UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)
☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended April 2, 2011

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from ________ to _________

Commission file number 1-11406

KADANT INC.

(Exact name of registrant as specified in its charter)

Delaware	52-1762325
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)

One Technology Park Drive	
Westford, Massachusetts	01886
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (978) 776-2000

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.
Large accelerated filer ☐ Accelerated Filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at April 29, 2011
Common Stock, $.01 par value	12,304,045

PART I – FINANCIAL INFORMATION

Item 1 – Financial Statements

KADANT INC.

Condensed Consolidated Balance Sheet
(Unaudited)

Assets

(In thousands)		April 2, 2011		January 1, 2011
Current Assets:				
Cash and cash equivalents	$	54,963	$	61,805
Restricted cash (Note 2)		2,272		–
Accounts receivable, less allowances of $2,229 and $2,185		52,261		49,897
Inventories (Note 6)		51,517		41,628
Other current assets		13,105		9,876
Assets of discontinued operation		394		401
Total Current Assets		174,512		163,607
Property, Plant, and Equipment, at Cost		102,517		99,346
Less: accumulated depreciation and amortization		65,048		62,435
		37,469		36,911
Other Assets (including $415 of restricted cash at April 2, 2011; Note 2)		36,919		38,266
Goodwill		100,608		97,988
Total Assets	$	349,508	$	336,772

The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.

Condensed Consolidated Balance Sheet (continued)
(Unaudited)

Liabilities and Shareholders' Investment

(In thousands, except share amounts)	April 2, 2011	January 1, 2011
Current Liabilities:		
Short-term obligations and current maturities of long-term obligations	$ 500	$ 5,500
Accounts payable	26,054	23,756
Accrued payroll and employee benefits	11,795	15,739
Customer deposits	27,114	19,269
Other current liabilities	18,121	17,940
Liabilities of discontinued operation	2,397	2,397
Total Current Liabilities	85,981	84,601
Other Long-Term Liabilities	27,228	27,620
Long-Term Obligations (Note 8)	17,125	17,250
Shareholders' Investment:		
Preferred stock, $.01 par value, 5,000,000 shares authorized; none issued	–	–
Common stock, $.01 par value, 150,000,000 shares authorized; 14,624,159 shares issued	146	146
Capital in excess of par value	92,441	92,935
Retained earnings	170,922	165,131
Treasury stock at cost, 2,320,114 and 2,369,422 shares	(47,771)	(48,786)
Accumulated other comprehensive items (Note 4)	1,802	(3,586)
Total Kadant Shareholders' Investment	217,540	205,840
Noncontrolling interest	1,634	1,461
Total Shareholders' Investment	219,174	207,301
Total Liabilities and Shareholders' Investment	$ 349,508	$ 336,772

The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.

Condensed Consolidated Statement of Income
(Unaudited)

(In thousands, except per share amounts)	Three Months Ended April 2, 2011	Three Months Ended April 3, 2010
Revenues	$ 71,680	$ 61,121
Costs and Operating Expenses:		
Cost of revenues	37,587	34,246
Selling, general, and administrative expenses	24,473	21,124
Research and development expenses	1,312	1,372
Restructuring and other income, net (Note 10)	–	(302)
	63,372	56,440
Operating Income	8,308	4,681
Interest Income	99	38
Interest Expense	(257)	(358)
Income from Continuing Operations Before Provision for Income Taxes	8,150	4,361
Provision for Income Taxes (Note 7)	2,273	716
Income from Continuing Operations	5,877	3,645
Loss from Discontinued Operation (net of income tax benefit of $3 and $3)	(4)	(4)
Net Income	5,873	3,641
Net Income Attributable to Noncontrolling Interest	(82)	(30)
Net Income Attributable to Kadant	$ 5,791	$ 3,611
Amounts Attributable to Kadant:		
Income from Continuing Operations	$ 5,795	$ 3,615
Loss from Discontinued Operation	(4)	(4)
Net Income Attributable to Kadant	$ 5,791	$ 3,611
Basic and Diluted Earnings per Share from Continuing Operations (Note 5)	$ .47	$ .29
Basic and Diluted Earnings per Share (Note 5)	$ .47	$ .29
Weighted Average Shares (Note 5):		
Basic	12,267	12,411
Diluted	12,408	12,492

The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.

Condensed Consolidated Statement of Cash Flows
(Unaudited)

(In thousands)	Three Months Ended April 2, 2011	Three Months Ended April 3, 2010
Operating Activities:		
Net income attributable to Kadant	$ 5,791	$ 3,611
Net income attributable to noncontrolling interest	82	30
Loss from discontinued operation	4	4
Income from continuing operations	5,877	3,645
Adjustments to reconcile income from continuing operations to net cash provided by (used in) operating activities:		
Depreciation and amortization	1,865	1,658
Stock-based compensation expense	824	454
Provision for losses on accounts receivable	194	170
Gain on the sale of property, plant, and equipment	(5)	(314)
Other items, net	519	624
Changes in current assets and liabilities, net of effects of acquisitions:		
Accounts receivable	(1,207)	(5,234)
Unbilled contract costs and fees	(622)	(1,356)
Inventories	(8,809)	(3,265)
Other current assets	(2,357)	(1,262)
Accounts payable	1,561	5,121
Other current liabilities	2,752	404
Contributions to pension plan	(225)	(1,200)
Net cash provided by (used in) continuing operations	367	(555)
Net cash provided by discontinued operation	3	3
Net cash provided by (used in) operating activities	370	(552)
Investing Activities:		
Acquisition consideration (Note 3)	(412)	–
Purchases of property, plant, and equipment	(1,164)	(539)
Proceeds from sale of property, plant, and equipment	7	676
Other, net	31	–
Net cash (used in) provided by continuing operations for investing activities	(1,538)	137
Financing Activities:		
Repayments of short- and long-term obligations	(5,125)	(125)
Increase in restricted cash (Note 2)	(2,687)	–
Proceeds from issuance of Company common stock	149	–
Other, net	5	1
Net cash used in continuing operations for financing activities	(7,658)	(124)
Exchange Rate Effect on Cash and Cash Equivalents	1,984	(1,493)
Decrease in Cash and Cash Equivalents	(6,842)	(2,032)
Cash and Cash Equivalents at Beginning of Period	61,805	45,675
Cash and Cash Equivalents at End of Period	$ 54,963	$ 43,643
Non-cash Financing Activities:		
Issuance of Company common stock	$ 657	$ 298

The accompanying notes are an integral part of these condensed consolidated financial statements.

KADANT INC.

Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. General

The interim condensed consolidated financial statements and related notes presented have been prepared by Kadant Inc. (also referred to in this document as “we,” “Kadant,” “the Company,” or “the Registrant”), are unaudited, and, in the opinion of management, reflect all adjustments of a normal recurring nature necessary for a fair statement of the Company’s financial position at April 2, 2011, and its results of operations and cash flows for the three-month periods ended April 2, 2011 and April 3, 2010. Interim results are not necessarily indicative of results for a full year.

The condensed consolidated balance sheet presented as of January 1, 2011, has been derived from the consolidated financial statements that have been audited by the Company’s independent registered public accounting firm. The condensed consolidated financial statements and related notes are presented as permitted by Form 10-Q and do not contain certain information included in the annual consolidated financial statements and related notes of the Company. The condensed consolidated financial statements and notes included herein should be read in conjunction with the consolidated financial statements and related notes included in the Company’s Annual Report on Form 10-K for the fiscal year ended January 1, 2011, filed with the Securities and Exchange Commission.

Certain prior-period amounts within operating activities in the statement of cash flows have been reclassified from other items, net, and shown separately within operating activities to conform to the 2011 presentation.

2. Restricted Cash

As of April 2, 2011, the Company had $2,687,000 of restricted cash, including $2,272,000 in current assets and $415,000 in other assets. This cash serves as collateral for bank guarantees primarily associated with providing assurance to customers in China that the Company will fulfill certain customer obligations entered into in the normal course of business. The restricted cash has been classified as either a current or long-term asset based on the length of time that the applicable bank guarantee will be outstanding. All of the bank guarantees will expire by September 30, 2012.

3. Acquisitions

In 2010, the Company’s Papermaking Systems segment completed acquisitions of a Canadian-based supplier of pressure screen baskets and a related dewatering equipment product line, as well as a European supplier of fluid-handling systems. The Company made additional purchase price payments totaling $412,000 in the first quarter of 2011 related to these acquisitions.

4. Comprehensive Income (Loss)

Comprehensive income (loss) attributable to Kadant combines net income, other comprehensive items, and comprehensive (income) loss attributable to noncontrolling interest. Other comprehensive items represent certain amounts that are reported as components of shareholders' investment in the accompanying condensed consolidated balance sheet, including foreign currency translation adjustments, deferred gains and losses and unrecognized prior service cost associated with pension and other post-retirement plans, and deferred gains and losses on hedging instruments. The components of comprehensive income (loss) attributable to Kadant are as follows:

(In thousands)	Three Months Ended April 2, 2011	Three Months Ended April 3, 2010
Net Income	$ 5,873	$ 3,641
Other Comprehensive Items:		
Foreign Currency Translation Adjustment	6,150	(3,905)
Pension and Other Post-Retirement Liability Adjustments, net (net of income tax of $44 and $42 in 2011 and 2010, respectively)	(877)	80
Deferred Gain (Loss) on Hedging Instruments (net of income tax of $7 and $155 in 2011 and 2010, respectively)	206	(341)
	5,479	(4,166)
Comprehensive Income (Loss)	11,352	(525)
Comprehensive (Income) Loss Attributable to Noncontrolling Interest	(173)	48
Comprehensive Income (Loss) Attributable to Kadant	$ 11,179	$ (477)

5. Earnings per Share

Basic and diluted earnings per share are calculated as follows:

(In thousands, except per share amounts)	Three Months Ended April 2, 2011	Three Months Ended April 3, 2010
Amounts Attributable to Kadant:		
Income from Continuing Operations	$ 5,795	$ 3,615
Loss from Discontinued Operation	(4)	(4)
Net Income	$ 5,791	$ 3,611
Basic Weighted Average Shares	12,267	12,411
Effect of Stock Options, Restricted Stock Units and Employee Stock Purchase Plan	141	81
Diluted Weighted Average Shares	12,408	12,492
Basic and Diluted Earnings per Share:		
Continuing Operations	$ .47	$ .29
Discontinued Operation	–	–
Net Income	$ .47	$ .29

Options to purchase approximately 25,000 and 75,000 shares of common stock for the first quarters of 2011 and 2010, respectively, were not included in the computation of diluted earnings per share because the options' exercise prices were greater than the average market price for the common stock during the period and the effect of their inclusion would have been anti-dilutive.

6. Inventories

The components of inventories are as follows:

(In thousands)	April 2, 2011	January 1, 2011
Raw Materials and Supplies	$ 21,211	$ 16,718
Work in Process	12,772	8,584
Finished Goods	17,534	16,326
	$ 51,517	$ 41,628

7. Income Taxes

The provision for income taxes was $2,273,000 and $716,000 in the first quarters of 2011 and 2010, respectively, and represented 28% and 16% of pre-tax income. The effective tax rate of 28% in the first quarter of 2011 consisted of a 27% recurring tax rate and a 1% non-recurring tax expense associated with the Company's foreign operations. The 27% recurring rate was lower than the Company's statutory rate primarily due to the distribution of worldwide earnings and the expected utilization of foreign tax credits that were fully reserved in prior periods. The effective tax rate of 16% in the first quarter of 2010 consisted of a 20% recurring tax rate, offset by a 4% non-recurring tax benefit associated with the Company's foreign operations. The 20% recurring rate was lower than the Company's statutory rate principally due to the expected utilization of foreign tax credits that had been fully reserved in prior periods.

The Company has established valuation allowances related to certain domestic and foreign deferred tax assets and tax credits. The valuation allowance as of January 1, 2011 was $25,884,000, consisting of $11,375,000 in the U.S. and $14,509,000 in foreign jurisdictions. Compliance with Accounting Standards Codification (ASC) 740 requires the Company to periodically evaluate the necessity of establishing or adjusting a valuation allowance for deferred tax assets depending on whether it is more likely than not that a related tax benefit will be recognized in future periods. When assessing the need for a valuation allowance in a tax jurisdiction, the Company evaluates the weight of all available evidence to determine whether it is more likely than not that some portion or all of the deferred income tax assets will not be realized. As part of this evaluation, the Company considers its cumulative three-year history of earnings before income taxes, taxable income in prior carryback years, future reversals of existing taxable temporary differences, prudent and feasible tax planning strategies, and expected future results of operations. As of April 2, 2011, the Company was in a three-year cumulative income position in the U.S.; however, due to the uncertainty of profitability in future periods, the Company has maintained its full valuation allowance in the U.S. Assuming, among other positive and negative factors, that the Company meets its estimates of 2011 forecasted earnings in the U.S., it may release a portion of its U.S. valuation allowance during 2011. The Company's full valuation allowance in certain foreign jurisdictions was maintained as of April 2, 2011 as a result of the foreign subsidiaries being in a three-year cumulative loss position and the uncertainty of future profitability. Assuming, among other positive and negative factors, that certain of the Company's foreign subsidiaries meet their estimates of 2011 forecasted earnings, these foreign jurisdictions would be in a three-year cumulative income position and a portion of the foreign valuation allowance may be released during 2011.

KADANT INC.

Notes to Condensed Consolidated Financial Statements
(Unaudited)

8. Long-Term Obligations

Long-term obligations are as follows:

(In thousands)	April 2, 2011	January 1, 2011
Revolving Credit Facility	$ 10,000	$ 15,000
Variable Rate Term Loan, due from 2011 to 2016	7,625	7,750
Total Short- and Long-Term Obligations	17,625	22,750
Less: Short-Term Obligations and Current Maturities	(500)	(5,500)
Long-Term Obligations, less Current Maturities	$ 17,125	$ 17,250

The weighted average interest rate for the Company's long-term obligations was 4.90% as of April 2, 2011.

Revolving Credit Facility

On February 13, 2008, the Company entered into a five-year unsecured revolving credit facility (2008 Credit Agreement) in the aggregate principal amount of up to $75,000,000. The 2008 Credit Agreement also includes an uncommitted unsecured incremental borrowing facility of up to an additional $75,000,000. The principal on any borrowings made under the 2008 Credit Agreement is due on February 13, 2013. As of April 2, 2011, the outstanding balance on the 2008 Credit Agreement was $10,000,000 and the Company had $64,050,000 of borrowing capacity available under the committed portion of the 2008 Credit Agreement. The amount the Company is able to borrow under the 2008 Credit Agreement is the total borrowing capacity less any outstanding borrowings, letters of credit and multi-currency borrowings issued under the 2008 Credit Agreement.

Commercial Real Estate Loan

On May 4, 2006, the Company borrowed $10,000,000 under a promissory note (2006 Commercial Real Estate Loan), which is repayable in quarterly installments of $125,000 over a ten-year period with the remaining principal balance of $5,000,000 due upon maturity. As of April 2, 2011, the remaining balance on the 2006 Commercial Real Estate Loan was $7,625,000. The 2006 Commercial Real Estate Loan is guaranteed and secured by real estate and related personal property of the Company and certain of its domestic subsidiaries, located in Theodore, Alabama; Auburn, Massachusetts; and Three Rivers, Michigan, pursuant to mortgage and security agreements dated May 4, 2006.

9. Warranty Obligations

The Company provides for the estimated cost of product warranties at the time of sale based on the actual historical occurrence rates and repair costs. The Company typically negotiates the terms regarding warranty coverage and length of warranty depending on the products and applications. While the Company engages in extensive product quality programs and processes, the Company's warranty obligation is affected by product failure rates, repair costs, service delivery costs incurred in correcting a product failure, and supplier warranties on parts delivered to the Company. Should actual product failure rates, repair costs, service delivery costs, or supplier warranties on parts differ from the Company's estimates, revisions to the estimated warranty liability would be required.

9. Warranty Obligations (continued)

The changes in the carrying amount of accrued warranty costs included in other current liabilities in the accompanying condensed consolidated balance sheet are as follows:

(In thousands)	Three Months Ended April 2, 2011
Balance at January 1, 2011	$ 3,778
Provision	556
Usage	(325)
Currency translation	150
Balance at April 2, 2011	$ 4,159

See Note 17 for warranty information related to the discontinued operation.

10. Restructuring and Other Income, Net

Restructuring and other income, net in the first quarter of 2010 consisted of net restructuring income of $17,000 from adjustments related to prior period restructurings and a pre-tax gain of $285,000 from the sale of real estate in the U.S.

2008 Restructuring Plan

The Company recorded total restructuring costs of $4,515,000 in prior periods associated with its 2008 Restructuring Plan. These restructuring costs included facility-related costs of $385,000 and severance and associated costs of $4,130,000 related to the reduction of 329 employees in China, North America, Latin America, and Europe, all in its Papermaking Systems segment. These actions were taken to adjust the Company's cost structure and streamline its operations in response to the weak economic environment, which accelerated in the fourth quarter of 2008, and its negative impact on then current and projected order volumes, especially in its stock-preparation product line.

A summary of the changes in accrued restructuring costs is as follows:

(In thousands)	Severance Costs
2008 Restructuring Plan	
Balance at January 1, 2011	$ 433
Payments	(43)
ency translation	3
Balance at April 2, 2011	$ 393

The Company expects to pay the remaining accrued restructuring costs from 2011 to 2015.

11. Business Segment Information

The Company has combined its operating entities into one reportable operating segment, Papermaking Systems, and a separate product line, Fiber-based Products. In classifying operational entities into a particular segment, the Company aggregated businesses with similar economic characteristics, products and services, production processes, customers, and methods of distribution.

(In thousands)	Three Months Ended April 2, 2011	Three Months Ended April 3, 2010
Revenues:		
Papermaking Systems	$ 67,534	$ 57,469
Fiber-based Products	4,146	3,652
	$ 71,680	$ 61,121
Income from Continuing Operations Before Provision for Income Taxes:		
Papermaking Systems	$ 10,697	$ 6,304
Corporate and Fiber-based Products (a)	(2,389)	(1,623)
Total Operating Income	8,308	4,681
Interest Expense, Net	(158)	(320)
	$ 8,150	$ 4,361
Capital Expenditures:		
Papermaking Systems	$ 1,164	$ 526
Corporate and Fiber-based Products	–	13
	$ 1,164	$ 539

(a) Corporate primarily includes general and administrative expenses.

12. Stock-Based Compensation

Stock Options

On March 9, 2011, the Company granted stock options to purchase 81,637 shares of the Company's common stock to certain officers of the Company. The stock options will vest in three equal annual installments beginning on March 9, 2012, provided that the executive officer remains employed by the Company on the applicable vesting dates. In addition, in 2010, the Company granted stock options to purchase 140,000 shares of the Company's common stock to certain officers of the Company. The Company is recognizing compensation expense associated with these stock options ratably over the vesting period based on the grant date fair value. Compensation expense of $109,000 and $29,000 associated with these stock options was recognized in the first quarters of 2011 and 2010, respectively. Unrecognized compensation expense related to these stock options totaled approximately $1,688,000 at April 2, 2011, and will be recognized over a weighted average period of 2.5 years.

12. Stock-Based Compensation (continued)

A summary of the Company's stock option activity for the first quarter of 2011 is as follows:

	Shares (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life
Options Outstanding at January 1, 2011	161	$ 14.82	
Granted	82	$ 24.90	
Exercised	(8)	$ 20.01	
Options Outstanding at April 2, 2011	235	$ 18.15	8.9 years

Restricted Stock Units

On March 10, 2011, the Company granted an aggregate of 25,000 restricted stock units (RSUs) to its non-employee directors with an aggregate fair value of $613,800, which will vest at a rate of 6,250 shares per quarter on the last day of each quarter in 2011, provided that the recipient is serving as a director on the applicable vesting date.

In the first quarter of 2011, the Company also granted to one of its non-employee directors 10,000 RSUs with an aggregate fair value of $245,500. The Company also granted to its non-employee directors an aggregate of 40,000 RSUs in prior periods. These RSUs will only vest and compensation expense related to these RSUs will only be recognized upon a change in control as defined in the Company's 2006 equity incentive plan. The 50,000 RSUs will be forfeited if a change in control does not occur before the last day of the first quarter of 2015.

Performance-Based Restricted Stock Units

On March 9, 2011, the Company granted to certain officers of the Company performance-based RSUs, which represented, in aggregate, the right to receive 56,698 shares (the target RSU amount), subject to adjustment, with a grant date fair value of $24.90 per share. The RSUs are subject to adjustment based on the achievement of the performance measure selected for the 2011 fiscal year, which is the target adjusted earnings before interest, taxes, depreciation, and amortization (EBITDA), as defined and adjusted in accordance with the RSU agreement, generated from continuing operations. The RSUs are adjusted by comparing the actual adjusted EBITDA for the performance period to the target adjusted EBITDA. Actual adjusted EBITDA between 50% and 115% of the target adjusted EBITDA results in an adjustment of 50% to 150% of the RSU amount. If actual adjusted EBITDA is below 50% of the target adjusted EBITDA for the 2011 fiscal year, all RSUs will be forfeited. In the first quarter of 2011, the Company recognized compensation expense based on the probable number of RSUs expected to vest, which was 150% of the target RSU amount. Following the adjustment, the RSUs will be subject to additional time-based vesting, and will vest in three equal annual installments on March 10, 2012, March 10, 2013 and March 10, 2014, provided that the officer is employed by the Company on the applicable vesting dates. The Company also granted performance-based RSUs to certain officers of the Company in prior periods.

The performance-based RSU agreements provide for forfeiture in certain events, such as voluntary or involuntary termination of employment, and for acceleration of vesting in certain events, such as death, disability or a change in control of the Company. If the officer dies or is disabled prior to the vesting date, then a ratable portion of the RSUs will vest. If a change in control occurs prior to the end of the performance period, the officer will receive the target RSU amount; otherwise, the officer will receive the number of deliverable RSUs based on the achievement of the performance goal, as stated in the RSU agreements.

Each performance-based RSU represents the right to receive one share of the Company's common stock upon vesting. The Company recognizes compensation expense associated with performance-based RSUs ratably over each vesting tranche based on the grant date fair value. Compensation expense of $267,000 and $176,000 associated with performance-based RSU's was recognized in the first quarters of 2011 and 2010, respectively. Unrecognized compensation expense related to the unvested performance-based RSUs totaled approximately $2,551,000 at April 2, 2011, and will be recognized over a weighted average period of 1.8 years.

12. Stock-Based Compensation (continued)

Time-Based Restricted Stock Units

On March 9, 2011, the Company granted 60,988 time-based RSUs to certain employees of the Company with a grant date fair value of $24.90 per share. The RSUs generally vest in three equal installments on March 10, 2012, March 10, 2013 and March 10, 2014. The Company also granted time-based RSUs in prior periods to certain employees of the Company. Each time-based RSU represents the right to receive one share of the Company's common stock upon vesting. The Company is recognizing compensation expense associated with these time-based RSUs ratably over the vesting period based on the grant date fair value. The time-based RSU agreement provides for forfeiture in certain events, such as voluntary or involuntary termination of employment, and for acceleration of vesting in certain events, such as death, disability, or a change in control of the Company. Compensation expense of $247,000 and $144,000 associated with these time-based RSUs was recognized in the first quarters of 2011 and 2010, respectively. Unrecognized compensation expense related to the time-based RSUs totaled approximately $2,376,000 at April 2, 2011, and will be recognized over a weighted average period of 2.5 years.

A summary of the changes in the Company's unvested RSUs for the first quarter of 2011 is as follows:

	Units (In thousands)	Weighted Average Grant-Date Fair Value
Unvested RSUs at January 1, 2011	312	$ 16.77
Granted (based on the target RSU amount)	153	$ 24.82
Vested	(60)	$ 15.24
Forfeited	(9)	$ 8.81
Unvested RSUs at April 2, 2011	396	$ 20.28

13. Employee Benefit Plans

The Company sponsors a noncontributory defined benefit retirement plan for the benefit of eligible employees at its Kadant Solutions division and the corporate office. Benefits under the plan are based on years of service and employee compensation. Funds are contributed to a trustee as necessary to provide for current service and for any unfunded projected benefit obligation over a reasonable period. Effective December 31, 2005, this plan was closed to new participants. The Company also has a post-retirement welfare benefits plan for the benefit of eligible employees at its Kadant Solutions division (included in the table below in "Other Benefits"). No future retirees are eligible for this post-retirement welfare benefits plan, and the plans include limits on the employer's contributions.

In March 2011, the Company approved a Restoration Plan (included in the table below in "Other Benefits") for the benefit of certain executive officers who are also participants of the noncontributory defined benefit retirement plan. This plan provides a benefit equal to the benefits lost under the noncontributory defined benefit retirement plan as a consequence of applicable Internal Revenue Service limits on the levels of contributions and benefits.

The Company's Kadant Lamort subsidiary sponsors a defined benefit pension plan (included in the table below in "Other Benefits"). Benefits under this plan are based on years of service and projected employee compensation.

The Company's Kadant Johnson subsidiary also offers a post-retirement welfare benefits plan (included in the table below in "Other Benefits") to its U.S. employees upon attainment of eligible retirement age. This plan will be closed to employees who will not meet its retirement eligibility requirements on January 1, 2012.

13. Employee Benefit Plans (continued)

The components of the net periodic benefit cost for the pension benefits and other benefits plans are as follows:

(In thousands)	Three Months Ended April 2, 2011		Three Months Ended April 3, 2010	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
Components of Net Periodic Benefit Cost:				
Service cost	$ 227	$ 38	$ 229	$ 32
Interest cost	327	52	328	55
Expected return on plan assets	(353)	–	(371)	–
Recognized net actuarial loss	112	7	107	3
Amortization of prior service cost (income)	14	(7)	14	(15)
Net periodic benefit cost	$ 327	$ 90	$ 307	$ 75
The weighted average assumptions used to determine net periodic benefit cost are as follows:				
Discount rate	5.25%	5.00%	5.75%	5.25%
Expected long-term return on plan assets	6.25%	–	7.00%	–
Rate of compensation increase	4.00%	2.90%	4.00%	2.00%

The Company made cash contributions of $225,000 to its Kadant Solutions division's noncontributory defined benefit retirement plan in the first quarter of 2011 and expects to make cash contributions of $675,000 over the remainder of 2011. For the remaining pension and post-retirement welfare benefits plans, no cash contributions other than to fund current benefit payments are expected in 2011.

14. Derivatives

The Company uses derivative instruments primarily to reduce its exposure to changes in currency exchange rates and interest rates. When the Company enters into a derivative contract, the Company makes a determination as to whether the transaction is deemed to be a hedge for accounting purposes. For a contract deemed to be a hedge, the Company formally documents the relationship between the derivative instrument and the risk being hedged. In this documentation, the Company specifically identifies the asset, liability, forecasted transaction, cash flow, or net investment that has been designated as the hedged item, and evaluates whether the derivative instrument is expected to reduce the risks associated with the hedged item. To the extent these criteria are not met, the Company does not use hedge accounting for the derivative. The changes in the fair value of a derivative not deemed to be a hedge are recorded currently in earnings. The Company does not hold or engage in transactions involving derivative instruments for purposes other than risk management.

ASC 815, "Derivatives and Hedging," requires that all derivatives be recognized on the balance sheet at fair value. For derivatives designated as cash flow hedges, the related gains or losses on these contracts are deferred as a component of accumulated other comprehensive items. These deferred gains and losses are recognized in the period in which the underlying anticipated transaction occurs. For derivatives designated as fair value hedges, the unrealized gains and losses resulting from the impact of currency exchange rate movements are recognized in earnings in the period in which the exchange rates change and offset the currency gains and losses on the underlying exposures being hedged. The Company performs an evaluation of the effectiveness of the hedge both at inception and on an ongoing basis. The ineffective portion of a hedge, if any, and changes in the fair value of a derivative not deemed to be a hedge, are recorded in the condensed consolidated statement of income.

14. Derivatives (continued)

Interest Rate Swaps

The Company entered into interest rate swap agreements in 2008 and 2006 to hedge its exposure to variable-rate debt and has designated these agreements as cash flow hedges. On February 13, 2008, the Company entered into a swap agreement (2008 Swap Agreement) to hedge the exposure to movements in the three-month LIBOR rate on future outstanding debt. The 2008 Swap Agreement has a five-year term and a $15,000,000 notional value, which decreased to $10,000,000 on December 31, 2010 and will decrease to $5,000,000 on December 30, 2011. Under the 2008 Swap Agreement, on a quarterly basis the Company receives a three-month LIBOR rate and pays a fixed rate of interest of 3.265% plus the applicable margin. The Company entered into a swap agreement in 2006 (the 2006 Swap Agreement) to convert a portion of the Company's outstanding debt from a floating to a fixed rate of interest. The swap agreement has the same terms and quarterly payment dates as the corresponding debt, and reduces proportionately in line with the amortization of the debt. Under the 2006 Swap Agreement, the Company receives a three-month LIBOR rate and pays a fixed rate of interest of 5.63%. The fair values for these instruments as of April 2, 2011 are included in other liabilities, with an offset to accumulated other comprehensive items (net of tax) in the accompanying condensed consolidated balance sheet. The Company has structured these interest rate swap agreements to be 100% effective and as a result, there is no current impact to earnings resulting from hedge ineffectiveness. Management believes that any credit risk associated with the swap agreements is remote based on the Company's financial position and the creditworthiness of the financial institution issuing the swap agreements.

The counterparty to the swap agreement could demand an early termination of the swap agreement if the Company is in default under the 2008 Credit Agreement, or any agreement that amends or replaces the 2008 Credit Agreement in which the counterparty is a member, and the Company is unable to cure the default. An event of default under the 2008 Credit Agreement includes customary events of default and failure to comply with financial covenants, including a maximum consolidated leverage ratio of 3.5 and a minimum consolidated fixed charge coverage ratio of 1.2. As of April 2, 2011, the Company was in compliance with these covenants. The unrealized loss of $1,404,000 as of April 2, 2011 represents the estimated amount that the Company would pay to the counterparty in the event of an early termination.

Forward Currency-Exchange Contracts

The Company uses forward currency-exchange contracts primarily to hedge exposures resulting from fluctuations in currency exchange rates. Such exposures result primarily from portions of the Company's operations and assets and liabilities that are denominated in currencies other than the functional currencies of the businesses conducting the operations or holding the assets and liabilities. The Company typically manages its level of exposure to the risk of currency-exchange fluctuations by hedging a portion of its currency exposures anticipated over the ensuing 12-month period, using forward currency-exchange contracts that have maturities of 12 months or less.

Forward currency-exchange contracts that hedge forecasted accounts receivable or accounts payable are designated as cash flow hedges. The fair values for these instruments are included in other current assets for unrecognized gains and in other current liabilities for unrecognized losses, with an offset in accumulated other comprehensive items (net of tax). For forward currency-exchange contracts that are designated as fair value hedges, the gain or loss on the derivative, as well as the offsetting loss or gain on the hedged item are recognized currently in earnings. The fair values of forward currency-exchange contracts that are not designated as hedges are recorded currently in earnings. The Company recognized losses of $3,000 and $9,000 in the first quarters of 2011 and 2010, respectively, included in selling, general, and administrative expenses associated with forward currency-exchange contracts that were not designated as hedges. Management believes that any credit risk associated with forward currency-exchange contracts is remote based on the Company's financial position and the creditworthiness of the financial institutions issuing the contracts.

14. Derivatives (continued)

The following table summarizes the fair value of the Company's derivative instruments designated and not designated as hedging instruments, the notional values of the associated derivative contracts, and the location of these instruments in the condensed consolidated balance sheet:

(In thousands)	Balance Sheet Location	April 2, 2011 Asset (Liability) (a)	April 2, 2011 Notional Amount (b)	January 1, 2011 Asset (Liability) (a)	January 1, 2011 Notional Amount
Derivatives Designated as Hedging Instruments:					
Derivatives in an Asset Position:					
Forward currency-exchange contracts	Other Current Assets	$ 114	$ 2,164	$ 131	$ 1,794
Derivatives in a Liability Position:					
Forward currency-exchange contracts	Other Current Liabilities	$ –	$ –	$ (59)	$ 1,056
Interest rate swap agreements	Other Long-Term Liabilities	$ (1,404)	$ 17,625	$ (1,595)	$ 17,750
Derivatives Not Designated as Hedging Instruments:					
Derivatives in a Liability Position:					
Forward currency-exchange contracts	Other Current Liabilities	$ (3)	$ 518	$ (48)	$ 1,816

(a) See Note 15 for the fair value measurements related to these financial instruments.
(b) The total notional amount is indicative of the level of the Company's derivative activity during the first quarter of 2011.

The following table summarizes the activity in accumulated other comprehensive items (OCI) associated with the Company's derivative instruments designated as cash flow hedges as of and for the period ended April 2, 2011:

(In thousands)	Interest Rate Swap Agreements	Forward Currency-Exchange Contracts	Total
Unrealized loss (gain), net of tax, at January 1, 2011	$ 1,290	$ (50)	$ 1,240
(Loss) Gain Reclassified to Earnings (a)	(139)	30	(109)
Gain Recognized in OCI	(52)	(45)	(97)
ırealized loss (gain), net of tax, at April 2, 2011	$ 1,099	$ (65)	$ 1,034

(a) Included in interest expense for interest rate swap agreements and in revenues for forward currency-exchange contracts in the accompanying condensed consolidated statement of income.

As of April 2, 2011, $436,000 of the net unrealized loss included in OCI is expected to be reclassified to earnings over the next twelve months.

15. Fair Value Measurements

Fair value measurement is defined as the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. A fair value hierarchy is established, which prioritizes the inputs used in measuring fair value into three broad levels as follows:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly.
- Level 3—Unobservable inputs based on the Company's own assumptions.

15. Fair Value Measurements (continued)

The following table presents the fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis:

	Fair Value as of April 2, 2011			
(In thousands)	Level 1	Level 2	Level 3	Total
Assets:				
Money market funds and time deposits	$ 24,413	$ –	$ –	$ 24,413
Forward currency-exchange contracts	$ –	$ 114	$ –	$ 114
Liabilities:				
Forward currency-exchange contracts	$ –	$ 3	$ –	$ 3
Interest rate swap agreements	$ –	$ 1,404	$ –	$ 1,404

	Fair Value as of January 1, 2011			
(In thousands)	Level 1	Level 2	Level 3	Total
Assets:				
Money market funds and time deposits	$ 28,156	$ –	$ –	$ 28,156
Forward currency-exchange contracts	$ –	$ 131	$ –	$ 131
Liabilities:				
Forward currency-exchange contracts	$ –	$ 107	$ –	$ 107
Interest rate swap agreements	$ –	$ 1,595	$ –	$ 1,595

The Company uses the market approach technique to value its financial assets and liabilities, and there were no changes in valuation techniques during the first quarter of 2011. The Company's financial assets and liabilities carried at fair value include cash equivalents and derivative instruments used to hedge the Company's foreign currency and interest rate risks. The Company's cash equivalents are comprised of money market funds and time deposits that are highly liquid and easily tradable. These investments are fair valued using inputs observable in active markets. The fair values of the Company's interest rate swap agreements are based on LIBOR yield curves at the reporting date. The fair values of the Company's forward currency-exchange contracts are based on quoted forward foreign exchange rates at the reporting date. The forward currency-exchange contracts and interest rate swap agreements are hedges of either recorded assets or liabilities or anticipated transactions. Changes in values of the underlying hedged assets and liabilities or anticipated transactions are not reflected in the table above.

The carrying value and fair value of the Company's debt obligations are as follows:

	April 2, 2011		January 1, 2011	
(In thousands)	Carrying Value	Fair Value	Carrying Value	Fair Value
Long-term debt obligations	$ 17,125	$ 17,125	$ 17,250	$ 17,250

The carrying value of long-term debt obligations approximates fair value as the obligations bear variable rates of interest, which adjust quarterly based on prevailing market rates.

16. Recent Accounting Pronouncements

Intangibles – Goodwill and Other. In December 2010, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2010-28, "Intangibles—Goodwill and Other," which modifies Step 1 of the goodwill impairment test for reporting units with zero or negative carrying amounts. For those reporting units, an entity is required to perform Step 2 of the goodwill impairment test if it is more likely than not that a goodwill impairment exists. In determining whether it is more likely than not that a goodwill impairment exists, an entity should consider whether there are any adverse qualitative factors indicating that an impairment may exist. The qualitative factors are consistent with the existing guidance and

16. Recent Accounting Pronouncements (continued)

examples, which requires that goodwill of a reporting unit be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. This guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2010. The Company's adoption of this standard in fiscal 2011 did not have an effect on its consolidated financial statements.

Business Combinations: Disclosure of Supplementary Pro Forma Information for Business Combinations. In December 2010, the FASB issued ASU 2010-29, "Business Combinations (Topic 805): Disclosure of Supplementary Pro Forma Information for Business Combinations," which affects any public entity that enters into business combinations that are material on an individual or aggregate basis. The amendments in this ASU specify that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The amendments also expand the supplemental pro forma disclosures to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and earnings. The amendments are effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2010. The Company adopted the disclosure requirements of this standard, which will be applicable for all future material business combinations, in fiscal 2011.

Revenue Arrangements with Multiple Deliverables. In September 2009, the FASB issued ASU 2009-13, "Multiple-Deliverable Revenue Arrangements," which amends the multiple-element arrangement guidance under ASC 605, "Revenue Recognition." This guidance amends the criteria for separating consideration for products or services in multiple-deliverable arrangements. This guidance establishes a selling price hierarchy for determining the selling price of a deliverable, eliminates the residual method of allocation, and requires that arrangement consideration be allocated at the inception of the arrangement to all deliverables using the relative selling price method. In addition, this guidance significantly expands required disclosures related to a vendor's multiple-deliverable revenue arrangements. This guidance is effective prospectively for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010. The Company's adoption of this standard in fiscal 2011 did not have a material effect on its consolidated financial statements.

17. Discontinued Operation

In 2005, the Company's Kadant Composites LLC subsidiary (Composites LLC) sold substantially all of its assets to a third party. Under the terms of the asset purchase agreement, Composites LLC retained certain liabilities associated with the operation of the business prior to the sale, including the warranty obligations associated with products manufactured prior to the sale date. Composites LLC retained all of the cash proceeds received from the asset sale and continued to administer and pay warranty claims from the sale proceeds into the third quarter of 2007. On September 30, 2007, Composites LLC announced that it no longer had sufficient funds to honor warranty claims, was unable to pay or process warranty claims, and ceased doing business. All activity related to this business is classified in the results of the discontinued operation in the accompanying condensed consolidated financial statements.

Through the sale date of October 21, 2005, Composites LLC offered a standard limited warranty to the owner of its decking and roofing products, limited to repair or replacement of the defective product or a refund of the original purchase price. As of April 2, 2011, the accrued warranty costs associated with the composites business were $2,142,000, which represents the low end of the estimated range of warranty reserve required based on the level of claims received before the subsidiary ceased operations and judgments entered against it in litigation. Composites LLC has calculated that the total potential warranty cost ranges from $2,142,000 to approximately $13,100,000. The high end of the range represents the estimated maximum level of warranty claims remaining based on the total sales of the products under warranty. Composites LLC will continue to record adjustments to the accrued warranty costs to reflect the minimum amount of the potential range of loss for products under warranty based on judgments entered against it in litigation, if any.

Item 2 – Management's Discussion and Analysis of Financial Condition and Results of Operations

This Quarterly Report on Form 10-Q includes forward-looking statements that are not statements of historical fact, and may include statements regarding possible or assumed future results of operations. Forward-looking statements are subject to risks and uncertainties and are based on the beliefs and assumptions of our management, using information currently available to our management. When we use words such as "believes," "expects," "anticipates," "intends," "plans," "estimates," "seeks," "should," "likely," "will," "would," "may," "continue," "could," or similar expressions, we are making forward-looking statements.

Forward-looking statements are not guarantees of performance. They involve risks, uncertainties, and assumptions. Our future results of operations may differ materially from those expressed in the forward-looking statements. Many of the important factors that will determine these results and values are beyond our ability to control or predict. You should not put undue reliance on any forward-looking statements. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future events, or otherwise. For a discussion of important factors that may cause our actual results to differ materially from those suggested by the forward-looking statements, you should read carefully the section captioned "Risk Factors" in Part II, Item 1A, of this Report.

Overview

Company Background

We are a leading supplier of equipment used in the global papermaking and paper recycling industries and a manufacturer of granules made from papermaking byproducts. Our continuing operations are comprised of one reportable operating segment: Papermaking Systems, and a separate product line, Fiber-based Products. Through our Papermaking Systems segment, we develop, manufacture, and market a range of equipment and products for the global papermaking, paper recycling, and process industries. We have a large customer base that includes most of the world's major paper manufacturers. We believe our large installed base provides us with a spare parts and consumables business that yields higher margins than our capital equipment business.

Through our Fiber-based Products business, we manufacture and sell granules derived from pulp fiber for use as carriers for agricultural, home lawn and garden, and professional lawn, turf and ornamental applications, as well as for oil and grease absorption.

Papermaking Systems Segment

Our Papermaking Systems segment consists of the following product lines: stock-preparation, fluid-handling, doctoring, and water-management.

- *Stock-preparation:* custom-engineered systems and equipment, as well as standard individual components, for pulping, de-inking, screening, cleaning, and refining recycled and virgin fibers for preparation for entry into the paper machine;

- *Fluid-handling:* rotary joints, precision unions, steam and condensate systems, components, and controls used primarily in the dryer section of the papermaking process and during the production of corrugated boxboard, metals, plastics, rubber, textiles, chemicals, and food;

- *Doctoring:* doctoring systems and related consumables that continuously clean rolls to keep paper machines running efficiently; doctor blades made of a variety of materials to perform functions including cleaning, creping, web removal, flaking, and the application of coatings; and profiling systems that control moisture, web curl, and gloss during paper converting; and

- *Water-management:* systems and equipment used to continuously clean paper machine fabrics, drain water from pulp mixtures, form the sheet or web, and filter the process water for reuse.

Overview (continued)

Fiber-based Products

We produce biodegradable, absorbent granules from papermaking byproducts for use primarily as carriers for agricultural, home lawn and garden, and professional lawn, turf and ornamental applications, as well as for oil and grease absorption.

Discontinued Operation

In 2005, our Kadant Composites LLC subsidiary (Composites LLC) sold substantially all of its assets to a third party. Under the terms of the asset purchase agreement, Composites LLC retained certain liabilities associated with the operation of the business prior to the sale, including the warranty obligations related to products manufactured prior to the sale date. Composites LLC retained all of the cash proceeds received from the asset sale and continued to administer and pay warranty claims from the sale proceeds into the third quarter of 2007. On September 30, 2007, Composites LLC announced that it no longer had sufficient funds to honor warranty claims, was unable to pay or process warranty claims, and ceased doing business. All activity related to this business is classified in the results of the discontinued operation in the accompanying condensed consolidated financial statements. Composites LLC's inability to pay or process warranty claims has exposed us to greater risks associated with litigation. For more information regarding litigation arising from these claims, see Part II, Item 1A, "Risk Factors."

International Sales

During both the first quarters of 2011 and 2010, approximately 56% of our sales were to customers outside the United States, principally in Europe and China. We generally seek to charge our customers in the same currency in which our operating costs are incurred. However, our financial performance and competitive position can be affected by currency exchange rate fluctuations affecting the relationship between the U.S. dollar and foreign currencies. We seek to reduce our exposure to currency fluctuations through the use of forward currency exchange contracts. We may enter into forward contracts to hedge certain firm purchase and sale commitments denominated in currencies other than our subsidiaries' functional currencies. These contracts hedge transactions principally denominated in U.S. dollars.

Application of Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations are based upon our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of our condensed consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Our actual results may differ from these estimates under different assumptions or conditions.

Critical accounting policies are defined as those that reflect significant judgments and uncertainties, and could potentially result in materially different results under different assumptions and conditions. We believe that our most critical accounting policies, upon which our financial condition depends and which involve the most complex or subjective decisions or assessments, are those described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" under the section captioned "Application of Critical Accounting Policies and Estimates" in Part I, Item 7, of our Annual Report on Form 10-K for the fiscal year ended January 1, 2011, filed with the Securities and Exchange Commission (SEC). There have been no material changes to these critical accounting policies since fiscal year-end 2010 that warrant disclosure.

Industry and Business Outlook

Our products are primarily sold to the global pulp and paper industry. In North America, mill operating rates remained high in the first quarter of 2011 as a result of relatively strong demand and low inventory levels across most paper grades. Revenues in our Papermaking Systems segment in North America increased $5.4 million, or 18%, in the first quarter of 2011 compared to the prior year period. In general, we believe that improvement in mill operating rates leads to increased demand for our parts and consumables products. In 2010, our parts and consumables business in North America improved and has continued to improve into the first quarter of 2011. In Europe, our revenues increased slightly compared to the prior year period as demand continued to be weak compared to the other regions in which we operate. In China, pulp and paper demand has weakened compared to the fourth quarter of 2010, but the outlook remains strong as significant capacity additions are scheduled to come online over the next several years. Revenues in China increased $3.4 million, or 64%, in the first quarter of 2011 compared to the prior year period. Bookings in China were $16.3 million in the first quarter of 2011 and increased 146% from the first quarter of 2010. We continue to expand our manufacturing capacity and increase our workforce in China to meet the demand resulting from the strong

Overview (continued)

bookings activity in the fourth quarter of 2010 and first quarter of 2011. We are anticipating significant revenues from China in 2011, although the timing of this revenue is dependent on customer-requested delivery dates and the receipt of progress payments.

We continuously consider initiatives to improve our operating results and are currently concentrating our efforts on the following initiatives: focusing on higher-growth emerging markets, further penetrating existing markets where we see opportunity, growing our market share in low-share regions, increasing our parts and consumables sales, and leveraging our low-cost manufacturing operations in locations such as China and Mexico. We also continue to focus our efforts on managing our operating costs and working capital.

For the second quarter of 2011, we expect to report diluted earnings per share of $.54 to $.56 from continuing operations, on revenues of $78 to $80 million. For the full year 2011, we expect to report diluted earnings per share of $2.15 to $2.25 from continuing operations, revised from our previous guidance of $1.65 to $1.75, on revenues of $315 to $325 million, revised from our previous guidance of $300 to $310 million.

Results of Operations

First Quarter 2011 Compared With First Quarter 2010

The following table sets forth our unaudited condensed consolidated statement of income expressed as a percentage of total revenues from continuing operations for the first fiscal quarters of 2011 and 2010. The results of operations for the fiscal quarter ended April 2, 2011 are not necessarily indicative of the results to be expected for the full fiscal year.

	Three Months Ended	
	April 2, 2011	April 3, 2010
Revenues	100%	100%
Costs and Operating Expenses:		
Cost of revenues	52	56
Selling, general, and administrative expenses	34	34
Research and development expenses	2	2
Restructuring and other income, net	–	–
	88	92
Operating Income	12	8
Interest Income	–	–
Interest Expense	(1)	(1)
Income from Continuing Operations Before Provision for Income Taxes	11	7
Provision for Income Taxes	(3)	(1)
Income from Continuing Operations	8%	6%

Results of Operations (continued)

Revenues

Revenues for the first quarters of 2011 and 2010 from our Papermaking Systems segment and Fiber-based Products business are as follows:

	Three Months Ended	
(In thousands)	April 2, 2011	April 3, 2010
Revenues:		
Papermaking Systems	$ 67,534	$ 57,469
Fiber-based Products	4,146	3,652
	$ 71,680	$ 61,121

Papermaking Systems Segment. Revenues increased $10.0 million, or 18%, to $67.5 million in the first quarter of 2011 from $57.5 million in the first quarter of 2010, including a $1.0 million increase from the favorable effects of currency translation. Revenues in all of our product lines increased, including $5.5 million, or 31%, from stock-preparation and $2.5 million, or 13%, from fluid-handling. We believe these increases were driven by higher mill operating rates, particularly in the U.S., compared to the first quarter of 2010, which contributed to a rise in spending by our customers on both capital and aftermarket products. Revenues for our parts and consumables products increased $6.6 million, or 18%, as operating rates recovered to more traditional levels and customers increased maintenance expenditures, which we believe they had been deferring. Based on reports from our field sales teams, customers also increased their spending on large capital equipment. As a result, revenues for our capital products increased $3.4 million, or 17%, in the first quarter of 2011 compared to the prior year period.

Fiber-based Products. Revenues increased $0.5 million, or 14%, to $4.2 million in the first quarter of 2011 from $3.7 million in the first quarter of 2010 primarily due to increased demand for our biodegradable granular products.

Papermaking Systems Segment by Product Line. The following table presents revenues for our Papermaking Systems segment by product line, the changes in revenues by product line between the first quarters of 2011 and 2010, and the changes in revenues by product line between the first quarters of 2011 and 2010 excluding the effect of currency translation. The increase in revenues excluding the effect of currency translation represents the increase resulting from the conversion of first quarter of 2011 revenues in local currency into U.S. dollars at the first quarter of 2010 exchange rates, and then comparing this result to the actual revenues in the first quarter of 2010. The presentation of the changes in revenues by product line excluding the effect of currency translation is a non-GAAP (generally accepted accounting principles) measure. We believe this non-GAAP measure helps investors gain a better understanding of our underlying operations, consistent with how management measures and forecasts our performance, especially when comparing such results to prior periods. This non-GAAP measure should not be considered superior to or a substitute for the corresponding GAAP measure.

	Three Months Ended			Increase Excluding Effect of
(In millions)	April 2, 2011	April 3, 2010	Increase	Currency Translation
Papermaking Systems Product Lines:				
Stock-Preparation	$ 23.3	$ 17.8	$ 5.5	$ 5.3
Fluid-Handling	22.6	20.1	2.5	2.1
Doctoring	14.1	12.5	1.6	1.4
Water-Management	6.8	6.5	0.3	0.2
Other	0.7	0.6	0.1	–
	$ 67.5	$ 57.5	$ 10.0	$ 9.0

Revenues in our stock-preparation product line in the first quarter of 2011 increased $5.5 million, or 31%, compared to the first quarter of 2010, due to higher demand for our parts and consumables products in North America and China. In our fluid-

Results of Operations (continued)

handling product line, revenues in the first quarter of 2011 increased $2.1 million, or 10%, excluding a $0.4 million increase from the favorable effect of currency translation, compared to the prior year period primarily due to higher demand for our parts and consumables products in Europe and our capital products in North America. Revenues from our doctoring product line increased $1.6 million, or 13%, in the first quarter of 2011 compared to the first quarter of 2010, primarily due to an increase in demand for our products in North America and, to a lesser extent, Europe and China.

Revenues in the first quarter of 2011 increased in all of our geographic regions compared to the first quarter of 2010, primarily driven by increases in North America and China. In North America, our business benefited from continued high mill operating rates and increased capital spending as customers focused on energy-saving and fiber-recovery projects. As a result, our revenues increased $5.4 million, or 18%, in this region. In China, we saw a significant increase in the number of large capital orders due to continued economic growth in the region. Our revenues in China increased $3.4 million, or 64%, in the first quarter of 2011 compared to the prior year quarter primarily due to increased demand for our capital equipment and, to a lesser extent, parts and consumables products.

Gross Profit Margin

Gross profit margins for the first quarters of 2011 and 2010 are as follows:

	Three Months Ended	
	April 2, 2011	April 3, 2010
Gross Profit Margin:		
Papermaking Systems	47.4%	43.5%
Fiber-based Products	50.8	50.7
	47.6%	44.0%

Papermaking Systems Segment. The gross profit margin in the Papermaking Systems segment increased to 47.4% in the first quarter of 2011 from 43.5% in the first quarter of 2010. This increase resulted from higher gross profit margins in all our product lines primarily due to improved pricing in certain of our markets and improved efficiencies at certain of our manufacturing facilities. We expect that the gross profit margins in this segment may decrease for the remainder of 2011 as the percentage of lower-margin capital sales increases compared to the first quarter of 2011.

Fiber-based Products. The gross profit margin in our Fiber-based Products business was 50.8% and 50.7% in the first quarters of 2011 and 2010, respectively.

Operating Expenses

Selling, general, and administrative expenses as a percentage of revenues were 34% in both the first quarters of 2011 and 2010. Selling, general, and administrative expenses increased $3.4 million, or 16%, to $24.5 million in the first quarter of 2011 from $21.1 million in the first quarter of 2010. This increase includes a $1.2 million increase in incentive, travel, and commission expenses much of which was due to improved operating performance in the first quarter of 2011 compared to the prior year period and a $0.3 million increase from the unfavorable effect of foreign currency translation.

Total stock-based compensation expense was $0.8 million and $0.5 million in the first quarters of 2011 and 2010, respectively, and is included in selling, general, and administrative expenses in the accompanying condensed consolidated statement of income. As of April 2, 2011, unrecognized compensation cost related to stock-based compensation was approximately $7.1 million, which will be recognized over a weighted average period of 2.2 years.

Research and development expenses decreased $0.1 million to $1.3 million in the first quarter of 2011 compared to $1.4 million in the first quarter of 2010 and represented 2% of revenues in both periods.

Restructuring and Other Income, Net

We recorded a gain of $0.3 million in the first quarter of 2010 associated with the sale of real estate in the U.S.

Results of Operations (continued)

Interest Expense

Interest expense decreased $0.1 million, or 28%, to $0.3 million in the first quarter of 2011 from $0.4 million in the first quarter of 2010 due to both lower average interest rates and outstanding borrowings in the first quarter of 2011 compared to the prior year period.

Provision for Income Taxes

Our provision for income taxes was $2.3 million and $0.7 million in the first quarters of 2011 and 2010, respectively, and represented 28% and 16% of pre-tax income. The effective tax rate of 28% in the first quarter of 2011 consisted of our 27% recurring tax rate and a 1% non-recurring tax expense associated with our foreign operations. The 27% recurring rate was lower than the our statutory rate primarily due to the distribution of worldwide earnings and the expected utilization of foreign tax credits that were fully reserved in prior periods. The effective tax rate of 16% in the first quarter of 2010 consisted of our 20% recurring tax rate, offset by a 4% non-recurring tax benefit associated with our foreign operations. The 20% recurring rate was lower than our statutory rate principally due to the expected utilization of foreign tax credits that had been fully reserved in prior periods. We expect our effective tax rate to be approximately 26% in each of the remaining quarters of 2011 due to the anticipated profitability in the U.S. and certain foreign tax jurisdictions. This does not include any assumptions related to the potential reversal of our tax valuation allowance.

We have established valuation allowances related to certain domestic and foreign deferred tax assets and tax credits. The valuation allowance as of January 1, 2011 was $25.9 million, consisting of $11.4 million in the U.S. and $14.5 million in foreign jurisdictions. Compliance with Accounting Standards Codification 740 requires us to periodically evaluate the necessity of establishing or adjusting a valuation allowance for deferred tax assets depending on whether it is more likely than not that a related tax benefit will be recognized in future periods. When assessing the need for a valuation allowance in a tax jurisdiction, we evaluate the weight of all available evidence to determine whether it is more likely than not that some portion or all of the deferred income tax assets will not be realized. As part of this evaluation, we consider our cumulative three-year history of earnings before income taxes, taxable income in prior carryback years, future reversals of existing taxable temporary differences, prudent and feasible tax planning strategies, and expected future results of operations. As of April 2, 2011, we were in a three-year cumulative income position in the U.S.; however, due to the uncertainty of profitability in future periods, we have maintained our full valuation allowance in the U.S. Assuming, among other positive and negative factors, that we meet our estimates of 2011 forecasted earnings in the U.S., we may release a portion of our U.S. valuation allowance during 2011. Our full valuation allowance in certain foreign jurisdictions was maintained as of April 2, 2011 as a result of the foreign subsidiaries being in a three-year cumulative loss position and the uncertainty of future profitability. Assuming, among other positive and negative factors, that certain of our foreign subsidiaries meet their estimates of 2011 forecasted earnings, these foreign jurisdictions would be in a three-year cumulative income position and a portion of the foreign valuation allowance may be released during 2011.

Income from Continuing Operations

Income from continuing operations was $5.9 million in the first quarter of 2011 compared to $3.6 million in the first quarter of 2010. The increase in the 2011 period was primarily due to an increase in operating income of $3.6 million, offset in part by an increase in our effective tax rate (see *Revenues*, *Gross Profit Margin*, and *Provision for Income Taxes* discussed above).

Loss from Discontinued Operation

Loss from the discontinued operation was $4 thousand in both the first quarters of 2011 and 2010.

Recent Accounting Pronouncements

Intangibles – Goodwill and Other. In December 2010, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2010-28, "Intangibles—Goodwill and Other," which modifies Step 1 of the goodwill impairment test for reporting units with zero or negative carrying amounts. For those reporting units, an entity is required to perform Step 2 of the goodwill impairment test if it is more likely than not that a goodwill impairment exists. In determining whether it is more likely than not that a goodwill impairment exists, an entity should consider whether there are any adverse qualitative factors indicating that an impairment may exist. The qualitative factors are consistent with the existing guidance and examples, which requires that goodwill of a reporting unit be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. This

Results of Operations (continued)

guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2010. The adoption of this standard in fiscal 2011 did not have an effect on our consolidated financial statements.

Business Combinations: Disclosure of Supplementary Pro Forma Information for Business Combinations. In December 2010, the FASB issued ASU 2010- 29, “Business Combinations (Topic 805): Disclosure of Supplementary Pro Forma Information for Business Combinations,” which affects any public entity that enters into business combinations that are material on an individual or aggregate basis. The amendments in this ASU specify that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The amendments also expand the supplemental pro forma disclosures to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and earnings. The amendments are effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2010. We adopted the disclosure requirements of this standard, which will be applicable for all future material business combinations, in fiscal 2011.

Revenue Arrangements with Multiple Deliverables. In September 2009, the FASB issued ASU 2009-13, “Multiple-Deliverable Revenue Arrangements,” which amends the multiple-element arrangement guidance under ASC 605, “Revenue Recognition.” This guidance amends the criteria for separating consideration for products or services in multiple-deliverable arrangements. This guidance establishes a selling price hierarchy for determining the selling price of a deliverable, eliminates the residual method of allocation, and requires that arrangement consideration be allocated at the inception of the arrangement to all deliverables using the relative selling price method. In addition, this guidance significantly expands required disclosures related to a vendor’s multiple-deliverable revenue arrangements. This guidance is effective prospectively for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010. The adoption of this standard in fiscal 2011 did not have a material effect on our consolidated financial statements.

Liquidity and Capital Resources

Consolidated working capital, including the discontinued operation, was $88.5 million at April 2, 2011, compared with $79.0 million at January 1, 2011. Included in working capital are cash and cash equivalents of $55.0 million and restricted cash of $2.3 million at April 2, 2011, compared with cash and cash equivalents of $61.8 million at January 1, 2011. At April 2, 2011, $49.6 million of cash and cash equivalents were held by our foreign subsidiaries.

First Quarter 2011

Our operating activities provided cash of $0.4 million in the first quarter of 2011. We used cash of $8.8 million to increase our inventories as we started manufacturing large stock-preparation systems scheduled for delivery later in the year. In addition, an increase in other current assets primarily due to prepayments to raw material suppliers in the first quarter of 2011 used cash of $2.4 million. Partially offsetting these uses of cash was an increase in other current liabilities associated primarily with the receipt of customer deposits, which provided cash of $2.8 million.

Our investing activities used cash of $1.5 million in the first quarter of 2011. We used cash of $1.2 million to purchase property, plant, and equipment and $0.4 million to pay additional consideration related to prior period acquisitions.

Our financing activities used cash of $7.7 million in the first quarter of 2011. We used cash of $5.1 million for principal payments on our debt obligations and designated $2.7 million of cash as restricted for use as collateral for bank guarantees. All of these bank guarantees are scheduled to expire by September 30, 2012.

First Quarter 2010

Our operating activities used cash of $0.6 million in the first quarter of 2010. An increase in accounts receivable used cash of $5.2 million in the first quarter of 2010 and an increase in accounts payable provided cash of $5.1 million. The increase in accounts receivable was primarily associated with increased sales in the first quarter of 2010 in our Papermaking Systems segment’s fluid-handling and water-management product lines as well as increased sales of Fiber-based Products. The increase in accounts payable was primarily due to increased raw material purchases in the first quarter of 2010 in our Papermaking Systems segment’s doctoring and stock-preparation product lines.

Liquidity and Capital Resources (continued)

Our investing activities provided cash of $0.1 million in the first quarter of 2010. We received cash of $0.6 million in the first quarter of 2010 from the sale of real estate and used cash of $0.5 million to purchase property, plant, and equipment.

Our financing activities used cash of $0.1 million in the first quarter of 2010 for a principal payment on our debt obligations.

Revolving Credit Facility

On February 13, 2008, we entered into a five-year unsecured revolving credit facility (2008 Credit Agreement) in the aggregate principal amount of up to $75 million. The 2008 Credit Agreement also includes an uncommitted unsecured incremental borrowing facility of up to an additional $75 million. We can borrow up to $75 million under the 2008 Credit Agreement with a sublimit of $60 million within the 2008 Credit Agreement available for the issuance of letters of credit and bank guarantees. The principal on any borrowings made under the 2008 Credit Agreement is due on February 13, 2013. In the first quarter of 2011, we made a principal payment of $5.0 million and as of April 2, 2011, the outstanding balance borrowed under the 2008 Credit Agreement was $10.0 million. The amount we are able to borrow under the 2008 Credit Agreement is the total borrowing capacity less any outstanding borrowings, letters of credit and multi-currency borrowings issued under the 2008 Credit Agreement. As of April 2, 2011, we had $64.0 million of borrowing capacity available under the committed portion of the 2008 Credit Agreement.

Our obligations under the 2008 Credit Agreement may be accelerated upon the occurrence of an event of default under the 2008 Credit Agreement, which includes customary events of default including, without limitation, payment defaults, defaults in the performance of affirmative and negative covenants, the inaccuracy of representations or warranties, bankruptcy and insolvency related defaults, defaults relating to such matters as the Employment Retirement Income Security Act , uninsured judgments and the failure to pay certain indebtedness, and a change of control default.

The 2008 Credit Agreement contains negative covenants applicable to us and our subsidiaries, including financial covenants requiring us to comply with a maximum consolidated leverage ratio of 3.5 and a minimum consolidated fixed charge coverage ratio of 1.2, and restrictions on liens, indebtedness, fundamental changes, dispositions of property, making certain restricted payments (including dividends and stock repurchases), investments, transactions with affiliates, sale and leaseback transactions, swap agreements, changing our fiscal year, arrangements affecting subsidiary distributions, entering into new lines of business, and certain actions related to the discontinued operation. As of April 2, 2011, we were in compliance with these covenants.

Commercial Real Estate Loan

On May 4, 2006, we borrowed $10 million under a promissory note (2006 Commercial Real Estate Loan). The 2006 Commercial Real Estate Loan is repayable in quarterly installments of $125 thousand over a ten-year period with the remaining principal balance of $5 million due upon maturity. As of April 2, 2011, the remaining balance on the 2006 Commercial Real Estate Loan was $7.6 million.

Our obligations under the 2006 Commercial Real Estate Loan may be accelerated upon the occurrence of an event of default under the 2006 Commercial Real Estate Loan and the mortgage and security agreements, which includes customary events of
Default including, without limitation, payment defaults, defaults in the performance of covenants and obligations, the inaccuracy of representations or warranties, bankruptcy- and insolvency-related defaults, liens on the properties or collateral and uninsured judgments. In addition, the occurrence of an event of default under the 2008 Credit Agreement or any successor credit facility would be an event of default under the 2006 Commercial Real Estate Loan.

Interest Rate Swap Agreements

To hedge the exposure to movements in the three-month LIBOR rate on outstanding debt, on February 13, 2008, we entered into a swap agreement (2008 Swap Agreement). The 2008 Swap Agreement has a five-year term and a $15 million notional value, which decreased to $10 million on December 31, 2010 and will decrease to $5 million on December 30, 2011. Under the 2008 Swap Agreement, on a quarterly basis we receive a three-month LIBOR rate and pay a fixed rate of interest of 3.265%. We also entered into a swap agreement in 2006 (2006 Swap Agreement) to convert the 2006 Commercial Real Estate Loan from a floating to a fixed rate of interest. The 2006 Swap Agreement has the same terms and quarterly payment dates as the corresponding debt, and reduces proportionately in line with the amortization of the 2006 Commercial Real Estate Loan. Under the 2006 Swap

Liquidity and Capital Resources (continued)

Agreement, we receive a three-month LIBOR rate and pay a fixed rate of interest of 5.63%. As of April 2, 2011, all of our outstanding debt was hedged through interest rate swap agreements, which had an unrealized loss of $1.4 million. Our management believes that any credit risk associated with the 2006 and 2008 Swap Agreements is remote based on our financial position and the creditworthiness of the financial institution issuing the swap agreements.

The counterparty to the swap agreement could demand an early termination of the swap agreement if we are in default under the 2008 Credit Agreement, or any agreement that amends or replaces the 2008 Credit Agreement in which the counterparty is a member, and we are unable to cure the default. An event of default under the 2008 Credit Agreement includes customary events of default and failure to comply with financial covenants, including a maximum consolidated leverage ratio of 3.5 and a minimum consolidated fixed charge coverage ratio of 1.2. The unrealized loss of $1.4 million as of April 2, 2011 represents the estimated amount that we would pay to the counterparty in the event of an early termination.

Additional Liquidity and Capital Resources

On October 27, 2010, our board of directors approved the repurchase by us of up to $20 million of our equity securities during the period from November 5, 2010 through November 5, 2011. To date, we have not made any repurchases under this authorization.

It is our intention to reinvest indefinitely the earnings of our international subsidiaries in order to support the current and future capital needs of their operations. Through April 2, 2011, we have not provided for U.S. income taxes on approximately $94.9 million of unremitted foreign earnings. The U.S. tax cost has not been determined due to the fact that it is not practicable to estimate at this time. The related foreign tax withholding, which would be required if we were to remit the foreign earnings to the U.S., would be approximately $0.5 million.

In 2005, Composites LLC sold its composites business, which is presented as a discontinued operation in the accompanying condensed consolidated financial statements. Under the terms of the asset purchase agreement, Composites LLC retained certain liabilities associated with the operation of the business prior to the sale, including warranty obligations related to products manufactured prior to the sale date. At April 2, 2011, the accrued warranty costs for Composites LLC were $2.1 million, which represents the low end of the estimated range of warranty reserve required based on the level of claims received before the subsidiary ceased operations and judgments entered against it in litigation. Composites LLC will continue to record adjustments to accrued warranty costs to reflect the minimum amount of the potential range of loss for products under warranty based on judgments entered against it in litigation, if any.

Although we currently have no material commitments for capital expenditures, we plan to make expenditures of approximately $6 to $7 million during the remainder of 2011 for property, plant, and equipment. In addition, we expect to make cash contributions of $0.7 million to our Kadant Solutions division’s noncontributory defined benefit retirement plan during the remainder of 2011.

In the future, our liquidity position will be primarily affected by the level of cash flows from operations, cash paid to satisfy debt repayments, capital projects, stock repurchases, or additional acquisitions, if any. We believe that our existing resources, together with the cash available from our credit facilities and the cash we expect to generate from continuing operations, will be sufficient to meet the capital requirements of our current operations for the foreseeable future.

Item 3 – Quantitative and Qualitative Disclosures About Market Risk

Our exposure to market risk from changes in interest rates and foreign currency exchange rates has not changed materially from our exposure at year-end 2010 as disclosed in Item 7A of our Annual Report on Form 10-K for the fiscal year ended January 1, 2011, filed with the SEC.

Item 4 – Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of April 2, 2011. The term "disclosure controls and procedures," as defined in Securities Exchange Act Rules 13a-15(e) and 15d-15(e), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by the company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based upon the evaluation of our disclosure controls and procedures as of April 2, 2011, our Chief Executive Officer and Chief Financial Officer concluded that as of April 2, 2011, our disclosure controls and procedures were effective at the reasonable assurance level.

(b) Changes in Internal Control Over Financial Reporting

There have not been any changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) during the fiscal quarter ended April 2, 2011 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1 – Legal Proceedings

Not applicable.

Item 1A – Risk Factors

In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, we wish to caution readers that the following important factors, among others, in some cases have affected, and in the future could affect, our actual results and could cause our actual results in 2011 and beyond to differ materially from those expressed in any forward-looking statements made by us, or on our behalf.

Our business is dependent on worldwide and local economic conditions as well as the condition of the pulp and paper industry.

We sell products worldwide primarily to the pulp and paper industry, which is a cyclical industry. Generally, the financial condition of the global pulp and paper industry corresponds to general worldwide economic conditions, as well as to a number of other factors, including pulp and paper production capacity relative to demand in the geographic markets in which we compete. Although global markets appear to be recovering from the extreme disruptions which began in 2008, uncertainty about continuing economic stability remains. Our business and performance was significantly affected by the global economic crisis and would be negatively affected by a return of economic uncertainty, either globally or regionally. Uncertainty about global and regional economic conditions negatively affected, and may in the future negatively affect, demand for our customers' products and for our products, especially our capital equipment products. Also, uncertainty regarding economic conditions has caused, and may in the future cause, liquidity and credit issues for many businesses, including our customers in the pulp and paper industry as well as other industries, and may result in their inability to fund projects, capacity expansion plans, and to some extent, routine operations. These conditions have resulted, and may in the future result, in a number of structural changes in the pulp and paper industry, including decreased spending, mill closures, consolidations, and bankruptcies, all of which negatively affect our business, revenue, and profitability. Any renewed financial and economic turmoil affecting the worldwide economy or the banking system and financial markets, in particular, due to political or economic developments could cause the expectations for our business to differ materially in the future.

Our financial performance will be negatively impacted if there are delays in customers securing financing or our customers become unable to secure such financing. The inability of our customers to obtain credit may affect our ability to recognize revenue and income, particularly on large capital equipment orders from new customers for which we may require letters of credit. We may also be unable to issue letters of credit to our customers, which are required in some cases to guarantee performance, during periods of economic uncertainty.

Paper producers have been, and may in the future be, negatively affected by higher operating costs. Paper companies curtail their capital and operating spending during periods of economic uncertainty and are cautious about resuming spending as market conditions improve. As paper companies consolidate operations in response to market weakness, they frequently reduce capacity, increase downtime, defer maintenance and upgrades, and postpone or even cancel capacity addition or expansion projects. It is difficult to accurately forecast our revenues and earnings per share during periods of economic uncertainty.

A significant portion of our international sales has, and may in the future, come from China and we operate several manufacturing facilities in China, which exposes us to political, economic, operational and other risks.

We have historically had significant revenues from China, operate significant manufacturing facilities in China, and expect to manufacture and source more of our equipment and components from China in the future. As a result, we are exposed to increased risk in the event of economic slowdowns, changes in the policies of the Chinese government, political unrest, unstable economic conditions, or other developments in China or in U.S.-China relations that are adverse to trade, including enactment of protectionist legislation or trade or currency restrictions. For example, in February 2010, the Chinese premier announced plans to target slower economic growth in China in order to avoid inflation and to reduce dependency on exports. Such policies may negatively affect our business in China if customers are unable to expand capacity or obtain financing for expansion or improvement projects.

In addition, orders from customers in China, particularly for large stock-preparation systems that have been tailored to a customer's specific requirements, have credit risks higher than we generally incur elsewhere, and some orders are subject to the receipt of financing approvals from the Chinese government. For this reason, we do not record signed contracts from customers in China for large stock-preparation systems as orders until we receive the down payments for such contracts. The timing of the receipt of these orders and the down payments are uncertain and there is no assurance that we will be able to recognize revenue on these contracts. Delays in the receipt of payments and letters of credit affect when revenues can be recognized on these contracts, making it difficult to accurately forecast our future financial performance. We may experience a loss if a contract is cancelled prior to the receipt of a down payment in the event we commence engineering or other work associated with the contract. In addition, we may experience a loss if the contract is cancelled, or the customer does not fulfill its obligations under the contract, prior to the receipt of a letter of credit or final payments covering the remaining balance of the contract. In those instances in which a letter of credit is required, it may represent 80% or more of the total order.

We may be unable to expand capacity sufficiently in China to meet current demand.

We experienced a large increase in demand for our stock-preparation products in China during the past six months. We have implemented a program to meet this demand, which includes expanding our manufacturing capacity in China, hiring additional workers, and accelerating investment in capital equipment. In some cases, we may shift production to our other manufacturing plants outside of China. While we have made significant progress toward implementing our plans and continue to believe that we will meet all of our customer commitments, there can be no assurance that we will be successful, which could expose us to contractual penalties. In addition, a shift to higher-cost production facilities may reduce our gross profit margins on these products. Our business and reputation could be damaged by our inability to perform and our financial performance could suffer as a consequence.

Commodity or component price increases and significant shortages of commodities and component products may adversely impact our financial results or our ability to meet commitments to customers.

We use steel, stainless steel, brass, bronze, and other commodities to manufacture our products. We also use natural gas in the production of our fiber-based granular products. As a result, unanticipated increases in the prices of such commodities could increase our costs more than expected, negatively impacting our business, results of operations and financial condition if we are unable to fully offset the effect of these increased costs through price increases, productivity improvements, or cost reduction programs.

We rely on suppliers to secure commodity and component products required for the manufacture of our products. A disruption in deliveries to or from suppliers or decreased availability of such components or commodities could have an adverse effect on our ability to meet our commitments to customers or increase our operating costs. We believe our sources of raw materials and component products will generally be sufficient for our needs in the foreseeable future. However, our business, results of operations or financial condition could be negatively impacted if supply is insufficient for our operations.

We are dependent on two paper mills for the fiber used in the manufacture of our fiber-based granular products. From time to time we have experienced, and may in the future experience, some difficulty obtaining sufficient raw material to operate at optimal production levels. We continue to work with the mills to ensure a stable supply of raw material. To date, we have been able to meet all of our customer delivery requirements, but there can be no assurance that we will be able to meet future delivery requirements. Although we believe our relationships with the mills are good, the mills could decide not to continue to supply sufficient papermaking byproducts, or may not agree to continue to supply such products on commercially reasonable terms. If the mills were unable or unwilling to supply us sufficient fiber, we would be forced to find one or more alternative sources of supply of this raw material. We may be unable to find alternative supplies on commercially reasonable terms or could incur excessive transportation costs if an alternative supplier were found, which would increase our manufacturing costs, and might prevent prices for our products from being competitive or require closure of this business.

Our business is subject to economic, currency, political, and other risks associated with international sales and operations.

During both the first quarters of 2011 and 2010, approximately 56% of our sales were to customers outside the United States, principally in Europe and China. In addition, we operate several manufacturing operations worldwide, including those in China, Europe, Mexico, and Brazil. International revenues and operations are subject to a number of risks, including the following:

- agreements may be difficult to enforce and receivables difficult to collect through a foreign country's legal system,
- foreign customers may have longer payment cycles,
- foreign countries may impose additional withholding taxes or otherwise tax our foreign income, impose tariffs, adopt other restrictions on foreign trade, impose currency restrictions or enact other protectionist or anti-trade measures,
- worsening economic conditions may result in worker unrest, labor actions, and potential work stoppages,
- political unrest, such as that currently occurring in North Africa and the Middle East, may disrupt commercial activities of ours or our customers,
- it may be difficult to repatriate funds, due to unfavorable domestic and foreign tax consequences or other restrictions or limitations imposed by foreign governments, and
- the protection of intellectual property in foreign countries may be more difficult to enforce.

Although we seek to charge our customers in the same currency in which our operating costs are incurred, fluctuations in currency exchange rates may affect product demand and adversely affect the profitability in U.S. dollars of products we provide in international markets. In addition, our inability to repatriate funds could adversely affect our ability to service our debt obligations. Any of these factors could have a material adverse impact on our business and results of operations. Furthermore, while some risks can be hedged using derivatives or other financial instruments, or may be insurable, such attempts to mitigate these risks may be costly and not always successful.

We are subject to intense competition in all our markets.

We believe that the principal competitive factors affecting the markets for our products include quality, price, service, technical expertise, and product performance and innovation. Our competitors include a number of large multinational corporations that may have substantially greater financial, marketing, and other resources than we do. As a result, they may be able to adapt more quickly to new or emerging technologies and changes in customer requirements, or to devote greater resources to the promotion and sale of their services and products. Competitors' technologies may prove to be superior to ours. Our current products, those under development, and our ability to develop new technologies may not be sufficient to enable us to compete effectively. Competition, especially in China, has increased as new companies enter the market and existing competitors expand their product lines and manufacturing operations.

Adverse changes to the soundness of our suppliers and customers could affect our business and results of operations.

All of our businesses are exposed to risk associated with the creditworthiness of our key suppliers and customers, including pulp and paper manufacturers and other industrial customers, many of which may be adversely affected by the volatile conditions in the financial markets, worldwide economic downturns, and difficult economic conditions. These conditions could result in financial instability, bankruptcy, or other adverse effects at any of our suppliers or customers. The consequences of such adverse effects could include the interruption of production at the facilities of our suppliers, the reduction, delay or cancellation of customer orders, delays in or the inability of customers to obtain financing to purchase our products, and bankruptcy of customers or other creditors. Any adverse changes to the soundness of our suppliers or customers may adversely affect our cash flow, profitability and financial condition.

Changes in our effective tax rate may impact our results of operations.

We derive a significant portion of our revenue and earnings from our international operations, and are subject to income and other taxes in the U.S. and numerous foreign jurisdictions. A number of factors may increase our effective tax rate, including: increases in tax rates in various jurisdictions; unanticipated decreases in the amount of profit in jurisdictions with low statutory tax rates; the resolution of issues arising from tax audits with various tax authorities; changes in the valuation of our deferred tax assets and liabilities; adjustments to income taxes upon finalization of various tax returns; increases in expenses not deductible for tax purposes, including impairments of goodwill in connection with acquisitions; changes in available tax credits or our ability to utilize foreign tax credits; and changes in tax laws or the interpretation of such tax laws. Any significant increase in our future effective tax rates would adversely impact our net income for future periods.

We may be required to reorganize our operations in response to changing conditions in the worldwide economy and the pulp and paper industry, and such actions may require significant expenditures and may not be successful.

We have undertaken various restructuring measures in response to changing market conditions in the countries in which we operate and in the pulp and paper industry in general, which have affected our business. We may engage in additional cost reduction programs in the future. We may not recoup the costs of programs we have already initiated, or other programs in which we may decide to engage in the future, the costs of which may be significant. In connection with any future plant closures, delays or failures in the transition of production from existing facilities to our other facilities in other geographic regions could also adversely affect our results of operations. In addition, it is difficult to accurately forecast our financial performance in periods of economic uncertainty in a region or globally, and the efforts we have made or may make to align our cost structure may not be sufficient or able to keep pace with rapidly changing business conditions. Our profitability may decline if our restructuring efforts do not sufficiently reduce our future costs and position us to maintain or increase our sales.

Adverse changes to the soundness of financial institutions could affect us.

We have relationships with many financial institutions, including lenders under our credit facilities and insurance underwriters, and from time to time, we execute transactions with counterparties in the financial industry, such as our interest rate swap arrangements and other hedging transactions. As a consequence of volatility in the financial markets, these financial institutions or counterparties could be adversely affected and we may not be able to access credit facilities in the future, complete transactions as intended, or otherwise obtain the benefit of the arrangements we have entered into with such financial parties, which could adversely affect our business and results of operations.

Our debt may adversely affect our cash flow and may restrict our investment opportunities.

In 2008, we entered into a five-year unsecured revolving credit facility (2008 Credit Agreement) in the aggregate principal amount of up to $75 million. The 2008 Credit Agreement also includes an uncommitted unsecured incremental borrowing facility of up to an additional $75 million. We had $10 million outstanding under the 2008 Credit Agreement as of April 2, 2011 and we have also borrowed additional amounts under other agreements to fund our operations. We may also obtain additional long-term debt and working capital lines of credit to meet future financing needs, which would have the effect of increasing our total leverage. Our indebtedness could have negative consequences, including:

- increasing our vulnerability to adverse economic and industry conditions,
- limiting our ability to obtain additional financing,
- limiting our ability to pay dividends on or to repurchase our capital stock,
- limiting our ability to complete a merger or an acquisition,
- limiting our ability to acquire new products and technologies through acquisitions or licensing agreements, and
- limiting our flexibility in planning for, or reacting to, changes in our business and the industries in which we compete.

Our existing indebtedness bears interest at floating rates and as a result, our interest payment obligations on our indebtedness will increase if interest rates increase. As of April 2, 2011, all of our outstanding floating rate debt was hedged through interest rate swap agreements. The unrealized loss associated with these swap agreements was $1.4 million as of April 2, 2011. This unrealized loss represents the estimated amount for which the swap agreements could be settled. The counterparty to the swap agreements could demand an early termination of the swap agreements if we are in default under the 2008 Credit Agreement, or any agreement that amends or replaces the 2008 Credit Agreement in which the counterparty is a member, and we are unable to cure the default. If these swap agreements were terminated prior to the scheduled maturity date and if we were required to pay cash for the value of the swap, we would incur a loss, which would adversely affect our financial results.

Our ability to satisfy our obligations and to reduce our total debt depends on our future operating performance and on economic, financial, competitive, and other factors beyond our control. Our business may not generate sufficient cash flows to meet these obligations or to successfully execute our business strategy. The 2008 Credit Agreement includes certain financial covenants and our failure to comply with these covenants could result in an event of default under the 2008 Credit Agreement, the swap agreements, and our other credit facilities, and would have significant negative consequences for our current operations and our future ability to fund our operations and grow our business. If we are unable to service our debt and fund our business, we may be forced to reduce or delay capital expenditures or research and development expenditures, seek additional financing or equity capital, restructure or refinance our debt, or sell assets.

Restrictions in our 2008 Credit Agreement may limit our activities.

Our 2008 Credit Agreement contains, and future debt instruments to which we may become subject may contain, restrictive covenants that limit our ability to engage in activities that could otherwise benefit us, including restrictions on our ability and the ability of our subsidiaries to:

- incur additional indebtedness,
- pay dividends on, redeem, or repurchase our capital stock,
- make investments,
- create liens,
- sell assets,
- enter into transactions with affiliates, and
- consolidate, merge, or transfer all or substantially all of our assets and the assets of our subsidiaries.

We are also required to meet specified financial covenants under the terms of our 2008 Credit Agreement. Our ability to comply with these financial restrictions and covenants is dependent on our future performance, which is subject to prevailing economic conditions and other factors, including factors that are beyond our control such as currency exchange rates, interest rates, changes in technology, and changes in the level of competition. Our failure to comply with any of these restrictions or covenants may result in an event of default under our 2008 Credit Agreement and other loan obligations, which could permit acceleration of the debt under those instruments and require us to repay the debt before its scheduled due date. If an event of default were to occur, we might not have sufficient funds available to make the payments required under our indebtedness. If we are unable to repay amounts owed under our debt agreements, those lenders may be entitled to foreclose on and sell the collateral that secures our borrowings under the agreements.

The inability of Composites LLC to pay claims against it has exposed us to litigation, which if we are unable to successfully defend, could have a material adverse effect on our consolidated financial results.

On October 21, 2005, our Composites LLC subsidiary sold substantially all of its assets to a third party and retained certain liabilities associated with the operation of the business prior to the sale, including warranty obligations related to products manufactured prior to the sale date (Retained Liabilities). Composites LLC retained all of the cash proceeds received from the asset sale in 2005 and continued to administer and pay warranty claims from the sale proceeds into the third quarter of 2007, when it announced that it no longer had sufficient funds to honor warranty claims, was unable to pay or process warranty claims, and ceased doing business.

Composites LLC, jointly and severally with its parent company Kadant Inc., agreed to indemnify the original buyer and a subsequent purchaser of the business against losses arising from claims associated with the Retained Liabilities. This indemnification obligation is contractually limited to approximately $8.4 million. All activity related to this business is classified in the results of the discontinued operation in our consolidated financial statements.

We were previously named as co-defendants, together with Composites LLC and two other defendants, in several state class action complaints and one federal class action complaint filed in 2008 and 2009, as disclosed in our prior SEC filings. These complaints sought to recover damages allegedly associated with the composite building products manufactured by Composites LLC between April 2002 and October 2003. This litigation has been dismissed, in the case of the federal class action, and voluntarily withdrawn without prejudice by the state plaintiffs. We continue to discuss with these plaintiffs potential alternative dispute resolution or other settlement of these matters. There can be no assurance that the parties will reach a resolution on terms satisfactory to the parties, or that these or other plaintiffs will not file new complaints against us or the other parties indemnified by Composites LLC. While we believe any such asserted or possible claims against us or other indemnified parties would be without merit, the cost of litigation and the outcome, including any settlement, could adversely affect our consolidated financial results.

An increase in the accrual for warranty costs of the discontinued operation adversely affects our consolidated financial results.

The discontinued operation has experienced significant liabilities associated with warranty claims related to its composite decking products manufactured prior to the sale of the business in 2005. The accrued warranty costs of the discontinued operation as of April 2, 2011 represents the low end of the estimated range of warranty costs based on the level of claims received before Composites LLC ceased operations and judgments entered against it in litigation. Composites LLC has calculated that the total potential warranty cost ranges from $2.1 million to approximately $13.1 million. The high end of the range represents the estimated maximum level of warranty claims remaining based on the total sales of the products under warranty. On September 30, 2007, the discontinued operation ceased doing business and has no employees or other service providers to collect or process warranty claims. Composites LLC will continue to record adjustments to accrued warranty costs to reflect the minimum amount of the potential range of loss for products under warranty based on any judgments entered against it in litigation, which will adversely affect our consolidated results.

Our inability to successfully identify and complete acquisitions or successfully integrate any new or previous acquisitions could have a material adverse effect on our business.

Our strategy includes the acquisition of technologies and businesses that complement or augment our existing products and services. Any such acquisition involves numerous risks that may adversely affect our future financial performance and cash flows. These risks include:

– competition with other prospective buyers resulting in our inability to complete an acquisition or in us paying substantial premiums over the fair value of the net assets of the acquired business,
– inability to obtain regulatory approval, including antitrust approvals,
– difficulty in assimilating operations, technologies, products and the key employees of the acquired business,
– inability to maintain existing customers or to sell the products and services of the acquired business to our existing customers,
– diversion of management’s attention away from other business concerns,
– inability to improve the revenues and profitability or realize the cost savings and synergies expected in the acquisition,
– assumption of significant liabilities, some of which may be unknown at the time,
– potential future impairment of the value of goodwill and intangible assets acquired, and
– identification of internal control deficiencies of the acquired business.

In 2008, we recorded a $40.3 million impairment charge to write down the goodwill associated with the stock-preparation reporting unit within our Papermaking Systems segment. We may incur additional impairment charges to write down the value of our goodwill and acquired intangible assets in the future if the assets are not deemed recoverable, which could have a material adverse effect on our operating results.

Our inability to protect our intellectual property could have a material adverse effect on our business. In addition, third parties may claim that we infringe their intellectual property, and we could suffer significant litigation or licensing expense as a result.

We seek patent and trade secret protection for significant new technologies, products, and processes because of the length of time and expense associated with bringing new products through the development process and into the marketplace. We own numerous U.S. and foreign patents, and we intend to file additional applications, as appropriate, for patents covering our products. Patents may not be issued for any pending or future patent applications owned by or licensed to us, and the claims allowed under any issued patents may not be sufficiently broad to protect our technology. Any issued patents owned by or licensed to us may be challenged, invalidated, or circumvented, and the rights under these patents may not provide us with competitive advantages. In addition, competitors may design around our technology or develop competing technologies. Intellectual property rights may also be unavailable or limited in some foreign countries, which could make it easier for competitors to capture increased market share. We could incur substantial costs to defend ourselves in suits brought against us, including for alleged infringement of third party rights, or in suits in which we may assert our intellectual property rights against others. An unfavorable outcome of any such litigation could have a material adverse effect on our business and results of operations. In addition, as our patents expire, we rely on trade secrets and proprietary know-how to protect our products. We cannot be sure the steps we have taken or will take in the future will be adequate to deter misappropriation of our proprietary information and intellectual property. Of particular concern are developing countries, such as China, where the laws, courts, and administrative agencies may not protect our intellectual property rights as fully as in the United States or Europe.
We seek to protect trade secrets and proprietary know-how, in part, through confidentiality agreements with our collaborators, employees, and consultants. These agreements may be breached, we may not have adequate remedies for any breach, and our trade secrets may otherwise become known or be independently developed by our competitors, or our competitors may otherwise gain access to our intellectual property.

Our share price will fluctuate.

Stock markets in general and our common stock in particular experienced significant price and volume volatility during 2008 and 2009 and may experience significant price and volume volatility from time to time in the future. The market price and trading volume of our common stock may continue to be subject to significant fluctuations due not only to general stock market conditions but also to a change in sentiment in the market regarding our operations, business prospects, or future funding. Given the nature of the markets in which we participate and the impact of accounting standards related to revenue recognition, we may not be able to reliably predict future revenues and profitability, and unexpected changes may cause us to adjust our operations. A large proportion of our costs are fixed, due in part to our significant selling, research and development, and manufacturing costs. Thus, small declines in revenues could disproportionately affect our operating results. Other factors that could affect our share price and quarterly operating results include:

– failure of our products to pass contractually agreed upon acceptance tests, which would delay or prohibit recognition of revenues under applicable accounting guidelines,
– changes in the assumptions used for revenue recognized under the percentage-of-completion method of accounting,
– fluctuations in revenues due to customer-initiated delays in product shipments,
– failure of a customer, particularly in Asia, to comply with an order’s contractual obligations or inability of a customer to provide financial assurances of performance,
– adverse changes in demand for and market acceptance of our products,
– competitive pressures resulting in lower sales prices for our products,
– adverse changes in the pulp and paper industry,
– delays or problems in our introduction of new products,
– delays or problems in the manufacture of our products,
– our competitors’ announcements of new products, services, or technological innovations,
– contractual liabilities incurred by us related to guarantees of our product performance,
– increased costs of raw materials or supplies, including the cost of energy,
– changes in the timing of product orders,
– impact of new acquisition accounting, including the treatment of acquisition and restructuring costs as period costs,
– fluctuations in our effective tax rate,
– the operating and share price performance of companies that investors consider to be comparable to us, and
– changes in global financial markets and global economies and general market conditions.

Anti-takeover provisions in our charter documents, under Delaware law, and in our shareholder rights plan could prevent or delay transactions that our shareholders may favor.

Provisions of our charter and bylaws may discourage, delay, or prevent a merger or acquisition that our shareholders may consider favorable, including transactions in which shareholders might otherwise receive a premium for their shares. For example, these provisions:

– authorize the issuance of "blank check" preferred stock without any need for action by shareholders,
– provide for a classified board of directors with staggered three-year terms,
– require supermajority shareholder voting to effect various amendments to our charter and bylaws,
– eliminate the ability of our shareholders to call special meetings of shareholders,
– prohibit shareholder action by written consent, and
– establish advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted on by shareholders at shareholder meetings.

In addition, our board of directors adopted a shareholder rights plan in 2001 intended to protect shareholders in the event of an unfair or coercive offer to acquire our company and to provide our board of directors with adequate time to evaluate unsolicited offers. Preferred stock purchase rights have been distributed to our common shareholders pursuant to the rights plan. This rights plan may have anti-takeover effects. The rights plan will cause substantial dilution to a person or group that attempts to acquire us on terms that our board of directors does not believe are in our best interests and those of our shareholders and may discourage, delay, or prevent a merger or acquisition that shareholders may consider favorable, including transactions in which shareholders might otherwise receive a premium for their shares. The shareholder rights plan will expire in July 2011 and our board of directors does not intend to renew it at this time.

Item 6 – Exhibits

See Exhibit Index on the page immediately preceding exhibits.

KADANT INC.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized as of the 11th day of May, 2011.

KADANT INC.

/s/ Thomas M. O'Brien

Thomas M. O'Brien
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

KADANT INC.

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
10.1*	Restoration Plan of the Registrant.
10.2*	Amended and Restated 2006 Equity Incentive Plan of the Registrant.
31.1	Certification of the Principal Executive Officer of the Registrant Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of the Principal Financial Officer of the Registrant Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
32	Certification of the Chief Executive Officer and the Chief Financial Officer of the Registrant Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Management contract or compensatory plan or arrangement.

Exhibit 10.1
Execution Copy

KADANT INC.

RESTORATION PLAN

March 10, 2011

TABLE OF CONTENTS

Article 1

PURPOSE AND INTENT

Kadant Inc. (the "Company") maintains this Restoration Plan (the "Plan") to provide supplemental retirement benefits which cannot be provided under the Kadant Web Systems, Inc. Retirement Plan (the "Qualified Plan") and to thereby retain and motivate the Company's eligible senior executives. The Plan is intended to be "a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and shall be interpreted and administered in a manner consistent therewith.

This Plan is intended to provide for deferred compensation that is subject to and compliant with the requirements of section 409A of the Code and the guidance issue pursuant thereto. The Plan shall be administered and interpreted to the extent possible in a manner consistent with that intent.

Article 2

DEFINITIONS

Whenever used herein, unless the context clearly indicates otherwise, the following words and phrases shall have the meanings herein specified, and the following definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined. The masculine pronoun whenever used herein shall include the feminine and neuter genders and the singular number as used herein shall include the plural, and the plural the singular, unless the context clearly indicates a different meaning. Terms not otherwise defined herein shall have the meaning ascribed to them in the Qualified Plan.

2.1 **Actuarial Equivalent** is determined using the assumptions set forth in the Qualified Plan for purposes of determining the lump sum present value of an accrued benefit.

2.2 **Change in Control** means an event or occurrence set forth in any one or more of subsections (a) through (d) below (including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection):

a. the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d 3 promulgated under the Exchange Act) 20% or more of either (i) the then outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (ii) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition by the Company, (ii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (iii) any acquisition by any corporation pursuant to a transaction which complies with clauses (i) and (ii) of subsection (c) of this Section 2.2; or

b. such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (i) who was a member of the Board on the date of the execution of this Agreement or (ii) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (ii) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or

c. the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (i) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 80% of the then outstanding shares of common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (ii) no Person (excluding the Acquiring Corporation or any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 20% or more of the then outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors; or

d. approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

2.3 **Committee** means the Compensation Committee of the Board of Directors, or any successor committee charged with responsibility relating to compensation of the Company’s executive officers.

2.4 **Company** means Kadant Inc.

2.5 **Disability** means a physical or mental condition entitling a Participant to benefits under the Company’s long-term disability plan or which, as determined by the Federal Social Security Administration, renders the Participant eligible to receive disability benefits under Title II of the Federal Social Security Act, as amended from time to time.

2.6 **Effective Date** means March 10, 2011.

2.7 **Employee** means any person employed by the Company or a Participating Employer or a successor in a merger or other reorganization.

2.8 **Employment** means service in the employ of the Company, or a successor in a merger or other reorganization.

2.9 **Executive Officer** means an executive officer of the Company.

2.10 **Participant** means an individual who participates in the Plan in accordance with Article 4.

2.11 **Participating Employer** means Kadant Inc. and any affiliated employer designated as a “participating employer” by the Committee.

2.12 **Plan Benefit** means the benefit payable in accordance with the Plan.

2.13 **Plan Year** means the calendar year.

2.14 **Qualified Plan Benefit** means the annual benefit payable under the Qualified Plan in the form of a single-life annuity at a Participant's Normal Retirement Date or, if later, at the Participant's Separation from Service.

2.15 **Separation from Service** means, with respect to a Participant, the earliest to occur of the following: (i) the date on which the level of bona fide services the Participant is expected to perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than 20 percent of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the Company if the Participant has been providing services to the Company less than 36 months); (ii) the date immediately following a 6 month leave of absence, other than for a disability, unless the Participant retains a right to reemployment under an applicable statute or by contract; or (iii) the date immediately following a 29 month leave of absence for a disability, unless otherwise terminated by the Company or the Participant, regardless of whether the employee retains a contractual right to reemployment. "Separation from Service" as defined herein is intended to be interpreted consistently with "Separation from Service" within the meaning of Treas. Reg. § 1.409A-1(h).

2.16 **Specified Employee** mean an employee of the Company or other Participating Employer who, as of the date of the employee's Separation from Service, is a key employee of the Company, meeting the requirements of Code section 416(i)(1)(A)(i), (ii) or (iii) (applied in accordance with the regulations thereunder and disregarding Code section 416(i)(5)) at any time during the 12-month period ending on December 31. If an employee is a key employee as of a December 31, the employee is treated as a key employee hereunder for the twelve-month period commencing the subsequent April 1. In accordance with Code section 416(i)(1)(A), no more than 50 people shall be treated as "officers" within the meaning of Code section 416(i)(1)(A)(i).

2.17 **Total Compensation** means "Compensation" as defined under the Qualified Plan except that Total Compensation shall be determined without respect to the limits of Section 401(a)(17) of the Code.

Article 3

ADMINISTRATION

The Plan shall be administered by the Committee. The Committee shall have the authority to interpret the provisions of the Plan and decide all questions and settle all disputes which may arise in connection with the Plan, all in the sole exercise of its discretion. The Committee may establish operative and administrative rules and procedures in connection therewith, and may provide the delegation of day-to-day administration to the Company's officers, provided that such procedures are consistent with the requirements of Section 503 of ERISA. All interpretations, decisions and determinations made by the Committee or its delegate shall be final, conclusive and binding on all persons concerned. The Committee and the individual members thereof and its delegates shall be indemnified by the Company against any and all liabilities arising by reason of any act or failure to act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

Article 4

PARTICIPATION

4.1 **Participation.** Participants shall be those Employees who from time to time:

a. are participants in the Qualified Plan, and

b. either (i) are an Executive Officer on or after the Effective Date, or (ii) are both selected by the Committee as a Participant and who are "management" or "highly compensated" employees within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

4.2 **Termination of Participation.** A Participant's participation in the Plan shall end upon his Separation from Service with the Company for any reason or his ceasing to be an Employee eligible to participate under Section 4.1. In addition, the Committee may terminate a Participant's participation in the Plan, but such termination shall not reduce the obligation of the Company to any Participant below the amount to which he would be entitled under the Plan as in effect immediately prior to such termination of participation if his Employment with the Company were then terminated.

Article 5

PLAN BENEFITS

5.1 **Amount of Plan Benefit.** A Participant who becomes vested pursuant to Article 6 shall be entitled to a lump sum benefit that is the Actuarial Equivalent lump sum, calculated as of the payment date provided in Section 5.3, of the difference between (a) and (b), where:

a. single life annuity payable at the Participant's Normal Retirement Date or, if later, at the Participant's Separation from Service, determined under the provisions of Section 3.1 of the Qualified Plan, but (i) substituting the Participant's Total Compensation determined under this Plan for the Participant's "Compensation" determined under the Qualified Plan, (ii) ignoring any limitations under Code section 415 or 401(a)(17), and (iii) taking into account only Total Compensation and service through the date the Participant's participation in the Plan is terminated; and

b. the Participant's Qualified Plan Benefit.

5.2 **Form of Payment.** The form of payment shall be a single lump sum that is the Actuarial Equivalent of the Plan Benefit described in Section 5.1.

5.3 **Time of Payment.** Benefit payments will be made on the date which is 6 months and 1 day after the date of the Participant's Separation from Service as determined under section 409A of the Code.

Article 6

VESTING

6.1 **Full Vesting**. A Participant who commences participation in the Plan on the Effective Date shall become fully vested on December 31, 2013, provided he is an Employee on such date (or, if earlier, upon death or Disability while an Employee). Each other Participant shall become fully vested upon the earliest of:

a. death;

b. Disability, or

c. the third anniversary of his commencement of participation in the Plan, provided he is an Employee on such date.

6.2 **Separation from Service.** A Participant who experiences a Separation from Service with the Company before he satisfies the conditions stated in Section 6.1 shall not be entitled to any benefits hereunder.

6.3 **Change in Control.** Upon a Change in Control, Article 7 shall become operative to override the provisions of Sections 6.1 and 6.2.

Article 7

CHANGE IN CONTROL

7.1 **Additional Retirement Security.** Upon a Change in Control, the provisions of this Article 7 shall become operative and shall supersede any conflicting provisions in the Plan.

7.2 **Participation Frozen.** No new Participants shall be admitted to participation after the occurrence of the Change in Control.

7.3 **Accelerated Vesting.** Each Participant in the employ of the Company on the date of the Change in Control shall become 100% vested in his Plan Benefit.

Article 8

FORFEITURE OF BENEFITS

To the extent permitted by applicable law and notwithstanding anything in the Plan to the contrary, a Participant who acts in a manner prejudicial to the interests of the Company shall forfeit his rights to benefits under the Plan. A Participant shall be deemed to have acted in a manner prejudicial to the interests of the Company if, at any time within one (1) year after Separation from Service, the Participant engages in any activity in competition with any business activity of the Company, or inimical, contrary or harmful to the interests of the Company, including, but not limited to:

(i) conduct related to the Participant's employment for which either criminal or civil penalties may be sought against the Participant,

(ii) violation of Company policies, including, without limitation, the Company's personnel and insider trading policies,

(iii) accepting employment that is in competition with or acting against the interests of the Company,

(iv) employing or recruiting any present, former or future employee of the Company,

(v) disclosing or misusing any confidential information or material concerning the Company, or

(vi) participating in a hostile takeover attempt, tender offer or proxy contest.

If this Article 8, or any portion thereof, is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then such provision shall be fully severable, and the remaining provisions of the Plan shall remain in full force and effect and shall not be affected by the severed provision or by its severance.

Article 9

AMENDMENT OR TERMINATION

The Company intends the Plan to be permanent but reserves the right to amend or terminate the Plan upon action of the Committee. Any amendment approved by the Committee must be in writing and be executed by an officer of the Company authorized to take such action. No amendment or termination shall directly or indirectly deprive any current or former Participant or beneficiary of all or any portion of any benefit payment which has commenced prior to the effective date of such amendment or termination or which could be payable if the Participant terminated employment for any reason, including death, immediately prior to the effective date such amendment or termination. Notwithstanding any other provision of the Plan, in the event of Plan termination, vested benefits shall be distributed to Participants in lump sum payments as soon as permitted under Treas. Reg. § 1.409A-3(j)(4)(ix).

Article 10

CLAIMS PROCEDURES

10.1 **General.** Any claim for benefits under the Plan shall be filed by the Participant or beneficiary (claimant) of the Plan on the form prescribed for such purpose with the Committee, or in lieu thereof, by written communication which is made by the claimant's authorized representative in a manner reasonably calculated to bring the claim to the attention of the Committee.

10.2 **Denials.** If a claim for a Plan benefit is wholly or partially denied, notice of the decision shall be furnished to the claimant by the Committee within a reasonable period of time after receipt of the claim by the Committee.

10.3 **Notice.** Any claimant who is denied a claim for benefits shall be furnished written notice setting forth:

a. the specific reason or reasons for the denial;

b. specific reference to the pertinent Plan or provision upon which the denial is based;

c. a description of any additional material or information necessary for the claimant to perfect the claim; and

d. an explanation of the Plan's claim review procedure.

10.4 **Appeals Procedure.** To appeal the denial of a claim, a claimant or his duly authorized representative:

a. may request a review by written application to the Company's Board of Directors, or its designate, not later than sixty (60) days after receipt by the claimant of written notification of denial of claim;

b. may review pertinent documents; and

c. may submit issues and comments in writing.

10.5 **Review.** A decision on review of a denied claim shall be made not later than sixty (60) days after receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered within a reasonable period of time, but not later than 120 days after receipt of a request for review. The decision on review shall be in writing and shall include the specific reason(s) for the decision and the specific reference(s) to the pertinent Plan provisions on which the decision is based.

10.6 **Arbitration.** Any controversy or claim arising under or relating to a claim for benefits under the Plan shall be resolved by binding arbitration in accordance with the rules and procedures of the American Arbitration Association. The Plan shall not be required to submit any such claim or controversy until the claimant has first exhausted the procedures described in Section 10.5 although the Committee may voluntarily do so at any point in processing an appeal from a prior claim denial or other disputed benefit determination.

The costs of any such arbitration shall be borne equally by the Company and the claimant. Each party shall be responsible for its own legal expenses. The decision of the arbitrator shall be final and binding on all parties and judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

Article 11

GENERAL PROVISIONS

11.1 **Plan Not Funded.** The Plan is intended to be and shall be construed and administered as an employee pension benefit plan under Section 3(2)(A) of ERISA which is unfunded and maintained by the Company solely to provide deferred compensation to a "select group of management or highly compensated employees" within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. The obligation of the Company to make payments under the Plan constitutes nothing more than an unsecured promise of the Company to make such payments. No Participant, beneficiary or any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under the Plan and any such Participant, beneficiary or other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan. Kadant Inc.., in its sole discretion, may create one or more trusts to hold assets of the Plan and to provide for the payment of benefits. Kadant Inc. shall be the owner of each trust and the trust corpus shall be subject to the claims of general creditors in the event of the bankruptcy or insolvency of Kadant Inc. The trusts shall contain such other terms and conditions as Kadant Inc. may deem necessary or advisable to ensure that benefits are not includable, by reason of the trusts, in the income of trust beneficiaries prior to actual distribution and that the existence of the trusts does not cause the Plan to be considered "funded" for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended.

11.2 **No Guaranty of Benefits.** Nothing contained in the Plan shall constitute a guaranty by the Company or any other entity or person that the assets of the Company will be sufficient to pay any benefit hereunder.

11.3 **No Enlargement of Employee Rights.** No Participant or beneficiary shall have any right to a benefit under the Plan except in accordance with terms of the Plan. Establishment of the Plan shall not be construed to give any Participant the right to be retained in the service of the Company.

11.4 **Spendthrift Provision.** No interest of any person or entity in, or right to receive a benefit under, the Plan shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind; nor may such interest or right to receive a benefit be taken, either voluntarily or involuntarily, for the satisfaction of the debts or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings.

11.5 **Applicable Law.** Subject to ERISA to the extent applicable, the provisions of this Plan shall be construed and administered under the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws and principles.

11.6 **Incapacity of Recipient.** If any person entitled to a benefit payment under the Plan is deemed by the Company to be incapable of personally receiving and giving a valid receipt for such payment, then, unless and until claim therefor shall have been made by a duly appointed guardian or other legal representative of such person, the Company may provide for such payment or any part thereof to be made to any other person or institution than contributing toward or providing for the care and maintenance of such person. Any such payment shall be a payment for the account of such person and a complete discharge of any liability of the Company and the Plan thereof.

11.7 **Corporate Successors.** The Plan shall not be automatically terminated by a transfer or sale of assets of the Company.

11.8 **Taxes**. The Company shall withhold from any distribution made under the Plan or from other compensation payable to the Participant such amount or amounts as may be required for purposes of complying with the tax withholding provisions of the Code or any applicable State, local or other law. For each Plan Year, arrangements satisfactory to the Company (including withholding from other compensation payable to the Participant) shall be made for the payment of the Participant's share of employment or other similar taxes payable with respect to contributions hereunder.

11.9 **Section 409A**. The Plan is intended to comply with the requirements of section 409A of the Code and shall be interpreted and construed consistently with such intent. In the event the terms of the Plan would subject any Participant or beneficiary to taxes or penalties under section 409A of the Code ("409A Penalties"), the Company may amend the terms of the Plan to avoid such 409A Penalties, to the extent possible. Notwithstanding the foregoing, under no circumstances shall the Company be responsible for any taxes, penalties, interest or other loses or expenses incurred by a Participant or other person due to any failure to comply with section 409A of the Code.

IN WITNESS WHEREOF, the Company has caused the Plan to be executed by its duly authorized representative this 10th day of March, 2011.

KADANT INC.

By: /s/ Thomas M. O'Brien

Title: Executive Vice President & Chief
Financial Officer

Exhibit 10.2

KADANT INC.
AMENDED AND RESTATED
2006 EQUITY INCENTIVE PLAN

1. Purpose

The purpose of this 2006 Equity Incentive Plan (the "Plan") of Kadant Inc. (the "Company") is to advance the interests of the Company and its stockholders by enhancing the Company's ability to attract, retain and motivate persons (such as employees, officers and directors of, and consultants to, the Company and its subsidiaries) who are expected to make significant contributions to the future growth and success of the Company and its subsidiaries. The Plan is intended to accomplish these goals by enabling the Company to offer such persons equity ownership opportunities or performance-based stock incentives in the Company, or any combination thereof ("Awards"), that are intended to align their interests with those of the Company's stockholders and to encourage them to continue in the service of the Company and to pursue the long-term growth, profitability and financial success of the Company.

2. Administration

The Plan will be administered by the Board of Directors of the Company (the "Board"). The Board shall have full power to interpret and administer the Plan, including full authority to:

- prescribe, amend and rescind rules and regulations relating to the Plan and Awards,
- select the persons to whom Awards will be granted ("Participants"),
- determine the type and amount of Awards to be granted to Participants (including any combination of Awards),
- determine the terms and conditions of Awards granted under the Plan (including terms and conditions relating to events of merger, consolidation, dissolution and liquidation, change in control, vesting, forfeiture, restrictions, dividends and interest, if any, on deferred amounts),
- waive compliance by a Participant with any obligation to be performed by him or her under an Award,
- waive any term or condition of an Award, cancel an existing Award in whole or in part with the consent of a Participant,
- grant replacement Awards,
- accelerate the vesting or lapse of any restrictions of any Award,
- correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award, and
- adopt the form of instruments evidencing Awards under the Plan and change such forms from time to time.

Any interpretation by the Board of the terms and provisions of the Plan or any Award thereunder and the administration thereof, and all action taken by the Board, shall be final, binding and conclusive on all parties and any person claiming under or through any party. No director shall be liable for any action or determination made in good faith.

The Board may, to the full extent permitted by law, delegate any or all of its responsibilities under the Plan to a committee (the "Committee") appointed by the Board and consisting of independent members of the Board. All references in the Plan to the "Board" shall mean the Board or a Committee of the Board to the extent that the Board's powers or authority under the Plan have been delegated to such Committee.

3. **Effective Date**

The Plan was adopted by the Board on March 7, 2006 and approved by the Company's stockholders on May 25, 2006. No Awards may be granted under the Plan unless and until the Plan has been approved by the Company's stockholders and no Awards may be made under the Plan after the tenth anniversary of the date of such stockholder approval.

4. **Shares Available for Awards**

4.1 Authorized Number of Shares

Subject to adjustment as provided in Section 9.6, the total number of shares of common stock of the Company, par value $.01 per share (the "Common Stock"), reserved and available for distribution under the Plan shall be 1,230,000 shares[1]. Such shares may consist, in whole or in part, of authorized and unissued shares or treasury shares.

4.2 Share Counting

The following rules shall apply in determining the number of shares of Common Stock remaining available for issuance under the Plan:

- shares of Common Stock covered by Awards of stock appreciation rights shall be counted against the number of shares available for the grant of Awards under the Plan; provided that Awards of stock appreciation rights that may be settled in cash only shall not be so counted;
- if any Award of shares of Common Stock expires or terminates without having been exercised in full, is forfeited or is otherwise terminated, surrendered or cancelled in whole or in part (including as a result of shares of Common Stock subject to such Award being repurchased by the Company pursuant to the terms of any Award, the unused shares of Common Stock covered by such Award shall be available again for the future grant of Awards under the Plan, subject, however, in the case of Incentive Stock Options (as hereinafter defined), to any applicable limitations under the Internal Revenue Code of 1986, as amended (the "Code");

---

[1] 900,000 shares were approved by the board on March 7, 2006 and approved by stockholder on May 25, 2006. The board approved an additional 330,000 shares on March 10, 2011, subject to stockholder approval at the 2011 Annual Meeting of Stockholders to be held on May 25, 2011.

- if any Award results in Common Stock not being issued (including as a result of an stock appreciation right that could be settled either in cash or in stock and was actually settled in cash), the unused shares of Common Stock covered by such Award shall be available again for the future grant of Awards under the Plan, subject, however, in the case of Incentive Stock Options (as hereinafter defined), to any limitations under the Code;
- Shares of Common Stock tendered to the Company by a Participant to purchase shares of Common Stock upon the exercise of an Award or to satisfy tax withholding obligations (including shares retained from the Award creating the tax obligation), the number of shares tendered shall be added to the number of shares of Common Stock available for the future grant of Awards under the Plan; and
- Any shares of Common Stock underlying Awards granted in assumption of, or in substitution for, outstanding awards previously granted by a company acquired by the Company or any of its subsidiaries or affiliates or with which the Company or any of its subsidiaries or affiliates combines, shall not, unless required by law or regulation, count against the number of shares of Common Stock available for the future grant of Awards under the Plan.

4.3 **Participant Limitation**

Subject to adjustment as provided in Section 9.6, the maximum number of shares of Common Stock permitted to be granted under any Award or combination of Awards to a single Participant during any one calendar year shall be 500,000 shares of Common Stock.

5. **Eligibility**

All of the employees, officers and directors of, and consultants to, the Company and its subsidiaries, or other persons are eligible to receive Awards under the Plan. The Board, or other appropriate committee or person to the extent permitted pursuant to the last two sentences of Section 2, shall from time to time select from among such eligible persons those who will receive Awards under the Plan.

6. **Types of Awards**

The Board may offer Awards under the Plan in any form of equity-based interest, equity-based incentive or performance-based stock incentive in Common Stock of the Company or any combination thereof. The type, terms and conditions and restrictions of an Award shall be determined by the Board at the time such Award is made to a Participant. An Award shall be made at the time specified by the Board, shall be subject to such conditions or restrictions as may be imposed by the Board and shall conform to the general rules applicable under the Plan as well as any special rules then applicable under federal tax laws or regulations or the federal securities laws relating to the type of Award granted.

Without limiting the foregoing, Awards may take the following forms and shall be subject to the following rules and conditions:

6.1 Options

An option is an Award that entitles the holder on exercise thereof to purchase Common Stock at a specified exercise price. Options granted under the Plan may be either incentive stock options ("incentive stock options") that meet the requirements of Section 422 of the Code, or options that are not intended to meet the requirements of Section 422 of the Code ("nonstatutory options").

6.1.1 Option Price. The price at which Common Stock may be purchased upon exercise of an option shall be determined by the Board, provided however, the exercise price shall not be less than 100% of the fair market value per share of Common Stock as determined by (or in a manner approved by) the Board as of the date of grant.

6.1.2 Option Grants. The granting of an option shall take place at the time specified by the Board. Options shall be evidenced by written option agreements. Such agreements shall conform to the requirements of the Plan, and may contain such other provisions (including but not limited to vesting and forfeiture provisions, acceleration, change in control, protection in the event of merger, consolidations, dissolutions and liquidations) as the Board shall deem advisable. Option agreements shall expressly state whether an option grant is intended to qualify as an incentive stock option or nonstatutory option.

6.1.3 Option Period. An option will become exercisable at such time or times (which may be immediately or in such installments as the Board shall determine) and on such terms and conditions as the Board shall specify. The option agreements shall specify the terms and conditions applicable in the event of an option holder's termination of employment during the option's term. No option may be granted for a term in excess of 10 years.

Any exercise of an option must be in writing, signed by the proper person and delivered or mailed to the Company, accompanied by (1) any additional documents required by the Board and (2) payment in full in accordance with Section 6.1.4 for the number of shares for which the option is exercised.

6.1.4 Payment of Exercise Price. Stock purchased on exercise of an option shall be paid for as follows: (1) in cash or by check (subject to such guidelines as the Company may establish for this purpose), bank draft or money order payable to the order of the Company or (2) if so permitted by the instrument evidencing the option (or in the case of a nonstatutory option, by the Board at or after grant of the option), (i) through the delivery of shares of Common Stock that have been outstanding for at least six months (or such other minimum length of time the Board expressly approves) and that have a fair market value (determined in accordance with procedures prescribed by the Board) equal to the exercise price, (ii) by delivery of a promissory note of the option holder to the Company, payable on such terms as are specified by the Board, (iii) by delivery of an unconditional and irrevocable undertaking by a broker to deliver promptly to the Company sufficient funds to pay the exercise price, (iv) by any combination of the foregoing permissible forms of payment or (v) such other lawful consideration as the Board may determine.

6.1.5 **Limitation on Repricing**. Unless approved by the Company's stockholders, (i) no outstanding option granted under the Plan may be amended to provide an exercise price per share that is lower than the current exercise price per share of such outstanding option (other than adjustments pursuant to Section 9.6) and (ii) no outstanding option granted under the Plan may be cancelled, exchanged, bought out, replaced or surrendered in exchange for cash, other Awards, or options with an exercise price that is less than the current exercise price per share of such outstanding option (other than adjustments pursuant to Section 9.6).

6.1.6 **Special Rules for Incentive Stock Options.** Each provision of the Plan and each option agreement evidencing an incentive stock option shall be construed so that each incentive stock option shall be an incentive stock option as defined in Section 422 of the Code or any statutory provision that may replace such Section, and any provisions thereof that cannot be so construed shall be disregarded. Instruments evidencing incentive stock options shall contain such provisions as are required under applicable provisions of the Code. Incentive stock options may be granted only to employees of the Company and its subsidiaries.

6.2 **Stock Appreciation Rights**

A stock appreciation right ("SAR") is an Award entitling the recipient, upon exercise, to receive an amount in cash or Common Stock or a combination thereof (in such form to be determined by the Board) determined in whole or in part by reference to appreciation after the date of grant in the fair market value of a share of Common Stock. The terms of SARs shall be determined by the Board in its discretion. SARs may be granted in tandem with, or separately from, Options granted under the Plan. No SAR may be granted for a term in excess of 10 years.

6.2.1 **Tandem Awards.** Participants may be granted a tandem SAR, consisting of SARs granted with an underlying option, exercisable upon such terms and conditions as the Board shall establish, provided that the tandem SAR will have the same exercise price and maximum term of the underlying option. Tandem SARs shall provide that the Participant may elect between the exercise of the underlying option for shares of Common Stock or the surrender of the option in exchange for a distribution from the Company in an amount equal to the excess of (a) the fair market value (on the option surrender date) of the number of shares in which the Participant is at the time vested under the surrendered option (or surrendered portion thereof) over (b) the aggregate exercise price payable for such vested shares. No option surrender shall be effective unless it is approved by the Board, either at the time of the actual option surrender or at any earlier time. If the option surrender is approved, then the distribution to the Participant may be made in shares valued at fair market value (on the option surrender date), in cash, or party in shares and partly in cash, as the Board shall deem appropriate. If the surrender of an option is not approved by the Board, then the Participant shall retain whatever rights he or she had under the surrendered option (or surrendered portion thereof) on the option surrender date and may exercise such rights in accordance with the terms of the option Award.

6.2.2 **Stand-alone SARs.** Participants may be granted a SAR not expressly granted in tandem with an option. The stand-alone SAR shall cover a specified number of shares of Common Stock and will become exercisable at such time or times and on such conditions as the Board may specify in the SAR Award. Upon exercise of a stand-alone SAR, a Participant shall be entitled to receive a distribution from the Company in an amount equal to the excess of (a) the fair market value (on the exercise date) of the number of shares underlying the exercised right over (b) the aggregate base price in effect for those shares. The number of shares underlying each stand-alone SAR and the base price in effect for those shares shall be determined by the Board at the time the stand-alone SAR is granted, provided however, that the base price per share may not be less than the fair market value per underlying share on the date of grant. The distribution to the Participant with respect to an exercised stand-alone SAR may be made in shares valued at fair market value on the exercise date, in cash, or party in shares and partly in cash, as the Board shall deem appropriate.

6.2.3 **Limitation on Repricing.** Unless approved by the Company's stockholders, (i) no outstanding SAR granted under the Plan may be amended to decrease the exercise price or base price applicable to such SAR (other than adjustments pursuant to Section 9.6) and (ii) no outstanding SAR granted under the Plan may be cancelled, exchanged, bought-out, replaced or surrendered in exchange for cash, other Awards, or SARs with an exercise price or base price that is less than the current exercise price or base price per share applicable to such SAR (other than adjustments pursuant to Section 9.6)..

6.3 **Restricted Stock and Restricted Stock Units**

An Award of restricted stock entitles the recipient thereof to acquire shares of Common Stock upon payment of the purchase price, if any, subject to restrictions specified in the instrument evidencing the Award. A restricted stock unit is an Award of a contractual right to receive, at a future date, shares or an amount based on the fair market value of a share of Common Stock, subject to restrictions specified in the instrument evidencing the Award.

6.3.1 **Restricted Stock Awards**. Awards of restricted stock and restricted stock units shall be evidenced by written agreements. Such agreements shall conform to the requirements of the Plan, and may contain such other provisions (including restriction and forfeiture provisions, restrictions based upon the achievement of specific performance goals, change in control, protection in the event of mergers, consolidations, dissolutions and liquidations) as the Board shall deem advisable. Restricted stock units awarded to a Participant may be settled in shares valued at fair market value on the settlement date, in cash, or partly in shares or partly in cash, as the Board shall deem appropriate.

6.3.2 **Restrictions**. Until the restrictions specified in a restricted stock agreement shall lapse, restricted stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of, and upon certain conditions specified in the restricted stock agreement, must be resold to the Company for the price, if any, specified in such agreement. The restrictions shall lapse at such time or times, and on such conditions, as the Board may specify. The Board may at any time accelerate the time at which the restrictions on all or any part of the shares shall lapse.

6.3.3 **Vesting**. Awards of restricted stock or restricted stock units that vest based on the passage of time alone shall vest ratably not less than each of the first three anniversaries of the date of grant (1/3 on the first anniversary, an additional 1/3 on the second anniversary and 100% on the third anniversary). This vesting provision shall not apply to Awards that vest based on performance goals determined by the Board (including performance-based compensation Awards under Section 6.4). In addition, the Board may grant up to a maximum of 250,000 shares of Common Stock with vesting provisions that vary from the first sentence of this Section 6.3.3.

6.3.4 **Rights as a Stockholder.** A Participant holding an Award of restricted stock units shall have no ownership interest in the shares of Common Stock to which the restricted stock units relate until payment with respect to such restricted stock units is actually made in shares of Common Stock. A Participant who acquires shares of restricted stock will have all of the rights of a Stockholder with respect to such shares including the right to receive dividends and to vote such shares, although the Board may determine that dividends and other property payable to a Participant shall be distributed only if and when the restrictions imposed on the applicable restricted stock lapse. Unless the Board otherwise determines, certificates evidencing shares of restricted stock will remain in the possession of the Company until such shares are free of all restrictions under the Plan.

6.3.5 **Purchase Price**. The purchase price of shares of restricted stock shall be determined by the Board, in its sole discretion.

6.3.6 **Other Awards Settled With Restricted Stock**. The Board may provide that any or all of the Common Stock delivered pursuant to an Award will be restricted stock.

6.4 **Performance-Based Compensation**

6.4.1 **Performance Awards**. A performance Award entitles the recipient to receive, without payment, an amount, in cash or Common Stock or a combination thereof (such form to be determined by the Board), following the attainment of performance goals. Performance goals may be related to personal performance, corporate performance, departmental performance or any other category of performance deemed by the Board to be important to the success of the Company. The Board will determine the performance goals, the period or periods during which performance is to be measured and all other terms and conditions applicable to the Award.

6.4.2 **Section 162(m) Performance-Based Awards**. The Board may delegate the administration and grant of Awards to a Committee approved by the Board, the members of which all are "outside directors" as defined by Section 162(m) (the "Section 162(m) Committee"), for the purpose of granting Awards that satisfy all the requirements for "performance-based compensation" within the meaning of Section 162(m)(4)(C) of the Code ("Performance-based Compensation"). If the Section 162(m) Committee determines, at the time a restricted stock Award or other stock-based Award is granted to a Participant, that such Participant is, or is likely to be as of the end of the tax year in which the Company would claim a tax deduction in connection with such Award, a "Covered Employee" (as defined in Section 162(m)), then the Section 162(m) Committee may provide that this Section 6.4.2 is applicable to such Award. The Section 162(m) Committee may be the same as the Compensation Committee, if the members of the Compensation Committee meet the criteria for the Section 162(m) Committee.

6.4.2.1 **Performance Measures.** Awards subject to this Section shall provide that the lapsing of restriction and the distribution of cash or shares pursuant to the Award, as applicable, shall be subject to the achievement of one or more objective performance goals established by the Section 162(m) Committee, which shall be based on attainment of specified levels of one or any combination of the following, which may be absolute in their terms or measured against or in relationship to other companies comparably, similarly or otherwise situated, (collectively "Performance Measures"): (a) earnings per share, (b) return on average equity or average assets in relation to a peer group of companies designated by the Section 162(m) Committee, (c) earnings, (d) earnings growth, (e) earnings per share growth, (f) earnings before interest, taxes and amortization ("EBITA"), (g) earnings before interest, taxes, depreciation and amortization ("EBITDA"), (h) operating income, (i) operating margins, (j) division income, (k) revenues, (l) expenses, (m) stock price, (n) market share, (o) return on sales, assets, equity or investment, (p) achievement of balance sheet or income statement objectives, (q) net cash provided from continuing operations, (r) stock price appreciation, (s) total shareholder return, (t) strategic initiatives, (u) cost control, (v) net operating profit after tax, (w) pre-tax or after-tax income, (x) cash flow, (y) net income, and (z) financial ratios contained in the Company's debt instruments. To the extent not inconsistent under Section 162(m), the measurement of Performance Measures may exclude or be adjusted to reflect any one or more of (i) extraordinary items or other unusual or non-recurring items, (ii) discontinued operations, (iii) gains or losses on the dispositions of discontinued operations, (iv) cumulative effects of changes in accounting principles, (v) the writedown of any asset and (vi) charges for restructuring and rationalization programs. The Performance Measures may be particular to a Participant, or the department, branch, line of business, subsidiary or other unit in which the Participant works and may cover such period as may be specified by the Section 162(m) Committee. Performance Measures will be set by the Section 162(m) Committee within the time period prescribed by, and shall otherwise comply with the requirements of, Section 162(m).

6.4.2.2 **Adjustment of Performance Measures**. With respect to Awards that are intended to be subject to this Section 6.4.2, the Section 162(m) Committee may adjust downwards, but not upwards, the cash or number of Shares payable pursuant to such Award, and the Section 162(m) Committee may not waive the achievement of the applicable performance goals except in the case of the death or disability of the Participant.

6.4.2.3 **Committee Discretion**. Nothing in this Section 6.4.2 is intended to limit the Board's discretion to adopt conditions or goals that relate to performance with respect to any Award that is not intended to qualify as Performance-based Compensation. In addition, the Board may, subject to the terms of the Plan, amend previously granted Award in a way that disqualifies them as Performance-based Compensation.

6.4.2.4 **Change in Law**. In the event that the requirements of Section 162(m) and the regulations thereunder change to permit the Section 162(m) Committee discretion to alter the Performance Measures without obtaining stockholder approval of such changes, the Section 162(m) Committee shall have sole discretion to make such changes without obtaining stockholder approval.

6.5 **Other Stock-Based Awards**

The Board may grant equity-based or equity-related Awards not otherwise described herein in such amounts and subject to such terms and conditions as the Board may determine. By way of illustration and not limitation, such other stock-based Awards may (i) involve the transfer of actual shares of Common Stock, either at the time of grant or thereafter, or payment in cash or otherwise of amounts based on the value of shares of Common Stock; (ii) be subject to performance-based or service-based conditions; (iii) be in the form of phantom stock, restricted stock, restricted stock units, performance shares or other form of stock-based incentive; or (iv) be designed to comply with applicable laws of jurisdictions other than the United States.

6.6 **Deferred Payments or Delivery of Shares; Limitation on Options and SARs**

The Board may determine that all or a portion of any Award to a Participant, whether it is to be paid in cash, shares of Common Stock or a combination, shall be deferred or may, in its sole discretion, approve deferral elections by Participants, on such conditions, as the Board may specify. The Board may at any time accelerate the time at which delivery of all or any part of shares of the Common Stock will take place. Notwithstanding the foregoing, deferral of option or SAR gains shall not be permitted under the Plan.

7. **Purchase Price and Payment**

Except as otherwise provided in the Plan, the purchase price of Common Stock to be acquired pursuant to an Award shall be the price determined by the Board, provided that such price shall not be less than the par value of the Common Stock. Except as otherwise provided in the Plan, the Board may determine the method of payment of the exercise price or purchase price of an Award granted under the Plan and the form of payment. The Board may determine that all or any part of the purchase price of Common Stock pursuant to an Award has been satisfied by past services rendered by the Participant. The Board may agree at any time, upon request of the Participant, to defer the date on which any payment under an Award will be made.

8. Change in Control

8.1 Impact of Event

In the event of a "Change in Control" as defined in Section 8.2, as applicable, the following provisions shall apply, unless the agreement evidencing the Award otherwise provides (by specific explicit reference to Section 8.2 below). If a Change in Control occurs while any Awards are outstanding, then, effective upon the Change in Control, all outstanding Awards of a Participant shall be accelerated as follows: (i) each outstanding stock option, stock appreciation right or other stock-based Award granted under the Plan that was not previously exercisable and vested shall become immediately exercisable in full and vested, and will no longer be subject to a right of repurchase by the Company, and will remain exercisable throughout their entire term, (ii) each outstanding restricted stock award, restricted stock unit or other stock-based Award subject to restrictions and to the extent not fully vested, shall be deemed to be fully vested, free of restrictions and conditions and no longer subject to a right of repurchase by the Company, and (iii) the restrictions and other deferral limitations applicable to other Awards shall lapse, and such other Awards shall become free of all restrictions, limitations or conditions and become fully vested and exercisable to the full extent of the original grant.

8.2 Definition of "Change in Control"

"Change in Control" means an event or occurrence set forth in any one or more of subsections (a) through (d) below (including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection):

(a) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 20% or more of either (i) the then-outstanding shares of common stock of the Company (the "Outstanding Common Stock") or (ii) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the "Outstanding Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions of shares of Common Stock shall not constitute a Change in Control: (i) any acquisition by the Company, (ii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (iii) any acquisition by any corporation pursuant to a transaction which complies with clauses (i) and (ii) of subsection (c) of this definition; or

(b) such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the board of directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (i) who was a member of the Board as of March 8, 2006 or (ii) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (ii) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or

(c) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (i) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Common Stock and Outstanding Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 80% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Common Stock and Outstanding Voting Securities, respectively; and (ii) no Person (excluding the Acquiring Corporation or any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 20% or more of the then outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors; or

(d) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

9. General Provisions

9.1 Documentation of Awards

Awards will be evidenced by written instruments, which may differ among Participants, prescribed by the Board from time to time. Such instruments may be in the form of agreements to be executed by both the Participant and the Company or certificates, letters or similar instruments which need not be executed by the participant but acceptance of which will evidence agreement to the terms thereof. Such instruments shall conform to the requirements of the Plan and may contain such other provisions (including provisions relating to events of merger, consolidation, dissolution and liquidations, change in control and restrictions affecting either the agreement or the Common Stock issued thereunder), as the Board deems advisable.

9.2 Rights as a Stockholder

Except as specifically provided by the Plan or the instrument evidencing the Award, the receipt of an Award will not give a Participant rights as a Stockholder with respect to any shares covered by an Award until the date of issue of a stock certificate to the Participant for such shares.

9.3 Conditions on Delivery of Stock

The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove any restriction from shares previously delivered under the Plan (a) until all conditions of the Award have been satisfied or removed, (b) until, in the opinion of the Company's counsel, all applicable federal and state laws and regulations have been complied with, (c) if the outstanding Common Stock is at the time listed on any stock exchange, until the shares have been listed or authorized to be listed on such exchange upon official notice of issuance, and (d) until all other legal matters in connection with the issuance and delivery of such shares have been approved by the Company's counsel. If the sale of Common Stock has not been registered under the Securities Act of 1933, as amended, the Company may require, as a condition to exercise of the Award, such representations or agreements as counsel for the Company may consider appropriate to avoid violation of such Act and may require that the certificates evidencing such Common Stock bear an appropriate legend restricting transfer.

If an Award is exercised by the Participant's legal representative, the Company will be under no obligation to deliver Common Stock pursuant to such exercise until the Company is satisfied as to the authority of such representative.

9.4 Tax Withholding

The Company will withhold from any cash payment made pursuant to an Award an amount sufficient to satisfy all federal, state and local withholding tax requirements (the "withholding requirements").

In the case of an Award pursuant to which Common Stock may be delivered, the Board will have the right to require that the Participant or other appropriate person remit to the Company an amount sufficient to satisfy the withholding requirements, or make other arrangements satisfactory to the Board with regard to such requirements, prior to the delivery of any Common Stock. If and to the extent that such withholding is required, the Board may permit the Participant or such other person to elect at such time and in such manner as the Board provides to have the Company hold back from the shares to be delivered, or to deliver to the Company, Common Stock having a value calculated to satisfy the withholding requirement.

9.5 Transferability of Awards

Except as may be authorized by the Board, in its sole discretion, no Award (other than an Award in the form of an outright transfer of cash or Common Stock not subject to any restrictions) may be sold, assigned, transferred, pledged or otherwise encumbered other than by will or the laws of descent and distribution, and during a Participant's lifetime an Award requiring exercise may be exercised only by him or her (or in the event of incapacity, the person or persons properly appointed to act on his or her behalf). The Board may, in its discretion, permit or provide in an Award for the transfer of the Award by the Participant to or for the benefit of any immediate family member, family trust or family partnership established solely for the benefit of the Participant and /or an immediate family member if, with respect to such proposed transferee, the Company would be eligible to use a Form S-8 for the registration of the sale of the Common Stock subject to such Award under the Securities Act of 1933, as amended, and provided that the Company shall not be required to recognize any such transfer until such time as the Participant and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of the Award.

9.6 Adjustments in the Event of Certain Transactions

(a) In the event of a stock dividend, stock split or combination of shares, or other distribution with respect to holders of Common Stock other than normal cash dividends, the Board will make (i) appropriate adjustments to the maximum number of shares that may be delivered under the Plan under Section 4 above and the participant limit set forth in Section 4, and (ii) appropriate adjustments to the number and kind of shares of stock or securities subject to Awards then outstanding or subsequently granted, any exercise prices relating to Awards and any other provisions of Awards affected by such change.

(b) In the event of any recapitalization, spinoff, merger or consolidation involving the Company, any transaction in which the Company becomes a subsidiary of another entity, any sale or other disposition of all or a substantial portion of the assets of the Company or any similar transaction, as determined by the Board, the Board in its discretion may make appropriate adjustments to outstanding Awards to avoid distortion in the operation of the Plan.

9.7 Employment Rights

Neither the adoption of the Plan nor the grant of Awards will confer upon any person any right to continued employment with the Company or any subsidiary or interfere in any way with the right of the Company or subsidiary to terminate any employment relationship at any time or to increase or decrease the compensation of such person. Except as specifically provided by the

Board in any particular case, the loss of existing or potential profit in Awards granted under the Plan will not constitute an element of damages in the event of termination of an employment relationship even if the termination is in violation of an obligation of the Company to the employee.

Whether an authorized leave of absence, or absence in military or government service, shall constitute termination of employment shall be determined by the Board at the time. For purposes of this Plan, transfer of employment between the Company and its subsidiaries shall not be deemed termination of employment.

9.8 Other Employee Benefits

The value of an Award granted to a Participant who is an employee, and the amount of any compensation deemed to be received by an employee as a result of any exercise or purchase of Common Stock pursuant to an Award or sale of shares received under the Plan, will not constitute "earnings" or "compensation" with respect to which any other employee benefits of such employee are determined, including without limitation benefits under any pension, stock ownership, stock purchase, life insurance, medical, health, disability or salary continuation plan.

9.9 Legal Holidays

If any day on or before which action under the Plan must be taken falls on a Saturday, Sunday or legal holiday, such action may be taken on the next succeeding day not a Saturday, Sunday or legal holiday.

9.10 Foreign Nationals

Without amending the Plan, Awards may be granted to persons who are foreign nationals or employed outside the United States or both, on terms and conditions different from those specified in the Plan in order to meet the applicable laws and other legal or tax requirements of the countries in which such foreign nationals reside or work, as may, in the judgment of the Board, be necessary or desirable to further the purpose of the Plan.

9.11 Governing Law

The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law.

9.12 Compliance with Section 409A of the Code

To the extent applicable to an Award, it is intended that this Plan and Awards made under the Plan comply with the provisions of Section 409A of the Code and applicable rules and regulations. The Plan and any Awards to which Section 409A is applicable will be administered in a manner consistent with this intent, and any provision that would cause this Plan or any Award made under the Plan to fail to satisfy Section 409A of the Code, to the extent applicable, shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A and may be made by the Company without the consent of Participants to which Section 409A shall apply).

Except as provided in individual Award agreements initially or by amendment, if and to the extent any portion of any payment, compensation or other benefit provided to a Participant in connection with his or her employment termination is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Code Section 409A) (the "***New Payment Date***"), except as Code Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

The Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments, compensation or other benefits under the Plan are determined to constitute nonqualified deferred compensation subject to Section 409A of the Code but do not to satisfy the conditions of that section.

10. **Termination and Amendment**

The Plan shall remain in full force and effect until terminated by the Board. Subject to the last sentence of this Section 10, the Board may at any time or times amend the Plan or any outstanding Award for any purpose that may at the time be permitted by law, or may at any time terminate the Plan as to any further grants of Awards. Notwithstanding the foregoing, (i) no amendment that would require stockholder approval under the rules of the New York Stock Exchange may be made effective until stockholder approval has been obtained, (ii) no amendment limiting or removing the prohibition on repricing of options shall be effective unless stockholder approval is obtained, (iii) to the extent required by Section 162(m) of the Code, no amendment applicable to an Award that is intended to comply with Section 162(m) shall be effective unless stockholder approval is obtained as required under Section 162(m) and (iv) to the extent required under Section 422 of the Code, no amendment or modification to an incentive stock option shall be effective unless stockholder approval is obtained. No amendment of the Plan or any agreement evidencing Awards under the Plan may materially adversely affect the rights of any Participant under any Award previously granted without such Participant's consent.

As amended and in effect 3/10/11

Exhibit 31.1

CERTIFICATION

I, Jonathan W. Painter, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended April 2, 2011 of Kadant Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 11, 2011

/s/ Jonathan W. Painter
Jonathan W. Painter
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Thomas M. O'Brien, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended April 2, 2011 of Kadant Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 11, 2011

/s/ Thomas M. O'Brien
Thomas M. O'Brien
Chief Financial Officer

Exhibit 32

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. Section 1350, the undersigned, Jonathan W. Painter, Chief Executive Officer, and Thomas M. O'Brien, Chief Financial Officer, of Kadant Inc., a Delaware corporation (the "Company"), do hereby certify, to our best knowledge and belief, that:

The Quarterly Report on Form 10-Q for the period ended April 2, 2011 of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in this Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 11, 2011	/s/ Jonathan W. Painter
	Jonathan W. Painter Chief Executive Officer
	/s/ Thomas M. O'Brien
	Thomas M. O'Brien Chief Financial Officer

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.