$ 93,055
DECKERS OUTDOOR CORP	821.0000	4,614	4,614
DICKS SPORTING GOODS INC	2,100.0000	50,989	73,489
ENI SPA - ADR	1,630.0000	74,074	74,074
EMCOR GROUP INC COM	134.0000	3,187	3,187
EXPEDIA INC DEL	2,300.0000	55,686	55,045
EZCORP INC	277.0000	5,649	5,649
FIRSTMERIT CORPORATION COM	6,432.0000	117,160	122,437
FRANCE TELECOM - ADR	3,410.0000	61,595	61,595
GAFISA SA ADR	5,000.0000	13,750	13,750
GARDNER DENVER INC COMMON STOCK	1,050.0000	52,766	74,086
GREATBATCH INC	4,296.0000	98,233	99,227
GROUP 1 AUTOMOTIVE INC	4,554.0000	144,289	159,168
HMS HLDGS CORP	950.0000	53,548	63,294
HANOVER INS GROUP INC	76.0000	3,255	3,255
HATTERAS FINANCIAL CORP	4,000.0000	111,571	111,571
HEALTH MGMT ASSOC INC NEW CL A	19,801.0000	172,760	175,660
HEALTHCARE RLTY TR COM	154.0000	3,246	3,246
HELIX ENERGY SOLUTIONS INC	6,938.0000	81,736	78,186
HONDA MOTOR CO., LTD. - ADR	1,440.0000	43,012	43,012
IBERIABANK CORP	2,513.0000	134,803	145,769
ITALCEMENTI S.P.A. - ADR	5,160.0000	62,185	46,993
JO-ANN STORES INC	2,571.0000	110,902	148,430
JONES LANG LASALLE INC	900.0000	76,271	79,936
JOS A BANK CLOTHIERS INC	1,200.0000	2,898	2,898
LHC GROUP INC	83.0000	2,465	2,465
LIBBEY INC 1 COM & 1 RT	5,018.0000	73,223	75,204
LIFE TIME FITNESS INC	1,750.0000	66,611	69,993
MTS SYS CORP	95.0000	2,774	2,774
MAGELLAN HEALTH SERVICES INC	100.0000	4,312	4,312
MEDASSETS INC	650.0000	13,944	13,944
MERIT MEDICAL SYS INC	2,596.0000	42,870	37,506
METROPCS COMMUNICATIONS INC	6,550.0000	57,129	83,511
MIZUHO FINL GROUP INC ADR	5,000.0000	15,806	15,806
MODINE MFG CO	3,008.0000	51,737	49,681
NASDAQ OMX GRP INC	2,800.0000	67,788	68,431
NATIONAL FUEL GAS CO N J	72.0000	3,697	3,697
NATIONAL RETAIL PPTYS INC	136.0000	2,934	2,934
NEWMARKET CORP	1,026.0000	105,240	125,073
99 CENTS ONLY STORES COM	7,686.0000	123,974	116,692
NUANCE COMMUNICATIONS INC	50.0000	880	880
OIL STATES INTERNATIONAL INC	2,164.0000	116,910	135,721
OMNIVISION TECHNOLOGIES	181.0000	2,599	2,599
OSHKOSH CORPORATION	84.0000	3,112	3,112
OWENS & MINOR INC COM	617.0000	1,455	1,455
P F CHANGS CHINA BISTRO INC	3,429.0000	153,543	159,527

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January 31, 2011

(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
PAREXEL INTL CORP COM	4,050.0000	$ 83,527	$ 84,909
PATTERSON-UTI ENERGY INC	3,170.0000	51,411	62,455
PENN VIRGINIA CORP	101.0000	2,613	2,613
PERRIGO CO	97.0000	5,082	5,082
PETROLEO BRASILEIRO S.A. - ADR	2,740.0000	90,686	90,113
PIONEER DRILLING CO	13,865.0000	112,324	115,123
PROSPERITY BANCSHARES INC	1,750.0000	54,912	54,912
RLI CORP COM	69.0000	3,759	3,759
RTI INTERNATIONAL METALS	4,090.0000	100,681	109,547
RANGE RES CORP	1,550.0000	58,849	70,787
RAYMOND JAMES FINL INC	500.0000	15,756	15,756
RAYONIER INC COM	114.0000	4,886	4,886
ROBERT HALF INTL INC	350.0000	10,597	10,597
SERVICE CORP INTL	386.0000	3,262	3,262
SEVEN & I HOLDINGS CO., LTD ADR	2,400.0000	114,215	124,664
SILGAN HLDGS INC COM	3,841.0000	58,883	62,146
SONIC CORP	10,995.0000	119,881	100,330
SPIRIT AEROSYTSEMS HOLD-CL A	4,000.0000	80,397	93,339
STIFEL FINANCIAL CORP	90.0000	4,985	4,985
SUSQUEHANNA BANCSHARES INC PA COM	5,838.0000	51,782	46,031
SWIFT ENERGY COMPANY	120.0000	3,926	3,926
SWISS REINSURANCE COMPANY - ADR	1,150.0000	45,690	45,690
SYBASE INC	1,300.0000	55,367	83,685
SYNOVUS FINL CORP	18,400.0000	54,706	38,157
TELEFONOS DE MEXICO S.A.B. DE ADR	2,280.0000	32,238	32,238
TEMPLETON GLOBAL BOND FD-ADV #616	225,076.9880	2,944,709	2,944,709
TEMPLETON INSTL FOREIGN SM CO FD 458	179,574.1940	2,864,047	2,864,047
TEREX CORP NEW	2,400.0000	66,041	74,549
TETRA TECHNOLOGIES INC DEL	261.0000	3,098	3,098
TIBCO SOFTWARE INC	100.0000	1,203	1,203
TIDEWATER INC	104.0000	4,756	4,756
TOTAL S.A. - ADR	3,610.0000	201,331	209,489
TOYOTA MOTOR CORPORATION - ADR	1,290.0000	91,438	91,438
UIL HOLDINGS	128.0000	3,670	3,670
UMPQUA HOLDINGS CORP	278.0000	3,527	3,527
UNIVERSAL FST PRODS INC COM	60.0000	2,190	2,190
WMS INDS INC	1,250.0000	55,969	56,220
WABTEC CORP	67.0000	2,625	2,625
WARNACO GROUP INC	1,150.0000	63,716	58,580
WASHINGTON FED INC COM	174.0000	3,402	3,402
WATTS WATER TECHNOLOGIES INC	151.0000	4,558	4,558
WEIS MKTS INC	75.0000	2,663	2,663
WEST PHARMACEUTICAL SVCS INC	78.0000	3,172	3,172
WILLIAMS SONOMA INC	1,900.0000	52,672	61,255
WINTRUST FINL CORP	1,583.0000	52,240	52,799
WORLD FUEL SERVICES CORP COM	95.0000	2,554	2,554

Retirement Plan for Employees of
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Plan No. 001, EIN 75-0861442
Schedule H, Line 4i - Schedule of Assets (Acquired and Disposed of Within Year)
January 31, 2011

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
ZAGG INC	12,659.0000	$ 109,405	$ 105,241
ZIONS BANCORP	2,750.0000	52,621	67,071
TOTAL RETURN BOND FUND G	7,196.0520	210,389	210,389
WF INTERNATIONAL EQUITY FUND G	2,197.3990	102,455	102,455
WF LARGE CAP VALUE INDEX FUND G	2,132.3490	22,347	22,347
WF LARGE CAP GROWTH INDEX FUND G	2,071.7810	15,506	15,506
WF RUSSELL 2000 INDEX FUND G	1,536.8910	20,033	20,033
WF LARGE CAP VALUE FUND G	1,407.5380	15,538	15,538
Total Assets Acquired and Disposed of Within Year		$ 84,956,688	$ 85,358,860

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, 2011

(a)	(b)		(c)	(d)	(g)	(h)	(i)
Identity of party involved	Description of asset	Number of transactions	Purchase price	Selling price	Cost of asset	Current value of asset on transaction date	Net gain (loss)
Series of Transactions	WELLS FARGO SHORT-TERM INVESTMENT FUND G	29	$ 5,279,542				
	WELLS FARGO SHORT-TERM INVESTMENT FUND G	27		$ 5,632,422	$ 5,632,422	$ 5,632,422	
	WELLS FARGO 100% TREAS MONEY MARKET FD SVC CLASS	84	7,890,834				
	WELLS FARGO 100% TREAS MONEY MARKET FD SVC CLASS	13		8,007,495	8,007,495	8,007,495	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	362	59,191,840				
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	156		61,781,420	61,781,420	61,781,420	
	LKCM FIXED INCOME FUND	4	149,890				
	LKCM FIXED INCOME FUND	1		3,815,395	3,642,829	3,815,395	172,566
	PIMCO TOTAL RETURN FUND INST	12	729,678				
	PIMCO TOTAL RETURN FUND INST	2		11,094,626	10,813,232	11,094,626	281,394
	STATE STREET RUSSEL 1000 VALUE FUND	2		4,782,834	3,762,155	4,782,834	1,020,679
	TEMPLETON GLOBAL BOND FUND ADV	7	2,944,709				
	TEMPLETON GLOBAL BOND FUND ADV	1		3,031,787	2,944,709	3,031,787	87,078
	TEMPLETON INSTL FOREIGN SM CO FD	6	2,864,049				
	TEMPLETON INSTL FOREIGN SM CO FD	1		3,192,829	2,864,049	3,192,829	328,780

(e) Lease rental - none.

(f) Expense incurred with transaction - none.

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, 2011

(a)	(b)		(c)	(d)	(g)	(h)	(i)
Identity of party involved	Description of asset	Number of transactions	Purchase price	Selling price	Cost of asset	Current value of asset on transaction date	Net gain (loss)
Single Transaction	WELLS FARGO SHORT-TERM INVESTMENT FUND G	1	2,999,578		2,999,578	2,999,578	
	WELLS FARGO SHORT-TERM INVESTMENT FUND G	1		3,090,337	3,090,337	3,090,337	-
	WELLS FARGO 100% TREAS MONEY MARKET FD SVC CLASS	1	2,902,722		2,902,722	2,902,722	
	WELLS FARGO 100% TREAS MONEY MARKET FD SVC CLASS	1		6,164,959	6,164,959	6,164,959	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,000,000		3,000,000	3,000,000	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	7,438,622		7,438,622	7,438,622	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		7,917,735	7,917,735	7,917,735	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	9,336,552		9,336,552	9,336,552	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		9,336,602	9,336,602	9,336,602	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	4,902,033		4,902,033	4,902,033	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		5,039,483	5,039,483	5,039,483	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	4,025,078		4,025,078	4,025,078	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		4,071,870	4,071,870	4,071,870	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,815,395		3,815,395	3,815,395	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		3,815,916	3,815,916	3,815,916	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,600,391		3,600,391	3,600,391	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		3,713,738	3,713,738	3,713,738	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,031,787		3,031,787	3,031,787	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		3,031,792	3,031,792	3,031,792	-
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1	3,192,829		3,192,829	3,192,829	
	WELLS FARGO GOVT MONEY MARKET FD - INSTL	1		3,192,834	3,192,834	3,192,834	-
	LKCM FIXED INCOME FUND	1		3,815,395	3,642,829	3,642,829	172,566
	PIMCO TOTAL RETURN FUND INST	1		9,336,552	9,168,974	9,168,974	167,578
	STATE STREET RUSSEL 1000 VALUE FUND	1		4,025,078	3,083,131	3,083,131	941,947
	TEMPLETON GLOBAL BOND FUND ADV	1		3,031,787	2,944,709	2,944,709	87,078
	TEMPLETON INSTL FOREIGN SM CO FD	1		3,192,829	2,864,047	2,864,047	328,782

(e) Lease rental - none.

(f) Expense incurred with transaction - none.

Retirement Plan for Employees of
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Plan No. 001, EIN 75-0861442
Schedule H, Line 4j – Schedule of Reportable Transactions
January 31, 2011

(a)	(b)		(c)	(d)	(g)	(h)	(i)
Identity of party involved	Description of asset	Number of transactions	Purchase price	Selling price	Cost of asset	Current value of asset on transaction date	Net gain (loss)
Series of Transactions - Same Person							
AMERITRADE, INC.	VARIOUS INVESTMENTS	87	5,404,894	7,370,396	5,404,894	7,370,396	1,965,502
RBC DAIN RAUSCHER INC.	VARIOUS INVESTMENTS	53	2,580,521	3,611,830	2,580,521	3,611,830	1,031,309
CITIGROUP GLOBAL MARKETS	VARIOUS INVESTMENTS	79	9,136,691	7,840,757	9,136,691	7,840,757	(1,295,934)
WEEDEN & COMPANY	VARIOUS INVESTMENTS	204	4,053,730	4,428,498	4,053,730	4,428,498	374,768
LIQUIDNET, INC.	VARIOUS INVESTMENTS	106	5,152,755	6,144,193	5,152,755	6,144,193	991,438

(e) Lease rental - none.

(f) Expense incurred with transaction - none.

Attachment to 2010 Form 5500
Schedule SB, line 22 - Description of Weighted Average Retirement Age

Plan Name Retirement Plan for Employees of Harbison-Fischer Manufacturing Co. **EIN:** 75-0861442
Plan Sponsor's Name Harbison-Fischer Manufacturing Co. **PN:** 001

The weighted average retirement age is equal to the normal retirement age of 65 .

List the rate of retirement at each age and describe the methodology used to compute the weighted average retirement age, including a description of the weight applied at each potential retirement age.
It is assumed that all participants retire at the normal retirement age of 65.