

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15 (d) of the
Securities Exchange Act of 1934

For the quarterly period ended June 26, 1998

Commission File Number: 001-9249

GRACO INC.

(Exact name of Registrant as specified in its charter)

Minnesota

(State of incorporation)

41-0285640

(I.R.S. Employer Identification Number)

4050 Olson Memorial Highway
Golden Valley, Minnesota

(Address of principal executive offices)

(55422)

(Zip Code)

(612-623-6000)

(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, and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

20,039,793 common shares were outstanding as of July 24, 1998.

GRACO INC. AND SUBSIDIARIES

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Stock Repurchase Agreement dated May 18, 1998 between
Graco Inc. and David A. Koch, Paul M. Torgerson and U.S. Bank
Trust National Association SD, as Trustees of the Trust
administered pursuant to Article V of the Last Will and
Testament and Codicil thereto of Clarissa L. Gray.
(Incorporated by reference to Exhibit 10.1 to the Company's
Report on Form 8-K dated June 5, 1998.)

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Computation of Net Earnings per Common Share
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PART I

GRACO INC. AND SUBSIDIARIES

Item 1. CONSOLIDATED STATEMENTS OF EARNINGS

(Unaudited)

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 26, 1998	June 27, 1997	June 26, 1998	June 27, 1997
	(In thousands except per share amounts)			
Net Sales	\$ 115,153	\$ 111,721	\$ 220,870	\$ 203,820
Cost of products sold	57,066	58,322	110,838	105,888
Gross Profit	58,087	53,399	110,032	97,932
Product development	4,716	4,828	9,498	9,653
Selling	21,550	23,764	44,197	45,397
General and administrative	12,254	8,284	22,419	16,839
Operating Profit	19,567	16,523	33,918	26,043
Interest expense	173	240	398	447
Other (income) expense, net	(171)	615	108	247
Earnings Before Income Taxes	19,565	15,668	33,412	25,349
Income taxes	6,800	5,250	11,700	8,750
Net Earnings	\$ 12,765	\$ 10,418	\$ 21,712	\$ 16,599
Basic Net Earnings Per Common Share*	\$.49	\$.41	\$.84	\$.65
Diluted Net Earnings Per Common Share*	.48	.40	.82	.64
Basic Weighted Average Number of Common Shares*	25,817	25,701	25,644	25,680
Diluted Weighted Average Number of Common Shares*	26,755	26,208	26,497	26,243

*All 1997 per share data has been restated for the three-for-two stock split paid February 4, 1998.

See notes to consolidated financial statements.

GRACO INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands)

	June 26, 1998	December 26, 1997
	-----	-----
ASSETS (Unaudited)		
Current Assets:		
Cash and cash equivalents	\$ 34,226	\$ 13,523
Accounts receivable, less allowances of \$5,200 and \$4,100	86,499	86,148
Inventories	43,822	43,942
Deferred income taxes	11,322	11,140
Other current assets	1,526	1,539
	-----	-----
Total current assets	177,395	156,292
Property, Plant and Equipment:		
Cost	199,671	196,940
Accumulated depreciation	(101,065)	(96,760)
	-----	-----
	98,606	100,180
Other Assets	7,797	8,060
	-----	-----
	\$ 283,798	\$ 264,532
	=====	=====
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Notes payable to banks	\$ 4,472	\$ 2,911
Current portion of long-term debt	1,788	1,796
Trade accounts payable	12,731	12,542
Salaries, wages & commissions	12,586	14,903
Accrued insurance liabilities	10,887	10,227
Income taxes payable	6,089	5,546
Other current liabilities	21,526	21,055
	-----	-----
Total current liabilities	68,874	68,980
Long-term Debt, less current portion	5,422	6,163
Retirement Benefits and Deferred Compensation	31,301	31,880
Shareholders' Equity:		
Common stock	25,833	25,553
Additional paid-in capital	29,970	26,085
Retained earnings	121,376	105,030
Other, net	1,022	841
	-----	-----
Total shareholders' equity	178,201	157,509
	-----	-----
	\$ 283,798	\$ 264,532
	=====	=====

See notes to consolidated financial statements.

GRACO INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

Twenty-Six Weeks

	June 26, 1998	June 27, 1997
	-----	-----
CASH FLOWS FROM OPERATING ACTIVITIES:		
	(In thousands)	
Net Earnings	\$ 21,712	\$ 16,599
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	7,864	7,284
Deferred income taxes	(436)	(1,715)
Change in:		
Accounts receivable	(2,063)	(8,832)
Inventories	45	(3,042)
Trade accounts payable	236	950
Retirement benefits and deferred compensation	(348)	1,286
Other accrued liabilities	(1,816)	(7,633)
Other	538	(1,055)
	-----	-----
	25,732	3,842
	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES:		
Property, plant and equipment additions	(6,492)	(12,881)
Proceeds from sale of property, plant and equipment	386	1,555
	-----	-----
	(6,106)	(11,326)
	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowing on notes payable and lines of credit	5,789	37,420
Payments on notes payable and lines of credit	(3,960)	(28,805)
Payments on long-term debt	(722)	(714)
Common stock issued	4,164	2,850
Retirement of common stock	(12)	(5,145)
Cash dividends paid	(5,649)	(4,836)
	-----	-----
	(390)	770
	-----	-----
Effect of exchange rate changes on cash	1,467	2,437
	-----	-----
Net increase (decrease) in cash and cash equivalents	20,703	(4,277)
Cash and cash equivalents:		
Beginning of year	13,523	6,535
	-----	-----
End of period	\$ 34,226	\$ 2,258
	=====	=====

See notes to consolidated financial statements.

GRACO INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

1. The consolidated balance sheet of Graco Inc. and Subsidiaries (the Company) as of June 26, 1998 and the related statements of earnings for the thirteen and twenty-six weeks ended June 26, 1998, and June 27, 1997, and cash flows for the twenty-six weeks ended June 26, 1998, and June 27, 1997, have been prepared by the Company without being audited.

In the opinion of management, these consolidated statements reflect all adjustments necessary to present fairly the financial position of Graco Inc. and Subsidiaries as of June 26, 1998, and the results of operations and cash flows for all periods presented.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted. Therefore, these statements should be read in conjunction with the financial statements and notes thereto included in the Company's 1997 Form 10-K.

The results of operations for interim periods are not necessarily indicative of results which will be realized for the full fiscal year.

2. Major components of inventories were as follows (in thousands):

	June 26, 1998	Dec 26, 1997
	-----	-----
Finished products and components	\$ 35,897	\$ 38,290
Products and components in various stages of completion	25,527	25,320
Raw materials	18,846	16,715
	-----	-----
	80,270	80,325
Reduction to LIFO cost	(36,448)	(36,383)
	-----	-----
	\$ 43,822	\$ 43,942

GRACO INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

(Continued)

3. In June 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards (SFAS) No. 131, "Disclosures about Segments of an Enterprise and Related Information", which will be effective for the Company at the end of the 1998 fiscal year. SFAS No. 131 redefines how operating segments are determined and requires disclosure of certain financial and descriptive information about a company's operating segments. The Company has not yet determined the nature of its segments, nor has it determined how adoption of SFAS No. 131 will impact its future disclosures.
4. To match North American and European fiscal years, Europe's December 1997 operating results were recorded as an adjustment to equity. Those results included sales of \$3,836,000 and net earnings of \$300,000. The results of operations for Graco Inc. for the quarter ended June 26, 1998 include Europe's operations for the months of April, May and June. Second quarter 1997 results included the months of March, April and May, 1997. The inclusion of the months of April, May, and June in the operating results for Europe in the second quarter of 1997 would have had an immaterial impact on sales, net earnings, and diluted earnings per share.
5. On July 2, 1998, the Company repurchased 5,800,000 shares of common stock, for \$190,887,000, from its largest shareholder, the Trust under the Will of Clarissa L. Gray, pursuant to an agreement executed in May, 1998. The stock repurchase was funded with cash of \$32,887,000 and \$158,000,000 from the credit facility discussed below.

On July 2, 1998 the Company entered into a five-year \$190,000,000 reducing revolving credit facility (the Revolver) with a syndicate of ten banks including the lead bank, US Bank National Association. The Company's initial borrowing of \$158,000,000 financed a portion of the stock repurchase discussed above. \$135,500,000 of the outstanding balance bears interest at the London Interbank Offered Rate ("LIBOR") plus 0.625%. The remaining \$22,500,000 balance bears interest at Prime. The Revolver requires quarterly reductions of the maximum amount of the credit line, and requires the Company to maintain certain financial covenants as to net worth, cash flow leverage and fixed charge coverage.

In conjunction with the aforementioned Revolver, the Company entered into a two-year, \$75,000,000 interest rate swap agreement on July 2, 1998 with Wachovia Bank, National Association to manage its exposure to interest rate changes.

GRACO INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

(Continued)

5. (cont.)

The pro forma net income of the Company, assuming the stock repurchase and related signing of the Revolver had occurred on December 27, 1997, would have been \$18.3 million for the six months ended June 26, 1998, including the impact of increased interest expense net of related income taxes. For the six months then ended, the pro forma basic and diluted earnings per share are \$.92 and \$.88. The pro forma condensed balance sheet of the Company as of June 26, 1998 is shown below.

	June 26, 1998 As Reported -----	June 26, 1998 Pro Forma -----
Cash	\$ 34,226	\$ 1,226
Current Assets	177,395	144,395
Total Assets	283,798	250,798
Current Liabilities	68,874	68,874
Long-term Debt	5,422	163,422
Total Liabilities	105,597	263,597
Shareholders' Equity	\$ 178,201	\$ (12,799)
Common Shares Outstanding	25,836	20,036

Item 2.

GRACO INC. AND SUBSIDIARIES
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Results of Operations

Net earnings of \$12.8 million for the quarter ended June 26, 1998 increased 23 percent over the second quarter of 1997 earnings of \$10.4 million. For the six months ended June 26, 1998, net earnings of \$21.7 million were 31 percent over 1997 earnings of \$16.6 million. The quarterly earnings improvement was driven by higher sales and improved gross margins.

The following table sets forth items from the Company's Consolidated Statements of Earnings as percentages of net sales:

	Second Quarter (13 weeks) Ended		Six Months (26 weeks) Ended	
	June 26 1998	June 27 1997	June 26 1998	June 27 1997
Net Sales	100.0%	100.0%	100.0%	100.0%
Cost of Products Sold	49.6	52.2	50.2	52.0
Product Development	4.1	4.3	4.3	4.7
Selling	18.7	21.3	20.0	22.3
General and Administrative	10.6	7.4	10.2	8.3
Operating Profit	17.0	14.8	15.4	12.7
Interest Expense	(.2)	(.2)	(.2)	(.2)
Other Income(Expense), Net	.2	(.6)	(.1)	(.1)
Earnings Before Income Taxes	17.0	14.0	15.1	12.4
Income Taxes	5.9	4.7	5.3	4.3
Net Earnings	11.1%	9.3%	9.8%	8.1%

Net Sales

Net sales in the second quarter of \$115.2 million were 3 percent higher than the same period last year. Year-to-date sales of \$220.9 million were 8 percent higher than the first six months of 1997. The improved sales level was achieved despite a negative currency impact, which reduced the sales increase by 2 percent for the quarter and 3 percent for the six month period.

Industrial/Automotive Equipment Division sales improved 4 percent to \$59.3 million for the quarter, driven by increased sales in the Americas and Europe. Sales for the six month period ended June 26, 1998 in Industrial/Automotive of \$116.7 million were 9 percent higher than 1997. Second quarter Contractor Equipment Division sales of \$44.3 million were 5 percent higher than last year due primarily strong demand in North America and Europe. Year-to-date sales in the Contractor Equipment Division were up 11 percent to \$81.6 million. Lubrication Equipment Division quarterly sales decreased 6 percent to \$11.6 million. Sales of \$22.7 million for the first six months in the Lubrication Equipment Division were down 2 percent over the same period last year.

Geographically, sales in the Americas (North, South and Central) increased 7 percent to \$81.2 million for the quarter primarily due to strong Contractor and Industrial/Automotive activity. Year-to-date sales in the Americas of \$153.1 million are up 11 percent over the same period last year. Sales in Europe for the quarter of \$24.4 million were 12 percent higher than last year (including a 4 percent decline due to exchange rates). European sales for the six months ended June 26, 1998 of \$47.8 million improved 23 percent from the same period last year (including an 6 percent decline due to exchange rates). The growth in Europe was attributable primarily to strong Industrial/Automotive and Contractor activity. Asia Pacific sales of \$9.5 million were 32 percent lower than last year's second quarter (including a 10 percent decline due to exchange rates) due primarily to the instability in the economies of Japan, Korea, and Southeast Asia.

Gross Profit

Gross profit as a percentage of net sales improved to 50.4 percent in the second quarter, compared to 47.8 percent for the same period last year. Gross profit margin for six months of 49.8 percent increased 1.8 percentage points from the 1997 rate. The increases for the quarter and six months were primarily the result of improvements in manufacturing processes, disciplined purchasing, increased sales volumes, and price increases. The strengthening of the U.S. dollar has reduced gross margins as a greater proportion of the Company's sales than costs are denominated in currencies other than the U.S. dollar.

Operating Expenses

Second quarter operating expenses of \$38.5 million increased 4 percent from the second quarter of 1997. Operating expenses of \$76.1 million for the first six months were 6% above the 1997 level. General and administrative expenses increased \$4.0 million for the quarter due primarily to information systems expenses related to the Year 2000 conversion and non-recurring charges for restructuring Graco's operations in Japan. Selling expenses were 9 percent lower than the same quarter last year. Current year headcount reductions have partially contributed to the decreased expenses. Product development costs were relatively flat in comparison to the second quarter of 1997.

Other Income (Expense)

Other income was \$.2 million in the second quarter, compared to \$.6 million of expense for the same period last year. The second quarter of 1998 included higher interest income while the second quarter of 1997 included foreign exchange losses. Other expense for the six months ended June 26, 1998 was \$.1 million, compared to \$.2 million in the same period of 1997.

Income Taxes

The quarterly and six month effective income tax rates were 34.8 percent and 34.5 percent, respectively compared to 35.0 percent for the six month period last year.

Liquidity and Capital Resources

The Company generated \$25.7 million of cash flow from operating activities in the first six months of 1998, compared to \$3.8 million for the same period last year. Significant uses of operating cash flow in 1998 included an increase in accounts receivable balances and a reduction in other accrued liabilities, most significantly advances from customers related to custom system orders which are being replaced by packaged solutions. Available cash and borrowing on lines of credit of \$5.8 million were used to fund short-term operating needs, finance capital expenditures of \$6.5 million and pay dividends of \$5.6 million. The Company had unused lines of credit available at June 26, 1998 totaling \$65.7 million. On July 2, 1998 the Company repurchased 5.8 million shares of its stock and entered into \$190,000,000 reducing revolving credit facility to fund a portion of the repurchase. See Note 5 of the Consolidated Financial Statements for further discussion. The credit facility discussed in Note 5 of the Consolidated Financial Statements and other existing credit facilities and internally-generated funds provide the Company with the financial flexibility to meet liquidity needs.

Year 2000 Information System Disclosures

The Company is continuing its program, begun in 1996, to ensure that all hardware and software will be year 2000 compliant. A dedicated project team is expected to complete the conversion of core business applications in 1998. Additional teams have initiated year 2000 compliance projects on the Company's network, operating system software, and distributed systems.

The Company has incurred costs totaling \$2 million during 1998, and estimates a total of an additional \$3 to \$6 million to be spent in the remainder of 1998 and 1999 to resolve year 2000 issues. These costs are charged to expense as incurred and include software license fees and allocation of internal staff time. Incremental costs associated with year 2000 compliance are not anticipated to result in significant increases in future operating expenses and are not expected to have a material adverse effect on the results of operations, liquidity and capital resources. Rather, existing resources are being redeployed and other projects are being delayed to accommodate year 2000 related projects.

A contingency plan is being developed in 1998 for critical business applications to mitigate potential problems or delays associated with either new system replacements or established vendor delivery dates. Additionally, the Company is working with customers and suppliers to assess the potential impact of their year 2000 compliance issues on Graco. Although all companies have risks associated with the year 2000, management believes that sufficient resources have been allocated and project plans are in place which will result in uninterrupted business activity with no material impact on operations or operating results.

Outlook

The Company is optimistic about the balance of the year with strong order levels in the Contractor and Industrial/Automotive Equipment Divisions as the third quarter begins. Backlog at June 26, 1998 stands at \$25 million, up \$4 million since the beginning of the year driven by a strong economy in North America.

The Company has undertaken a number of restructuring efforts to improve its effectiveness in the markets it serves, and increase the company's operating margins and net profits. These efforts will continue in 1998.

SAFE HARBOR CAUTIONARY STATEMENT

The information in this 10-Q contains "forward-looking statements" about the Company's expectations of the future, which are subject to certain risk factors that could cause actual results to differ materially from those expectations. These factors include economic conditions in the United States and other major world economies, currency exchange fluctuations, and additional factors identified in Exhibit 99 to the Company's Report on Form 10-K for fiscal year 1997.

PART II

Item 4. Submission of Matters to a Vote of Security Holders.

At the Annual Meeting of Shareholders held on May 4, 1998, Dale R. Olseth, Charles M. Osborne, Jerald L. Scott, and William G. VanDyke were elected to the Office of Director with the following votes:

	FOR -----	WITHHELD -----
Dale R. Olseth	24,361,361	136,171
Charles M. Osborne	24,365,691	131,841
Jerald L. Scott	24,396,545	100,987
William G. VanDyke	24,392,962	104,571

At the same meeting, the following matter was also voted upon with the votes as indicated:

The selection of Deloitte & Touche as independent auditors for the current year was approved and ratified, with the following votes:

For ---	Against -----	Abstentions -----	Broker Non-Vote -----
24,405,829	28,600	63,104	0

No other matters were voted on at the meeting.

PART II (continued)

Item 6. Exhibits and Reports on Form 8-K.

(a) Exhibits

Eighth Amendment to Credit Agreement dated May 28, 1998 between the Company and U.S. Bank National Association, formerly First Bank National Association.

Exhibit 4

Computation of Net Earnings per Common Share.

Exhibit 11

Financial Data Schedule (EDGAR filing only).

Exhibit 27

(b) Reports on Form 8-K

Stock Repurchase Agreement dated May 18, 1998 between Graco Inc. and David A. Koch, Paul M. Torgerson and U.S. Bank Trust National Association SD, as Trustees of the Trust administered pursuant to Article V of the Last Will and Testament and Codicil thereto of Clarissa L. Gray. (Incorporated by reference to Exhibit 10.1 to the Company's Report on Form 8-K dated June 5, 1998.)

Exhibit 10

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.

GRACO INC.

Date: August 3, 1998

By:/s/George Aristides
George Aristides
Chief Executive Officer

Date: August 3, 1998

By:/s/James A. Graner
James A. Graner
Vice President & Controller
("duly authorized officer")

EIGHTH AMENDMENT TO CREDIT AGREEMENT

THIS EIGHTH AMENDMENT (this "Amendment") dated as of May 28, 1998, amends and modifies that certain Credit Agreement, dated as of October 1, 1990, as amended pursuant to Amendments dated as of June 12, 1992, December 31, 1992, November 8, 1993, February 8, 1994, April 10, 1995, September 27, 1996, and May 27, 1997 (as so amended, the "Credit Agreement"), between GRACO INC., a Minnesota corporation (the "Company") and U.S. BANK NATIONAL ASSOCIATION, formerly known as First Bank National Association (the "Bank"). Terms not otherwise expressly defined herein shall have the meanings set forth in the Credit Agreement.

FOR VALUE RECEIVED, the Company and the Bank agree that the Credit Agreement is amended as follows:

ARTICLE I - AMENDMENTS TO THE CREDIT AGREEMENT

1.1 Change of Bank Name. The reference to "First Bank National Association" is hereby changed to "U.S. Bank National Association" at all places that it appears in the Loan Documents.

1.2 Defined Terms. The definition of "Maturity Date" in Section 1.01 is amended to read as follows:

"'Maturity Date': July 2, 1998"

1.3 Note. The Loans shall continue to be evidenced by the Note dated April 10, 1995 in the principal amount of \$25,000,000.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

To induce the Bank to enter into this Amendment and to make and maintain the Loans under the Credit Agreement as amended hereby, the Company hereby warrants and represents to the Bank that it is duly authorized to execute and deliver this Amendment, and to perform its obligations under the Credit Agreement as amended hereby, and that this Amendment constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

ARTICLE II - CONDITIONS PRECEDENT

This Amendment shall become effective on the date first set forth above, provided, however, that the effectiveness of this Amendment is subject to the satisfaction of each of the following conditions precedent:

2.1 Warranties. Before and after giving effect to this Amendment, the representations and warranties in Section 6 of the Credit Agreement shall be true and correct as though made on the date hereof, except for changes that are permitted by the terms of the Credit Agreement. The execution by the Company of this Amendment shall be deemed a representation that the Company has complied with the foregoing condition.

2.2 Defaults. Before and after giving effect to this Amendment, no Event of Default and no Unmatured Event of Default shall have occurred and be continuing under the Credit Agreement. The execution by the Company of this Amendment shall be deemed a representation that the Company has complied with the foregoing condition.

2.3 Documents. The Company shall have delivered this Amendment appropriately completed and duly executed by Borrower and the Bank.

ARTICLE III - GENERAL

3.1 Expenses. The Company agrees to reimburse the Bank upon demand for all reasonable expenses, including reasonable fees of attorneys (who may be employees of the Bank) and legal expenses incurred by the Bank in the preparation, negotiation and execution of this Amendment and any other document required to be furnished herewith, and in enforcing the obligations of the Company hereunder, and to pay and save the Bank harmless from all liability for, any taxes which may be payable with respect to the execution or delivery of this Amendment, which obligations of the Company shall survive any termination of the Credit Agreement.

3.2 Counterparts. This Amendment may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument.

3.3 Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such

provisions in any other jurisdiction.

3.4 Law. This Amendment shall be a contract made under the laws of the State of Minnesota, which laws shall govern all the rights and duties hereunder.

3.5 Successors; Enforceability. This Amendment shall be binding upon the Company and the Bank and their respective successors and assigns, and shall inure to the benefit of the Company and the Bank and the successors and assigns of the Bank. Except as hereby amended, the Credit Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed at Minneapolis, Minnesota by their respective officers thereunto duly authorized as of the date first written above.

GRACO INC.

By:/s/Mark W. Sheahan
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION

By: /s/Michael S. Harter
Title: Assistant Vice President

GRACO INC. AND SUBSIDIARIES

COMPUTATION OF NET EARNINGS PER COMMON SHARE

(Unaudited)

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 26, 1998	June 27, 1997	June 26, 1998	June 27, 1997
	(In thousands except per share amounts)			
Net earnings applicable to common shareholders for basic and diluted earnings per share	\$ 12,765	\$ 10,418	\$ 21,712	\$ 16,599
Weighted average shares outstanding for basic earnings per share	25,817	25,701	25,644	25,680
Dilutive effect of stock options computed using the treasury stock method and the average market price	937	507	853	563
Weighted average shares outstanding for diluted earnings per share	26,755	26,208	26,497	26,243
Basic earnings per share	\$.49	\$.41	\$.84	\$.65
Diluted earnings per share	\$.48	\$.40	\$.82	\$.64

This schedule contains summary financial information extracted from Graco Inc. and Subsidiaries consolidated statements of earnings and consolidated balance sheets for the quarterly period ending June 26, 1998 and is qualified in its entirety by reference to such financial statements.

0000042888
GRACO INC.
1,000
U.S. DOLLARS

3-MOS

DEC-25-1998
MAR-28-1998
JUN-26-1998
1
34,226
0
91,728
5,229
43,822
177,395
199,671
101,065
283,798
68,874
7,210
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0
25,833
152,368
283,798
115,153
115,153
57,066
57,066
38,522
294
173
19,565
6,800
12,765
0
0
0
12,765
0.49
0.48