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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): March 16, 2021

Graham Corporation
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-8462
(Commission
File Number)

16-1194720
(IRS Employer
Identification No.)

20 Florence Avenue, Batavia, New York
(Address of principal executive offices)

14020
(Zip Code)

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

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.10 per share	GHM	NYSE

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

Base Salary Adjustments

On March 16, 2021, the Compensation Committee (the “Compensation Committee”) of the Board of Directors (the “Board”) of Graham Corporation (the “Company”) approved a 3% increase to the base salaries of certain of the Company’s “named executive officers,” including Jeffrey F. Glajch, the Company’s Vice President - Finance & Administration and Chief Financial Officer, and Alan E. Smith, the Company’s Vice President and General Manager - Batavia, resulting in base salaries of \$334,750 and \$265,287, respectively.

Second Amendment to Mr. Glajch’s Employment Agreement

On March 16, 2021, the Company and Mr. Glajch entered into the Second Amendment (the “Amendment”) to the Amended and Restated Employment Agreement, dated as of July 29, 2010, as amended on September 12, 2019 (as so amended, the “Employment Agreement”). The Amendment provides that, in the event of a termination of Mr. Glajch’s employment with the Company within two years after a Change in Control, the Company will pay to Mr. Glajch a lump sum (subject to any applicable payroll or other taxes required to be withheld) in an amount equal to 2.5 multiplied by the sum of (i) Mr. Glajch’s salary at the rate in effect at the time of the termination of employment and (ii) the target amount of Mr. Glajch’s bonus under the Company’s Annual Executive Cash Bonus Plan (or successor plan thereto in effect at the time of the termination of employment) for the fiscal year that includes the date of the termination of employment.

The Amendment also provides that the Company will provide continuation of Mr. Glajch’s health and medical coverage pursuant to the Employment Agreement for a period of 18 months following a termination of Mr. Glajch’s employment with the Company within two years after a Change in Control.

“Change in Control,” as used in this Current Report on Form 8-K (the “Report”) and as defined in the Amendment, means: (i) certain corporate transactions that result in a change in the majority ownership of the Company; (ii) the acquisition of more than 25% of the voting shares of the Company by any person or persons acting in concert; (iii) the acquisition of substantially all of the assets of the Company by any person or persons acting in concert; or (iv) the occurrence of any event if, immediately following such event, at least 50% of the members of the Board do not belong to any of the following groups: (A) individuals who were members of the Board on August 11, 2020 or (B) individuals who first became members of the Board after August 11, 2020 either (1) upon election to serve as a member of the Board by the affirmative vote of a majority of the members of the Board, or a nominating committee thereof, in office at the time of such first election, or (2) upon election by the stockholders of the Company to serve as a member of the Board, but only if nominated for election by affirmative vote of a majority of the members of the Board or a nominating committee thereof, in office at the time of such first nomination. No other materials amendments were made to the Employment Agreement.

The foregoing summary of the Amendment is a summary of its terms, does not purport to be complete, and is qualified in its entirety by reference to the Amendment, a copy of which is being filed as Exhibit 10.1 to this Report and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amendment to the Amended and Restated Employment Agreement of Jeffrey F. Glajch, as amended, dated March 16, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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 hereunto duly authorized.

Date: March 18, 2021

Graham Corporation

By: /s/ Jeffrey Glajch
Jeffrey Glajch
Vice President – Finance & Administration and Chief Financial Officer

**SECOND AMENDMENT TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment"), is effective as of March 16, 2021, by and between Graham Corporation, a Delaware corporation with its principal place of business at 20 Florence Avenue, Batavia, New York 14020 (the "Company"), and Jeffrey F. Glajch (the "Executive").

WHEREAS, the Company and the Executive desire to amend that certain Amended and Restated Employment Agreement, dated as of July 29, 2010, and as amended by the First Amendment, dated September 12, 2019 (the "Agreement"), pursuant to Section 14 of the Agreement, to further modify certain terms of the Agreement as described herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound and in consideration of the mutual covenants herein contained, agree as follows:

1. Post-Change in Control Severance Benefit. Section 9(b)(i) of the Agreement is hereby replaced in its entirety by the following:

“(i) The Company will pay to the Executive as compensation for services rendered to the Company a lump sum (subject to any applicable payroll or other taxes required to be withheld) in an amount equal to 2.5 multiplied by the sum of (i) the Executive’s salary at the rate in effect at the time of the Executive’s termination of employment, and (ii) the target amount of the Executive’s bonus under the Annual Executive Cash Bonus Plan (or successor plan thereto in effect at the time of the Executive’s termination of employment) for the fiscal year that includes the date of the Executive’s termination of employment. The payment shall be made as soon as administratively practicable after the six-month anniversary of the effective date of the termination of the Executive’s employment. In the event the Executive dies prior to receiving the lump sum payment, but following the occurrence of any event requiring the Company to make the payment required by this Section 9(b)(i), the payment provided for by this Section 9(b)(i) shall be paid to the Executive’s estate as soon as administratively practicable after the date of the Executive’s death. The payment under this Section 9(b)(i) shall be made in lieu of the payments provided for by Sections 8(c)(ii) and (iii).”

2. Post-Change in Control Health Care Continuation Benefit. A new Section 9(b)(vi) will be added to the Agreement which will provide as follows:

“(vi) The Company will provide continuation of the health and medical coverage described in Section 6(a) for a period of 18 months following the effective date of the termination of the Executive’s employment.”

3. Definition of Change in Control. Section (9)(c)(i) of the Agreement is hereby replaced in its entirety by the following:

“(i) For the purposes of this Agreement, the term “Change in Control” shall mean:

(i) the reorganization, merger or consolidation of the Company with one or more individuals, corporations, partnerships, associations, joint-stock companies, trusts, estates, unincorporated organizations or any other business organizations (“Persons”), other than a transaction following which at least 51% of the ownership interests of the institution resulting from such transaction are owned by Persons who, immediately prior to such transaction, owned at least 51% of the outstanding voting share of the Company;

(ii) the acquisition of more than 25% of the voting shares of the Company by any Person or Persons acting in concert;

(iii) the acquisition of substantially all of the assets of the Company by any Person or Persons acting in concert; or

(iv) the occurrence of any event if, immediately following such event, at least 50% of the members of the Board do not belong to any of the following groups:

(A) individuals who were members of the Board on August 11, 2020; or

(B) individuals who first became members of the Board after August 11, 2020 either:

(1) upon election to serve as a member of the Board by the affirmative vote of a majority of the members of the Board, or a nominating committee thereof, in office at the time of such first election; or

(2) upon election by the stockholders of the Company to serve as a member of the Board, but only if nominated for election by affirmative vote of a majority of the members of the Board, or a nominating committee thereof, in office at the time of such first nomination.

For purposes of this definition, “Person” shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, an estate, an unincorporated organization and any other business organization.”

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4. Definitions. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
 5. Reference to and Effect on the Agreement. Except as specifically modified or amended by the terms of this Amendment, the Agreement and all provisions contained therein are, and shall continue, in full force and effect and are hereby ratified and confirmed. All references in the Agreement to itself shall be deemed references to the Agreement as amended hereby.
 6. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.
 7. Governing Law. This Amendment shall be governed by the laws of the State of New York without regard to principles of conflict of law.
 8. Successors and Assigns. This Amendment shall be binding upon the parties and their respective successors and assigns.
 9. Headings. Headings in this Amendment are included for convenience or reference purposes only and shall not constitute part of this Amendment for any other purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

GRAHAM CORPORATION

By: /s/ James R. Lines
Name: James R. Lines
Title: President and Chief Executive Officer

/s/ Jeffrey Glajch
Jeffrey Glajch

STATE OF NEW YORK)
) ss.:
COUNTY OF GENESEE)

On this 16th day of March 2021, before me personally came James R. Lines, to me known, who, being by me duly sworn did depose and say that the above-named person resides in Lancaster, New York, that said person is the President and the Chief Executive Officer of Graham Corporation, the corporation described in and which executed the foregoing instrument; and that the above-named person signed thereto by order of the Board of Directors of said corporation.

/s/ Roxanne M. Flaherty
Notary Public

[Notary Stamped]

STATE OF NEW YORK)
) ss.:
COUNTY OF GENESEE)

On the 16TH day of March 2021, before me came Jeffrey Glajch, who, being by me duly sworn did depose and say that the above-named person resides in Williamsville, New York, and such person proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above agreement and acknowledged to me that he executed the same in his individual.

/s/ Roxanne M. Flaherty
Notary Public

[Notary Stamped]

[Signature page to Second Amendment]