Table of Contents

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 December 31, 2012

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 1-8462

GRAHAM CORPORATION

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**16-1194720** (I.R.S. Employer Identification No.)
20 Florence Avenue, Batavia, New York (Address of principal executive offices)	**14020** (Zip Code)

585-343-2216
(Registrant's telephone number, including area code)

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 the 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	☐ (Do not check if a smaller reporting company)	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 ☒

As of February 1, 2013, there were outstanding 10,002,292 shares of the registrant's common stock, par value $.10 per share.

Table of Contents

Graham Corporation and Subsidiaries

Index to Form 10-Q

As of December 31, 2012 and March 31, 2012 and for the Three and Nine-Month Periods

Ended December 31, 2012 and 2011

			Page
Part I.	**FINANCIAL INFORMATION**		
	Item 1.	Unaudited Condensed Consolidated Financial Statements	4
	Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	17
	Item 3.	Quantitative and Qualitative Disclosure About Market Risk	29
	Item 4.	Controls and Procedures	30
Part II.	**OTHER INFORMATION**		
	Item 5.	Other Information	31
	Item 6.	Exhibits	31
	Signatures		32
	Index to Exhibits		33

GRAHAM CORPORATION AND SUBSIDIARIES

FORM 10-Q

December 31, 2012

PART I - FINANCIAL INFORMATION

Table of Contents

Item 1. Unaudited Condensed Consolidated Financial Statements

GRAHAM CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND RETAINED EARNINGS

(Unaudited)

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2012	2011	2012	2011
	(Amounts in thousands, except per share data)			
Net sales	$25,633	$24,329	$74,068	$82,936
Cost of products sold	18,505	17,856	52,791	55,357
Cost of goods sold - amortization	—	11	—	120
Total cost of goods sold	18,505	17,867	52,791	55,477
Gross profit	7,128	6,462	21,277	27,459
Other expenses and income:				
Selling, general and administrative	3,131	3,764	11,538	11,754
Selling, general and administrative - amortization	57	56	170	163
Interest income	(13)	(12)	(38)	(48)
Interest expense	19	55	(271)	260
Total other expenses and income	3,194	3,863	11,399	12,129
Income before provision for income taxes	3,934	2,599	9,878	15,330
Provision for income taxes	887	959	2,826	5,206
Net income	3,047	1,640	7,052	10,124
Retained earnings at beginning of period	77,989	72,711	74,383	64,623
Dividends	(200)	(198)	(599)	(594)
Retained earnings at end of period	$80,836	$74,153	$80,836	$74,153
Per share data:				
Basic:				
Net income	$ .30	$ .16	$ .70	$ 1.02
Diluted:				
Net income	$ .30	$ .16	$ .70	$ 1.01
Weighted average common shares outstanding:				
Basic:	10,034	9,955	10,023	9,954
Diluted:	10,057	9,991	10,046	9,991
Dividends declared per share	$ .02	$ .02	$ .06	$ .06

See Notes to Condensed Consolidated Financial Statements.

Table of Contents

GRAHAM CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(Unaudited)

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2012	2011	2012	2011
	(Amounts in thousands)			
Net income	$3,047	$1,640	$7,052	$10,124
Other comprehensive income:				
Foreign currency translation adjustment	34	15	22	71
Defined benefit pension and other postretirement plans net of tax of $78 and $35 for the three months ended December 31, 2012 and 2011, respectively, and $235 and $105 for the nine months ended December 31, 2012 and 2011, respectively	144	62	431	188
Total other comprehensive income	178	77	453	259
Total comprehensive income	$3,225	$1,717	$7,505	$10,383

See Notes to Condensed Consolidated Financial Statements.

GRAHAM CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

(Unaudited)

	December 31, 2012	March 31, 2012
	(Amounts in thousands, except per share data)	
Assets		
Current assets:		
Cash and cash equivalents	$ 28,110	$ 25,189
Investments	26,997	16,499
Trade accounts receivable, net of allowances ($72 and $43 at December 31 and March 31, 2012, respectively)	11,389	11,593
Unbilled revenue	7,655	12,667
Inventories	7,385	6,047
Prepaid expenses and other current assets	412	467
Income taxes receivable	3,126	4,479
Deferred income tax asset	91	37
Total current assets	85,165	76,978
Property, plant and equipment, net	13,101	13,453
Prepaid pension asset	2,813	2,238
Goodwill	6,938	6,938
Permits	10,300	10,300
Other intangible assets, net	4,833	4,968
Other assets	188	102
Total assets	$ 123,338	$ 114,977
Liabilities and stockholders' equity		
Current liabilities:		
Current portion of capital lease obligations	$ 88	$ 85
Accounts payable	6,125	6,303
Accrued compensation	4,482	4,652
Accrued expenses and other current liabilities	2,581	3,707
Customer deposits	9,353	7,257
Deferred income tax liability	2,347	2,244
Total current liabilities	24,976	24,248
Capital lease obligations	150	203
Accrued compensation	298	293
Deferred income tax liability	7,473	7,404
Accrued pension liability	228	229
Accrued postretirement benefits	922	895
Other long-term liabilities	92	85
Total liabilities	34,139	33,357
Commitments and contingencies (Note 12)		
Stockholders' equity:		
Preferred stock, $1.00 par value -		
Authorized, 500 shares		
Common stock, $.10 par value -		
Authorized, 25,500 shares		
Issued, 10,329 and 10,297 shares at December 31 and March 31, 2012, respectively	1,033	1,030
Capital in excess of par value	18,338	17,745
Retained earnings	80,836	74,383
Accumulated other comprehensive loss	(7,707)	(8,160)
Treasury stock (336 and 346 shares at December 31 and March 31, 2012, respectively)	(3,301)	(3,378)
Total stockholders' equity	89,199	81,620
Total liabilities and stockholders' equity	$ 123,338	$ 114,977

See Notes to Condensed Consolidated Financial Statements.

GRAHAM CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited)

	Nine Months Ended December 31,	
	2012	2011
	(Amounts in thousands)	
Operating activities:		
Net income	$ 7,052	$ 10,124
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,390	1,177
Amortization	170	283
Amortization of unrecognized prior service cost and actuarial losses	666	293
Discount accretion on investments	(10)	(4)
Stock-based compensation expense	463	465
Loss on disposal of property, plant and equipment	8	5
Deferred income taxes	(259)	192
(Increase) decrease in operating assets:		
Accounts receivable	210	(1,657)
Unbilled revenue	5,017	1,642
Inventories	(1,335)	2,264
Prepaid expenses and other current and non-current assets	74	(224)
Prepaid pension asset	(575)	(624)
Increase (decrease) in operating liabilities:		
Accounts payable	(257)	(3,665)
Accrued compensation, accrued expenses and other current and non-current liabilities	(1,138)	678
Customer deposits	2,087	(4,893)
Income taxes receivable	1,354	(2,196)
Long-term portion of accrued compensation, accrued pension liability and accrued postretirement benefits	31	54
Net cash provided by operating activities	14,948	3,914
Investing activities:		
Purchase of property, plant and equipment	(971)	(2,621)
Proceeds from disposal of property, plant and equipment	4	4
Purchase of investments	(60,488)	(16,398)
Redemption of investments at maturity	50,000	37,920
Acquisition of Energy Steel & Supply Co.	—	384
Net cash (used) provided by investing activities	(11,455)	19,289
Financing activities:		
Principal repayments on capital lease obligations	(61)	(57)
Issuance of common stock	55	378
Dividends paid	(599)	(594)
Purchase of treasury stock	—	(221)
Excess tax (deficiency) benefit on stock awards	(2)	197
Net cash used by financing activities	(607)	(297)
Effect of exchange rate changes on cash	35	47
Net increase in cash and cash equivalents	2,921	22,953
Cash and cash equivalents at beginning of period	25,189	19,565
Cash and cash equivalents at end of period	$ 28,110	$ 42,518

See Notes to Condensed Consolidated Financial Statements.

GRAHAM CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

(Amounts in thousands, except per share data)

NOTE 1 – BASIS OF PRESENTATION:

Graham Corporation's (the "Company's") Condensed Consolidated Financial Statements include (i) its wholly-owned foreign subsidiary located in China and (ii) its wholly-owned domestic subsidiary located in Lapeer, Michigan. The Condensed Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP") for interim financial information and the instructions to Form 10-Q and Rule 10-01 of Regulation S-X, each as promulgated by the Securities and Exchange Commission ("SEC"). The Company's Condensed Consolidated Financial Statements do not include all information and notes required by GAAP for complete financial statements. The unaudited Condensed Consolidated Balance Sheet as of March 31, 2012 presented herein was derived from the Company's audited Consolidated Balance Sheet as of March 31, 2012. For additional information, please refer to the consolidated financial statements and notes included in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2012 ("fiscal 2012"). In the opinion of management, all adjustments, including normal recurring accruals considered necessary for a fair presentation, have been included in the Company's Condensed Consolidated Financial Statements.

The Company's results of operations and cash flows for the three and nine months ended December 31, 2012 are not necessarily indicative of the results that may be expected for the fiscal year ending March 31, 2013 ("fiscal 2013").

NOTE 2 – ACQUISITION:

On December 14, 2010, the Company completed its acquisition of Energy Steel & Supply Co. ("Energy Steel"), a nuclear code accredited fabrication and specialty machining company located in Lapeer, Michigan dedicated primarily to the nuclear power industry. The transaction was accounted for under the acquisition method of accounting and the purchase price was $17,899 in cash, subject to the adjustments described below.

The purchase agreement included a contingent earn out, which ranged from $0 to $2,000, dependant upon Energy Steel's earnings performance in calendar years 2011 and 2012. In the fourth quarter of fiscal 2012, $1,000 of the earn out was paid. Energy Steel did not achieve the earnings performance requirements for calendar year 2012. Therefore, in the third quarter of fiscal 2013, the liability for the remaining contingent earn out of $975 was reversed. The Condensed Consolidated Statement of Operations for each of the three and nine months ended December 31, 2012 includes income of $975 in selling, general and administrative expense related to this adjustment.

During fiscal 2012, the Company received $384 from the seller due to a reduction in purchase price based upon the final determination of the working capital acquired in accordance with the purchase agreement. The Company's Condensed Consolidated Statement of Cash Flows for the nine months ended December 31, 2011 reflects this adjustment.

NOTE 3 – REVENUE RECOGNITION:

The Company recognizes revenue on all contracts with a planned manufacturing process in excess of four weeks (which approximates 575 direct labor hours) using the percentage-of-completion method. The majority of the Company's revenue is recognized under this methodology. The percentage-of-completion method is determined by comparing actual labor incurred to a specific date to management's estimate of the total labor to be incurred on each contract. Contracts in progress are reviewed monthly, and sales and earnings are adjusted in current accounting periods based on revisions in the contract value and estimated costs at completion. Losses on contracts are recognized immediately when evident. There is no reserve for credit losses related to unbilled revenue recorded for contracts accounted for on the percentage-of-completion method. Any reserve for credit losses related to unbilled revenue is recorded as a reduction to revenue.

Revenue on contracts not accounted for using the percentage-of-completion method is recognized utilizing the completed contract method. The majority of the Company's contracts (as opposed to revenue) have a planned manufacturing process of less than four weeks and the results reported under this method do not vary materially from the percentage-of-completion method. The Company recognizes revenue and all related costs on these contracts upon substantial completion or shipment to the customer. Substantial completion is consistently defined as at least 95% complete with regard to direct labor hours. Customer acceptance is generally required throughout the construction process and the Company has no further material obligations under its contracts after the revenue is recognized.

NOTE 4 – INVESTMENTS:

Investments consist solely of fixed-income debt securities issued by the U.S. Treasury with original maturities of greater than three months and less than one year. All investments are classified as held-to-maturity, as the Company has the intent and ability to hold the securities to maturity. The investments are stated at amortized cost which approximates fair value. All investments held by the Company at December 31, 2012 are scheduled to mature prior to April 25, 2013.

NOTE 5 – INVENTORIES:

Inventories are stated at the lower of cost or market, using the average cost method. For contracts accounted for on the completed contract method, progress payments received are netted against inventory to the extent the payment is less than the inventory balance relating to the applicable contract. Progress payments that are in excess of the corresponding inventory balance are presented as customer deposits in the Condensed Consolidated Balance Sheets. Unbilled revenue in the Condensed Consolidated Balance Sheets represents revenue recognized that has not been billed to customers on contracts accounted for on the percentage-of-completion method. For contracts accounted for on the percentage-of–completion method, progress payments are netted against unbilled revenue to the extent the payment is less than the unbilled revenue for the applicable contract. Progress payments exceeding unbilled revenue are netted against inventory to the extent the payment is less than or equal to the inventory balance relating to the applicable contract, and the excess is presented as customer deposits in the Condensed Consolidated Balance Sheets.

Major classifications of inventories are as follows:

	December 31, 2012	March 31, 2012
Raw materials and supplies	$ 2,940	$ 2,366
Work in process	12,556	12,405
Finished products	623	587
	16,119	15,358
Less - progress payments	8,734	9,311
Total	$ 7,385	$ 6,047

NOTE 6 – INTANGIBLE ASSETS:

Intangible assets are comprised of the following:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
At December 31, 2012			
Intangibles subject to amortization:			
Backlog	$ 170	$ 170	$ —
Customer relationships	2,700	367	2,333
	$ 2,870	$ 537	$ 2,333
Intangibles not subject to amortization:			
Permits	$10,300	$ —	$10,300
Tradename	2,500	—	2,500
	$12,800	$ —	$12,800
At March 31, 2012			
Intangibles subject to amortization:			
Backlog	$ 170	$ 170	$ —
Customer relationships	2,700	232	2,468
	$ 2,870	$ 402	$ 2,468
Intangibles not subject to amortization:			
Permits	$10,300	$ —	$10,300
Tradename	2,500	—	2,500
	$12,800	$ —	$12,800

Intangible assets are amortized on a straight line basis over their estimated useful lives. Intangible amortization expense for each of the three-month periods ended December 31, 2012 and 2011 was $45. Intangible amortization expense for the nine months ended December 31, 2012 and 2011 was $135 and $206, respectively. As of December 31, 2012, amortization expense is estimated to be $45 for the remainder of fiscal 2013 and $180 in each of fiscal 2014, fiscal 2015, fiscal 2016 and fiscal 2017.

NOTE 7 – STOCK-BASED COMPENSATION:

The Amended and Restated 2000 Graham Corporation Incentive Plan to Increase Shareholder Value provides for the issuance of up to 1,375 shares of common stock in connection with grants of incentive stock options, non-qualified stock options, stock awards and performance awards to officers, key employees and outside directors; provided, however, that no more than 250 shares of common stock may be used for awards other than stock options. Stock options may be granted at prices not less than the fair market value at the date of grant and expire no later than ten years after the date of grant.

There were no stock option awards granted in the three months ended December 31, 2012 and 2011, respectively. Stock option awards granted in the nine months ended December 31, 2012 and 2011 were 49 and 9, respectively. The stock option awards vest 33 1/3% per year over a three-year term. All stock options have a term of ten years from their grant date.

Restricted stock awards granted in the three-month periods ended December 31, 2012 and 2011 were 0 and 4, respectively. Restricted stock awards granted in the nine-month periods ended December 31, 2012 and 2011 were 26 and 32, respectively. Performance-vested restricted stock awards granted to officers in fiscal 2013 and fiscal 2012 vest 100% on the third anniversary of the grant date, subject to the satisfaction of the performance metrics established for the applicable three-year period. Time-vested restricted stock awards granted to officers in fiscal 2012 vest 50% on the second anniversary of the grant date and 50% on the fourth anniversary of the grant date. Time-vested restricted stock awards granted to directors in fiscal 2013 and fiscal 2012 vest 100% on the first anniversary of the grant date.

During the three months ended December 31, 2012 and 2011, the Company recognized stock-based compensation costs related to stock option and restricted stock awards of $131 and $131, respectively. The income tax benefit recognized related to stock-based compensation was $46 and $47 for the three months ended December 31, 2012 and 2011, respectively. During the nine months ended December 31, 2012 and 2011, the Company recognized stock-based compensation costs related to stock option and restricted stock awards of $423 and $421, respectively. The income tax benefit recognized related to stock-based compensation was $149 and $150 for the nine months ended December 31, 2012 and 2011, respectively.

The Company has an Employee Stock Purchase Plan (the “ESPP”), which allows eligible employees to purchase shares of the Company’s common stock on the last day of a six-month offering period at a purchase price equal to the lesser of 85% of the fair market value of the common stock on either the first day or the last day of the offering period. A total of 200 shares of common stock may be purchased under the ESPP. During the three months ended December 31, 2012 and 2011, the Company recognized stock-based compensation costs of $13 and $14, respectively, related to the ESPP and $5 and $5, respectively, of related tax benefits. During the nine months ended December 31, 2012 and 2011, the Company recognized stock-based compensation costs of $40 and $44, respectively, related to the ESPP and $13 and $15, respectively, of related tax benefits.

Table of Contents

NOTE 8 – INCOME PER SHARE:

Basic income per share is computed by dividing net income by the weighted average number of common shares outstanding for the period. Common shares outstanding include share equivalent units, which are contingently issuable shares. Diluted income per share is calculated by dividing net income by the weighted average number of common shares outstanding and, when applicable, potential common shares outstanding during the period. A reconciliation of the numerators and denominators of basic and diluted income per share is presented below:

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2012	2011	2012	2011
Basic income per share				
Numerator:				
Net income	$ 3,047	$1,640	$ 7,052	$10,124
Denominator:				
Weighted common shares outstanding	9,991	9,913	9,980	9,902
Share equivalent units (“SEUs”)	43	42	43	52
Weighted average common shares and SEUs	10,034	9,955	10,023	9,954
Basic income per share	$ .30	$ .16	$ .70	$ 1.02
Diluted income per share				
Numerator:				
Net income	$ 3,047	$1,640	$ 7,052	$10,124
Denominator:				
Weighted average shares and SEUs outstanding	10,034	9,955	10,023	9,954
Stock options outstanding	23	35	23	36
Contingently issuable SEUs	—	1	—	1
Weighted average common and potential common shares outstanding	10,057	9,991	10,046	9,991
Diluted income per share	$ .30	$ .16	$ .70	$ 1.01

Options to purchase a total of 71 and 24 shares of common stock were outstanding at December 2012 and 2011, respectively, but were not included in the above computation of diluted income per share given their exercise prices as they would be anti-dilutive upon issuance.

NOTE 9 – PRODUCT WARRANTY LIABILITY:

The reconciliation of the changes in the product warranty liability is as follows:

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2012	2011	2012	2011
Balance at beginning of period	$ 174	$ 239	$ 215	$ 202
(Income) expense for product warranties	65	(5)	73	67
Product warranty claims paid	(79)	(7)	(128)	(42)
Balance at end of period	$ 160	$ 227	$ 160	$ 227

The income of $5 for product warranties in the three months ended December 31, 2011, resulted from the reversal of provisions made that were no longer required due to lower claims experience.

The product warranty liability is included in the line item “Accrued expenses and other liabilities” in the Condensed Consolidated Balance Sheets.

NOTE 10 – CASH FLOW STATEMENT:

Interest paid was $55 and $9 for the nine-month periods ended December 31, 2012 and 2011, respectively. In addition, income taxes paid for the nine months ended December 31, 2012 and 2011 were $949 and $7,000, respectively.

During the nine months ended December 31, 2012 and 2011, respectively, stock option awards were exercised and restricted stock awards vested. In connection with such stock option exercises and restricted stock award vesting, the related income tax benefit realized exceeded (reduced) the tax benefit that had been recorded pertaining to the compensation cost recognized by $(2) and $197, respectively, for such periods. This excess tax benefit (deficiency) has been separately reported under “Financing activities” in the Condensed Consolidated Statements of Cash Flows.

At December 31, 2012 and 2011, respectively, there were $68 and $16 of capital purchases that were recorded in accounts payable and are not included in the caption “Purchase of property, plant and equipment” in the Condensed Consolidated Statements of Cash Flows. In the nine months ended December 31, 2012 and 2011, capital expenditures totaling $11 and $205, respectively, were financed through the issuance of capital leases.

NOTE 11 – EMPLOYEE BENEFIT PLANS:

The components of pension income are as follows:

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2012	2011	2012	2011
Service cost	$ 136	$ 115	$ 408	$ 345
Interest cost	357	355	1,070	1,065
Expected returns on assets	(684)	(678)	(2,053)	(2,034)
Amortization of:				
Unrecognized prior service cost	1	1	3	3
Actuarial loss	252	129	758	387
Net pension expense (income)	$ 62	$ (78)	$ 186	$ (234)

The Company made no contributions to its defined benefit pension plan during the nine months ended December 31, 2012 and does not expect to make any contributions to the plan for the balance of fiscal 2013.

The components of the postretirement benefit income are as follows:

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2012	2011	2012	2011
Service cost	$ —	$ —	$ —	$ —
Interest cost	9	11	28	33
Amortization of prior service cost	(41)	(41)	(124)	(124)
Amortization of actuarial loss	10	9	29	27
Net postretirement benefit income	$ (22)	$ (21)	$ (67)	$ (64)

The Company paid benefits of $2 related to its postretirement benefit plan during the nine months ended December 31, 2012. The Company expects to pay benefits of approximately $102 for the balance of fiscal 2013.

NOTE 12 – COMMITMENTS AND CONTINGENCIES:

The Company has been named as a defendant in certain lawsuits alleging personal injury from exposure to asbestos contained in products made by the Company. The Company is a co-defendant with numerous other defendants in these lawsuits and intends to vigorously defend itself against these claims. The claims are similar to previous asbestos suits that named the Company as defendant, which either were dismissed when it was shown that the Company had not supplied products to the plaintiffs' places of work or were settled for immaterial amounts.

As of December 31, 2012, the Company was subject to the claims noted above, as well as other legal proceedings and potential claims that have arisen in the ordinary course of business.

Although the outcome of the lawsuits to which the Company is a party cannot be determined and an estimate of the reasonably possible loss or range of loss cannot be made, management does not believe that the outcomes, either individually or in the aggregate, will have a material effect on the Company's results of operations, financial position or cash flows.

NOTE 13 – INCOME TAXES:

The Company files federal and state income tax returns in several domestic and international jurisdictions. In most tax jurisdictions, returns are subject to examination by the relevant tax authorities for a number of years after the returns have been filed. During fiscal 2012, the Company reached a resolution with the U.S. Internal Revenue Service (the "IRS") with regard to research and development tax credits claimed during tax years 2006 through 2008. As a result of such resolution, the tax credits claimed during such years were reduced by approximately 40% and interest was assessed on the underpayment of tax. In the first quarter of fiscal 2013, the Company also reached a resolution with the IRS that reduced the research and development tax credits claimed by the Company during tax years 2009 and 2010 by approximately 30%.

The cumulative tax benefit related to the research and development tax credit for the tax years ended March 31, 1999 through March 31, 2010 was $2,244. The liability for unrecognized tax benefits related to the tax position for this period was $824 at March 31, 2012. During the nine months ended December 31, 2012, the Company paid the settlement amount to the IRS thereby reducing this liability for unrecognized tax benefits to $0. The liability for unrecognized tax benefits related to the research and development tax credit for the tax years ended March 31, 2011 and 2012 was $84 and $81 at December 31, 2012 and March 31, 2012, respectively. The Company had one additional unrecognized tax benefit of $882 as of March 31, 2012 which was resolved with the IRS during the six months ended September 30, 2012, resulting in a reversal of the liability.

The Company is subject to examination in federal and state tax jurisdictions for tax years 2011 through 2012 and tax years 2008 through 2012, respectively. The Company is subject to examination in its international tax jurisdiction for tax years 2010 through 2012. It is the Company's policy to recognize any interest related to uncertain tax positions in interest expense and any penalties related to uncertain tax positions in selling, general and administrative expense. During the three months ended December 31, 2012, the Company recorded $2 for interest related to its uncertain tax positions. During the three months ended September 30, 2012, the Company reversed provisions that had been made in previous periods for interest related to its uncertain tax positions due to lower interest assessments by the IRS than expected. Including this reversal, the Company recorded $(323) for interest related to its uncertain tax positions during the nine months ended December 31, 2012. During the three and nine months ended December 31, 2011, the Company recorded $21 and $62, respectively, for interest related to its uncertain tax positions. No penalties related to uncertain tax positions were recorded in the three or nine-month periods ended December 31, 2012 or 2011.

NOTE 14 – ACCOUNTING AND REPORTING CHANGES:

In the normal course of business, management evaluates all new accounting pronouncements issued by the Financial Accounting Standards Board ("FASB"), the SEC, the Emerging Issues Task Force, the American Institute of Certified Public Accountants or any other authoritative accounting body to determine the potential impact they may have on the Company's consolidated financial statements.

In September 2011, the FASB amended its guidance related to the periodic testing of goodwill for impairment. This guidance allows companies to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the entity determines that this threshold is not met, then performing the two-step impairment test may not be necessary. The provisions of the amended guidance were effective for the Company in the first quarter of fiscal 2013. This guidance did not have a material impact on the Company's condensed consolidated financial statements.

Management does not expect any other recently issued accounting pronouncements, which have not already been adopted, to have a material impact on the Company's consolidated financial statements.

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

(Dollar amounts in thousands, except per share data)

Overview

We are a global business that designs, manufactures and sells custom-engineered ejectors, vacuum systems, condensers, liquid ring pump packages and heat exchangers to the refining and petrochemical industries, and a nuclear code accredited supplier of components and raw materials to the nuclear power generating market. Our equipment is used in critical applications in the petrochemical, oil refining and electric power generation industries, including nuclear, cogeneration and geothermal plants. Our equipment can also be found in ethanol, biodiesel, coal-to-liquids and gas-to-liquids industries, as well as in other diverse applications, such as metal refining, pulp and paper processing, shipbuilding (e.g., the nuclear propulsion program of the U.S. Navy), water heating, refrigeration, desalination, soap manufacturing, food processing, pharmaceuticals, and heating, ventilating and air conditioning.

Our corporate offices are located in Batavia, New York and we have production facilities in both Batavia, New York and at our wholly-owned subsidiary, Energy Steel & Supply Co., located in Lapeer, Michigan. We also have a wholly-owned foreign subsidiary, Graham Vacuum and Heat Transfer Technology (Suzhou) Co., Ltd., located in Suzhou, China, which supports sales orders from China and other parts of Asia and provides engineering support and supervision of subcontracted fabrication.

Highlights

Highlights for the three and nine months ended December 31, 2012 (the fiscal year ending March 31, 2013 is referred to as "fiscal 2013") include:

- Net sales for the third quarter of fiscal 2013 were $25,633, an increase of 5% compared with $24,329 for the third quarter of the fiscal year ended March 31, 2012, referred to as "fiscal 2012."
- Net sales for the first nine months of fiscal 2013 were $74,068, down 11% compared with net sales of $82,936 for the first nine months of fiscal 2012.
- Net income and income per diluted share for the third quarter of fiscal 2013 were $3,047 and $0.30, compared with net income of $1,640 and income per diluted share of $0.16 for the third quarter of fiscal 2012.
- Net income and income per diluted share for the first nine months of fiscal 2013 were $7,052 and $0.70, respectively, compared with net income of $10,124 and income per diluted share of $1.01 for the first nine months of fiscal 2012.
- The three and nine-month periods ended December 31, 2012 included the reversal of a $975 reserve related to the expected value of the earn out from the Energy Steel acquisition. Excluding this reversal, net income and income per diluted share for the third quarter of fiscal 2013 were $2,072 and $0.21, respectively. Net income and income per diluted share for the first nine months of fiscal 2013 were $6,077 and $0.61, respectively.
- Orders booked in the third quarter of fiscal 2013 were $24,579, up 12% compared with the third quarter of fiscal 2012, when orders were $21,933.

- Orders booked in the first nine months of fiscal 2013 were $69,919, up 9% compared with the first nine months of fiscal 2012, when orders were $64,440.
- Backlog decreased slightly to $90,741 on December 31, 2012, compared with $91,784 on September 30, 2012 and $94,934 on March 31, 2012.
- Gross profit margin and operating margin for the third quarter of fiscal 2013 were 28% and 15%, compared with 27% and 11%, respectively, for the third quarter of fiscal 2012.
- Gross profit margin and operating margin for the first nine months of fiscal 2013 were 29% and 13%, compared with 33% and 19%, respectively, for the first nine months of fiscal 2012.
- Cash and short-term investments at December 31, 2012 were $55,107, up 32% compared with $41,688 at March 31, 2012.

Forward-Looking Statements

This report and other documents we file with the Securities and Exchange Commission include "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended.

These statements involve known and unknown risks, uncertainties and other factors that may cause actual results to be materially different from any future results implied by the forward-looking statements. Such factors include, but are not limited to, the risks and uncertainties identified by us under the heading "Risk Factors" in Item 1A of our Annual Report on Form 10-K for fiscal 2012.

Forward-looking statements may also include, but are not limited to, statements about:

- the current and future economic environments affecting us and the markets we serve;
- expectations regarding investments in new projects by our customers;
- sources of revenue and anticipated revenue, including the contribution from the growth of new products, services and markets;
- plans for future products and services and for enhancements to existing products and services;
- our operations in foreign countries;
- our ability to continue to pursue our acquisition and growth strategy;
- our ability to expand nuclear power work, including into new markets;
- our ability to successfully execute our existing contracts;
- estimates regarding our liquidity and capital requirements;
- timing of conversion of backlog to sales;
- our ability to attract or retain customers;
- the outcome of any existing or future litigation; and
- our ability to increase our productivity and capacity.

Forward-looking statements are usually accompanied by words such as "anticipate," "believe," "estimate," "may," "might," "intend," "appear," "expect," "plan" and similar expressions. Actual results could differ materially from historical results or those implied by the forward-looking statements contained in this report.

Undue reliance should not be placed on our forward-looking statements. Except as required by law, we undertake no obligation to update or announce any revisions to forward-looking statements contained in this report, whether as a result of new information, future events or otherwise.

Fiscal 2013 and the Near-Term Market Conditions

We believe current market conditions are more positive than they have been in the past few years. The business environment in our markets appears to continue to be improving and we believe that our customers now may be more inclined to move forward with their projects. This supports our belief that our oil refining, petrochemical and related markets remain in the early stages of a business recovery. We believe the quantity, magnitude and quality of our bidding activity supports this view of improved market conditions. We also believe that delayed purchase decisions by our customers are more due to their timing than conditions of our markets.

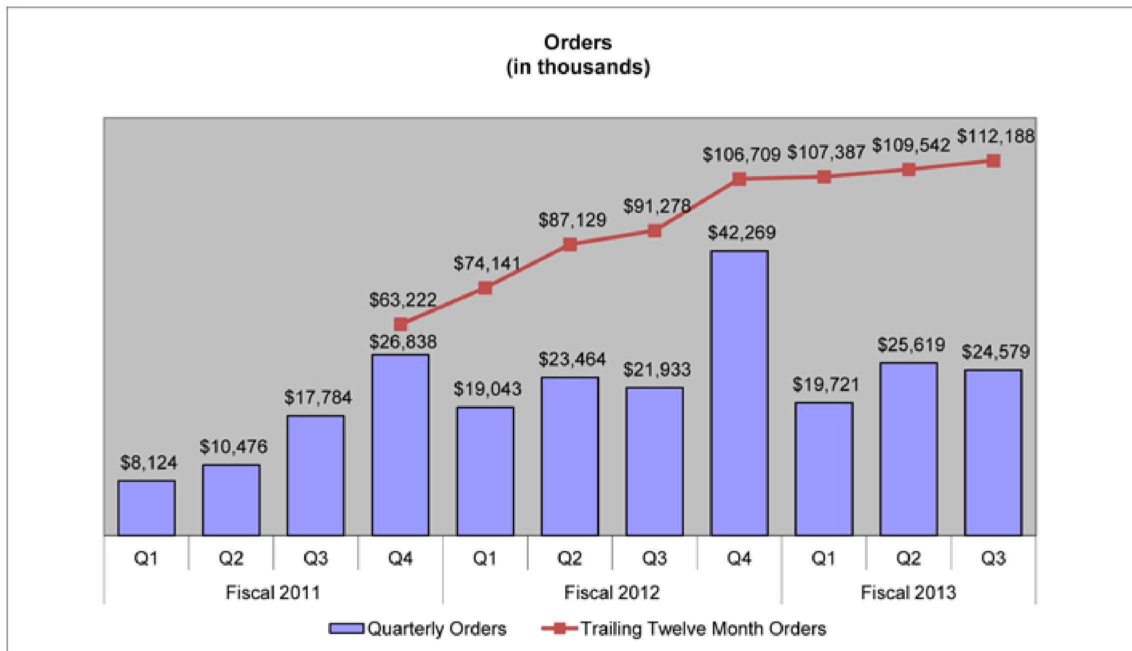
Near-term demand trends that we believe are affecting our customers' investments include:

- As the world recovers from the global recession, many emerging economies continue to have relatively strong economic growth. This expansion is driving growing energy requirements and the need for more refined petroleum products. Although uncertainty in the capital and sovereign debt markets continues, we believe that improved access to capital has resulted in projects being released.
- The expansion of the economies of oil producing Middle Eastern countries, their desire to extract greater value from their oil and gas resources, and the continued global growth in demand for oil and refined products has renewed investment activity in that region. We do not believe that the ongoing political unrest in the Middle East has impacted our business. Moreover, the planned timeline of refinery projects in the major Middle Eastern countries is encouraging.
- Asian countries, specifically China and India, are experiencing increased demand for refined petroleum products such as gasoline. This renewed demand is driving increased investment in petrochemical and refining projects. Although economic growth in Asia appears to be moderating to a lower level, we believe that it remains a fast growing area and Chinese and Indian investments in refining, petrochemical and energy facilities appear to continue to be strong.
- South America, specifically Brazil, Venezuela and Colombia, is seeing increased refining and petrochemical investments that are driven by their expanding economies and increased local demand for gasoline and other products that are made from oil as the feedstock.
- We expect that the U.S. refining markets will not return to the levels experienced during the last up cycle, but that such markets will improve compared with the past few years. We also expect that the U.S. refining markets will continue to be an important aspect of our business.
- We are beginning to see renewed signs of planned investments in the U.S. to convert greater percentages of crude oil to transportation fuels, such as revamping distillation columns to extract residual higher-value components from the low-value waste stream. We are also seeing renewed investment to expand the flexibility of facilities to allow them to utilize multiple feedstocks.

- Investments, including foreign investments, in North American oil sands projects have recently increased, especially for extraction projects in Alberta. Such investments suggest that downstream spending involving our equipment might increase in the next one to three years.
- The recent dramatic reduction in natural gas costs in the U.S. has led to a revival in the U.S. petrochemical market and has created interest in potential major investment. There are numerous projects in the planning or initial engineering phases for the construction of new petrochemical producing facilities, including ethylene, ammonia and urea. We historically have had strong market share within these facilities. Proposed ethylene capacity expansion and re-opening of mothballed facilities, in the U.S., as well as downstream products, are also being discussed by petrochemical producers for the first time in well over a decade. Lower natural gas costs are driven by recent technology advancements in drilling, and have created a significant increase in supply. This has made the U.S. production of raw material for ethylene, ethane (which is a side product of natural gas production) globally competitive with naphtha (the alternative feedstock for ethylene used in most of the world). We believe that future investment in the U.S. petrochemical market could be significant.
- Investments in existing U.S. nuclear plants to extend their operating life and add incremental capacity are expected to continue.
- Investment in new U.S. nuclear reactor projects planned for the Summer (South Carolina) and Vogtle (Georgia) facilities suggest continued growth in the domestic nuclear market, although such growth may be slowed by the potential impact of increased use of natural gas for power generation.
- Investment in new nuclear power capacity internationally may become subject to increased uncertainty due to political and social pressures, which were augmented by the tragic earthquake and tsunami that occurred in Japan in March 2011. However, we believe that the need for additional safety and back up redundancies at the 104 existing domestic nuclear plants in the U.S. could increase demand for Energy Steel's products in the near-term.

We expect that the consequences of these near-term trends, and specifically projected expansion in petrochemical and oil refining outside of North America, primarily in the growing Asian and South American markets, will result in continued pressure on our pricing and gross margins, as these markets historically provided lower margins than North American refining markets. A potential offset to margin pressure from international markets may come from investments in new petrochemical capacity built in North America and the timing of such investments.

Because of continued global economic and financial uncertainty and the risk associated with growth in emerging economies, we continue to expect our new order levels to remain volatile. We expect that this volatility will result in both relatively strong and weak quarters over the next several quarters. Quarterly orders can vary significantly as indicated in the following chart which depicts our quarterly order levels for the first, second and third quarters of fiscal 2013 as well as the four quarters of each of fiscal 2012 and the fiscal year ending March 31, 2011, which we refer to as "fiscal 2011".



We believe that looking at our order level in any one quarter does not provide an accurate indication of our future expectations or performance. Rather, we believe that looking at our orders and backlog over a one-to two-year period provides a better measure of our business. We believe looking at trailing twelve month order levels provides a better view of the direction of our business. In the near-term, we expect to continue to see smaller value projects than what we had seen during the last expansion cycle. This will require more orders for us to achieve a similar revenue level and will adversely impact our ability to realize margin gains through volume leverage.

Expect Stronger International Growth in Refining and Chemical Processing while Domestic Growth is Expected to be in Nuclear Power, U.S. Navy Projects and Petrochemical Industries

We expect growth in the refining and chemical processing markets to be driven by emerging markets, as well by U.S. petrochemical growth, should it occur. We have also expanded our addressable markets through the acquisition of Energy Steel and our focus on U.S. Navy nuclear propulsion projects. We believe our revenue opportunities during the near term will be equivalent between the domestic and international markets.

Over the long-term, we expect our customers' markets to regain their strength and, while remaining cyclical, continue to grow. We believe the long-term trends remain strong and that the drivers of future growth include:

Long-term Demand Trends

- Global consumption of crude oil is estimated to expand significantly over the next two decades, primarily in emerging markets. This is expected to offset estimated flat to slightly declining demand in North America and Europe. In addition, an increased trend toward export of finished product from the Middle East to North America and Europe is expected.

- Global oil refining capacity is projected to increase, and is expected to be addressed through new facilities, refinery upgrades, revamps and expansions.
- Increased demand is expected for power, refinery and petrochemical products, stimulated by an expanding middle class in Asia, South America and the Middle East.
- Increased development of geothermal electrical power plants in certain regions is expected to address projected growth in demand for electrical power.
- Increased global regulations over the refining, petrochemical and nuclear power industries are expected to continue to drive requirements for capital investments.
- More refineries are expected to convert their facilities to use heavier, more readily available and lower cost crude oil as a feedstock.
- Shale gas development and the resulting increase in available low cost natural gas in the U.S. may change the power landscape. This may drive more future investment in natural gas or combined cycle power plants and away from planned nuclear power facilities.
- The lower cost of natural gas and its by-product, ethane, is leading to renewed planning and investment in North American based chemical/petrochemical facilities to meet domestic needs. Ethane, as a feedstock to ethylene production, is now at a cost advantage to naphtha, the oil-based feedstock for ethylene production used in much of the rest of the world. Because of this cost competitive position of ethane, the opportunity to invest in North American chemical/petrochemical plants is possible for the first time in well over a decade.
- Construction of new petrochemical plants in the Middle East is planned to meet increased global demand.
- Increased focus on safety and redundancy is anticipated in existing nuclear power facilities.
- Long-term increased project development of international nuclear facilities (including in the U.S.) is expected, despite the recent tragedy in Japan.
- Increased investments in new power generation projects are expected in Asia and South America to meet projected consumer demand increases.
- Long-term growth potential is believed to exist in alternative energy markets, such as geothermal, coal-to-liquids, gas-to-liquids and other emerging technologies, such as biodiesel and waste-to-energy.

We believe that the above factors offer us long-term growth opportunities to meet our customers' expected capital project needs. In addition, we believe we can continue to grow our less cyclical smaller product lines and aftermarket businesses.

Our domestic sales, as a percentage of aggregate product sales, in the first nine months of fiscal 2013 were 53%. This is similar to fiscal 2012, where domestic sales had increased to 54% of total sales, up from 45% in each of fiscal 2010 and 2011. The increase in

domestic sales has been due to our acquisition of Energy Steel in late fiscal 2011, which primarily has a domestic customer base, and the conversion of the U.S. Navy order. The U.S. Navy activity represents our production of surface condensers for the CVN-79 Gerald R. Ford Class nuclear carrier, an order that was won in the third quarter of our fiscal year ended March 31, 2010.

Results of Operations

For an understanding of the significant factors that influenced our performance, the following discussion should be read in conjunction with our condensed consolidated financial statements and the notes to our condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q.

The following table summarizes our results of operations for the periods indicated:

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2012	2011	2012	2011
Net sales	$ 25,633	$ 24,329	$ 74,068	$ 82,936
Net income	$ 3,047	$ 1,640	$ 7,052	$ 10,124
Diluted income per share	$ 0.30	$ 0.16	$ 0.70	$ 1.01
Total assets	$123,338	$119,850	$123,338	$119,850

The Third Quarter and First Nine Months of Fiscal 2013 Compared With the Third Quarter and First Nine Months of Fiscal 2012

Sales for the third quarter of fiscal 2013 were $25,633, a 5% increase as compared with sales of $24,329 for the third quarter of fiscal 2012. The increase in the current quarter's sales was driven by improved pricing and added volume from increased subcontracting. International sales were up $3,830 compared with the third quarter of fiscal 2012, primarily driven by increased sales to the Middle East. Domestic sales decreased $2,526 in the third quarter of fiscal 2013 compared with the same quarter in fiscal 2012. Sales in the three months ended December 31, 2012 were 43% to the refining industry, 25% to the chemical and petrochemical industries, 16% to the power industry, including the nuclear market and 16% to other commercial and industrial applications. Sales in the three months ended December 31, 2011 were 31% to the refining industry, 19% to the chemical and petrochemical industries, 27% to the power industry, including the nuclear market and 23% to other commercial and industrial applications. Fluctuations in sales among markets, products and geographic locations can vary measurably from quarter-to-quarter based on, among other things, timing and magnitude of projects. See "Fiscal 2013 and Near Term Market Conditions" above. For additional information on anticipated future sales and our markets, see "Orders and Backlog" below.

Sales for the first nine months of fiscal 2013 were $74,068, a decrease of 11% compared with sales of $82,936 for the first nine months of fiscal 2012. The decrease in year-to-date sales was primarily due to lower international sales, pricing and volume. International sales accounted for 47% and 48% of total sales for the first nine months of fiscal 2013 and fiscal 2012, respectively. International sales year-over-year decreased $5,185, or 13%. In the first nine months of fiscal 2013, sales to the Middle East declined $3,115. The remaining sales decrease came from Asia and South America. Domestic sales decreased $3,683 or 9%, in the nine months ended December 31, 2012 compared with the nine months ended December 31, 2011. Sales in the

first nine months of fiscal 2013 were 30% to the refining industry, 28% to the chemical and petrochemical industries, 21% to the power industry, including the nuclear market, and 21% to other commercial and industrial applications. Sales in the first nine months of fiscal 2012 were 38% to the refining industry, 14% to the chemical and petrochemical industries, 27% to the power industry, including the nuclear market, and 21% to other commercial and industrial applications.

Our gross profit margin for the third quarter of fiscal 2013 was 28% compared with 27% for the third quarter of fiscal 2012. Gross profit for the third quarter of fiscal 2013 increased to $7,128 from $6,462, or 10%, compared with the same period in fiscal 2012. Gross profit margin and dollars in the third quarter increased primarily due to improved pricing on projects won a year into the recovery of our markets.

Our gross profit margin for the first nine months of fiscal 2013 was 29% compared with 33% for the first nine months of fiscal 2012. Gross profit dollars for the first nine months of fiscal 2013 decreased 23% to $21,277, compared with the same period in fiscal 2012, which had gross profit of $27,459. The decrease in gross profit margin and dollars had occurred in the first two quarters of fiscal 2013 compared with the same period of fiscal 2012. Gross profit percentage and dollars decreased in the nine-month period primarily due to lower volume and capacity utilization as well as the conversion of projects during the first two quarters of fiscal 2013, which had less favorable pricing compared with the projects converted in the first two quarters of fiscal 2012. Certain projects which converted in the first half of the prior fiscal year were won during the prior market peak, when pricing was strong. This trend reversed itself for the third quarter of fiscal 2013 compared with the same period in the prior year, but the increase in gross profit margin and dollars in the current quarter was not sufficient to offset the decrease experienced in the first half of the year.

Selling, general and administrative (“SG&A”) expense in the three month period ended December 31, 2012 decreased $632, or 17% compared with the same period of the prior year. This decrease was due primarily to the reversal of a $975 reserve related to the expected value of the earn out from the Energy Steel acquisition.

The Energy Steel acquisition provided for a potential earn out to the seller of up to $1,000 per year for each of the first two full calendar years (calendar years 2011 and 2012) that we owned Energy Steel. The first year, calendar year 2011, the earn out was achieved and paid to the seller in January 2012. The earn out for the second year, calendar year 2012, had been partly reserved for at the time of acquisition with the remaining charges added subsequent to the acquisition. However, due to lower order volume levels experienced in calendar year 2012 and project timing, the Energy Steel earn out criteria was not achieved. As a result, the reserve of $975 was adjusted to $0, and $975 was recorded as a reduction of selling, general and administrative expenses in the third quarter.

Selling, general and administrative (“SG&A”) expense in the nine month period ended December 31, 2012 decreased $209, or 2%, compared with the same periods of the prior year. Excluding the impact of the reversal of the earn out reserve described above, SG&A increased 9% in the three month period and 6% in the nine month period ended December 31, 2012, compared to the same periods in the prior year.

The increase for both the three and nine-month periods was due to increased headcount, as we prepare for the anticipated continued recovery in our markets, offset by certain costs related to lower sales volume.

SG&A expense as a percent of sales for the three and nine-month periods ended December 31, 2012 was 12% and 16%, respectively. Excluding the impact of the earn out reserve reversal noted above, SG&A expense as a percentage of sales was 16% and 17%, respectively. This compared with 16% and 14%, respectively for the same periods of the prior year. SG&A expense as a percent of sales increased, primarily due to increased commissions, headcount costs and lower comparable sales.

Interest income was $13 and $38 for the three and nine-month periods ended December 31, 2012, compared with $12 and $48 for the same periods ended December 31, 2011. The low level of interest income relative to the amount of cash invested reflects the persistent low level of interest rates on money market funds and short term U.S. government securities in which we invest net cash available from operations.

Interest expense was $19 and $(271) for the three and nine-month periods ended December 31, 2012, compared with $55 and $260 for the same periods ended December 31, 2011. It is our policy to recognize any interest related to uncertain tax positions in interest expense. In the second quarter of fiscal 2013, due to lower than expected assessments by the IRS, we reversed provisions that had been made in earlier periods for interest related to previously uncertain tax positions. See Note 13 of the notes to our unaudited condensed consolidated financial statements included in Part I, Item I, of this Quarterly Report on Form 10-Q.

We project our effective tax rate in fiscal 2013 will be between 29% and 30%. The tax rate used to reflect income tax expense in the current quarter was 23%, and the tax rate for the first nine months of fiscal 2013 was 29%. The lower tax rate realized in the third quarter was related to the reversal of the Energy Steel earn out reserve discussed above, which was not tax affected, since it was a purchase price adjustment. Excluding this reversal, the effective tax rate in each of the three and nine-month periods ended December 31, 2012 would have been 32%. The actual annual effective tax rate for fiscal 2012 was 37%, which included a charge of $374 related to the resolution of an IRS audit related to research and development tax credits taken in tax years 2006 through 2008. Excluding this charge, the effective tax rate in fiscal 2012 was 34%.

Net income for the three and nine months ended December 31, 2012 was $3,047 and $7,052, respectively, compared with $1,640 and $10,124, respectively, for the same periods in the prior fiscal year. Excluding the reversal of the earn out reserve, net income for the three and nine months ended December 31, 2012 was $2,072 and $6,077, respectively. Income per diluted share in fiscal 2013 was $0.30 and $0.70 for the three and nine-month periods, compared with $0.16 and $1.01 for the same three and nine-month periods of fiscal 2012. Excluding the reversal of the earn out reserve, income per diluted share was $0.21 and $0.61 for the three and nine-month periods of fiscal 2013.

Liquidity and Capital Resources

The following discussion should be read in conjunction with our unaudited condensed consolidated statements of cash flows included in Part I, Item 1 of this Quarterly Report on Form 10-Q:

	December 31, 2012	March 31, 2012
Cash and investments	$ 55,107	$41,688
Working capital	60,189	52,730
Working capital ratio(1)	3.4	3.2

(1) Working capital ratio equals current assets divided by current liabilities.

Net cash generated by operating activities for the first nine months of fiscal 2013 was $14,948, compared with $3,914 generated by operating activities for the first nine months of fiscal 2012. The increase in cash generated was due to improvements in unbilled revenue, customer deposits, accounts payable, accounts receivable and income taxes payable, partly offset by higher inventory and lower net income.

Dividend payments and capital expenditures in the first nine months of fiscal 2013 were $599 and $971, respectively, compared with $594 and $2,621, respectively, for the first nine months of fiscal 2012.

Capital expenditures for fiscal 2013 are expected to be between $1,500 and $2,000. Approximately 70% of our fiscal 2013 capital expenditures are expected to be for machinery and equipment, with the remaining amounts to be used for information technology and other items.

Cash and investments were $55,107 on December 31, 2012 compared with $41,688 on March 31, 2012, up $13,419, or 32%.

We invest net cash generated from operations in excess of cash held for near-term needs in either a money market account or in U.S. government instruments, generally with maturity periods of up to 180 days. Our money market account is used to securitize our outstanding letters of credit and allows us to pay a lower cost on those letters of credit.

Our revolving credit facility with Bank of America, N.A. provides us with a line of credit of $25,000, including letters of credit and bank guarantees. In addition, our credit facility allows us to increase the line of credit, at our discretion, up to another $25,000, for total availability of $50,000. Borrowings under our credit facility are secured by all of our assets. Letters of credit outstanding under our credit facility on December 31, 2012 and March 31, 2012 were $11,274 and $9,920, respectively. There were no other amounts outstanding on our credit facility at December 31, 2012 and March 31, 2012. Our borrowing rate as of December 31, 2012 and March 31, 2012 was Bank of America's prime rate, or 3.25%. Availability under the line of credit was $13,726 at December 31, 2012. We believe that cash generated from operations, combined with our investments and available financing capacity under our credit facility, will be adequate to meet our cash needs for the immediate future.

Orders and Backlog

Orders for the three-month period ended December 31, 2012 were $24,579, compared with $21,933 for the same period last year, an increase of 12%. For the three months ended December 31, 2012, orders increased in Canada by $5,864, largely in connection with oil sands opportunities, offsetting an order level decrease of $5,349 in the U.S. Orders represent communications received from customers requesting us to supply products and services.

During the first nine months of fiscal 2013, orders were $69,919, compared with $64,440 for the same period of fiscal 2012, an increase of 9%. For the first nine months of fiscal 2013, orders increased in Canada, up $8,128, and in Asia, up $4,957, which was partly offset by lower domestic orders, down $5,247, and the Middle East, down $2,758.

Domestic orders were 50%, or $12,249, while international orders were 50%, or $12,330, of total orders in the current quarter. During the same period in the prior fiscal year, domestic orders were 80%, or $17,598, and international orders were 20% of total orders, or $4,335.

For the first nine months of fiscal 2013, domestic orders were 53% of total orders or $37,285, while international orders were 47%, or $32,634. During the first nine months of fiscal 2012, domestic orders were 66% of total orders, or $42,532, and international orders were 34%, or $21,908.

Backlog was $90,741 at December 31, 2012, compared with $94,934 at March 31, 2012, a decrease of 4%. Backlog is defined as the total dollar value of orders received for which revenue has not yet been recognized. All orders in backlog represent orders from our traditional markets in established product lines. Approximately 75% to 85% of orders currently in backlog are expected to be converted to sales within the next twelve months. This is lower than our historical conversion rate, which is approximately 85% to 90% over an upcoming 12-month period. The difference in our current backlog is due to the inclusion of the carrier project for the U.S. Navy and two orders for new U.S. nuclear plants. These projects have multi-year conversion cycles and significant stops and starts during their manufacturing processes.

At December 31, 2012, 37% of our backlog was attributable to equipment for refinery project work, 10% for chemical and petrochemical projects, 27% for power projects, including nuclear, and 26% for other industrial or commercial applications (including the U.S. Navy order). At December 31, 2011, 14% of our backlog was attributable to equipment for refinery project work, 22% for chemical and petrochemical projects, 24% for power projects, including nuclear, and 40% for other industrial or commercial applications (including the U.S. Navy order).

At December 31, 2012, no projects were on hold. The one project that was on hold at the end of the second quarter of fiscal 2013, with a value of $1,010 was released by our customer during the third quarter and is expected to be in production during our fiscal year ending March 31, 2014, which we refer to as “fiscal 2014”.

Outlook

We believe that we remain in the early stages of a recovery in the refinery and petrochemical markets. We also believe the strength of the energy markets, including the nuclear market, will continue to improve. During the first three quarters of fiscal 2013, we achieved orders of $19,721, $25,619 and $24,579, sequentially. While the order level for the first nine months of fiscal 2013 was $69,919, or 9% above the same period last year, the fourth quarter of fiscal 2012 had orders of $42,269, a level we do not expect to match in this fiscal year’s fourth quarter. We continue to see significant activity in our pipeline and remain optimistic that we

will experience stronger order levels than the first three quarters of fiscal 2013 during the next several quarters. Our backlog was $90,741 as of December 31, 2012, just 4% below our March 31, 2012 level, which represented our record high at $94,934.

We expect revenue in fiscal 2013 to be between $102.5 and $107.5 million, compared with $103.2 million in fiscal 2012. Approximately 16% to 18% of our revenue is expected to come from Energy Steel. In fiscal 2012, Energy Steel contributed 17% of our revenue. In fiscal 2013, revenue was $74,068 in the first nine months of the year, an average of $24,689 per quarter. We expect stronger sales in the fourth quarter of fiscal 2013 compared with the average quarterly revenue achieved during the first nine months of the fiscal year.

We expect gross profit margin in fiscal 2013 to be between 29% and 31%. Gross margin in the first nine months of fiscal 2013 was 29%. During fiscal 2012, we achieved gross margin of 32%, which included a few higher margin projects, especially in the first two quarters of such year. In fiscal 2012, gross margin was 36% and 26% in the first and second halves of the year, respectively.

Gross profit margins are expected to improve with anticipated volume increases. Due to changes in geographic and end use market mix, we do not expect gross margins to reach the 40% range achieved at the peak of the prior cycle. We believe a long term gross profit margin percentage at cycle peak could reach the mid-to-upper 30% range. We also expect this recovery will continue to be more focused on emerging markets, which historically have lower margins and more competitive pricing than developed markets.

SG&A spending for fiscal 2013 is expected to be between 15.5% and 16% of sales. Excluding the impact of the Energy Steel earn out adjustment, SG&A spending for fiscal 2013 is expected to be between 16.5% and 17% of sales. We continue to invest in personnel as we prepare for increased opportunities we expect in fiscal 2014 and beyond. Our effective tax rate during fiscal 2013 is expected to be between 29% and 30%, which includes a benefit to be realized in the fourth quarter of fiscal 2013 as a result of the recent extension of the R&D tax credit.

Cash flow in fiscal 2013 is expected to be positive, although there is the possibility that cash flow in the fourth quarter of fiscal 2013 could be negative due to timing of changes in working capital, reversing a portion of the very strong cash generation from the third quarter, when cash and investments increased by $8,186.

Contingencies and Commitments

We have been named as a defendant in certain lawsuits alleging personal injury from exposure to asbestos contained in our products. We are a co-defendant with numerous other defendants in these lawsuits and intend to vigorously defend ourselves against these claims. The claims are similar to previous asbestos lawsuits that named us as a defendant. Such previous lawsuits either were dismissed when it was shown that we had not supplied products to the plaintiffs' places of work or were settled by us for immaterial amounts.

As of December 31, 2012, we were subject to the claims noted above, as well as other legal proceedings and potential claims that have arisen in the ordinary course of business.

Although the outcome of the lawsuits to which we are a party cannot be determined and an estimate of the reasonably possible loss or range of loss cannot be made, we do not believe that the outcomes, either individually or in the aggregate, will have a material effect on our results of operations, financial position or cash flows.

Critical Accounting Policies, Estimates, and Judgments

Our unaudited condensed consolidated financial statements are based on the selection of accounting policies and the application of significant accounting estimates, some of which require management to make significant assumptions. We believe that the most critical accounting estimates used in the preparation of our condensed consolidated financial statements relate to labor hour estimates used to recognize revenue under the percentage-of-completion method, accounting for business combinations, goodwill and intangible asset impairment, accounting for income taxes, accounting for contingencies, under which we accrue a loss when it is probable that a liability has been incurred and the amount can be reasonably estimated, and accounting for pensions and other postretirement benefits. For further information, refer to Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Item 8 "Financial Statements and Supplementary Data" included in our Annual Report on Form 10-K for the year ended March 31, 2012.

Off Balance Sheet Arrangements

We did not have any off balance sheet arrangements as of December 31, 2012 or March 31, 2012, other than operating leases and letters of credit.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The principal market risks (i.e., the risk of loss arising from changes in the market) to which we are exposed are foreign currency exchange rates, price risk and project cancellation risk.

The assumptions applied in preparing the following qualitative and quantitative disclosures regarding foreign currency exchange rate, price risk and project cancellation risk are based upon volatility ranges experienced by us in relevant historical periods, our current knowledge of the marketplace, and our judgment of the probability of future volatility based upon the historical trends and economic conditions of the markets in which we operate.

Foreign Currency

International consolidated sales for the first nine months of fiscal 2013 were 47% of total sales compared with 48% for the same period of fiscal 2012. Operating in markets throughout the world exposes us to movements in currency exchange rates. Currency movements can affect sales in several ways, the foremost being our ability to compete for orders against foreign competitors that base their prices on relatively weaker currencies. Business lost due to competition for orders against competitors using a relatively weaker currency cannot be quantified. In addition, cash can be adversely impacted by the conversion of sales made by us in a foreign currency to U.S. dollars. In the first nine months of each of fiscal 2013 and fiscal 2012, all sales by us and our wholly-owned subsidiaries, for which we were paid, were denominated in the local currency (U.S. dollars or Chinese RMB).

We have limited exposure to foreign currency purchases. In each of the first nine months of fiscal 2013 and 2012, our purchases in foreign currencies represented 1% of the cost of products sold. At certain times, we may enter into forward foreign currency exchange agreements to hedge our exposure against potential unfavorable changes in foreign currency values on significant sales contracts negotiated in foreign currencies. Forward foreign currency exchange contracts were not used in the periods being reported on in this Quarterly Report on Form 10-Q and as of December 31, 2012 and March 31, 2012, we held no forward foreign currency contracts.

Price Risk

Operating in a global marketplace requires us to compete with other global manufacturers which, in some instances, benefit from lower production costs and more favorable economic conditions. Although we believe that our customers differentiate our products on the basis of our manufacturing quality and engineering experience and excellence, among other things, such lower production costs and more favorable economic conditions mean that certain of our competitors are able to offer products similar to ours at lower prices. Moreover, the cost of metals and other materials used in our products have experienced significant volatility. Such factors, in addition to the global effects of the recent volatility and disruption of the capital and credit markets, have resulted in pricing pressure on our products.

Project Cancellation and Project Continuation Risk

Open orders are reviewed continuously through communications with customers. If it becomes evident to us that a project is delayed well beyond its original shipment date, management will move the project into "placed on hold" (i.e., suspended) category. Furthermore, if a project is cancelled by our customer, it is removed from our backlog.

Economic conditions over the past several years have led to a higher likelihood of project cancellation by our customers. At December 31, 2012, we have no projects on hold. We attempt to mitigate the risk of cancellation by structuring contracts with our customers to maximize the likelihood that progress payments made to us for individual projects cover the costs we have incurred. As a result, we do not believe we have a significant cash exposure to projects which may be cancelled.

Item 4. Controls and Procedures

Conclusion regarding the effectiveness of disclosure controls and procedures

Our President and Chief Executive Officer (principal executive officer) and Vice President-Finance & Administration and Chief Financial Officer (principal financial officer) each have evaluated the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, and as of such date, our President and Chief Executive Officer and Vice President-Finance & Administration and Chief Financial Officer concluded that our disclosure controls and procedures were effective in all material respects.

Changes in internal control over financial reporting

There has been no change to our internal control over financial reporting during the quarter covered by this Quarterly Report on Form 10-Q that has materially affected, or that is reasonably likely to materially affect, our internal control over financial reporting.

Table of Contents

PART II - OTHER INFORMATION

Item 5. Other Information

The below disclosure is being made pursuant to the instruction contained in Item 5 of Form 10-Q. The item number below refers to the applicable Current Report on Form 8-K Item number.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 31, 2013, we executed a Separation Agreement (the “Agreement”) with Robert A. Platt, our former Vice President of Sales. Mr. Platt resigned on January 9, 2013. Under the terms of the Agreement, Mr. Platt will receive a separation benefit equal to: (i) six months salary continuation; and (ii) his target bonus under our Fiscal Year 2013 incentive compensation plan, payable in six monthly installments of $7,125 each. The Agreement also contains a waiver and release made in our favor by Mr. Platt as well as other terms and conditions customary to agreements of a similar nature. A copy of the Agreement is attached to this Quarterly Report on Form 10-Q as Exhibit 10.1 and the above summary is qualified in its entirety by reference to such Exhibit.

Item 6. Exhibits

See index to exhibits on page 33 of this report.

Table of Contents

SIGNATURES

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.

GRAHAM CORPORATION

By: /s/ JEFFREY GLAJCH
Jeffrey Glajch
Vice President-Finance & Administration and
Chief Financial Officer

Date: February 6, 2013

INDEX TO EXHIBITS

(10)	Material Contracts	
#+	10.1	Separation Agreement between Graham Corporation and Robert Platt dated January 31, 2013.
(31)	Rule 13a-14(a)/15d-14(a) Certifications	
+	31.1	Certification of Principal Executive Officer
+	31.2	Certification of Principal Financial Officer
(32)	Section 1350 Certification	
+	32.1	Section 1350 Certifications
(101)	Interactive Date File	
*+	101.INS	XBRL Instance Document
*+	101.SCH	XBRL Taxonomy Extension Schema Document
*+	101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
*+	101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
*+	101.LAB	XBRL Taxonomy Extension Label Linkbase Document
*+	101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

+ Exhibit filed with this report.
# Management contract or compensatory plan.
* Pursuant to Rule 406T of Regulation S-T, the information in this exhibit shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement, prospectus or other document filed under the Securities Act of 1933, or the Securities Exchange Act of 1934, except as shall be expressly set forth by specific reference in such filings.

EXHIBIT 10.1

SEPARATION AGREEMENT

Robert Platt ("Employee") and **Graham Corporation** ("Company") make the following agreement for the orderly separation of Employee's employment with the Company and for the complete resolution of any and all disagreements, disputes or claims arising out of Employee's employment and/or the separation of that employment.

1. **Resignation.** Effective the end of business January 9, 2013 ("Separation Date"), Employee hereby resigns from his employment with the Company and from any other positions (e.g., without limitation, as an officer or director), if any, he holds with the Company and/or its affiliates. The Employment Agreement between the parties, dated October 10, 2011 (the "Employment Agreement"), is also hereby terminated, effective January 9, 2013. Except as specifically provided below, all of Employee's compensation and employment-related benefits will end on January 9, 2013. Employee will receive additional information regarding his rights, if any, to insurance continuation (at his expense) and his retirement benefits, if any. To the extent that Employee has such rights, nothing in this Agreement will impair them. Employee agrees that he has received all wages, benefits and all other amounts of any kind owing to him on account of his employment up to and including the Separation Date, less applicable deductions and withholdings, and that such amounts have been received and will be retained by him regardless of whether he signs or revokes this Agreement.

2. **Separation Benefits.** Subject to the terms and conditions of this Agreement, Employee shall receive from the Company the following, which includes sums of money and benefits to which Employee is not otherwise entitled:

a. Regardless of whether Employee signs this Agreement, he shall receive a check for his base salary for the period January 1, 2013 through the Separation Date and a check in an amount equivalent to three (3) weeks at his base salary as of his Separation Date, as payment for accrued but unused vacation time available to Employee on the Separation Date. These payments will be made within ten (10) business days of the Separation Date. Employee will also receive reimbursement of expenses incurred up through the Separation Date that were as a result of conducting business activities on behalf of the Company, the reimbursement of which will be made per the Company's expense reimbursement policy.

b. If Employee signs and does not revoke this Agreement, he shall receive a separation benefit of six (6) months salary continuation at the highest salary rate in effect for the Employee during the one-year period prior to the Separation Date ($175,000.00 per annum), less applicable deductions and withholdings. Payment of this separation benefit shall be made on a monthly basis in accordance with the Company's regular payroll practices and such payments shall commence with the first payroll period following the "Effective Date" of this Agreement, as defined in Section 14 below. However, the entire separation benefit shall be paid on or before December 31, 2013.

c. If Employee signs and does not revoke this Agreement, he shall also receive an additional separation benefit of $42,750.00, which is equivalent to Employee's target bonus under the Company's Fiscal Year 2013 incentive compensation plan, for which Employee is not otherwise eligible by reason of his separation from service. Payment of this separation benefit shall be made on a monthly basis in six (6) equal monthly installments of $7,125.00 in accordance with the Company's regular payroll practices and such payments shall commence with the first payroll period following the "Effective Date" of this Agreement, as defined in Section 14 below.

d. For the purposes of this Agreement, "applicable deductions and withholdings" shall include, but shall not be limited to, any federal, state and/or local taxes required to be withheld from the amounts paid to Employee pursuant to this Agreement or otherwise due from the Company, and any other amounts that the Company may be legally required to deduct or that Employee has voluntarily elected to have deducted from his earnings.

e. Employee agrees that he is not entitled to any other compensation (including, but not limited to, salary or bonuses) or benefits of any kind or description from the Company, or from or under any benefit plan sponsored by the Company, other than as described above and those in which he may already be vested.

f. The benefits and compensation payable under this Agreement are intended to be exempt from or comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated and other official guidance issued thereunder (collectively, "Section 409A"), and this Agreement shall be administered and interpreted consistent with that intent. In particular, the separation benefits are intended to be exempt from Section 409A.

g. Notwithstanding anything in this Agreement to the contrary, if at the time of the Employee's separation from service with the Company he is a "specified employee" as defined in Section 409A, and any payment payable under this Agreement as a result of such separation from service is required to be delayed by six months pursuant to Section 409A, then the Company will make such payment on the date that is six months following Employee's separation from service with the Company. The amount of such payment will equal the sum of the payments that would have been paid to Employee during the six-month period immediately following his separation from service had the payment commenced as of such date. Each payment under this Agreement shall be designated as a "separate payment" within the meaning of Section 409A.

h. The Company makes no representations to Employee regarding the taxability and/or tax implications of this Agreement. Employee is solely responsible for any tax consequences associated with the payments made pursuant to this Agreement, including, but not limited to, any additional tax or penalty interest imposed by Section 409A. Employee agrees to defend, indemnify, reimburse and hold the Company harmless for any and all taxes, contributions, withholdings, fees, assessments, interest, costs, penalties and other charges that may be imposed on the Company by the Internal Revenue Service, the New York State Tax Department or any other federal, state or local taxing authority by reason of the payments above, the absence of withholdings and deductions made from certain payments above and/or Employee's non-payment or late payment of taxes due, and Employee alone assumes all liability for all such amounts.

3. **Return of Property.** Employee agrees to immediately return to Company all property of the Company that is in his possession, including but not limited to any information (in whatever form) about the Company's practices, procedures, finances, trade secrets, customer lists, potential customer lists, or product marketing. Such materials include but are not limited to all working papers, computer equipment, cell phones, credit cards, keys, passwords, documents, photographs, notebooks, strategic plans, computer programs, and all other confidential or proprietary materials (as well as all copies) relating in any way to the business of the Company and its subsidiaries and affiliates.

4. **Complete Waiver/Release.** Employee agrees that by signing this Agreement, he will give up his right to bring any legal claim against the Company, its agents, officers, shareholders, directors, employees, parents, subsidiaries, affiliates, employee benefit plans, successors and assigns (collectively referred to as the "Released Persons") of any nature. The claims that Employee is giving up include, but are not limited to, claims related in any way, directly or indirectly, to his employment relationship with the Company, including his separation from employment. This Section 4 is intended to be interpreted in the broadest possible manner to include all actual or potential legal claims that Employee may have against the Released Persons, except as specifically provided otherwise in this Agreement.

Specifically, Employee agrees to fully and forever release all of his legal rights and claims against the Released Persons, whether or not presently known to him and including future legal rights and claims if based in whole or in part on acts or omissions occurring before he executes this Agreement. Employee agrees that the legal rights and claims that he is giving up include, but are not limited to, his rights, if any, under all state and federal statutes that protect him from discrimination in employment, such as the Age Discrimination in Employment Act, as amended (ADEA), the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, the Americans With Disabilities Act (ADA), the Equal Pay Act (EPA), the Genetic Information Nondiscrimination Act of 2008 (GINA), the New York Human Rights Law, and any similar State or local statute, regulation or order. Employee also agrees that the legal rights and claims that he is giving up include his rights, if any, for unpaid wages or benefits under State and Federal statutes such as the Employee Retirement and Income Security Act ("ERISA"), the Family and Medical Leave Act ("FMLA"), the Worker Adjustment and Retraining Notification Act (WARN), the New York State Labor Law (except minimum wage and unemployment claims), and any similar State or local statute, regulation or order.

Employee understands and agrees that the release provided in this Agreement also includes any and all claims for defamation; wrongful discharge; breach of contract (including employment contracts or collective bargaining agreements); breach of implied contract; breach of the covenant of good faith and fair dealing; tortious interference with business and/or contractual relationship (or prospective relationship); retaliatory discharge; whistleblower's claims; estoppel of any kind; common-law intentional torts; intentional infliction of mental or emotional distress; discrimination, harassment and/or retaliation or wrongful action that has been or could have been alleged under the common law, any civil rights or equal opportunity employment law, or any other statute, regulation, ordinance or rule; and any claims for attorneys' fees that exist or may exist as of the date that Employee signs this Agreement.

Employee also agrees that he waives and releases claims against the Released Persons relating to any oral or written agreement and/or contract of employment with the Released Persons, or any of them, express or implied, purporting to establish terms and conditions of employment or addressing termination of employment. If any contract or agreement of employment exists concerning the employment of Employee by the Company or the terms and conditions of such employment or the termination of such employment, whether oral or written, express or implied, that contract or agreement is hereby terminated and is null and void. Notwithstanding the foregoing, the covenants and agreements in Sections 10 through 20 of the Employment Agreement survive termination of that Employment Agreement and execution of this Agreement. The covenants and agreements in Sections 10 through 20 of the Employment Agreement shall continue and shall not expire except as expressly set forth the in Employment Agreement, including but not limited to the non-competition, non-solicitation, and confidentiality covenants contained in Section 10 of the Employment Agreement.

This Waiver and Release includes, but is not limited to, a waiver, discharge and release by Employee of the Released Persons from any damages or relief of whatever nature or description, including, but not limited to, compensatory and punitive damages and equitable forms of relief, as well as any claim for attorney's fees, expert witness fees, and/or costs and disbursements, which may arise from any of the claims waived, discharged or released.

The claims that Employee is giving up and releasing do not include his vested rights, if any, under any qualified retirement plan in which he participates, and his COBRA, unemployment insurance and workers' compensation rights, if any. Nothing in this Agreement shall be construed to constitute a waiver of (i) any claims Employee may have against the Released Persons that arise from acts or omissions that occur after the date of Employee's execution of this agreement, (ii) Employee's right to file an administrative charge with any governmental agency alleging employment discrimination, (iii) Employee's right to participate in any administrative or court investigation, hearing or proceeding, or (iv) any claim Employee cannot waive as a matter of law. Employee agrees, however, to waive and release any right to receive any individual remedy or to recover any individual monetary or non-monetary damages as a result of any administrative charge or court proceeding based upon alleged events occurring before the date of his execution of this agreement. In addition, the release of all claims set forth in this Section 4 does not affect Employee's rights as expressly created by this Agreement, and does not limit his ability to enforce and/or to challenge the enforceability of this Agreement in an administrative agency and/or court of competent jurisdiction.

5. **No Admission of Liability.** Employee agrees that neither payment by the Company of the amounts set forth in Section 2, nor any other term or condition of the Agreement, shall be deemed, construed, or treated in any respect as an admission of any fault, wrongdoing, or liability on the part of the Company.

6. **Remedies.** Employee agrees that if he violates any of the terms of this Agreement, in addition to any other remedy that the Company may have in law or in equity, Employee shall be liable to the Company for any and all sums of money paid to Employee and the costs incurred by the Company in compliance with Section 2(b) and 2(c) of this Agreement. The Company's enforcement of its rights under this Section will not affect the validity and enforceability of the release, discharge and waiver contained in this Agreement.

7. **Confidentiality.** Employee agrees to keep the terms and the existence of this Agreement completely confidential and shall not communicate or disclose any information concerning the existence or terms of this Agreement or provide a copy of this Agreement to anyone, except the United States Internal Revenue Service, the New York Department of Revenue, the United States Equal Employment Opportunity Commission, the New York State Division of Human Rights, the New York Department of Labor, or State or County Unemployment Authorities. Employee may disclose the terms of this Agreement to his lawful spouse, financial advisor, attorney, accountant or other professional advisor to whom he must make the disclosure in order for them to render professional services to him.

Employee and the Company also agree that neither shall disclose publicly or privately the circumstances surrounding the cessation of Employee's employment except as may otherwise be required by law, statute, regulation, discovery process or order of any Court or other tribunal. Nor shall either party publicly or privately disparage the other or their predecessors, successors, assigns, affiliates, related entities, officers, directors, shareholders, agents, attorneys, employees or former employees.

Notwithstanding the foregoing, Employee understands that the Company has certain reporting obligations pursuant to SEC rules and regulations and nothing in this Agreement is intended to preclude the Company from fully complying with those obligations.

8. **Future Employment**. Employee agrees that neither he, nor anyone acting on his behalf, will apply for or seek employment with the Company in the future. Employee agrees that in the event he applies for or seeks employment with the Company in the future, the Company is under no obligation to consider that application and may deny said application based on this Agreement.

9. **Interim Obligations**. Employee understands and agrees that the obligations contained in Section 3, 7 and 8 above are material provisions of this Agreement, for which good and sufficient consideration is provided. However, Employee also acknowledges and agrees that those provisions could be undermined and/or rendered ineffective if he takes actions that would be violations of Section 7 of this Agreement after the Effective Date of this Agreement, between the date he was presented with a draft of this Agreement (January 9, 2013) and the Effective Date of this Agreement (the "Interim Period"). Accordingly, as a material inducement for the Company to enter this Agreement, Employee represents and warrants that, during the Interim Period, he did not and will not take any actions, directly or indirectly, that would be in violation of this Agreement if they occurred after the Effective Date of this Agreement. This includes, but is not limited to, failing to return and/or disclosing confidential and/or proprietary confidential information and/or disclosing the terms of this Agreement or the amounts or benefits to be paid under this Agreement (other than as allowed in Section 7).

10. **Attorney Consultation**. Employee represents and warrants that the Company hereby encourages and advises Employee, prior to signing this Agreement, to consult with an attorney of his choosing concerning all of the terms of this Agreement and the facts and circumstances of Employee's separation from employment with the Company. By execution of this Agreement, Employee represents and warrants that he has had the opportunity to consult with an attorney of his choosing concerning all of the terms of this Agreement.

11. **Review Period**. Employee represents and warrants that the Company has given Employee a reasonable period of time, up to twenty-one (21) days, in which to consider the terms of this Agreement, and for the purpose of consulting with an attorney if he so chooses. A copy of this Agreement was first given to Employee on January 9, 2013. If this Agreement has been executed by Employee prior to the end of the twenty-one (21) day period, Employee represents that he has freely and willingly elected to do so. The parties agree that negotiations about and/or revisions to this Agreement after January 9, 2013, whether material or immaterial, do not restart the 21-day period. The Company reserves the right to withdraw its offer of this Agreement at any time after the expiration of the 21-day review period or if Employee takes actions during the Interim Period that would be in violation of Sections 3, 7 and/or 8 of this Agreement and/or Sections 10 through 20 of the Employment Agreement if they were taken after the Effective Date of this Agreement.

12. **Voluntary Agreement.** Employee represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions of this Agreement. Employee represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure or coercion from any person or entity, including, but not limited to, the Company or any of its representatives.

13. **No Waiver of Right to Enforce.** Any failure of the parties at any time or times to enforce their respective rights under any provision of this Agreement shall not be construed to be a waiver of such provision or the right of Employee and/or Company to enforce such provision.

14. **Revocation Period; Effective Date.** After Employee has signed this Agreement, he will have an additional 7 calendar days in which to revoke his acceptance. If he does not revoke his acceptance, then the 8th day after the date of his signature will be the "Effective Date" of this Agreement, and he may not thereafter revoke it. To revoke this Agreement, Employee agrees to send written notice to: James R. Lines, President and Chief Executive Officer, 20 Florence Avenue, Batavia, New York 14020. If sent by mail, the revocation must be postmarked within the seven (7) calendar day period and sent via certified mail, return receipt requested. Employee acknowledges and agrees that if he exercises his right to revoke this Agreement, his resignation of employment will remain valid and effective on the Separation Date and he will not be entitled to the separation benefits in Sections 2(b) and 2(c).

15. **Governing Law; Severability.** Employee and the Company agree that this Agreement shall be construed by and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law provisions, except to the extent that the law of the United States governs any matter set forth herein, in which case such Federal law shall govern. The parties agree that, whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions, which shall be fully severable and given full force and effect. However, in the event the Complete Waiver and Release in Section 4 or any portion thereof is determined by any court, arbitrator or agency of competent jurisdiction to be unenforceable for any reason, then Company shall have the option to rescind this entire Agreement and immediately recover from Employee any payments made pursuant to Sections 2(b) and 2(c) above.

16. **Counterparts.** This Agreement may be executed in multiple originals, each of which shall be considered as an original instrument, but all of which together shall constitute one Agreement, and shall bind Employee, his heirs, executors, administrators, successors, assigns, and legal representatives, and the Company, its successors, assigns, and legal representatives. A photocopy or facsimile of the original document signed by all parties will have the same force and effect as the original.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral and written agreements or understandings between the parties, except as otherwise specified herein. The terms of this Agreement may not be modified except by a writing signed by all parties.

For Graham Corporation:

/s/ James R. Lines

James R. Lines
President and Chief Executive Officer

Date: January 31, 2013

/s/ Robert Platt

Robert Platt

Date: January 11, 2013

EXHIBIT 31.1

CERTIFICATION OF
PRINCIPAL EXECUTIVE OFFICER

I, James R. Lines, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Graham Corporation;

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(s) 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(s) 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: February 6, 2013

/s/ JAMES R. LINES
James R. Lines
President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION OF
PRINCIPAL FINANCIAL OFFICER

I, Jeffrey Glajch, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Graham Corporation;

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(s) 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(s) 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: February 6, 2013

/s/ JEFFREY GLAJCH

Jeffrey Glajch
Vice President-Finance & Administration and
Chief Financial Officer

EXHIBIT 32.1

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

In connection with the Quarterly Report of Graham Corporation (the "Company") on Form 10-Q for the period ending December 31, 2012 as filed with the Securities and Exchange Commission (the "Report"), each of the undersigned certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that:

1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ JAMES R. LINES
James R. Lines
President and Chief Executive Officer
(Principal Executive Officer)
Date: February 6, 2013

/s/ JEFFREY GLAJCH
Jeffrey Glajch
Vice President-Finance & Administration and
Chief Financial Officer
(Principal Financial Officer)
Date: February 6, 2013

A signed original of this written statement required by Section 906 has been provided to Graham Corporation and will be retained by Graham Corporation and furnished to the Securities and Exchange Commission or its staff upon request.