UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

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

For the Fiscal Year Ended December 31, 2007

OR

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

Commission File Number 000-25032

UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC.
(Exact name of Registrant as specified in its charter)

DELAWARE **(State or other jurisdiction of incorporation or organization)**	**25-1724540** **(IRS Employer Identification No.)**
600 MAYER STREET, BRIDGEVILLE, PA 15017 **(Address of principal executive offices, including zip code)**	**(412) 257-7600** **(Registrant's telephone number, including area code)**

Securities registered pursuant to Section 12(b) of the Act: [None]

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

Title of Class
Common Stock, par value $.001 per share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definitions of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check One)

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐

(Do not check if a smaller reporting company)

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

The aggregate market value of the voting stock held by non-affiliates of the registrant on June 30, 2007, based on the closing price of $35.23 per share on that date, was $117,529,000. For the purposes of this disclosure only, the registrant has assumed that its directors, executive officers, and beneficial owners of 5% or more of the registrant's Common Stock are the affiliates of the registrant. The registrant has made no determination that such persons are "affiliates" within the meaning of Rule 405 under the Securities Act of 1933.

As of February 29, 2008, there were 6,659,499 shares of the Registrant's Common Stock issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III of this Form 10-K incorporates by reference portions of the Company's definitive Proxy Statement for the Annual Meeting of Stockholders scheduled to be held May 21, 2008.

FINANCIAL REVIEW

PART I

Item 1.	*Business*	*3*
Item 1A.	*Risk Factors*	*7*
Item 1B.	*Unresolved Staff Comments*	*8*
Item 2.	*Properties*	*8*
Item 3.	*Legal Proceedings*	*9*
Item 4.	*Submission of Matters to a Vote of Security Holders*	*9*

PART II

Item 5.	*Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*	*9*
Item 6.	*Selected Financial Data*	*11*
Item 7.	*Management's Discussion and Analysis of Financial Condition and Results of Operations*	*11*
Item 7A.	*Quantitative and Qualitative Disclosures about Market Risk*	*18*
Item 8.	*Financial Statements and Supplementary Data*	*19*
Item 9.	*Changes in and Disagreements with Accountants on Accounting and Financial Disclosure*	*36*
Item 9A.	*Controls and Procedures*	*36*
Item 9B.	*Other Information*	*36*

PART III

Item 10.	*Directors, Executive Officers and Corporate Governance*	*36*
Item 11.	*Executive Compensation*	*36*
Item 12.	*Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*	*36*
Item 13.	*Certain Relationships and Related Transactions, and Director Independence*	*37*
Item 14.	*Principal Accountant Fees and Services*	*37*

PART IV

Item 15.	*Exhibits and Financial Statement Schedules*	*37*

PART I

ITEM 1. BUSINESS

GENERAL

Universal Stainless & Alloy Products, Inc. and its wholly-owned subsidiaries (the "Company"), which was incorporated in 1994, manufactures and markets semi-finished and finished specialty steel products, including stainless steel, tool steel and certain other alloyed steels. The Company's manufacturing process involves melting, remelting, heat treating, hot and cold rolling, machining and cold drawing of semi-finished and finished specialty steels. The Company's products are sold to rerollers, forgers, service centers, original equipment manufacturers ("OEMs") and wire redrawers. The Company's customers further process its products for use in a variety of industries, including the aerospace, power generation, petrochemical and heavy equipment manufacturing industries. The Company also performs conversion services on materials supplied by customers that lack certain of the Company's production facilities or that are subject to their own capacity constraints.

The Company comprises three operating locations and one corporate headquarters. For segment reporting, the Bridgeville and Titusville facilities have been aggregated into one reportable segment, Universal Stainless & Alloy Products. Dunkirk Specialty Steel represents the second reportable segment.

The Company's products are manufactured in a wide variety of grades, widths and gauges in response to customer specifications. At its Bridgeville facility, the Company produces specialty steel products in the form of long products (ingots, blooms, billets and bars) and flat rolled products (slabs and plates). Certain grades requiring vacuum-arc remelting ("VAR") may be transported to the Titusville facility to complete that process and then be transported back to the Bridgeville facility for further processing. The semi-finished long products are primarily used by the Company's Dunkirk facility and certain customers to produce finished bar, rod and wire products, and the semi-finished flat rolled products are used by customers to produce fine-gauge plate, sheet and strip products. The finished bar products manufactured by the Company are primarily used by OEMs and by service center customers for distribution to a variety of end users. The Company also produces customized shapes primarily for OEMs that are cold rolled from purchased coiled strip, flat bar or extruded bar at its Precision Rolled Products department ("PRP"), located at its Titusville facility.

INDUSTRY OVERVIEW

The specialty steel industry is a relatively small but distinct segment of the overall steel industry. Specialty steels include stainless steels, high-speed and tool steels, electrical steels, high-temperature alloys, magnetic alloys and electronic alloys. Specialty steels are made with a high alloy content, which enables their use in environments that demand exceptional hardness, toughness, strength and resistance to heat, corrosion or abrasion, or combinations thereof. Specialty steels generally must conform to more demanding customer specifications for consistency, straightness and surface finish than carbon steels. According to the Specialty Steel Industry of North America ("SSINA"), annual domestic consumption of specialty steels approximated 3.1 million tons in 2006. Of this amount, approximately 2.3 million tons of specialty steels consumed domestically represented stainless steel sheet and strip and electrical alloy products which the Company does not produce. Also, according to SSINA data through November 30, 2007, while U.S. consumption of total specialty steel products in 2007 decreased 14% from 2006 levels, those in the Company's addressable market decreased more moderately, with consumption of stainless steel bar down 1.5%, stainless steel rod down 8.6% and stainless steel wire down 2.3%.

The Company primarily manufactures its products within the following product lines and, generally, in response to customer orders:

Stainless Steel. Stainless steel, which represents the largest part of the specialty steel market, contains elements such as nickel, chrome and molybdenum that give it the unique qualities of high strength, good wear characteristics, natural attractiveness, ease of maintenance and resistance to rust, corrosion and heat. Stainless steel is used, among other applications, in the automotive, aerospace and power generation industries, as well as in the manufacture of food handling, health and medical, chemical processing and pollution control equipment. The increased number of applications for stainless steel has resulted in the development of a greater variety of stainless steel metallurgical grades than carbon steel.

Tool Steel. Tool steels contain elements of manganese, silicon, chrome and molybdenum to produce specific hardness characteristics that enable tool steels to form, cut, shape and shear other materials in the manufacturing process. Heating and cooling at precise rates in the heat-treating process bring out these hardness characteristics. Tool steels are utilized in the manufacturing of metals, plastics, paper and aluminum extrusions, pharmaceuticals, electronics and optics.

High-Temperature Alloy Steel. These steels are designed to meet critical requirements of heat resistance and structural integrity. They generally have very high nickel content relative to other types of specialty steels. High-temperature alloy steels are manufactured for use generally in the aerospace industry.

High-Strength Low Alloy Steel. High-strength low alloy steel is a relative term that refers to those steels that maintain alloying elements that range in versatility. The alloy element of nickel, chrome and molybdenum in such steels typically exceeds the alloy element of carbon steels but not that of high-temperature alloy steel. High-strength low alloy steels are manufactured for use generally in the aerospace industry.

Net sales by principal product line were as follows:

For the years ended December 31, (dollars in thousands)	2007	2006	2005
Stainless steel	**$164,228**	$151,633	$135,588
Tool steel	**28,119**	23,389	20,737
High-strength low alloy steel	**25,892**	16,467	6,606
High-temperature alloy steel	**9,317**	9,837	3,694
Conversion service	**2,011**	2,137	3,030
Other	**369**	410	367
Total net sales	**$229,936**	$203,873	$170,022

RAW MATERIALS

The Company's Bridgeville facility depends on the delivery of key raw materials for its day-to-day operations. These key raw materials are ferrous and non-ferrous scrap metal and alloys, primarily consisting of nickel, chrome, molybdenum and copper. Scrap metal is primarily generated by industrial sources and is purchased through a number of scrap brokers and dealers. Alloys are generally purchased from domestic agents and originate in Australia, Canada, China, Russia and South Africa. Political disruptions in countries such as these could cause supply interruptions and affect the availability and price of the raw materials purchased by the Company.

The Bridgeville facility supplies semi-finished specialty steel products as starting materials to the Company's Titusville and Dunkirk facilities. Semi-finished specialty steel starting materials, not capable of being produced by the Company at a competitive cost, are purchased from other suppliers. The Company generally purchases these starting materials from steel strip coil suppliers, extruders, flat rolled producers and service centers. The Company believes that adequate supplies of starting material will continue to be available.

The cost of raw materials represents more than 50% of the Company's total cost of products sold in 2007 and 2006 due to significant increases in transaction prices for raw materials purchased. Raw material prices vary based on numerous factors, including quality, and are subject to frequent market fluctuations. Future raw material prices can not be predicted with any degree of certainty. Therefore, the Company does not maintain any long-term written agreements with any of its raw material suppliers.

The Company has implemented a sales price surcharge mechanism on its products to help offset the impact of raw material price fluctuations. For substantially all semi-finished products, the surcharge is calculated at the time of order entry, based on average raw material prices reported for the previous 20-day period. For substantially all finished products, the surcharge is calculated based on average raw material prices reported for the previous 20-day period from the promised ship date. While the material surcharge mechanism is designed to offset modest fluctuations in raw material prices, it can not immediately absorb significant spikes in raw material prices. A material change in raw material prices within a short period of time could have a material adverse effect on the financial results of the Company, and there can be no assurance that the raw material surcharge mechanism will completely offset immediate changes in the Company's raw material costs.

ENERGY AGREEMENTS

The production of specialty steel requires the ready availability of substantial amounts of electricity and natural gas for which the Company negotiates competitive agreements for the supply of electricity and natural gas. While the Company believes that its energy agreements allow it to compete effectively within the specialty steel industry, the potential of curtailments exists as a result of decreased supplies during periods of increased demand for electricity and natural gas. These interruptions not only can adversely affect the operating performance of the Company, but also can lead to increased costs. In 2005, the Company implemented a sales price surcharge mechanism on its products to help offset the impact of natural gas price fluctuations.

CUSTOMERS

The Company's customer base increased from 504 customers at December 31, 2006 to 515 customers at December 31, 2007. The Company's five largest customers in the aggregate accounted for approximately 49% and 43% of net sales for the years ended December 31, 2007 and 2006, respectively. Sales to Fry Steel, Carpenter Technology Corporation ("CRS") and Reliance Steel & Aluminum accounted for 13.8%, 13.2% and 10.5% of the Company's net sales for the year ended December 31, 2007, respectively, and accounted for 10.4%, 12.5% and 10.5% of the Company's net sales for the year ended December 31, 2006, respectively. The accounts receivable balances from these customers comprised approximately 21% and 23% of total accounts receivable at December 31, 2007 and 2006, respectively. No other customer accounted for more than 10% of the Company's net sales for the years ended December 31, 2007 and 2006.

The Company maintains a supply contract agreement with Talley Metals Technology, Inc., a subsidiary of CRS (“Talley Metals”), which continues to automatically renew with the placement of new orders each month and requires a 90-day written notice to terminate by either party. Talley Metals is required under the agreement to purchase a minimum of 1,000 tons of stainless reroll billet products each calendar month and average at least 1,250 tons per month during the last 12-month period. The value of the contract on a monthly basis will depend on product mix and key raw material prices. During 2006 and 2007, Talley Metals did not comply with the monthly minimum purchase requirement due to market conditions. The Company has granted a waiver and expects to continue granting a waiver from this requirement until market conditions improve.

BACKLOG

The Company primarily manufactures products to meet specific customer orders. The Company’s backlog of orders on hand as of December 31, 2007 was approximately $85 million as compared to approximately $120 million at the same time in 2006. The decrease in the backlog is primarily due to the impact of lower raw materials costs on the selling prices for semi-finished products and reduced product demand from the service center industry, allowing them to consume excess inventory during the second half of 2007. Customer orders are generally subject to cancellation with the payment of a penalty charge prior to delivery. The Company’s backlog may not be indicative of actual sales and therefore should not be used as a direct measure of future revenue.

COMPETITION

Competition in the Company’s markets is based upon product quality, delivery capability, customer service and price. Maintaining high standards of product quality, while responding quickly to customer needs and keeping production costs at competitive levels, is essential to the Company’s ability to compete in its markets.

Annual domestic U.S. consumption of specialty steel products of the type manufactured by the Company approximates one million tons. The Company chooses to restrict its participation in this market by limiting the volume of commodity stainless steel products it markets because of the highly competitive nature of the commodity business.

The Company believes that nine domestic companies that manufacture one or more similar specialty steel products are significant competitors, including Allegheny Technologies Incorporated (“ATI”) and CRS. There are many smaller producing companies and material converters in the United States that are also considered to be competitors of the Company.

High import penetration of specialty steel products, especially stainless and tool steels, also impacts the competitive nature within the United States. Unfair pricing practices by foreign producers have resulted in high import penetration into the U.S. markets in which the Company participates. According to SSINA, import penetration for the years ended December 31, 2006 and 2005 was 52% and 53%, respectively, for stainless bar, and 44% and 63%, respectively, for stainless rod. Import penetration was higher than these levels during the first eleven months of 2007, with stainless bar at 54% and stainless rod 49% import penetration.

The Continued Dumping and Subsidy Offset Act of 2000 (the “CDSOA”) provides for payment of import duties collected by the U.S. Treasury to domestic companies injured by unfair foreign trade practices. The assets purchased for the operations of Dunkirk Specialty Steel were previously owned and operated by AL Tech Specialty Steel, Inc. and Empire Specialty Steel, Inc. During their ownership, both organizations participated in several anti-dumping lawsuits with other domestic specialty steel producers. The Company has joined other domestic producers in the filing of trade actions against foreign producers.

In December 2006, the Company received a net payment of $463,000 as its 2006 award, and, in November 2007, the Company received a net payment of $586,000 as its 2007 award. Benefits awarded from the CDSOA expired on September 30, 2007. Future benefits are dependent on the amount of undistributed import duties collected as of September 30, 2007 and the relationship of Dunkirk Specialty Steel’s claim in relation to claims filed by other domestic specialty steel producers.

EMPLOYEE RELATIONS

The Company considers the maintenance of good relations with its employees to be important to the successful conduct of its business. The Company has profit-sharing plans for certain salaried employees and for all of its employees represented by United Steelworkers (the “USW”) and has equity ownership programs for all of its eligible employees, in an effort to forge an alliance between its employees’ interests and those of the Company’s stockholders. At December 31, 2007, the Company had 308 employees at its Bridgeville facility, 49 employees at its Titusville facility and 176 employees at its Dunkirk facility, of which 246, 42 and 151 were USW members, respectively.

Table of Contents

Collective Bargaining Agreements

The Company recognizes the USW as the exclusive representative for the Company's hourly employees with respect to the terms and conditions of their employment. The Company has entered into the following collective bargaining agreements:

Facility	Commencement Date	Expiration Date
Bridgeville	December 2002	August 2008
Titusville	October 2005	September 2010
Dunkirk	November 2007	October 2012

The Company believes a critical component of its collective bargaining agreements is the inclusion of a profit sharing plan. Under the plans, the hourly employees are entitled to receive 8.5% of their respective facilities' annual pretax profits in excess of $1.0 million at Bridgeville and Dunkirk, and in excess of $500,000 at Titusville.

Employee Benefit Plans

The Company provides group life and health insurance plans for its hourly and salaried employees. The Company also maintains separate 401(k) retirement plans for its hourly and salaried employees. Pursuant to each 401(k) plan, participants may elect to make pre-tax and after-tax contributions, subject to certain limitations imposed under the Internal Revenue Code of 1986, as amended. In addition, the Company makes periodic contributions to the 401(k) plans based on service, except as described below.

The Company also participates in the Steelworkers Pension Trust (the "Trust"), a multi-employer defined-benefit pension plan that is open to all hourly and salaried employees associated with the Bridgeville facility. The Company makes periodic contributions to the Trust based on hours worked at a fixed rate for each hourly employee and a fixed monthly contribution on behalf of each salaried employee. The hourly employees may continue their contributions to the 401(k) retirement plan even if the Company contributions cease. The amount of the contribution for salaried employees will be dependent upon their contribution to the 401(k) retirement plan.

Employee Stock Purchase Plan

Under the 1996 Employee Stock Purchase Plan, as amended (the "Plan"), the Company is authorized to issue up to 150,000 shares of Common Stock to its full-time employees, nearly all of whom are eligible to participate. Under the terms of the Plan, employees can choose as of January 1 and July 1 of each year to have up to 10% of their total earnings withheld to purchase up to 100 shares of the Company's Common Stock each six-month period. The purchase price of the stock is 85% of the lower of its beginning-of-the-period or end-of-the-period market prices. At December 31, 2007, the Company had issued 96,312 shares of Common Stock since the plan's inception.

Safety

The Company has established and seeks to maintain appropriate safety standards and policies for its employees. To encourage plant safety, the USW agreements provide that employees will be entitled to receive 50% of the savings, if any, of reduced workers' compensation insurance premiums obtained due to reductions in the state experience modifier issued to the Company.

ENVIRONMENTAL

The Company is subject to federal, state and local environmental laws and regulations (collectively, "Environmental Laws"), including those governing discharges of pollutants into the air and water, and the generation, handling and disposal of hazardous and non-hazardous substances. The Company monitors its compliance with Environmental Laws applicable to it and, accordingly, believes that it is currently in compliance with all laws and regulations in all material respects. The Company is subject periodically to environmental compliance reviews by various regulatory offices. The Company may be liable for the remediation of contamination associated with generation, handling and disposal activities. Environmental costs could be incurred, which may be significant, related to environmental compliance, at any time or from time to time in the future.

EXECUTIVE OFFICERS

The following table sets forth, as of February 29, 2008, certain information with respect to the executive officers of the Company:

NAME (AGE)	EXECUTIVE OFFICER SINCE	POSITION
Dennis M. Oates (55)	2008	President and Chief Executive Officer
Paul McGrath (56)	1996	Vice President of Administration, General Counsel and Secretary
Richard M. Ubinger (48)	1994	Vice President of Finance, Chief Financial Officer and Treasurer

On December 26, 2007, the Company announced the appointment of Dennis M. Oates as President and Chief Executive Officer of the Company effective January 2, 2008. Mr. Oates was named to the Company's Board of Directors on October 19, 2007. Mr. Oates previously served as Senior Vice President of the Specialty Alloys Operations of Carpenter Technology Corporation from 2003 to July 2007. Mr. Oates also served as President and Chief Executive Officer of TW Metals from 1998 to 2003.

Paul A. McGrath has been Vice President of Administration of the Company since January 2007, General Counsel since January 1995 and was appointed Secretary in May 1996. Mr. McGrath served as Vice President of Operations from March 2001 to December 2006. Prior thereto, he was employed by Westinghouse Electric Corporation for approximately 24 years in various management positions.

Richard M. Ubinger has been Vice President of Finance of the Company since March 2001, Chief Financial Officer and Principal Accounting Officer since August 1994 and was appointed Assistant Secretary in November 1995 and Treasurer in May 1996. From 1981 to 1994, Mr. Ubinger was employed by Price Waterhouse LLP. Mr. Ubinger is a Certified Public Accountant.

PATENTS AND TRADEMARKS

The Company does not consider its business to be materially dependent on patent or trademark protection, and believes it owns or maintains effective licenses covering all the intellectual property used in its business. The Company seeks to protect its proprietary information by use of confidentiality and non-competition agreements with certain employees.

AVAILABLE INFORMATION

Copies of the Company's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports, as well as proxy and information statements that we file with the Securities and Exchange Commission (the "SEC"), are available free of charge on the Company's website at www.univstainless.com as soon as reasonably practicable after such reports are filed with the SEC. The contents of our website are not part of this Form 10-K. You also may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site at www.sec.gov that contains reports, proxy and information statements and other information regarding issuers, like the Company, that file electronically with the SEC.

ITEM 1A. RISK FACTORS

The Company's business and results of operations are subject to a wide range of substantial business and economic factors including, but not limited to, the factors discussed below, many of which are not within the Company's control. See the information under the heading "Forward-Looking Information Safe Harbor" in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of this Annual Report on Form 10-K.

SIGNIFICANT CUSTOMERS AND CONCENTRATED CUSTOMER BASE

Net sales to the Company's three largest customers and their affiliates approximated 38% and 34% of total 2007 and 2006 sales, respectively. The accounts receivable balances from these three customers comprised approximately 21% and 23% of total accounts receivable at December 31, 2007 and 2006, respectively. An adverse change in, or termination of, the Company's relationship with one or more of its major customers or one or more of its market segments could have a material adverse effect upon the Company. See the information under the heading "Customers" in Item 1, Business, of this Annual Report on Form 10-K.

COMPETITION

The Company competes with domestic and foreign sources of specialty steel products. In addition, many of the finished products sold by the Company's customers are in direct competition with finished products manufactured by foreign sources, which may affect the demand for those customers' products. Any competitive factors that adversely affect the market for finished products manufactured by the Company or its customers could indirectly adversely affect the demand for the Company's semi-finished products. Additionally, the Company's products compete with products fashioned from alternative materials such as aluminum, composites and plastics, the production of which includes domestic and foreign enterprises. Competition in the Company's field is intense and is expected to continue to be so in the foreseeable future. There can be no assurance that the Company will be able to compete successfully in the future. See the information under the heading "Competition" in Item 1, Business, of this Annual Report on Form 10-K.

AEROSPACE MARKET

Approximately 45% of the Company's sales represent products sold to customers in the aerospace market. The aerospace market is historically cyclical due to both external and internal market factors. These factors include general economic conditions, airline profitability, demand for air travel, age of fleets, varying fuel and labor costs, price competition, and international and domestic political conditions such as military conflict and the threat of terrorism. The length and degree of cyclical fluctuation can be influenced by any one or a combination of these factors and therefore are difficult to predict with certainty. A downturn in the aerospace industry would adversely affect the demand for products and/or the prices at which the Company is able to sell its products, and its results of operations, business and financial condition could be materially adversely affected.

Table of Contents

SUPPLY OF RAW MATERIALS AND COST OF RAW MATERIALS

The Company relies on a limited number of suppliers, some of which are foreign owned, for its raw material needs. Raw material prices are affected by cyclical, seasonal and other market factors. Alloys consumed by the Company are primarily available from foreign sources, some of which are located in countries that may be subject to unstable political and economic conditions. Those conditions might disrupt supplies or affect the prices of the raw materials used by the Company. The Company does not maintain long-term supply agreements with any of its independent suppliers. If its supply of raw materials were interrupted, the Company might not be able to obtain sufficient quantities of raw materials, or obtain sufficient quantities of such materials at satisfactory prices, which, in either case, could adversely affect the Company's results of operations. In addition, significant volatility in the price of the Company's principal raw materials could adversely affect the Company's financial results. See the information under the headings "Raw Materials" in Item 1, Business, and "Liquidity and Capital Resources" in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of this Annual Report on Form 10-K.

RELIANCE ON ENERGY AGREEMENTS

The manufacturing of specialty steels is an energy-intensive industry. While the Company believes that its energy agreements allow it to compete effectively within the specialty steel industry, the Company is subjected to curtailments as a result of decreased supplies and increased demand for electricity and natural gas. These interruptions not only can adversely affect the operating performance of the Company, but also can lead to increased costs for energy. See the information under the heading "Energy Agreements" in Item 1, Business, of this Annual Report on Form 10-K.

LABOR MATTERS

The Company has 439 employees out of a total of 533 who are covered under collective bargaining agreements. The collective bargaining agreement for the 246 Bridgeville facility employees will expire in August 2008. There can be no assurance that the Company will succeed in concluding a collective bargaining agreement with the union to replace the one that expires.

RELIANCE ON CRITICAL MANUFACTURING EQUIPMENT

The Company's manufacturing processes are dependent upon certain critical pieces of specialty steel making equipment, such as the Company's 50-ton electric-arc furnace and AOD (Argon Oxygen Decarburization) vessel, its ESR (Electro Slag Remelt) and VAR furnaces, and its universal rolling mill. In the event a critical piece of equipment should become inoperative as a result of unexpected equipment failure, there can be no assurance that the Company's operations would not be substantially curtailed, which may have a negative effect on the Company's financial results. See Item 2, Properties.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

The Company owns its Bridgeville facility, which consists of approximately 600,000 square feet of floor space and the Company's executive offices on approximately 74 acres. The Bridgeville facility contains melting, remelting, conditioning, rolling, annealing and various other processing equipment. Substantially all products shipped from the Bridgeville facility are processed through its melt shop and universal rolling mill operations.

The Company owns its Titusville facility, which consists of seven buildings on approximately 10 acres, including two principal buildings of approximately 265,000 square feet in total area. The Titusville facility contains five VAR furnaces and various rolling and finishing equipment.

The Company owns its Dunkirk facility, which consists of approximately 800,000 square feet of floor space on approximately 81 acres. The Dunkirk facility processes semi-finished billet and bar stock through one or more of its four rolling mills. The products are then finished and shipped as finished bar, rod and wire products.

Specialty steel production is a capital-intensive industry. The Company believes that its facilities and equipment are suitable for its present needs. The Company believes, however, that it will continue to require capital from time to time to add new equipment and to repair or replace existing equipment to remain competitive and to enable it to manufacture quality products and provide delivery and other support service assurances to its customers.

Table of Contents

ITEM 3. LEGAL PROCEEDINGS

On June 29, 2001, suit was filed against the Company in the Court of Common Pleas of Allegheny County, Pennsylvania by Teledyne Technologies Incorporated (“Teledyne”). The suit alleged that steel product manufactured by the Company was defective and that the Company was or should have been aware of the defects.

On May 31, 2007, the Company and Teledyne agreed to a complete settlement of this suit. Under the terms of the settlement, which contains a confidentiality provision, both parties released all claims against the other party in exchange for cash and other consideration. The net impact of this settlement, including professional fees, on the Company’s net income after tax was $517,000.

In addition, from time to time, various lawsuits and claims have been or may be asserted against the Company relating to the conduct of its business, including routine litigation relating to commercial and employment matters. The outcome of any litigation can not be predicted with certainty, and some lawsuits may be determined adversely to the Company. Management does not believe, based on information presently available, that the ultimate outcome of any pending matters is likely to have a material adverse effect on the Company’s financial condition or liquidity, although the resolution in any quarter of one or more matters may have a material adverse effect on results of operations for that period.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of security holders during the fourth quarter of 2007.

PART II

ITEM 5. MARKET FOR THE REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

At December 31, 2007, a total of 6,930,294 shares of the Company’s Common Stock, par value $.001 per share, were issued and held by approximately 147 holders of record. There were 270,795 shares of the issued Common Stock of the Company held in treasury at December 31, 2007.

Certain holders of Common Stock and the Company are party to a stockholder agreement. That agreement maintains in effect certain registration rights granted to non-management stockholders, which provides to them two demand registration rights exercisable at any time upon written request for the registration of Restricted Shares of Common Stock having an aggregate net offering price of at least $5,000,000.

PRICE RANGE OF COMMON STOCK

The Common Stock is listed on the NASDAQ Global Market under the symbol “USAP.” The following table sets forth the range of high and low sale prices per share of Common Stock, for the periods indicated below:

	2007		2006	
	High	**Low**	**High**	**Low**
First quarter	**$51.80**	**$31.79**	$26.25	$14.94
Second quarter	**$54.17**	**$34.98**	$37.05	$22.52
Third quarter	**$42.66**	**$28.48**	$30.47	$21.62
Fourth quarter	**$41.71**	**$29.88**	$37.90	$21.56

EQUITY COMPENSATION PLAN INFORMATION

Securities authorized for issuance under equity compensation plans at December 31, 2007 are as follows:

Plan Category	Number of shares to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of shares remaining available for future issuance under equity compensation plans A
Equity compensation plans approved by security holders	403,650	$ 18.14	447,356

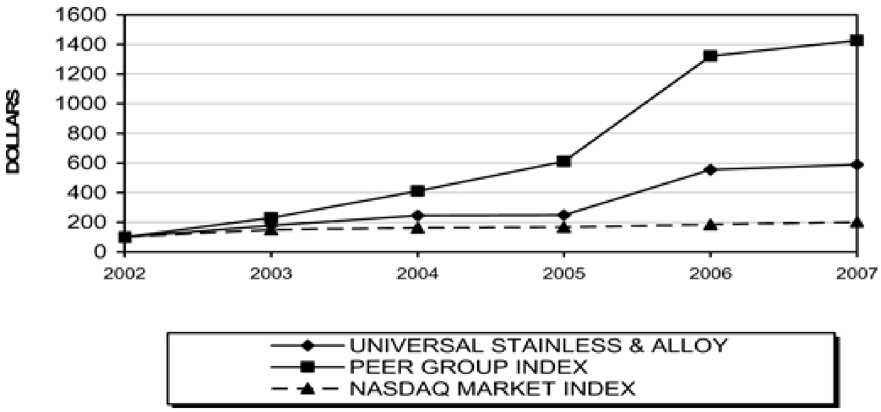
A Includes 393,668 shares of Common Stock on stock options not issued under the Stock Incentive Plan and 53,688 available under the 1996 Employee Stock Purchase Plan, as amended.

PERFORMANCE GRAPH

The performance graph below compares the cumulative total shareholder return on the Company’s stock with the cumulative total return on the equity securities of NASDAQ Market Index and a peer group selected by the Company consisting of public companies ATI and CRS. The graph assumes an investment of $100 on December 31, 2002 and reinvestment of dividends, if any, on the date of dividend payment. The performance graph represents past performance and should not be considered to be an indication of future performance.

Table of Contents

COMPARISON OF 5-YEAR CUMULATIVE TOTAL RETURN AMONG UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC., NASDAQ MARKET INDEX AND PEER GROUP INDEX



	FISCAL YEAR ENDING					
COMPANY/PEER/MARKET	**12/31/2002**	**12/31/2003**	**12/31/2004**	**12/31/2005**	**12/30/2006**	**12/29/2007**
Universal Stainless & Alloy Products, Inc.	$100.00	$178.51	$245.49	$247.93	$ 553.39	$ 587.93
Company Selected Peer Group	100.00	229.61	410.78	610.62	1,321.29	1,426.42
NASDAQ Market Index	100.00	150.36	163.00	166.58	183.68	201.91

PREFERRED STOCK

The Company's Certificate of Incorporation provides that the Company may, by vote of its Board of Directors, issue up to 1,980,000 shares of Preferred Stock. The Preferred Stock may have rights, preferences, privileges and restrictions thereon, including dividend rights, dividend rates, conversion rights, voting rights, terms of redemption, redemption prices, liquidation preferences and the number of shares constituting any series or designation of such series, without further vote or action by the stockholders. The issuance of Preferred Stock may have the effect of delaying, deferring or preventing a change in control of the Company without further action by the stockholders and may adversely affect the voting and other rights of the holders of Common Stock. The issuance of Preferred Stock with voting and conversion rights may adversely affect the voting power of the holders of Common Stock, including the loss of voting control to others.

The Company has no outstanding Preferred Stock and has no plans to issue any of the authorized Preferred Stock.

DIVIDENDS

The Company has never paid a cash dividend on its Common Stock. The Company's Credit Agreement with PNC Bank, National Association ("PNC Bank") currently limits the payment of cash dividends payable on its Common Stock to 50% of the Company's excess cash flow per fiscal year. Excess cash flow represents the amount of the Company's earnings before interest, taxes, depreciation and amortization that is greater than the sum of the Company's payments for interest, income taxes, the principal portion of long-term debt and capital lease obligations, and capital expenditures.

Table of Contents

ITEM 6. SELECTED FINANCIAL DATA

For the years ended December 31,	2007	2006	2005	2004	2003
(dollars in thousands, except per share amounts)					
SUMMARY OF OPERATIONS					
Net sales	**$229,936**	$203,873	$170,022	$120,642	$68,989
Operating income (loss)	**33,407**	32,359	20,145	10,955	(2,394)
Net income (loss)	**22,504**	20,590	12,758	7,553	(1,425)
FINANCIAL POSITION AT YEAR-END					
Cash and cash equivalents	**$ 10,648**	$ 2,909	$ 620	$ 241	$ 4,735
Total assets	**164,296**	155,287	129,239	108,536	84,935
Long-term debt	**1,453**	17,228	17,317	12,190	5,599
Stockholders' equity	**129,602**	104,654	81,134	67,365	59,442
COMMON SHARE DATA					
Basic earnings (loss) per share	**$ 3.39**	$ 3.19	$ 2.00	$ 1.20	$ (0.23)
Diluted earnings (loss) per share	**3.32**	3.11	1.97	1.18	(0.23)

The restatement of maintenance expenses for the four years ended December 31, 2006 changed previously reported financial data by the following amounts:

	Increase (Decrease) in Previously Reported Amounts			
	2006	2005	2004	2003
(dollars in thousands, except per share amounts)				
Change in cost of products sold	$ 40	$ 484	$ (686)	$ 12
Change in net income	(24)	(298)	421	(8)
Change in earnings per common share:				
Basic	$ (0.01)	$ (0.05)	$ 0.07	$ (0.00)
Diluted	$ (0.01)	$ (0.05)	$ 0.06	$ (0.00)

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

Universal Stainless & Alloy Products, Inc., headquartered in Bridgeville, Pa., manufactures and markets a broad line of semi-finished and finished specialty steels, including stainless steel, tool steel and certain other alloyed steels. The Company's products are sold to rerollers, forgers, service centers, OEMs and wire redrawers.

An analysis of the Company's operations is as follows:

	2007		2006		2005	
For the years ended December 31,	Amount	%	Amount	%	Amount	%
(dollars in thousands)						
NET SALES						
Stainless steel	**$164,228**	**71.4 %**	$151,633	74.4 %	$135,588	79.7 %
Tool steel	**28,119**	**12.2**	23,389	11.5	20,737	12.2
High-strength low alloy steel	**25,892**	**11.3**	16,467	8.1	6,606	3.9
High-temperature alloy steel	**9,317**	**4.0**	9,837	4.8	3,694	2.2
Conversion services	**2,011**	**0.9**	2,137	1.0	3,030	1.8
Other	**369**	**0.2**	410	0.2	367	0.2
Total net sales	**229,936**	**100.0**	203,873	100.0	170,022	100.0
Total cost of products sold	**184,491**	**80.3**	160,722	78.8	141,436	83.2
Selling and administrative expenses	**12,038**	**5.2**	10,792	5.3	8,441	5.0
Operating income	**$ 33,407**	**14.5 %**	$ 32,359	15.9 %	$ 20,145	11.8 %

Table of Contents

Net sales by market segment are as follows:

For the years ended December 31, (dollars in thousands)	2007 Amount	2007 %	2006 Amount	2006 %	2005 Amount	2005 %
Service centers	**$119,736**	**52.1 %**	$101,510	49.8 %	$ 73,213	43.1 %
Forgers	**47,711**	**20.7**	38,539	18.9	29,914	17.6
Rerollers	**35,006**	**15.2**	33,273	16.3	39,254	23.1
Original equipment manufacturers	**18,287**	**8.0**	18,368	9.0	13,992	8.2
Wire redrawers	**6,843**	**3.0**	9,660	4.8	10,263	6.0
Conversion services	**2,011**	**0.9**	2,137	1.0	3,030	1.8
Miscellaneous	**342**	**0.1**	386	0.2	356	0.2
Net sales	**$229,936**	**100.0 %**	$203,873	100.0 %	$170,022	100.0 %
Tons shipped	**43,644**		50,485		51,233	

2007 Results as Compared to 2006: The increase in net sales in 2007 reflects increased selling prices, primarily a result from the impact of higher raw material surcharges assessed and an increase in higher value-added products, partially offset by lower shipments overall. Raw material surcharges continued to escalate during 2007, led by an increase in the monthly average nickel prices from $15.68 in December 2006 to a high of $23.67 in May 2007. Since May 2007 the monthly average nickel prices declined to $11.79 in December 2007. This decrease will reduce raw material surcharges assessed on future shipments if the average nickel price remains at lower levels.

Cost of products sold, as a percentage of net sales, increased in 2007 as compared to 2006. This increase is primarily due to higher raw material costs, which are generally reimbursed by the customer through raw material surcharges, and operation cost increases.

Selling and administrative expenses increased primarily due to higher employment costs and the settlement of a lawsuit between the Company and Teledyne Technologies Incorporated (“Teledyne”). The higher employments costs were primarily due to the addition of a corporate officer in 2007 and an increase in stock compensation expense from $273,000 in 2006 to $427,000 in 2007. This increase was partially offset by a $367,000 expense related to a software project the Company terminated, the establishment of a $193,000 reserve for an EPA violation which was settled in 2007 and $200,000 for certain commercial product-claim issues during 2006.

Interest expense and other financing costs decreased from $1.1 million in 2006 to $731,000 in 2007. The decrease is primarily due to a decline in the average balance of the revolving line of credit over the prior year, as well as recognizing lower interest expense associated with the funding of scheduled payments on the existing term debt of the Company. In December 2007, the Company retired the $7.5 million outstanding balance on its PNC Term Loan which was not scheduled to mature until June 30, 2011.

Other income, net increased from $522,000 in 2006 to $776,000 in 2007. This increase is primarily attributed to the receipt of funds under the Continued Dumping and Subsidy Offset Act of 2000 (“CDSOA”) of $586,000 in 2007 in comparison to $463,000 in 2006. In addition, the Company recognized $178,000 of interest income from excess cash invested during the second half of 2007.

The effective income tax rates for the years ended December 31, 2007 and 2006 were 32.7% and 35.2%, respectively. The reduction in the effective income tax rate in 2007 reflects an increase in the Company’s permanent tax deductions, related to an increase in the manufacturer’s production activities deduction and the recognition of additional permanent tax deductions as a result of reconciling its 2006 federal and state tax returns filed during the period to the tax provision recognized for the year ended December 31, 2006. The 2007 rate also reflects a favorable shift in the apportionment of taxable income for state income tax purposes.

2006 Results as Compared to 2005: The increase in net sales in 2006 reflects increased shipments of higher value-added products, primarily those that require vacuum-arc or electro-slag remelted steels, as well as higher surcharges assessed due to increased raw material costs. A substantial percentage of the net sales increase was derived from shipments of product to serve the increased demands of the aerospace market. Raw material costs, especially nickel, increased significantly during 2006 as a result of an increase in the global demand for stainless steel and supply volatility.

Cost of products sold, as a percent of net sales, decreased in 2006 as compared to 2005. This decrease is primarily due to the Company’s shift in product mix as well as the impact of rising raw material costs throughout 2006. The duration of the production cycle permitted the Company’s Dunkirk Specialty Steel facility to assess surcharges based on raw material costs that were higher than those costs incurred at the time the raw materials were purchased.

Selling and administrative expenses increased primarily due to higher employment costs resulting from continued growth of the business, and included $273,000 related to the January 1, 2006 adoption of Statement of Financial Accounting Standards No. 123 (revised 2004), “Share-Based Payment” (“SFAS 123R”), using the modified prospective method. Compensation related to stock-based compensation plans was not previously recognized as expense under the former accounting guidance, Accounting Principles Board Opinion 25, "Accounting for Stock Issued to Employees." Unrecognized stock-based compensation expense related to non-vested stock awards totaled $570,000 at December 31, 2006. At such date, the weighted-average period over which this unrecognized expense was expected to be recognized was 25 months.

The Company also expensed $367,000 related to a software project the Company terminated during the year and $413,000 related to fees paid for outside consultants to assist the Company in evaluating its current system of internal accounting controls for purposes of future compliance with Section 404 of the Sarbanes-Oxley Act of 2002. In addition, the Company established a reserve of $193,000 for the probable settlement of an EPA violation and $200,000 for certain commercial product-claim issues that were more than offset by a $104,000 write-off of software development costs, the $184,000 write-off of an office building at the Dunkirk Specialty Steel facility and the receipt of an additional property tax invoice from AK Steel related to the Bridgeville facility that required the Company to record an additional expense of $174,000 in 2005.

Interest expense and other financing costs increased from $851,000 in 2005 to $1.1 million in 2006. The increase was primarily due to the Company funding the increase in working capital to support higher raw material costs with a revolving line of credit and higher interest rates. This increase was partially offset by lower interest expense associated with existing term debt as the Company continued to fund its scheduled payments.

Other income, net increased from $437,000 in 2005 to $522,000 in 2006. The increase was primarily due to the receipt of $463,000, net of expenses, under the CDSOA in 2006 in comparison to $414,000 received in 2005.

The 2006 effective income tax rate was 35.2% compared to a 35.4% tax rate in 2005. The change in the effective income tax rate is primarily attributable to a favorable shift of apportioned income for state income tax purposes as well as the impact of recognizing a $180,000 tax credit in Pennsylvania as a result of participating in the state's Educational Improvement Tax Credit in 2006.

BUSINESS SEGMENT RESULTS

The Company comprises three operating locations and one corporate headquarters. For segment reporting, the Bridgeville and Titusville facilities have been aggregated into one reportable segment, Universal Stainless & Alloy Products, because of the management reporting structure in place. The Universal Stainless & Alloy Products manufacturing process involves melting, remelting, treating and hot and cold rolling of semi-finished and finished specialty steels. Dunkirk Specialty Steel's manufacturing process involves hot rolling and finishing specialty steel bar, rod and wire products.

UNIVERSAL STAINLESS & ALLOY PRODUCTS SEGMENT

An analysis of the segment's operations is as follows:

	2007		**2006**		**2005**	
For the years ended December 31,	**Amount**	**%**	**Amount**	**%**	**Amount**	**%**
(dollars in thousands)						
NET SALES						
Stainless steel	**$108,535**	**53.6 %**	$102,372	57.1 %	$ 90,530	59.1 %
Tool steel	**25,638**	**12.7**	21,747	12.1	20,047	13.1
High-strength low alloy steel	**12,764**	**6.3**	8,177	4.6	3,199	2.1
High-temperature alloy steel	**4,067**	**2.0**	3,787	2.1	3,254	2.1
Conversion service	**1,405**	**0.7**	1,530	0.9	2,534	1.6
Other	**295**	**0.1**	325	0.2	295	0.2
	152,704	**75.4**	137,938	77.0	119,859	78.2
Intersegment	**49,858**	**24.6**	41,232	23.0	33,399	21.8
Total net sales	**202,562**	**100.0**	179,170	100.0	153,258	100.0
Material cost of sales	**106,456**	**52.6**	85,298	47.6	75,568	49.3
Operation cost of sales	**67,286**	**33.2**	66,806	37.3	57,393	37.4
Selling and administrative expenses	**8,345**	**4.1**	7,392	4.1	5,791	3.8
Operating income	**$ 20,475**	**10.1 %**	$ 19,674	11.0 %	$ 14,506	9.5 %

Net sales for the year ended December 31, 2007 increased by $23.4 million, or 13.1%, in comparison to the year ended December 31, 2006 primarily due to raw material surcharge increases, which offset increased material cost of sales of $21.2 million for the period. The remaining increase is primarily due to increased shipments of higher value-added niche products partially offset by lower shipments overall. Operating income for the year ended December 31, 2007 increased by $801,000 primarily due to improved mix of products shipped and higher selling prices, partially offset by higher raw material, labor, utilities and other manufacturing supply costs.

Net sales for the year ended December 31, 2006 increased $25.9 million, or 17%, in comparison to the year ended December 31, 2005 primarily due to increased shipments of higher value-added products to the forger, service center and OEM markets, offset by decreased shipments to the reroller market and a reduction in conversion services rendered, as well as the impact of price increases implemented since January 1, 2005 and higher surcharges assessed due to increased raw material costs. Operating income for the year ended December 31, 2006 increased $5.2 million primarily due to the impact of the favorable product mix, higher surcharges assessed and base price increases implemented, more than offsetting higher raw material, labor, energy and other manufacturing costs.

DUNKIRK SPECIALTY STEEL SEGMENT

An analysis of the segment's operations is as follows:

For the years ended December 31,	2007		2006		2005	
(dollars in thousands)	Amount	%	Amount	%	Amount	%
NET SALES						
Stainless steel	**$55,693**	**68.2 %**	$49,261	70.1 %	$45,058	85.0 %
High-strength low alloy steel	**13,128**	**16.1**	8,290	11.8	3,407	6.4
High-temperature alloy steel	**5,250**	**6.4**	6,050	8.6	440	0.8
Tool steel	**2,481**	**3.0**	1,642	2.3	690	1.3
Conversion services	**606**	**0.7**	607	0.9	496	1.0
Other	**74**	**0.1**	85	0.1	72	0.1
	77,232	**94.5**	65,935	93.8	50,163	94.6
Intersegment	**4,493**	**5.5**	4,320	6.2	2,848	5.4
Total net sales	**81,725**	**100.0**	70,255	100.0	53,011	100.0
Material cost of sales	**47,905**	**58.6**	38,705	55.1	29,496	55.6
Operation cost of sales	**17,404**	**21.3**	16,678	23.8	14,117	26.7
Selling and administrative expense	**3,693**	**4.5**	3,400	4.8	2,650	5.0
Operating income	**$12,723**	**15.6 %**	$11,472	16.3 %	$ 6,748	12.7 %

Net sales for the year ended December 31, 2007 for this segment increased by $11.5 million, or 16.3%, in comparison to the year ended December 31, 2006 primarily due to raw material surcharge increases, which more than offset increased material cost of sales of $9.2 and lower shipments for the period. Operating income increased by $1.3 million primarily due to the impact from rising nickel prices, partially offset by higher labor, utility and other manufacturing supply costs. For this segment, raw material surcharges are primarily assessed at the time of shipment while the material cost of those shipments is determined at the time of order entry. Based upon the timing of surcharges, the Company estimates Dunkirk generated an operating income benefit of $3.9 million and $1.5 million for the years ended December 31, 2007 and 2006, respectively.

Net sales for the year ended December 31, 2006 increased $17.2 million, or 33%, in comparison to the year ended December 31, 2005 primarily due to increased shipments of higher value-added products requiring vacuum-arc remelting, as well as the impact of price increases implemented since January 1, 2005 and higher surcharges assessed due to increased raw material costs. Operating income for the year ended December 31, 2006 increased $4.8 million primarily due to the impact of the favorable product mix, higher surcharges assessed and base price increases implemented, more than offsetting higher raw material, labor, energy and other manufacturing costs.

LIQUIDITY AND CAPITAL RESOURCES

The Company generated cash from operations of $33.6 million, $6.3 million and $3.3 million in the years ended December 31, 2007, 2006 and 2005, respectively. Cash received from sales of $235.9 million, $198.7 million and $167.2 million for the years ended December 31, 2007, 2006 and 2005, respectively, represent the primary source of cash from operations. An analysis of the primary uses of cash is as follows:

For the years ended December 31,	2007		2006		2005	
(dollars in thousands)	Amount	%	Amount	%	Amount	%
Raw material purchases	**$100,504**	**49.7 %**	$ 92,117	47.9 %	$ 88,772	54.1 %
Employment costs	**36,103**	**17.8**	36,094	18.8	30,931	18.9
Utilities	**18,657**	**9.2**	18,528	9.6	17,812	10.9
Other	**47,057**	**23.3**	45,700	23.7	26,419	16.1
Total uses of cash	**$202,321**	**100.0 %**	$192,439	100.0 %	$163,934	100.0 %

Cash used for raw material purchases increased in 2007 in comparison to 2006 and 2005 primarily due to higher transaction prices. The Company continuously monitors market price fluctuations of its key raw materials. The following table reflects the average market values per pound for key raw materials for selected months during the last three-year period.

	December 2007	June 2007	December 2006	June 2006	December 2005	June 2005
Nickel	**$ 11.79**	**$18.92**	$ 15.68	$ 9.41	$ 6.09	$ 7.33
Chrome	**$ 1.66**	**$ 1.27**	$ 0.64	$ 0.64	$ 0.51	$ 0.73
Molybdenum	**$ 32.54**	**$32.65**	$ 24.87	$25.28	$ 27.11	$37.47
Carbon Scrap	**$ 0.14**	**$ 0.13**	$ 0.10	$ 0.15	$ 0.12	$ 0.07

The monthly average price of nickel increased from $9.41 in June 2006 to $15.68 in December 2006 to a high of $23.67 in May 2007. The significant rise is believed to be due to increased demand from foreign (primarily China) and domestic sources coupled with supply volatility which caused raw material market values to rise significantly between June 2006 and May 2007. The sharp increase had a material negative impact on the operating margins of the Universal Stainless & Alloy Product Segment and a material positive impact on the operating margins of the Dunkirk Specialty Steel Segment. The monthly average nickel prices declined from its record level in May 2007 to $12.54 in August 2007 and to $11.79 in December 2007. The sharp decline resulted from decreased demand for nickel while supplies continued to increase during the second half of 2007. The sharp decline also had a material negative impact on the operating margins of both business segments through the recognition of increased Lower-of-Cost-or-Market inventory reserves. The reserve increased from 2.3% of the consolidated inventory balance at December 31, 2006 to 3.3% at December 31, 2007. While the material surcharge mechanism is designed to offset modest fluctuations in raw material prices, it can not immediately absorb significant spikes in raw material prices. A material decline in raw material prices within a short period of time could have a material adverse effect on the financial results of the Company, and there can be no assurance that the raw material surcharge mechanism will completely offset immediate changes in the Company's raw material costs.

Increases in both employment and utility costs are primarily due to higher rates substantially offset by lower production volumes. The increased employment costs primarily relate to increased payouts under the Company's profit-sharing plans and higher employee-related insurance costs. Increased utility costs are primarily related to an electrical distribution rate increase at the Bridgeville facility that became effective January 6, 2007.

The increase in other uses of cash between 2006 and 2007 is primarily attributable to the payments made to settle the Teledyne lawsuit and EPA violation as well as incurring increased maintenance expenses. The increase between 2005 and 2006 is primarily attributable to increased income tax payments as well as purchases of operating supplies and services to support higher production volumes. Payments for federal and state income taxes, net of refunds received, increased from $6.7 million in 2005 to $11.8 million and $11.3 million in 2006 and 2007, respectively.

At December 31, 2007, working capital approximated $85.9 million, as compared to $80.4 million at December 31, 2006. The increase is attributable to a $7.7 million increase in the cash balance primarily resulting from a $5.8 million decrease in accounts receivable and a $784,000 decrease in inventory, net of non-debt current liabilities. These decreases are primarily attributable to lower shipment and production volumes experienced during the last three-month period of 2007 in comparison to the similar period in 2006.

Capital Expenditures and Investments. The Company's capital expenditures were approximately $8.8 million and $7.7 million in 2007 and 2006, respectively. The 2007 expenditures were primarily made to upgrade the Bridgeville melt shop cranes, purchase and install a new high-temperature annealing furnace in Dunkirk scheduled for completion in 2008, purchase additional testing equipment to meet more stringent specifications for higher value-added products, as well as infrastructure improvements. Most of the 2006 expenditures were used to purchase additional equipment in response to increased demand, including a plate flattener, milling machines and a seventh VAR furnace installed at the Bridgeville facility. Capital expenditures are expected to approximate $10.0 million in 2008, based on current market conditions. The expenditures will be used principally for the purchase of new equipment and infrastructure improvements, and will be funded from operating cash flows. Commitments of additional capital expenditures may occur if market conditions continue to improve.

Capital Resources Including Off-Balance Sheet Arrangements. The Company does not maintain off-balance sheet arrangements nor does it participate in non-exchange traded contracts requiring fair value accounting treatment or material related-party transaction arrangements.

PNC Credit Agreement. The Company is party to a credit agreement with PNC Bank (the "PNC Credit Agreement"), which establishes a $15.0 million revolving credit facility ("PNC Line") with a term expiring on June 30, 2009. This credit agreement also provided for a $10.0 million term loan ("PNC Term Loan") scheduled to mature on June 30, 2011. The $7.5 million outstanding principal balance under the PNC Term Loan was retired in December 2007 using excess cash flows from operations generated during the second half of the year. The PNC Line is collateralized by substantially all of the Company's assets.

Interest on borrowings under the PNC Line is based on short-term market rates, which may be further adjusted, based upon the Company maintaining certain financial ratios. The Company pays a commitment fee on the unused portion of the PNC Line of 0.25%, provided it maintains certain financial ratios.

At December 31, 2007, the Company had its $15.0 million revolving line of credit with PNC Bank available for borrowings. The Company is in compliance with all financial ratios and restrictive covenants it is required to maintain under the credit agreement as of December 31, 2007. The Company believes it will maintain compliance with the financial covenants in effect throughout 2008.

Government Financing Programs. The Company maintains two loan agreements with the Commonwealth of Pennsylvania's Department of Commerce, aggregating $600,000. A $200,000 15-year loan bears interest at 5% per annum with the term ending in 2011, and a $400,000 20-year loan bears interest at 6% per annum with the term ending in 2016. In 1996, the Company entered into a ten-year, 6% interest-bearing loan with the Redevelopment Authority of Allegheny County Economic Development Fund in the amount of $1,514,000, and was fully amortized in 2007. In 2002, Dunkirk Specialty Steel issued two ten-year, 5% interest-bearing notes payable to the New York Job Development Authority for the combined amount of $3.0 million. As of December 31, 2007, the total principal balance of these government-financed debt instruments is $1.8 million.

Stock-Based Financing Activity. The Company issued 90,751 and 152,760 shares of its Common Stock for the years ended December 31, 2007 and 2006, respectively, through its two stock-based compensation plans. In 2007, certain employees, officers and members of the Company's Board of Directors exercised 84,750 stock options issued under the Stock Incentive Plan for $898,000 plus related tax benefits of $958,000. In 2006, certain employees, officers and members of the Company's Board of Directors exercised 144,125 stock options issued under the Stock Incentive Plan for $1,444,000 plus related tax benefits of $1,073,000. The remaining shares were issued to employees participating in the Employee Stock Purchase Plan.

On October 19, 1998, the Company initiated a stock repurchase program to repurchase up to 315,000 shares of its outstanding Common Stock in open market transactions at market prices. The Company repurchased 326 shares in 2007, 412 shares in 2006 and 157 shares in 2005. The Company is authorized to repurchase 44,205 remaining shares of Common Stock under this program as of December 31, 2007.

Short- and Long-Term Liquidity. The Company expects to meet substantially all of its short-term liquidity requirements resulting from operations and current capital investment plans with internally generated funds and borrowings under the PNC Credit Agreement. At December 31, 2007, the Company had $10.6 million in cash and $15.0 million available under the PNC Line. In addition, the ratio of current assets to current liabilities at December 31, 2007 was 4.7:1 compared with 4.2:1 at December 31, 2006, and the debt to total capitalization ratio was 1.4% compared with 15.8%, respectively.

The Company's long-term liquidity depends upon its ability to obtain additional orders from its existing customers, attract new customers and control costs. Additional sources of financing may be required to fund growth initiatives identified by the Company.

Contractual Obligations. At December 31, 2007, the Company had the following contractual obligations:

		Payments Due by Period			
(dollars in thousands)	Total	Less than 1 Year	1–3 Years	3–5 Years	More than 5 Years
Long-term debt	$ 2,072	$ 468	$ 936	$ 593	$ 75
Operating lease obligations	38	29	9	—	—
Purchase obligations	10,255	10,255	—	—	—
Total contractual obligations	$12,365	$ 10,752	$ 945	$ 593	$ 75

Long-term debt does not include any outstanding balance on the PNC Line, currently due to expire on June 30, 2009, since there was no outstanding balance on December 31, 2007. Purchase obligations include the value of all open purchase orders with established quantities and purchase prices as well as minimum purchase commitments.

Supply Contract. The Company maintains a supply contract agreement with Talley Metals that continues to automatically renew with the placement of new orders each month and requires a 90-day written notice to terminate by either party. In addition, Talley Metals is required under the agreement to purchase a minimum of 1,000 tons of stainless reroll billet products each calendar month and average at least 1,250 tons per month during the last 12-month period. The value of the contract on a monthly basis will depend on product mix and key raw material prices. During 2006 and 2007, Talley Metals did not comply with the monthly minimum purchase requirement due to market conditions. The Company has granted a waiver and expects to continue granting a waiver from this requirement until market conditions improve.

Import Protections. The CDSOA provides for payment of import duties collected by the U.S. Treasury Department to domestic companies injured by unfair foreign trade practices. The assets purchased by Dunkirk Specialty Steel were previously owned and operated by AL Tech Specialty Steel, Inc. and Empire Specialty Steel, Inc. During their ownership, both organizations participated in several anti-dumping lawsuits with other domestic specialty steel producers. In accordance with the CDSOA, the Company filed claims to receive their appropriate share of the import duties collected and received a net payment of $586,000 in 2007. The Company expects to benefit somewhat from the CDSOA after its scheduled expiration on September 30, 2007. The amount of future benefit is dependent on the amount of import duties collected through the expiration date and the relationship of Dunkirk Specialty Steel's claim in relation to claims filed by other domestic specialty steel producers

EFFECTS OF INFLATION

Despite modest inflation in recent years, rising costs, in particular the cost of certain raw materials and energy, continue to affect operations. The Company strives to mitigate the effects of inflation through cost containment, productivity improvements, sales price increases and surcharges.

CONTINGENT ITEMS

Product Claims. The Company is subject to various claims and legal actions that arise in the normal course of conducting business. At December 31, 2007, the Company has established a reserve of $200,000 for commercial product-claims related to three sales by Dunkirk Specialty Steel.

Environmental Matters. The Company, as well as other steel companies, is subject to demanding environmental standards imposed by federal, state and local environmental laws and regulations. The Company is not aware of any environmental condition that currently exists at any of its facilities that would cause a material adverse effect on the financial condition of the Company.

Legal Matters. On June 29, 2001, suit was filed against the Company in the Court of Common Pleas of Allegheny County, Pennsylvania by Teledyne. The suit alleged that steel product manufactured by the Company was defective and that the Company was or should have been aware of the defects. Teledyne alleged that the steel supplied by the Company caused certain crankshafts sold by Teledyne to be defective.

On May 31, 2007, the Company and Teledyne agreed to a complete settlement of this suit. Under the terms of the settlement, which contains a confidentiality provision, both parties released all claims against the other party in exchange for cash and other consideration. The net impact of this settlement, including professional fees, on the Company's net income after tax was $517,000.

CRITICAL ACCOUNTING POLICIES AND NEW ACCOUNTING PRONOUNCEMENTS

Critical Accounting Policies. Revenue recognition is the most critical accounting policy of the Company. Revenue from the sale of products is recognized when both risk of loss and title have transferred to the customer, which in most cases coincides with shipment of the related products, and collection is reasonably assured. The Company manufactures specialty steel product to customer purchase order specifications and in recognition of requirements for product acceptance. Material certification forms are executed, indicating compliance with the customer purchase orders, before the specialty steel products are packed and shipped to the customer. Occasionally customers request that the packed products be held at the Company's facility beyond the stated shipment date. In these situations, the Company receives written confirmation of the request, and acknowledgement that title has passed to the customer and that normal payment terms apply. Such amounts included in revenue for the years ended December 31, 2007, 2006 and 2005 were less than 1% of net sales.

Revenue from conversion services is recognized when the performance of the service is complete. Invoiced shipping and handling costs are also accounted for as revenue. Customer claims are accounted for primarily as a reduction to gross sales after the matter has been researched and an acceptable resolution has been reached.

In addition, management constantly monitors the ability to collect its unpaid sales invoices and the valuation of its inventory. The allowance for doubtful accounts includes specific reserves for the value of outstanding invoices issued to customers currently operating under the protection of the federal bankruptcy law and other amounts that are deemed potentially not collectible with a reserve equal to 15% of 90-day or older balances. However, the total reserve will not be less than 1% of total accounts receivable.

The cost of inventory is principally determined by the first in, first-out (FIFO) method for material costs as well as the average cost method for operation costs. An inventory reserve is provided for material on hand for which management believes cost exceeds fair market value and for material on hand for more than one year not assigned to a specific customer order.

The monthly average price of nickel increased from $9.41 in June 2006 to $15.68 in December 2006 to a high of $23.67 in May 2007. Since May 2007, the monthly average nickel prices declined to $12.54 in August 2007 and to $11.79 in December 2007. The sharp decline resulted from decreased demand for nickel while supplies continued to increase during the second half of 2007. This event also had a material negative impact on the operating margins of both business segments through the recognition of higher Lower-of-Cost-or-Market inventory reserves. The reserve increased from 2.3% of the consolidated inventory balance at December 31, 2006 to 3.3% at December 31, 2007.

Long-lived assets are reviewed for impairment annually by each operating facility. An impairment write-down will be recognized whenever events or changes in circumstances indicate that the carrying value may not be recoverable through estimated future undiscounted cash flows. Based on management's assessment of the carrying values of such long-lived assets, no impairment reserve had been deemed necessary as of December 31, 2007 and 2006. Attempts to sell the Dunkirk office building since February 2002 have not been successful, and the Company had no prospective buyers. The change in circumstances caused the Company's management to write off the $184,000 carrying value of the Dunkirk office building during first quarter 2006. Retirements and disposals are removed from cost and accumulated depreciation accounts, with the gain or loss reflected in operating income.

In addition, management assesses the need to record a valuation allowance to reduce deferred tax assets to the amount that is more likely than not to be realized. The Company believes it will generate sufficient income in addition to taxable income generated from the reversal of its temporary differences to utilize the deferred tax assets recorded at December 31, 2007.

New Accounting Pronouncements. See information under the heading "Note 1: Significant Accounting Policies" within "Notes to Consolidated Financial Statements" in Item 8, Financial Statements and Supplementary Data, in this Annual Report on Form 10-K for details of recently issued accounting pronouncements and their expected impact on the Company's financial statements.

FUTURE OUTLOOK

The Company entered 2008 with a total backlog of approximately $85 million, which is down from the $120 million backlog at the beginning of 2007. The decline is primarily due to the impact of lower raw materials costs on the selling prices for semi-finished product orders and a reduction in orders placed by forging and service center customers, resulting from an excess supply of inventory in the supply chain at December 31, 2007. End-market demand remains strong and the company expects orders for its products will improve throughout the year as customer inventory is consumed.

FORWARD-LOOKING INFORMATION SAFE HARBOR

The Management's Discussion and Analysis and other sections of this Annual Report on Form 10-K contain forward-looking statements that reflect the Company's current views with respect to future events and financial performance. Statements looking forward in time, including statements regarding future growth, cost savings, expanded production capacity, broader product lines, greater capacity to meet customer quality reliability, price and delivery needs, enhanced competitive posture, effect of new accounting pronouncements and no material financial impact from litigation or contingencies are included in this Annual Report on Form 10-K pursuant to the "safe harbor" provision of the Private Securities Litigation Reform Act of 1995.

The Company's actual results will be affected by a wide range of factors, including those items described in Item 1A, Risk Factors. Many of these factors are not within the Company's control and involve known and unknown risks and uncertainties that may cause the Company's actual results in future periods to be materially different from any future performance suggested herein. Any unfavorable change in the foregoing or other factors could have a material adverse effect on the Company's business, financial condition and results of operations. Further, the Company operates in an industry sector where securities values may be volatile and may be influenced by economic and other factors beyond the Company's control.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company does not use derivative financial instruments to reduce its financial risk. The Company's customers and suppliers absorb fluctuations in foreign currency exchange rates. In addition, the Company maintains some long-term, fixed cost supply agreements for its major purchase requirements. Prices for the Company's raw materials and natural gas requirements are subject to frequent market fluctuations, and profit margins may decline in the event market values increase. Selling price increases and surcharges are implemented to offset raw material and natural gas market price increases.

The cost of raw materials represents more than 50% of the Company's total cost of products sold in 2007 and 2006 due to significant increases in transaction prices for raw materials purchased. Raw material prices vary based on numerous factors, including quality, and are subject to frequent market fluctuations. Future raw material prices can not be predicted with any degree of certainty. Therefore, the Company does not maintain any long-term written agreements with any of its raw material suppliers.

The Company has implemented a sales price surcharge mechanism on its products to help offset the impact of raw material price fluctuations. For substantially all semi-finished products, the surcharge is calculated at the time of order entry, based on average raw material prices reported for the previous 20-day period. For substantially all finished products, the surcharge is calculated based on average raw material prices reported for the previous 20-day period from the promised ship date. While the material surcharge mechanism is designed to offset modest fluctuations in raw material prices, it can not immediately absorb significant spikes in raw material prices. A material change in raw material prices within a short period of time could have a material adverse effect on the financial results of the Company and there can be no assurance that the raw material surcharge mechanism will completely offset immediate changes in the Company's raw material costs.

The Company currently is not exposed to market risk from changes in interest rates related to its long-term debt. At December 31, 2007, all of the Company's $1.8 million of total long-term debt has fixed interest rates.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) under the Securities Exchange Act of 1934). Our internal control over financial reporting is designed to provide reasonable assurance to management and the board of directors regarding the preparation and fair presentation of published financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2007. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control — Integrated Framework*. Based on our assessment, we believe that, as of December 31, 2007, our internal control over financial reporting is effective based on those criteria.

The effectiveness of internal control over financial reporting as of December 31, 2007 has been audited by Schneider Downs & Co. Inc., an independent registered public accounting firm which also audited our consolidated financial statements. Schneider Downs' attestation report on the consolidated financial statements and management's maintenance of effective internal control over financial reporting is included under the heading "Report of Independent Registered Public Accounting Firm."

/s/ Dennis M. Oates
Dennis M. Oates
President and Chief Executive Officer

/s/ Richard M. Ubinger
Richard M. Ubinger
Vice President of Finance, Chief Financial Officer and Treasurer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Universal Stainless & Alloy Products, Inc.

We have audited the accompanying consolidated balance sheets of Universal Stainless & Alloy Products, Inc. and subsidiaries (the Company) as of December 31, 2007 and 2006, and the related consolidated statements of operations and cash flows for each of the three years in the period ended December 31, 2007. In addition, our audit included the financial statement schedule listed in the index at Item 15 (2) (Schedule II). We also have audited the Company's internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on these consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2007 and 2006, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2007, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

/s/ Schneider Downs & Co., Inc.

Schneider Downs & Co., Inc.
Pittsburgh, Pennsylvania
March 6, 2008

Performance Graph

The following performance graph compares the cumulative total shareholder return on our common shares from December 31, 2002 until December 31, 2007, with the cumulative total return of (a) the NASDAQ Composite Index and (b) the Standard & Poor's Homebuilders Select Industry Index. The performance graph assumes the investment, on December 31, 2002, of $100 in our common shares, the NASDAQ Composite Index, and the Standard & Poor's Homebuilders Select Industry Index, and that all dividends were reinvested.

Table of Contents

CONSOLIDATED STATEMENTS OF OPERATIONS

For the years ended December 31, (dollars in thousands, except per share information)	2007	2006	2005
Net sales	**$ 229,936**	$ 203,873	$ 170,022
Cost of products sold	**184,491**	160,722	141,436
Selling and administrative expenses	**12,038**	10,792	8,441
Operating income	**33,407**	32,359	20,145
Interest expense and other financing costs	**(731)**	(1,106)	(851)
Other income, net	**776**	522	437
Income before income tax expense	**33,452**	31,775	19,731
Provision for income taxes	**10,948**	11,185	6,973
Net income	**$ 22,504**	$ 20,590	$ 12,758
EARNINGS PER COMMON SHARE			
Basic	**$ 3.39**	$ 3.19	$ 2.00
Diluted	**$ 3.32**	$ 3.11	$ 1.97
WEIGHTED-AVERAGE COMMON SHARES USED TO COMPUTE EARNINGS PER SHARE			
Basic	**6,644,374**	6,451,037	6,375,257
Diluted	**6,774,924**	6,612,530	6,479,114

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

Table of Contents

CONSOLIDATED BALANCE SHEETS

December 31, (dollars in thousands)	2007	2006
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	**$ 10,648**	$ 2,909
Accounts receivable (less allowance for doubtful accounts of $311 and $338)	**27,501**	33,308
Inventory	**65,572**	66,019
Other current assets	**5,537**	3,216
Total current assets	**109,258**	105,452
Property, plant and equipment, net	**54,271**	49,251
Other assets	**767**	584
Total assets	**$164,296**	$155,287
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Trade accounts payable	**$ 13,983**	$ 13,123
Outstanding checks in excess of bank balance	**2,064**	3,427
Accrued employment costs	**5,307**	4,121
Current portion of long-term debt	**383**	2,364
Other current liabilities	**1,600**	1,968
Total current liabilities	**23,337**	25,003
Long-term debt	**1,453**	17,228
Deferred taxes	**9,904**	8,402
Total liabilities	**34,694**	50,633
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY		
Senior Preferred Stock, par value $0.001 per share; 1,980,000 shares authorized; 0 shares outstanding	**—**	—
Common Stock, par value $0.001 per share; 10,000,000 shares authorized; 6,930,294 and 6,839,543 shares issued	**7**	7
Additional paid-in capital	**35,112**	32,654
Retained earnings	**96,142**	73,638
Treasury Stock at cost; 270,795 and 270,469 common shares held	**(1,659)**	(1,645)
Total stockholders' equity	**129,602**	104,654
Total liabilities and stockholders' equity	**$164,296**	$155,287

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

Table of Contents

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the years ended December 31, *(dollars in thousands, except per share information)*	2007	2006	2005
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	**$ 22,504**	$ 20,590	$ 12,758
Adjustments to reconcile to net cash and cash equivalents provided by operating activities:			
Depreciation and amortization	**3,731**	3,337	3,085
Loss on retirement of fixed assets	**40**	911	705
Deferred taxes increase (decrease)	**253**	(1,852)	(276)
Stock-based compensation expense	**427**	273	—
Tax benefit from exercise of stock options	**—**	—	207
Excess tax benefits from share-based payment arrangements	**(958)**	(1,073)	—
Changes in assets and liabilities:			
Accounts receivable	**5,807**	(5,345)	(3,401)
Inventory	**447**	(14,621)	(13,080)
Accounts payable	**860**	544	913
Accrued employment costs	**1,186**	1,163	1,128
Other, net	**(674)**	2,374	1,292
Net cash provided by operating activities	**33,623**	6,301	3,331
CASH FLOWS FROM INVESTING ACTIVITIES			
Acquisition of assets and real property through purchase agreements	**—**	—	(344)
Capital expenditures	**(8,782)**	(7,716)	(8,464)
Net cash used in investing activities	**(8,782)**	(7,716)	(8,808)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from long-term debt	**—**	—	8,050
Long-term debt repayment	**(9,364)**	(1,555)	(894)
(Repayment) borrowings under revolving line of credit, net	**(8,392)**	2,275	(2,518)
(Decrease) increase in outstanding checks in excess of bank balance	**(1,363)**	326	463
Deferred financing costs	**—**	—	(48)
Proceeds from issuance of Common Stock	**1,059**	1,585	803
Excess tax benefits from share-based payment arrangements	**958**	1,073	—
Net cash (used in) provided by financing activities	**(17,102)**	3,704	5,856
Net increase in cash and cash equivalents	**7,739**	2,289	379
Cash and cash equivalents at beginning of period	**2,909**	620	241
Cash and cash equivalents at end of period	**$ 10,648**	$ 2,909	$ 620
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION			
Interest paid (net of amount capitalized)	**$ 793**	$ 1,085	$ 779
Income taxes paid	**$ 11,268**	$ 11,779	$ 6,693

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1: Significant Accounting Policies

Description of the Company. Universal Stainless & Alloy Products, Inc. (the "Company") manufactures and markets semi-finished and finished specialty steel products, including stainless steel, tool steel and certain other alloyed steels. The Company's manufacturing process involves melting, remelting, treating, and hot and cold rolling of semi-finished and finished specialty steels. The Company's products are sold to rerollers, forgers, service centers, original equipment manufacturers ("OEMs"), which primarily include the power generation and aerospace industries, and wire redrawers. The Company also performs conversion services on materials supplied by customers that lack certain of the Company's production facilities or that are subject to their own capacity constraints.

Use of Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements. The estimates and assumptions used in these consolidated financial statements are based on known information available as of the balance sheet date. Actual results could differ from those estimates.

Basis of Consolidation. The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation. The Company has no interests in any unconsolidated entity nor does it have any off-balance sheet financing arrangements other than operating leases.

Cash and Cash Equivalents. Cash equivalents are stated at cost plus accrued interest, which approximates market value, and include cash and securities having a maturity of three months or less at the time of purchase.

Concentration of Credit Risk. Financial instruments that potentially subject the Company to concentrations of credit risk are cash and cash equivalents and accounts receivable. The Company limits its credit risk associated with cash and cash equivalents by placing its investments in high-grade short-term instruments. With respect to accounts receivable, the Company limits its credit risk by performing ongoing credit evaluations and, when deemed necessary, requiring letters of credit, guarantees or cash collateral. The allowance for doubtful accounts includes specific reserves for the value of outstanding invoices issued to customers currently operating under the protection of the federal bankruptcy law and other amounts that are deemed potentially not collectible with a reserve equal to 15% of 90-day or older balances. However, the total reserve will not be less than 1% of total accounts receivable. Receivables are charged-off to the allowance when they are deemed to be uncollectible. Bad debt expense for fiscal years 2007, 2006 and 2005 was $(29,000), 77,000 and $125,000, respectively.

Inventories. Inventories are stated at the lower of cost or market with cost principally determined by the first-in, first-out (FIFO) method. The average cost method is also utilized. Such costs include the acquisition cost for raw materials and supplies, direct labor and applied manufacturing overhead within the guidelines of normal plant capacity. Provisions are made for slow-moving inventory based upon management's expected method of disposition.

The Company purchases scrap metal and alloy additives, principally nickel, chrome and molybdenum, for its melting operation. A substantial portion of the alloy additives is available only from foreign sources, some of which are located in countries that may be subject to unstable political and economic conditions. Those conditions might disrupt supplies or affect the prices of the raw materials used by the Company. The Company maintains sales price surcharges to help offset the impact of raw material price fluctuations.

Included in inventory are operating materials consisting of production molds and rolls that will normally be consumed within one year.

Property, Plant and Equipment. Property, plant and equipment is recorded at cost. Costs incurred in connection with the construction or major rebuild of facilities, including interest directly related to the project, are capitalized as construction in progress. No depreciation is recognized on these assets until placed in service. Retirements and disposals are removed from cost and accumulated depreciation accounts, with the gain or loss reflected in operating income. Maintenance and repairs are charged to expense as incurred, and costs of improvements and renewals are capitalized.

In September 2006, the Financial Accounting Standards Board ("FASB") issued FASB Staff Position entitled "Accounting for Planned Major Maintenance Activities" ("FSP"). The FSP amends an American Institute of Certified Public Accountants Industry Audit Guide and is applicable to all industries that accrue for planned major maintenance activities. The FSP prohibits the use of the accrue-in-advance method of accounting for planned major maintenance costs, which is the policy the Company presently uses to record planned plant outage costs on an interim basis within a fiscal year. The FSP became effective January 1, 2007, with retrospective application to all prior periods presented. Under the FSP, the Company will report results using the deferral method whereby material major equipment maintenance costs are capitalized as incurred and amortized into expense over the subsequent six-month period, while other maintenance costs are expensed as incurred. The restatement of maintenance expenses for the years ended December 31, 2006 and 2005 changed previously reported financial data by the following amounts:

	Increase (Decrease) in Previously Reported Amounts	
	2006	2005
(dollars in thousands, except per share amounts)		
Change in cost of products sold	**$ 40**	**$ 484**
Change in net income	**(24)**	**(298)**
Change in earnings per common share:		
Basic	**$ (0.01)**	**$ (0.05)**
Diluted	**$ (0.01)**	**$ (0.05)**

Maintenance expense for the fiscal year 2007, 2006 and 2005 was $13,857,000, $12,060,000 and $12,412,000, respectively.

Depreciation and amortization are computed using the straight-line method based on the estimated useful lives of the related assets. The estimated useful lives of buildings and land improvements are between 5 and 25 years, and the estimated useful lives of machinery and equipment are between 5 and 20 years. Direct costs incurred in the development and implementation of internal-use software are capitalized and recorded within property, plant and equipment, and amortized on a straight-line basis over its anticipated useful life, which generally does not exceed three years. Depreciation and amortization expense for fiscal year 2007, 2006 and 2005 was $3,722,000, $3,315,000 and $3,058,000, respectively.

Long-Lived Asset Impairment. Long-lived assets, including property, plant and equipment, are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable in relation to the operating performance and future undiscounted cash flows of the underlying assets. Adjustments are made if the sum of expected future cash flows is less than book value. Based on management's assessment of the carrying values of such long-lived assets, no impairment reserve had been deemed necessary as of December 31, 2007 and 2006 except for the reserve attributed to the $184,000 carrying value of the Dunkirk office building which management has not sold since its acquisition in February 2002.

Revenue Recognition. Revenue from the sale of products is recognized when both risk of loss and title have transferred to the customer, which in most cases coincides with shipment of the related products, and collection is reasonably assured. Revenue from conversion services is recognized when the performance of the service is complete. Invoiced shipping and handling costs are also accounted for as revenue. Customer claims are accounted for primarily as a reduction to gross sales after the matter has been researched and an acceptable resolution has been reached.

Revenue is also recognized in certain situations in which products available for shipment are held at the Company's facility beyond the stated shipment date at the customer's specific request. The Company manufactures specialty steel product to customer purchase order specifications and in recognition of requirements for product acceptance. Material certification forms are executed, indicating compliance with the customer purchase orders, before the specialty steel products are packed and shipped to the customer. Occasionally customers request that the packed products be held at the Company's facility beyond the stated shipment date. In these situations, the Company receives written confirmation of the request, and acknowledgement that title has passed to the customer and that normal payment terms apply. Such amounts included in revenue for the years ended December 31, 2007, 2006 and 2005 were less than 1% of net sales.

Income Taxes. Deferred income taxes are provided for unused tax credits earned and the tax effect of temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. The Company uses the liability method to account for income taxes, which requires deferred taxes to be recorded at the statutory rate expected to be in effect when the taxes are paid. Valuation allowances are provided for a deferred tax asset when it is more likely than not that such asset will not be realized.

In June 2006, the FASB issued Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("FIN 48"). FIN 48 prescribes recognition and measurement standards for a tax position taken or expected to be taken in a tax return. The evaluation of a tax position includes a determination of whether a tax position should be recognized in the financial statements, and such a position should only be recognized if the Company determines that it is more-likely-than-not that the tax position will be sustained upon examination by the tax authorities, based upon the technical merits of the position. For those tax positions that should be recognized, the measurement of a tax position is determined as being the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. FIN 48 was effective at the beginning of the Company's 2007 fiscal year. Upon adoption of FIN 48, the Company made an accounting policy election to classify interest and penalties on estimated liabilities for uncertain tax positions as components of the provision for income taxes. The Company believes there are no known uncertain tax positions at December 31, 2007.

Stock-Based Compensation Plans. Prior to January 1, 2006, employee compensation expense under stock option plans was reported only if options were granted below market price at grant date in accordance with the intrinsic value method of Accounting Principles Board Opinion (APB) No. 25, "Accounting for Stock Issued to Employees," and related interpretations. Because the exercise price of the Company's employee stock options always equaled the market price of the underlying stock on the date of grant, no compensation expense was recognized on options granted. On January 1, 2006, the Company adopted Statement of Financial Accounting Standards No. 123 (revised 2004), "Share-Based Payment" ("SFAS 123R"). This Statement replaces FASB Statement No. 123 and supersedes APB Opinion No. 25. SFAS 123R eliminates the ability to account for stock-based compensation using APB 25 and requires that such transactions be recognized as compensation expense in the income statement based on their fair values on the measurement date, which, for the Company, is the date of the grant. The Company transitioned to fair-value based accounting for stock-based compensation using a modified version of prospective application ("modified prospective application"). Under modified prospective application, as it is applicable to the Company, SFAS 123R applies to new awards and to awards modified, repurchased or cancelled after January 1, 2006. Additionally, compensation cost for the portion of awards for which the requisite service has not been rendered (generally referring to non-vested awards) that were outstanding as of January 1, 2006 will be recognized as the remaining requisite service is rendered during the period of and/or the periods after the adoption of SFAS 123R. The attribution of compensation cost for those earlier awards is based on the same method and on the same grant-date fair values previously determined for the pro forma disclosures required for companies that did not previously adopt the fair value accounting method for stock-based employee compensation. Compensation expense for non-vested stock awards is based on the fair value of the awards, which is calculated on the measurement date, the date of grant, using the Black-Scholes option-pricing model, and is recognized ratably over the service period of the award. The tax effects of exercising stock options are added to additional paid-in capital at the exercise date.

Earnings Per Common Share. Basic earnings per common share is computed by dividing net income by the weighted-average number of common shares outstanding during the period. Diluted earnings per common share is computed by dividing net income by the weighted-average number of common shares outstanding plus all dilutive potential common shares outstanding during the period. Dilutive common shares are determined using the treasury stock method. Under the treasury stock method, exercise of options is assumed at the beginning of the period when the average stock price during the period exceeds the exercise price of outstanding options, and common shares are assumed issued. The assumed proceeds from the exercise of stock options are used to purchase common stock at the average market price during the period. The incremental shares to be issued are considered to be the dilutive potential common shares outstanding.

New Accounting Pronouncements. In September 2006, the SEC staff issued Staff Accounting Bulletin 108 "Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements" ("SAB 108"). SAB 108 requires that public companies utilize a "dual approach" when assessing the quantitative effects of financial misstatements. This dual approach includes both an income statement-focused assessment and a balance sheet-focused assessment. The guidance in SAB 108 is effective for annual financial statements for fiscal years ending after November 15, 2006. The adoption of SAB 108 did not have an effect on the Company's consolidated financial position or results of operations.

In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157, "Fair Value Measurements" ("SFAS 157"), which establishes a framework for measuring the fair value of assets and liabilities. This framework is intended to provide increased consistency in how fair value determinations are made under various existing accounting standards that permit, or in some cases require, estimates of fair market value. SFAS 157 also expands financial statement disclosure requirements about a company's use of fair value measurements, including the effect of such measures on earnings. SFAS 157 is effective for fiscal years that begin after November 15, 2007. The Company is currently evaluating the provisions of SFAS 157; however, the adoption is not expected to have a material impact on its consolidated financial statements.

In February 2007, the FASB issued Statement of Financial Accounting Standards No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities – Including an amendment of FASB Statement No. 115" ("SFAS 159"). This Statement permits entities to choose to measure many financial instruments and certain other items at fair value and report unrealized gains and losses on these instruments in earnings. SFAS 159 is effective for fiscal years that begin after November 15, 2007. The Company is currently evaluating the provisions of SFAS 159. Adoption is not expected to have a material impact on the consolidated financial statements.

On December 4, 2007, the FASB issued FASB Statement No. 141 (Revised 2007), "Business Combinations" ("SFAS 141R"). SFAS 141R will significantly change the accounting for business combinations. Under SFAS 141R, an acquiring entity will be required to recognize all the assets acquired and liabilities assumed in a transaction at the acquisition-date fair value with limited exceptions. SFAS 141R will change the accounting treatment for certain specific items, including: acquisition costs will be generally expensed as incurred; noncontrolling interests will be valued at fair value at the acquisition date; acquired contingent liabilities will be recorded at fair value at the acquisition date and subsequently measured at either the higher of such amount or the amount determined under existing guidance for non-acquired contingencies; restructuring costs associated with a business combination will be generally expensed subsequent to the acquisition date; and changes in deferred tax asset valuation allowances and income tax uncertainties after the acquisition date generally will affect income tax expense. SFAS 141R applies prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008. Earlier adoption is prohibited. Accordingly, the Company is required to record and disclose business combinations following existing GAAP until January 1, 2009.

On December 4, 2007, the FASB issued FASB Statement No. 160, "Noncontrolling Interests in Consolidated Financial Statements—An Amendment of ARB No. 51" (SFAS 160"). SFAS 160 establishes new accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. Specifically, this statement requires the recognition of a noncontrolling interest (minority interest) as equity in the consolidated financial statements and separate from the parent's equity. The amount of net income attributable to the noncontrolling interest will be included in consolidated net income on the face of the income statement. SFAS 160 clarifies that changes in a parent's ownership interest in a subsidiary that do not result in deconsolidation are equity transactions if the parent retains its controlling financial interest. In addition, this statement requires that a parent recognize a gain or loss in net income when a subsidiary is deconsolidated. Such gain or loss will be measured using the fair value of the noncontrolling equity investment on the deconsolidation date. SFAS 160 also includes expanded disclosure requirements regarding the interests of the parent and its noncontrolling interest. SFAS 160 is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008. Earlier adoption is prohibited.

Reclassifications. Certain prior year amounts have been reclassified to conform to the 2007 presentation.

Note 2: Inventory

The major classes of inventory are as follows:

December 31, *(dollars in thousands)*	2007	2006
Raw materials and supplies	**$ 8,309**	$ 9,558
Semi-finished and finished steel products	**55,404**	54,891
Operating materials	**1,859**	1,570
Total inventory	**$ 65,572**	$ 66,019

Note 3: Property, Plant and Equipment

Property, plant and equipment consists of the following:

December 31, *(dollars in thousands)*	2007	2006
Land and land improvements	**$ 2,208**	$ 1,573
Buildings	**10,371**	8,469
Machinery and equipment	**66,432**	63,484
Construction in progress	**4,571**	1,330
	83,582	74,856
Accumulated depreciation	**(29,311)**	(25,605)
Property, plant and equipment, net	**$ 54,271**	$ 49,251

Note 4: Long-Term Debt and Other Financing

Long-term debt consists of the following:

December 31, *(dollars in thousands)*	2007	2006
PNC Term Loan	**$ —**	$ 9,000
PNC Bank revolving credit facility	**—**	8,392
Government debt	**1,836**	2,200
	1,836	19,592
Less amounts due within one year	**(383)**	(2,364)
Total long-term debt	**$ 1,453**	$ 17,228

The Company maintains a credit agreement with PNC Bank for a $15.0 million revolving credit facility (“PNC Line”) with a term expiring on June 30, 2009. This credit agreement also included a term loan (“PNC Term Loan”) scheduled to mature on June 30, 2011. The Company retired the PNC Term Loan in December 2007. The credit agreement is collateralized by substantially all of the Company’s assets.

Interest on borrowings under the PNC Line and PNC Term Loan is based on short-term market rates, which may be further adjusted, based upon the Company maintaining certain financial ratios. PNC Bank reduced the commitment fee paid on the unused portion of the PNC Line from 0.5% to 0.25%, provided certain financial ratios are maintained. The Company is required to be in compliance with three financial covenants: a minimum leverage ratio, a minimum debt service ratio and a minimum tangible net worth. The Company was in compliance with all such covenants at December 31, 2007.

The Company maintains two separate loan agreements with the Commonwealth of Pennsylvania’s Department of Commerce, aggregating $600,000. A $200,000 15-year loan bears interest at 5% per annum with the term ending in 2011 and a $400,000 20-year loan bears interest at 6% per annum with the term ending in 2016. In 1996, the Company entered into a ten-year, 6% interest-bearing loan agreement with the Redevelopment Authority of Allegheny County Economic Development Fund in the amount of $1,514,000, and was fully amortized in 2007. On February 14, 2002, Dunkirk Specialty Steel issued two ten-year, 5% interest-bearing notes payable to the New York Job Development Authority for the combined amount of $3.0 million.

The Company leases certain office equipment and a vehicle. The aggregate annual principal payments due under the Company's long-term debt and minimum lease payments under operating leases are as follows:

For the years ended December 31, (dollars in thousands)	2008	2009	2010	2011	2012	Thereafter	Total
Long-term debt principal payments	$383	$403	$423	$432	$ 96	$ 99	$1,836
Operating lease minimum payments	29	9	—	—	—	—	38

Note 5: Income Taxes

Components of the provision for income taxes are as follows:

For the years ended December 31, (dollars in thousands)	2007	2006	2005
CURRENT PROVISION			
Federal	**$10,542**	$11,957	$6,801
State	**153**	1,080	448
	10,695	13,037	7,249
DEFERRED PROVISION (BENEFIT)			
Federal	**550**	(1,623)	(151)
State	**(297)**	(229)	(125)
	253	(1,852)	(276)
Provision for income taxes	**$10,948**	$11,185	$6,973

A reconciliation of the federal statutory tax rate and the Company's effective tax rate is as follows:

For the years ended December 31,	2007	2006	2005
Federal statutory tax	**35.0%**	35.0%	35.0%
Domestic manufacturing deduction	**(2.1)**	(1.2)	(1.0)
State income taxes, net of federal tax impact	**(0.2)**	2.3	1.9
Government grants, net of federal tax impact	**(0.4)**	(0.8)	(1.1)
Other, net	**0.4**	(0.1)	(0.3)
Effective income tax rate	**32.7%**	35.2%	34.5%

Dunkirk Specialty Steel operates in a New York State Empire Zone and is qualified to benefit from investments made and employees hired at the Dunkirk, New York facility for up to 15 years from its 2002 acquisition date. The Company recognized tax credit benefits of $591,000 and $378,000 for fiscal year 2007 and 2006, respectively, of which $252,000 and $339,000 was applied against the respective year's current tax provision. The balance of the credits, which have no expiration date, will be applied against future tax liabilities for income apportioned to New York State. The Company believes it will generate sufficient income in addition to taxable income generated from the reversal of its temporary differences to utilize this tax credit.

The Company also recognized Pennsylvania Educational Improvement Tax Credit benefits ("PAEIT") of $180,000 for both 2007 and 2006, which were applied against each respective year's current tax provision.

Deferred taxes result from the following:

December 31, (dollars in thousands)	2007	2006
DEFERRED TAX ASSETS		
Receivables	**$ 166**	$ 171
Inventory	**1,573**	811
Accrued liabilities	**665**	478
SFAS 123R compensation expense	**209**	80
Dunkirk office building impairment	**70**	71
	2,683	1,611
State tax carryforwards	**692**	472
	$ 3,375	$2,083
DEFERRED TAX LIABILITIES		
Prepaid major maintenance	**$ 110**	$ 66
Property, plant and equipment	**9,904**	8,402
	$10,014	$8,468

State tax carryforwards represent New York Empire Zone tax credits with no expiration date and are included in other assets.

The Company is routinely under audit by federal or state authorities in the areas of income taxes and the remittance of sales and use taxes. These audits include questioning the timing and amount of deductions, the nexus of income among various tax jurisdictions and compliance with federal and state tax laws. The Company has settled all IRS examinations through December 31, 2004.

Note 6: Stockholders' Equity

The Company has never paid a cash dividend on its Common Stock. The Company's Credit Agreement with PNC Bank limits the payment of cash dividends payable on its Common Stock to 50% of the Company's excess cash flow per fiscal year. Excess cash flow represents the amount of earnings before interest, taxes, depreciation and amortization that is greater than the sum of the Company's payments for interest, income taxes, the principal portion of long-term debt and capital lease obligations, and capital expenditures.

(dollars in thousands)	Common Shares Outstanding	Common Stock	Additional Paid-In Capital	Retained Earnings	Treasury Shares	Treasury Stock
Balance at December 31, 2004	6,601,112	$ 7	$ 28,699	$40,290	269,900	$(1,631)
Common Stock issuance under Employee Stock Purchase Plan	9,946		103			
Exercise of Stock Options	75,725		703			
Tax benefit on share-based compensation			207			
Net income				12,758		
Purchase of Treasury Stock					157	(3)
Balance at December 31, 2005	6,686,783	$ 7	$ 29,712	$53,048	270,057	$(1,634)
Common Stock issuance under Employee Stock Purchase Plan	8,635		152			
Exercise of Stock Options	144,125		1,444			
Share-based compensation			273			
Tax benefit on share-based compensation			1,073			
Net income				20,590		
Purchase of Treasury Stock					412	(11)
Balance at December 31, 2006	**6,839,543**	**$ 7**	**$ 32,654**	**$73,638**	**270,469**	**$(1,645)**
Common Stock issuance under Employee Stock Purchase Plan	**6,001**		**176**			
Exercise of Stock Options	**84,750**		**897**			
Share-based compensation			**427**			
Tax benefit on share-based compensation			**958**			
Net income				**22,504**		
Purchase of Treasury Stock					**326**	**(14)**
Balance at December 31, 2007	**6,930,294**	**$ 7**	**$ 35,112**	**$96,142**	**270,795**	**$(1,659)**

On October 19, 1998, the Company initiated a stock repurchase program to repurchase up to 315,000 shares of its outstanding Common Stock in open market transactions at market prices. The Company is authorized to repurchase 44,205 remaining shares of Common Stock under this program as of December 31, 2007.

The Company has 1,980,000 authorized shares of Senior Preferred Stock. At December 31, 2007 and 2006, there were no shares issued or outstanding.

Note 7: Basic and Diluted Earnings Per Share

The computation of basic and diluted earnings per share for the years ended December 31, 2007, 2006 and 2005 is performed as follows:

For the years ended December 31,	2007 Income	2007 Shares	2006 Income	2006 Shares	2005 Income	2005 Shares
(dollars in thousands, except per share amounts)						
Income available to common Stockholders	**$22,504**	**6,644,374**	$20,590	6,451,037	$12,758	6,375,257
Effect of dilutive securities	—	**130,550**	—	161,493	—	103,857
Income available to common Stockholders plus assumed conversion	**$22,504**	**6,774,924**	$20,590	6,612,530	$12,758	6,479,114
EARNINGS PER COMMON SHARE						
Basic	**$ 3.39**		$ 3.19		$ 2.00	
Diluted	**$ 3.32**		$ 3.11		$ 1.97	

Note 8: Stock-Based Compensation Plans

At December 31, 2007, the Company has three incentive compensation plans that are described below:

STOCK INCENTIVE PLAN

The Company maintains the Stock Incentive Plan that has been adopted and amended from time to time by the Company's Board of Directors, and approved by its stockholders. The Stock Incentive Plan permits the issuance of stock options to non-employee directors, other than those directors owning more than 5% of the Company's outstanding Common Stock, officers and other key employees of the Company who are expected to contribute to the Company's future growth and success. The Company may grant options up to a maximum of 950,000 shares of Common Stock, of which 393,668 are available for grant at December 31, 2007. The option price is equal to the fair market value of the Common Stock at the date of grant. Options granted to non-employee directors vest over a three-year period, and options granted to employees vest over a four-year period. All options under the Stock Incentive Plan will expire no later than ten years after the grant date. Forfeited options may be reissued and are included in the amount available for grants.

A summary of the Stock Incentive Plan activity as of and for the years ended December 31, 2007, 2006 and 2005 is presented below:

	Shares Available for Grant	Non-Vested Stock Awards Outstanding: Number of Shares	Non-Vested Stock Awards Outstanding: Weighted-Average Grant-Fair Value	Stock Options Outstanding: Number of Shares	Stock Options Outstanding: Weighted-Average Exercise Price
Balance, January 1, 2005	190,243	148,750	$ 4.80	511,675	$ 9.14
Granted	(50,000)	50,000	6.54	50,000	14.84
Stock options exercised				(75,725)	6.64
Stock awards vested		(61,450)	4.46		
Forfeited	3,300			(3,300)	11.25
Balance, December 31, 2005	143,543	137,300	5.57	482,650	9.69
Granted	(60,000)	60,000	9.23	60,000	21.36
Stock options exercised				(144,125)	10.02
Stock awards vested		(63,500)	5.15		
Forfeited	19,625	(19,625)	5.17	(19,625)	10.15
Balance, December 31, 2006	103,168	114,175	7.80	378,900	11.77
Additional shares reserved	400,000				
Granted	(161,000)	161,000	16.70	161,000	33.25
Stock options exercised				(84,750)	10.60
Stock awards vested		(49,625)	6.60		
Forfeited	51,500	(51,500)	13.13	(51,500)	30.93
Balance, December 31, 2007	**393,668**	**174,050**	**$ 14.80**	**403,650**	**$ 18.14**

The following table summarizes information about stock options outstanding at December 31, 2007:

	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Number of Shares	Weighted-Average Remaining Years Contractual Life	Weighted-Average Exercise Price	Number of Shares	Weighted-Average Exercise Price
$5.12 to $7.35	101,300	3.9	$ 6.61	101,300	$ 6.61
$8.45 to $9.94	54,000	2.6	9.73	54,000	9.73
$10.83 to $13.42	45,450	6.4	11.49	33,650	11.55
$14.18 to $27.29	70,900	7.7	17.57	38,175	16.49
$31.95 to $42.50	132,000	9.6	33.03	2,475	32.20
Outstanding at end of year	403,650	6.5	$ 18.14	229,600	$ 9.98
Exercisable at end of year	229,600	2.6			

Proceeds from stock option exercises totaled $898,000 in 2007, $1.4 million in 2006 and $703,000 in 2005. Shares issued in connection with stock option exercises are issued from available authorized shares. Tax benefits realized from stock options exercised totaled $958,000 in 2007, $1.1 million in 2006 and $207,000 in 2005.

Based upon the closing stock price of $35.57, the aggregate intrinsic value of outstanding stock options and outstanding exercisable stock options was $7.0 million and $5.9 million, respectively, at December 31, 2007. Intrinsic value of stock options is calculated as the amount by which the market price of USAP common stock exceeds the exercise price of the options. The aggregate intrinsic value of stock options exercised was $2.6 million in 2007, $2.8 million in 2006 and $538,000 in 2005. The total fair value of share awards vested was $328,000 during 2007, $327,000 in 2006 and $274,000 in 2005.

Stock-Based Compensation Expense. The Company adopted the provisions of SFAS 123R on January 1, 2006. SFAS 123R requires that stock-based compensation to employees and directors be recognized as compensation expense in the income statement based on their fair values on the measurement date, which, for the Company, is the date of the grant. The value of the portion of the award that is ultimately expected to vest is recognized as expense over the requisite service periods. The compensation expense recognized and its related tax effects are included in additional paid-in capital. Additional paid-in capital is further adjusted for the difference between compensation expense recorded under SFAS 123R and compensation expense reported for tax purposes upon actual exercise of employee stock options.

Stock-based compensation expense totaled $427,000 in 2007 and $273,000 in 2006. Stock-based compensation expense is recognized ratably over the requisite service period for all awards. The tax benefit associated with the stock compensation expense recognized in the accompanying Consolidated Statements of Operations was $152,000 in 2007 and $95,000 in 2006. Such cash flows were previously reported as operating activities. Unrecognized stock-based compensation expense related to non-vested stock awards totaled $1,548,000 at December 31, 2007. At such date, the weighted-average period over which this unrecognized expense was expected to be recognized was 33 months.

Valuation of Stock-Based Compensation. The fair value of the Company's employee stock options granted is estimated on the measurement date, which, for the Company, is the date of grant. The Company elected to continue using the Black-Scholes option-pricing model, which was previously used for the Company's pro forma information required under SFAS 123. The weighted-average fair value of stock options granted was $2,689,000 for 2007, $554,000 for 2006, and $327,000 for 2005. The Company's determination of fair value of share-based payment awards on the date of grant is affected by the Company's stock price as well as assumptions regarding the Company's expected stock price volatility over the term of the awards, and actual and projected employee stock option exercise behaviors.

The assumptions used to determine the fair value of options granted are detailed in the table below:

	2007	2006	2005
Risk-free interest rate	3.53 to 4.87 %	3.19 to 5.04 %	3.76 to 4.50 %
Dividend yield	0.0%	0.0%	0.0%
Expected market price volatility	47 to 49%	45 to 50%	40 to 45%
Weighted-average expected market price volatility	47.9%	47.6%	43.5%
Expected term	5.8 to 8.2 years	5.0 years	5.0 years

The risk-free interest rate was developed using the U.S. Treasury yield curve for periods equal to the expected life of the options at the grant date. No dividend yield was assumed because the Company does not pay cash dividends on Common Stock and currently has no plans to pay a dividend. Expected volatility is based on the long-term historical volatility (estimated over a period equal to the expected term of the options) of the Company's stock. In estimating the fair value of stock options under the Black-Scholes option-pricing model, separate groups of employees that have similar historical exercise behavior are considered separately. The expected term of options granted represents the period of time that options granted are expected to be outstanding.

Pro Forma Net Income and Earnings Per Common Share. In accordance with SFAS 123R, the Company's Consolidated Financial Statements for prior periods have not been restated to reflect, and do not include, the impact of SFAS 123R. The following pro forma information presents net income and earnings per share for 2005 as if the fair value method of SFAS 123 had been used to measure compensation cost for stock-based compensation plans. For purposes of this pro forma disclosure, the estimated fair value of stock options and stock awards is amortized to expense over the related vesting periods.

For the year ended December 31, *(dollars in thousands, except per share information)*	**2005**
Net income, as reported	**$13,056**
Total stock-based compensation expense determined under fair-value-based method, net of taxes	**(201)**
Pro forma net income	**$12,855**
EARNINGS PER SHARE	
Basic – as reported	**$ 2.05**
Basic – pro forma	**$ 2.02**
Diluted – as reported	**$ 2.02**
Diluted – pro forma	**$ 1.98**

EMPLOYEE STOCK PURCHASE PLAN

Under the 1996 Employee Stock Purchase Plan (the "Stock Purchase Plan"), the Company is authorized to issue up to 90,000 shares of Common Stock to its full-time employees, nearly all of whom are eligible to participate. At the Annual Meeting of Stockholders of the Company held May 17, 2006, shareholders approved an amendment to the Stock Purchase Plan to reserve an additional 60,000 shares of Common Stock for issuance under the plan. Under the terms of the plan, employees can choose as of January 1 and July 1 of each year to have up to 10% of their total earnings withheld to purchase up to 100 shares of the Company's Common Stock each six-month period. The purchase price of the stock is 85% of the lower of its beginning-of-the-period or end-of-the-period market prices. At December 31, 2007, the Company has issued 96,312 shares of Common Stock since the plan's inception.

CASH INCENTIVE PLANS

The Company has a management cash incentive plan covering certain key executives and employees and profit-sharing plans that cover the remaining employees. The profit-sharing plans provide for the sharing of pre-tax profits in excess of specified amounts. For the years ended December 31, 2007, 2006 and 2005, the Company expensed $5,823,000, $5,285,000 and $3,510,000, respectively, under these plans.

Note 9: Retirement Plans

The Company has defined contribution retirement plans that cover substantially all employees. The Company accrues its contributions to the hourly employee plan based on time worked while contributions to the salaried plan are accrued as a fixed amount per month. Company contributions to both plans are funded periodically.

Effective January 6, 2003, the Company began to participate in the Steelworkers Pension Trust ("Trust"), a multi-employer defined-benefit pension plan that is open to all hourly and salaried employees associated with the Bridgeville facility. The Company makes periodic contributions to the Trust based on hours worked at a fixed rate for each hourly employee and a fixed monthly contribution on behalf of each salaried employee. The hourly employees may continue their contributions to the defined contribution retirement plan even if the Company contributions cease. The Company also makes a contribution to the defined contribution retirement plan on behalf of each salaried employee participating in the Trust. The amount of the contribution for salaried employees will be dependent upon their contribution to the 401(k) retirement plan.

The total expense for the years ended December 31, 2007, 2006 and 2005 was $873,000, $888,000 and $772,000, respectively, including $531,000, $572,000 and $449,000, respectively, for the multi-employer Trust. No other post-retirement benefit plans exist.

Note 10: Commitments and Contingencies

The Company, as well as other steel companies, is subject to demanding environmental standards imposed by federal, state and local environmental laws and regulations. The Company is not aware of any environmental condition that currently exists at any of its facilities that would cause a material adverse effect on the financial condition of the Company.

The Company is subject to various claims and legal actions that arise in the normal course of conducting business. At December 31, 2007, the Company has established a reserve of $200,000 for commercial product-claims related to three sales by Dunkirk Specialty Steel.

The Company maintains a supply contract agreement with Talley Metals. While the initial term of the agreement expired December 31, 2002, the agreement continues to automatically renew with the placement of new orders each month and requires a 90-day written notice to terminate by either party. In addition, Talley Metals is required under the agreement to purchase a minimum of 1,000 tons of stainless reroll billet products each calendar month and to average at least 1,250 tons per month during the last 12-month period. The value of the contract on a monthly basis will depend on product mix and key raw material prices. During 2006 and 2007, Talley Metals did not comply with the monthly minimum purchase requirement due to market conditions. The Company has granted a waiver and expects to continue granting a waiver from this requirement until market conditions improve.

The CDSOA provides for payment of import duties collected by the U.S. Treasury to domestic companies injured by unfair foreign trade practices. The assets purchased by Dunkirk Specialty Steel were previously owned and operated by AL Tech Specialty Steel, Inc. and Empire Specialty Steel, Inc. During their ownership, both organizations participated in several anti-dumping lawsuits with other domestic specialty steel producers. In accordance with the CDSOA, the Company filed claims to receive its appropriate share of the import duties collected. In January 2005, the Company received $59,000 from the U.S. Treasury, representing an increase in the total allocation of available funds awarded to the Company for 2004. The Company received a net payment of $358,000 in December 2005 as its 2005 award. In 2006 and 2007 the Company received $586,000 and $463,000, respectively, net of expenses incurred.

The Company's purchase obligations include the value of all open purchase orders with established quantities and purchase prices, as well as minimum purchase commitments, all made in the normal course of business. At December 31, 2007, the Company's total purchase obligations were $10,255,000, all of which will be due in year 2008.

Note 11: Segment and Related Information

The Company comprises three operating locations and one corporate headquarters. For segment reporting, the Bridgeville and Titusville facilities have been aggregated into one reportable segment, Universal Stainless & Alloy Products, because of the management reporting structure in place. The Universal Stainless & Alloy Products manufacturing process involves melting, remelting, treating and hot and cold rolling of semi-finished and finished specialty steels. A second reportable segment, Dunkirk Specialty Steel, was created in 2002 with the acquisition of certain assets and real property formerly owned by Empire Specialty Steel, Inc. Dunkirk Specialty Steel's manufacturing process involves hot rolling and finishing specialty steel bar, rod and wire products.

At December 31, 2007, 82% of the Company's 533 employees are covered by USW collective bargaining agreements, and 46% of employees are covered by an agreement for the Bridgeville facility that expires in August 2008.

The accounting policies of both reportable segments are the same as those described in Note 1: Significant Accounting Policies. Sales between the segments are generally made at market-related prices. Corporate assets are primarily cash and cash equivalents, prepaid expenses, deferred income taxes, and property, plant and equipment.

For the years ended December 31,	2007	2006	2005
(dollars in thousands)			
NET SALES			
Universal Stainless & Alloy Products	**$202,562**	$179,170	$153,258
Dunkirk Specialty Steel	**81,725**	70,255	53,011
Intersegment	**(54,351)**	(45,552)	(36,247)
	$229,936	$203,873	$170,022
OPERATING INCOME (LOSS)			
Universal Stainless & Alloy Products	**$ 20,475**	$ 19,674	$ 14,506
Dunkirk Specialty Steel	**12,723**	11,472	6,748
Intersegment	**209**	1,213	(1,109)
	$ 33,407	$ 32,359	$ 20,145

INTEREST EXPENSE AND OTHER FINANCING COSTS [A]			
Universal Stainless & Alloy Products	**$ 614**	$ 889	$ 608
Dunkirk Specialty Steel	**117**	217	243
	$ 731	$1,106	$ 851
OTHER INCOME, NET			
Universal Stainless & Alloy Products	**$ 126**	$ 55	$ 19
Dunkirk Specialty Steel [B]	**650**	467	418
	$ 776	$ 522	$ 437
DEPRECIATION AND AMORTIZATION			
Universal Stainless & Alloy Products	**$3,382**	$3,058	$2,858
Dunkirk Specialty Steel	**280**	214	167
Corporate	**69**	65	60
	$3,731	$3,337	$3,085
CAPITAL EXPENDITURES			
Universal Stainless & Alloy Products	**$4,419**	$6,397	$7,585
Dunkirk Specialty Steel	**3,197**	41	1,150
Corporate	**1,166**	1,278	73
	$8,782	$7,716	$8,808

A *Includes amortization of deferred financing costs of $9,000, $23,000 and $27,000 for the years ended December 31, 2007, 2006 and 2005, respectively.*

B Includes net receipt of import duties of $568,000 in 2007, $463,000 in 2006 and $414,000 in 2005.

December 31, *(dollars in thousands)*	**2007**	**2006**
ASSETS		
Universal Stainless & Alloy Products	**$110,669**	$117,916
Dunkirk Specialty Steel	**35,983**	31,473
Corporate	**17,644**	5,898
	$164,296	$155,287

The following table presents net sales by product line:

For the years ended December 31, *(dollars in thousands)*	**2007**	**2006**	**2005**
Stainless steel	**$164,228**	$151,633	$135,588
Tool steel	**28,119**	23,389	20,737
High-strength low alloy steel	**25,892**	16,467	6,606
High-temperature alloy steel	**9,317**	9,837	3,694
Conversion services	**2,011**	2,137	3,030
Other	**369**	410	367
Total net sales	**$229,936**	$203,873	$170,022

Net sales to the Company's three largest customers and their affiliates approximated 38%, 34% and 34% of total 2007, 2006 and 2005 sales, respectively. The accounts receivable balances from these customers comprised approximately 21% and 23% of total accounts receivable at December 31, 2007 and 2006, respectively.

The Company derives less than 5% of its revenues from markets outside of the United States and the Company has no assets located outside the United States.

Note 12: Selected Quarterly Financial Data (unaudited)

(dollars in thousands, except per share amounts)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2007 DATA				
Net sales	**$ 56,239**	**$ 62,056**	**$ 62,008**	**$ 49,633**
Gross profit margin	**13,219**	**12,614**	**11,133**	**8,479**
Operating income	**10,665**	**9,207**	**8,143**	**5,392**
Provision for income taxes	**3,655**	**3,156**	**2,521**	**1,616**
Net income	**6,787**	**5,862**	**5,467**	**4,388**
Earnings per common share:				
Basic	**$ 1.03**	**$ 0.88**	**$ 0.82**	**$ 0.66**
Diluted	**$ 1.00**	**$ 0.87**	**$ 0.81**	**$ 0.65**
2006 DATA				
Net sales	$ 44,937	$ 48,019	$ 55,110	$ 55,807
Gross profit margin	8,767	10,378	12,200	11,806
Operating income	6,511	7,499	9,162	9,187
Provision for income taxes	2,249	2,603	3,200	3,133
Net income	3,998	4,629	5,689	6,274
Earnings per common share:				
Basic	$ 0.62	$ 0.72	$ 0.88	$ 0.96
Diluted	$ 0.61	$ 0.70	$ 0.86	$ 0.94

The Company’s 2007 third quarter results include a charge of $1.4 million for a Lower-of-Cost-or-Market reserve due to the decline in nickel costs during the quarter, offset by the impact from increasing nickel costs in comparison to prior quarters on the Company’s Dunkirk segment. Based upon the timing of surcharges, nickel cost changes increased gross margin by $1.5 million. Earnings were positively impacted by a reduction in the annual income tax rate to 34.0% from 35.0%. The change in the effective income tax rate is primarily due to adjustments to state income provisions and New York Empire Zone tax credits.

Nickel costs declined from the third to fourth quarter of 2007. The impact from the change in nickel costs on the Company’s Dunkirk segment reduced gross margins by an estimated $53,000 compared with an increase of $1.1 million in the fourth quarter of 2006. The impact from the change in nickel costs combined with lower total shipment volume reduced company-wide gross margin dollars in the fourth quarter 2007 compared with the same period of 2006. The Company’s 2007 fourth quarter earnings were positively impacted by the receipt of import duties of $586,000 and a reduction in the annual income tax rate to 32.7% from 34.2%. The change in the effective income tax rate is primarily due to adjustments to state income provisions and tax credits as well as the impact of recognizing a $180,000 tax credit in Pennsylvania as a result of participating in the state’s PAEIT in the fourth quarter 2007.

The Company’s 2006 fourth quarter earnings were positively impacted by the receipt of import duties of $463,000 and a reduction in the annual income tax rate to 35.4% from 36.0%. The change in the effective income tax rate is primarily attributable to a favorable shift of apportioned income for state income tax purposes as well as the impact of recognizing a $180,000 PAEIT tax credit.

Earnings per share amounts for each quarter are required to be computed independently. As a result, their sum may not equal the total year earnings per share amounts.

The restatement of maintenance expenses for the year ended December 31, 2006 changed previously reported financial data by the following amounts:

(dollars in thousands, except per share amounts)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2006 DATA				
Change in cost of products sold	$ (150)	$ (51)	$ (2)	$ 243
Change in net income	96	33	1	(154)
Change in earnings per common share:				
Basic	$ 0.01	$ 0.00	$ 0.00	$ (0.03)
Diluted	$ 0.02	$ 0.01	$ 0.00	$ (0.03)

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

The Company's management, including the Company's President and Chief Executive Officer and the Vice President of Finance, Chief Financial Officer and Treasurer, performed an evaluation of the effectiveness of the Company's disclosure controls and procedures. Based on that evaluation, the Company's President and Chief Executive Officer and the Vice President of Finance, Chief Financial Officer and Treasurer concluded that, as of the end of the fiscal year covered by this Annual Report on Form 10-K, the Company's disclosure controls and procedures are effective in the timely identification of material information required to be included in the Company's periodic filings with the SEC. Management's Report on the Company's internal control over financial reporting is included in Item 8 of this Annual Report on Form 10-K under the caption "Management's Report on Internal Control Over Financial Reporting" and is incorporated herein by reference. The Company's independent registered public accounting firm has issued a report on management's maintenance of effective internal control over financial reporting and is set forth in Item 8 of this Annual Report on Form 10-K under the caption "Report of Independent Registered Public Accounting Firm" and is incorporated herein by reference.

During the last fiscal quarter of the fiscal year ended December 31, 2007, there were no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information concerning the directors of the Company is set forth in the Proxy Statement for the 2008 Annual Meeting of Stockholders ("Proxy Statement") to be sent to stockholders in connection with the Company's Annual Meeting of Stockholders to be held on May 21, 2008, under the heading "Proposal No. 1—Election of Directors," which information is incorporated by reference. With the exception of the information specifically incorporated herein by reference, the Company's Proxy Statement is not to be deemed filed as part of this report for the purposes of this Item.

In addition to the information set forth under the caption "Executive Officers" in Part I of this report, the information concerning our directors required by this item is incorporated and made part hereof by reference to the material appearing under the heading "Nominees for Election as Directors" in the Company's Proxy Statement , which will be filed with the SEC, pursuant to Regulation 14A, not later than 120 days after the end of the 2007 fiscal year. Information concerning the Audit Committee and its "audit committee financial expert" required by this item is incorporated and made part hereof by reference to the material appearing under the heading "Committees of the Board of Directors" in the Proxy Statement. Information required by this item regarding compliance with Section 16(a) of the Exchange Act is incorporated and made a part hereof by reference to the material appearing under the heading "Security Ownership of Certain Beneficial Owners and Management" in the Proxy Statement. Information concerning the executive officers of the Company is contained in Part I of this Annual Report on Form 10-K under the caption "Executive Officers."

The Company has adopted a Code of Business Conduct and Ethics that applies to all directors and employees, including its principal executive officer and principal financial officer. A copy is available, free of charge, through the Company's website at http://www.univstainless.com. Information on the Company's website is not part of this Annual Report on Form 10-K. The Company intends to timely disclose any amendment of or waiver under the Code of Business Conduct and Ethics on its website and will retain such information on its website as required by applicable SEC rules.

ITEM 11. EXECUTIVE COMPENSATION

The information concerning executive compensation is set forth in the Proxy Statement under the heading "Executive Compensation," which information is incorporated by reference. With the exception of the information specifically incorporated herein by reference, the Company's Proxy Statement is not to be deemed filed as part of this report for the purposes of this Item.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information concerning security ownership of certain beneficial owners and management is set forth in the Proxy Statement under the heading "Security Ownership of Certain Beneficial Owners and Management," which information is incorporated by reference. With the exception of the information specifically incorporated herein by reference, the Company's Proxy Statement is not to be deemed filed as part of this report for the purposes of this Item.

Table of Contents

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information concerning certain relationships and related transactions, and director independence is set forth in the Proxy Statement under the heading "The Board of Directors," which information is incorporated by reference. With the exception of the information specifically incorporated herein by reference, the Company's Proxy Statement is not to be deemed filed as part of this report for the purposes of this Item.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information concerning principal accountant fees and services is set forth in the Proxy Statement under the heading "Principal Accountant Fees and Services," which information is incorporated by reference. With the exception of the information specifically incorporated herein by reference, the Company's Proxy Statement is not to be deemed filed as part of this report for the purposes of this Item.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

The following documents are filed as part of this Form 10-K:

1) Financial Statements

The list of financial statements required by this item is set forth in Item 8, "Financial Statements and Supplementary Data" and is incorporated herein by reference.

2) Consolidated Financial Statement Schedules

SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS

For the Years Ended December 31, 2005, 2006 and 2007	Balance at Beginning of Year	Charged to Costs and Expenses	Deductions/ Net Charge-Offs	Balance at End of Year
(Dollars in thousands)				
INVENTORY RESERVE:				
Year ended December 31, 2005	$ 833	$ 823	$ (1,019)	$ 637
Year ended December 31, 2006	637	1,295	(356)	1,576
Year ended December 31, 2007	**1,576**	**3,390**	**(2,771)**	**2,195**
ALLOWANCE FOR DOUBTFUL ACCOUNTS:				
Year ended December 31, 2005	$ 557	$ 125	$ (410)	$ 272
Year ended December 31, 2006	272	78	(12)	338
Year ended December 31, 2007	**338**	**2**	**(29)**	**311**

3) Exhibits

EXHIBIT NUMBER	DESCRIPTION	
3.1	Amended and Restated Certificate of Incorporation	Incorporated herein by reference to Exhibit 3.1 to Registration No. 33-85310.
3.2	Amended and Restated By-laws of the Company	Incorporated herein by reference to Exhibit 3.1 on Form 8-K filed November 27, 2007.
4.1	Specimen Copy of Stock Certificate for shares of Common Stock	Incorporated herein by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 1998.
10.1	Stockholders Agreement dated as of August 1, 1994, by and among the Company and its existing stockholders	Incorporated herein by reference to Exhibit 10.1 to Registration No. 33-85310.
10.2	Third Amended and Restated Credit Agreement, dated as of June 24, 2006, between the Company and PNC Bank, National Association	Incorporated herein by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2006.
10.3	Employment Agreement dated February 1, 2008 by and between the Company and Clarence M. McAninch	Filed herewith.

10.4	Employment Agreement dated February 21, 2008 between the Company and Paul McGrath	Filed herewith.
10.5	Employment Agreement dated February 22, 2008 between the Company and Richard M. Ubinger	Filed herewith.
10.6	Employment Agreement dated December 28, 2007 between the Company and Kenneth W. Matz	Incorporated herein by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.
10.7	Employment Agreement dated December 21, 2007 between the Company and Dennis M. Oates	Filed herewith
10.8	Stock Incentive Plan	Incorporated herein by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002.
10.9	Supply Contract Agreement, dated as of July 1, 2001, between the Company and Talley Metals Technology, Inc., a subsidiary of Carpenter Technology Corporation	Incorporated herein by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2001.
10.10	Promissory Note, dated as of February 13, 2002, between the Company and New York Job Development Authority	Incorporated herein by reference to Exhibit 10.24 to the Company's Annual Report on Form 10-K for the year ended December 31, 2001.
10.11	Promissory Note, dated as of February 14, 2002, between the Company and New York Job Development Authority	Incorporated herein by reference to Exhibit 10.25 to the Company's Annual Report on Form 10-K for the year ended December 31, 2001.
21.1	Subsidiaries of Registrant	Filed herewith.
23.1	Consent of Schneider Downs & Co., Inc.	Filed herewith.
24.1	Powers of Attorney	Included on the signature page herein.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith.
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Filed herewith.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, on March 6, 2008.

UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC.

By: /s/ Dennis M. Oates
Dennis M. Oates
President and Chief Executive Officer

POWER OF ATTORNEY

Each of the officers and directors of Universal Stainless & Alloy Products, Inc., whose signature appears below in so signing also makes, constitutes and appoints Dennis M. Oates and Paul A. McGrath, and each of them acting alone, his true and lawful attorney-in-fact, with full power of substitution, for him in any and all capacities, to execute and cause to be filed with the SEC any and all amendment or amendments to this Report on Form 10-K, with exhibits thereto and other documents connected therewith and to perform any acts necessary to be done in order to file such documents, and hereby ratifies and confirms all that said attorney-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ Dennis M. Oates Dennis M. Oates	President, Chief Executive Officer and Director (Principal Executive Officer)	March 6, 2008
/s/ Richard M. Ubinger Richard M. Ubinger	Vice President of Finance, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	March 6, 2008
/s/ C. M. McAninch Clarence M. McAninch	Director and Chairman of the Board	March 6, 2008
/s/ Douglas M. Dunn Douglas M. Dunn	Director	March 6, 2008
/s/ Udi Toledano Udi Toledano	Director	March 6, 2008

EXHIBIT 10.3

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 1st day of February 2008, by and between UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC., a Delaware corporation (the “Company”), and Clarence M. McAninch (the “Employee”).

WITNESSETH:

In consideration of the covenants and agreements herein contained, and intending to be legally bound hereby, the Company and Employee agree as follows:

Article 1. - Employment

1.1. Employment. The Company agrees to employ Employee, and Employee agrees to serve the Company, for the period stated in Article 2 hereof (the “Term of Employment”) and upon the other terms and conditions herein provided.

1.2. Position and Responsibilities. The Company employs Employee, and Employee agrees to serve at the direction of the Board of Directors of the Company during the Term of Employment.

1.3. Duties. During the Term of Employment, Employee shall devote all of his business time, attention, skill and efforts to the faithful performance of his duties hereunder.

Article 2. - Term

The term (the “Term”) of this Agreement shall commence on the date hereof and expire on May 20, 2008, unless this Agreement shall have been sooner terminated as hereinafter set forth.

Article 3. - Compensation

3.1. Salary. As compensation to the Employee for the performance of services hereunder, the Company shall pay to the Employee a base monthly salary (the “Salary”) of $17,250.00. Installments of the Salary shall be paid to the Employee in accordance with the standard procedure of the Company, which at the present time is once every two weeks. During the period of this Agreement,

3.2. Reimbursement of Expenses. The Company will reimburse the Employee for those customary and necessary business expenses incurred by him in the performance of his duties and activities on behalf of the Company. Except as provided in this Agreement, such expenses will be reimbursed only on presentation by the Employee of appropriate documentation to substantiate such expenses pursuant to the policies and procedures of the Company governing reimbursement of business expenses to its Employees.

3.3. Participation in Plans. The Employee shall be entitled to participate in any life, medical, dental, health, hospitalization, travel, accident and/or disability insurance plans and in any sick leave and/or salary continuation plan, vacation, holiday pay, retirement or employee benefit plan or program generally offered by the Company to its salaried employees. Employee may remain in the employee group health care plan until May 31, 2008.

Article 4. - Termination of Employment

4.1. Definitions. For the purposes hereof:

(a) "**Disability**" shall be deemed to have occurred when the Employee is eligible, due to a health condition, to collect benefits under the Company's short term disability plan and has been determined by the Board of Directors to be unable to perform substantially the duties associated with the Employees position for a period of three months.

(b) "**Cause**" shall mean any of the following: (i) Employee's personal dishonesty or willful misconduct; (ii) Employee's willful violation of any law or material rule or regulation, provided that such violation is demonstrably injurious to the assets, operations or business prospects of the Company; (iii) the conversion or embezzlement for the personal benefit of the Employee of corporate funds or property or a material business opportunity of the Company; (iv) the misuse by the Employee for his personal benefit of any trade secrets or other information of the Company in violation of the provisions of Article 7 of this Agreement; or (v) Employee's material breach of any other provision of this Agreement which is not cured within thirty (30) days of receipt of notice of such breach from Company.

(c) "**Good Reason**" shall, absent the Employee's consent to such action, mean the occurrence of any one of the following: (i) any breach by the Company of a material obligation under this Agreement; (ii) a material reduction by the Company in the Employee's Salary, except for proportional across-the-board salary reductions similarly affecting all Employees of the Company; or (iii) any material reduction by the Company of the benefits, taken as a whole, enjoyed by the Employee on the date of this Agreement under any savings, life insurance, medical, health and accident, disability or other employee welfare benefit plans or programs, including vacation programs, provided that this paragraph (iii) shall not apply to any proportional across the board reduction or action similarly affecting all senior Employees of the Company.

Notwithstanding the foregoing, no event of "Good Reason" shall be deemed to have occurred unless Employee provides to the Chairman of the Compensation Committee of the Board of Directors of the Company written notice of the facts and circumstances which Employee believes constitutes Good Reason under this Section 4.1(c) within 30 days of such initial occurrence and such facts and circumstances are not corrected or otherwise cured by the Company within thirty (30) days of receipt thereof. Termination by Employee for Good Reason must occur within 90 days of the initial occurrence of the Good Reason event.

(d) "**Notice of Termination**" shall mean written notice which shall indicate the specific termination or resignation provisions in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for such termination or resignation under the provision so indicated and the Company shall submit to the Employee a certified statement signed by the Chairman of the Compensation Committee of the Board of Directors of the Company approving such termination in the case of a Termination by the Company for Cause or Without Cause.

(e) "**Date of Termination**" shall mean the date specified in the Notice of Termination as the effective date the Employee's employment is terminated for any reason or the Employee's effective date of resignation, which ever is earlier.

Article 5. - Compensation Upon Termination

5.1. Death. If the Employee's employment hereunder terminates by reason of his death, his beneficiaries shall be entitled to receive from the Company such amounts as are then provided pursuant to plans, programs or arrangements currently in effect or as approved from time to time by the Board of Directors.

5.2. Disability. If the Employee's employment hereunder terminates by reason of his Disability, the Employee shall be entitled to receive such amounts as are then provided pursuant to Company's then existing disability plans, programs or arrangements. Notwithstanding any provisions herein to the contrary, the Employee shall be entitled to receive all benefits to which the Employee is entitled as a terminated employee under the terms of any of the Company's qualified employee benefit plans and any other plan, program or arrangement relating to retirement or other benefits including, without limitation, any employee stock ownership plan or any plan now in effect or which is established (with approval of the Board of Directors) as a supplement to any of the aforenamed plans, except as otherwise provided in such plans as a result of the Employee's termination of employment.

5.3. Cause. If the Employee's employment hereunder is terminated by the Company for Cause, the Company shall pay to the Employee his full base Salary through the Date of Termination but at a rate no greater than that in effect at the time Notice of Termination is given, and the Company shall have no further obligations to the Employee under this Agreement.

5.4. By the Company Without Cause or by the Employee by Resignation for Good Reason. If the Employee's employment hereunder is terminated by the Company without Cause or is terminated by the Employee pursuant to his resignation for Good Reason, then the Employee shall be entitled to the benefits provided below, which shall constitute complete satisfaction of the obligations of the Company to the Employee under this Agreement:

(a) The Company shall pay the Employee his full base Salary through the Date of Termination at the rate in effect at the time Notice of Termination is given.

(b) Subsequent to the Date of Termination, the Company shall pay as severance pay to the Employee, his full base salary through May 20, 2008, at the rate in effect at the time Notice of Termination is given, paid on the Company's regular pay date schedule. Such payment shall be less applicable taxes and mandatory deductions.

(c) The Company will provide health care benefits under the group policies covering the other corporate employees covering Medical, Dental, Vision and Prescription Drugs, subject to any changes made to the group policies, as provided prior to the Date of Termination for the Employee and eligible dependents, that were covered prior to any Date of Termination, until May 31, 2008 at no cost to the Employee. This period will not reduce the eligible COBRA period.

(d) The Employee shall not be required to mitigate the amount of any payments provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Agreement be reduced by any compensation earned by the Employee as the result of employment by another employer, or otherwise.

(e) Notwithstanding any provisions herein to the contrary, the Employee shall be entitled to receive all benefits to which the Employee is entitled as a terminated employee under the terms of any of the Company's qualified employee benefit plans and any other plan, program or arrangement relating to retirement or other benefits including, without limitation, any employee stock ownership plan or any plan now in effect or which is established (with approval of the Board of Directors) as a supplement to any of the aforenamed plans, except as otherwise provided in such plans as a result of the Employee's termination of employment.

Article 6. - Duties of Employee After Termination of Employment

Following any termination of Employee's employment and for a period of ninety (90) days thereafter, the Employee shall fully cooperate with the Company in all matters relating to the winding up and orderly transfer of the Employee's work on behalf of the Company. Not later than the effective date of any termination of the employment, the Employee will immediately deliver to the Company any and all of the Company's property of any kind or nature whatsoever in the Employee's possession, custody or control, including, without limitation any and all Confidential Information as that term is defined in Section 7 of this Agreement.

Article 7. - Confidential Information; Invention Assignment

7.1. Confidential Relationship. Employee understands and agrees that all company manuals, company policies, marketing plans and surveys, product designs, schematics, specifications and product location and installation data, formulae, processes, methods, machines, compositions, customer information, ideas, inventions, financial information and plans of the Company and all records, correspondence, files, customer lists, data and other information pertaining to or concerning the Company, its principals, vendors and customers (collectively the "**Confidential Information**") contain valuable confidential information that is owned by the Company, and, therefore, that during the period of employment hereunder and at all times thereafter, Employee shall not utilize such Confidential Information for his own benefit or for the benefit of any person or entity other than the Company, nor shall he divulge or communicate any such Confidential Information to any person or entity without the express authorization of the Company. Confidential Information shall not include any information that is or becomes generally available to the public other than as a result of a disclosure by Employee. The Employee agrees that, on the termination of his employment, he will immediately surrender to the Company any and all Confidential Information in his possession pertaining to the Company and its business.

7.2. Assignment of Rights. All inventions, discoveries, designs, developments, technology, computer programs, writings and reports that are made or conceived of by the Employee in the course of his employment with the Company, whether or not patentable or copyrightable, shall become and remain the sole property of the Company without additional compensation to Employee. The Employee recognizes that all such works shall be considered works-for-hire and hereby transfers and assigns any right, title, copyright and interest that Employee acquires in such works to the Company and will, from time to time, give the Company all reasonable assistance, execute all papers and do all things that may reasonably be required to protect and preserve the rights of the Company in such works.

7.3. No Breach of Other Obligations. The Employee represents that, in the course of performing services for the Company, he will not breach any agreement he may have with others with respect to confidential information, and will not bring to the Company or use in any way any materials or documents obtained from others under an agreement of confidentiality.

Article 8. - Source of Payments

All payments provided for under this Agreement shall be paid in cash from the general funds of the Company and no special or separate fund shall be established and no other segregation of assets shall be made to assure payment. No trust or fiduciary relationship with respect to payments shall be deemed created hereby and, to the extent that any person acquires a right to receive payments hereunder, such right shall be no greater than the rights of a general creditor of the Company.

Article 9. - Miscellaneous

9.1. Indulgences, Etc. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

9.2. Notices. All notices or communications hereunder shall be in writing, addressed as follows:

To the Company:
Chairman of the Compensation Committee
of the Board of Directors
c/o Universal Stainless & Alloy Products, Inc.
600 Mayer Street
Bridgeville, PA 15017

To the Employee:
Clarence M. McAninch
113 Huron Drive
Carnegie, PA 15106

Any such notice or communication shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed as above (or to such other address as such party may designate in writing from time to time), and the actual date of receipt, as shown by the receipt therefor, shall determine the time at which notice was given.

9.3. Assignment; Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs and personal representatives of the Employee and the successors and assigns of the Company, but neither this Agreement nor any rights hereunder shall be assignable or otherwise subject to hypothecation by the Employee.

9.4. Entire Agreement; Amendment. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or any provision hereof waived at any time only by written agreement of the parties hereto.

9.5. Governing Law. This Agreement and its validity, interpretation, performance and enforcement shall be governed by the laws of the Commonwealth of Pennsylvania, other than the conflict of laws provisions of such laws.

9.6. Severability. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the remainder of such provision that is not held so invalid, and the remainder of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

9.7. Headings. The Article and Section headings in this Agreement are for convenience of reference only; they form no part of this Agreement and shall not affect its interpretation.

9.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Employee have duly executed this Agreement as of the day and year first written above.

UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC.

By: /s/ Dennis M. Oates
Title: President and Chief Executive Officer

EMPLOYEE

/s/ Clarence M. McAninch
Clarence M. McAninch

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 21st day of February 2008, by and between UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC., a Delaware corporation (the "Company"), and Paul A. McGrath (the "Executive").

WITNESSETH:

In consideration of the covenants and agreements herein contained, and intending to be legally bound hereby, the Company and Executive agree as follows:

Article 1. - Employment

1.1. Employment. The Company agrees to employ Executive, and Executive agrees to serve the Company, for the period stated in Article 2 hereof (the "Term of Employment") and upon the other terms and conditions herein provided.

1.2. Position and Responsibilities. The Company employs Executive, and Executive agrees to serve as Vice President of Administration, General Counsel and Corporate Secretary of the Company and to accept such other responsibilities as may be assigned to Executive by the Company from time to time during the Term of Employment.

1.3. Duties. During the Term of Employment, Executive shall devote all of his business time, attention, skill and efforts to the faithful performance of his duties hereunder.

Article 2. - Term

The initial term (the "Initial Term") of this Agreement shall commence on the date hereof and expire on December 31, 2010, unless this Agreement shall have been sooner terminated as hereinafter set forth or extended as described in the next sentence. On November 1, 2008, and on the first day of each month thereafter (each, an "Extension Date"), the term of this Agreement shall be extended for one additional month unless one party delivers written notice to the other before the next succeeding Extension Date of its intention not to renew the term. If a notice of intention not to renew the term is delivered, this Agreement shall terminate on the date that is the last day of the month fifteen (15) months after the month in which such notice is delivered. The intention of this extension language is to provide for a term of this Agreement which is, after November 1, 2008, not less than fourteen (14) months or more than fifteen (15) months, unless sooner terminated as hereinafter set forth.

Article 3. - Compensation

3.1. Salary. As compensation to the Executive for the performance of services hereunder, the Company shall pay to the Executive a base annual salary (the "Salary") of $176,000.00. Installments of the Salary shall be paid to the Executive in accordance with the standard procedure of the Company, which at the present time is once every two weeks. During the period of this Agreement, Executive's salary shall be reviewed at least annually and may be increased if the Board of Directors of the Company (the "Board") acting after approval of the Compensation Committee (the "Compensation Committee"), determines that an increase is appropriate on the basis of the types of factors it generally takes into account in increasing the salaries of employees similarly situated in the Company.

3.2. Reimbursement of Expenses. The Company will reimburse the Executive for those customary and necessary business expenses incurred by him in the performance of his duties and activities on behalf of the Company. Except as provided in this Agreement, such expenses will be reimbursed only on presentation by the Executive of appropriate documentation to substantiate such expenses pursuant to the policies and procedures of the Company governing reimbursement of business expenses to its executives.

3.3. Participation in Plans. The Executive shall be entitled to participate in any life, medical, dental, health, hospitalization, travel, accident and/or disability insurance plans and in any sick leave and/or salary continuation plan, vacation (which shall not be less than three (3) weeks per year), holiday pay, retirement or employee benefit plan or program generally offered by the Company to its salaried employees. In addition, Executive shall be entitled to participate in the variable incentive compensation plan and the Company shall pay the membership dues for Executive at South Point Golf Club. Charges related to the use of the Club shall be the responsibility of the Executive.

Article 4. - Termination of Employment

4.1. Definitions. For the purposes hereof:

(a) "**Disability**" shall be deemed to have occurred when the Executive is eligible, due to a health condition, to collect benefits under the Company's short term disability plan and has been determined by the Board of Directors to be unable to perform substantially the duties associated with the Executives position for a period of three months.

(b) "**Cause**" shall mean any of the following: (i) Executive's personal dishonesty or willful misconduct; (ii) Executive's willful violation of any law or material rule or regulation, provided that such violation is demonstrably injurious to the assets, operations or business prospects of the Company; (iii) the conversion or embezzlement for the personal benefit of the Executive of corporate funds or property or a material business opportunity of the Company; (iv) the misuse by the Executive for his personal benefit of any trade secrets or other information of the Company in violation of the provisions of Article 7 of this Agreement; or (v) Executive's material breach of any other provision of this Agreement which is not cured within thirty (30) days of receipt of notice of such breach from Company.

(c) "**Good Reason**" shall, absent the Executive's consent to such action, mean the occurrence of any one of the following: (i) following a Change of Control, the removal of the Executive as Vice President of Administration, General Counsel and Corporate Secretary of the Company (by reason other than death, Disability or Cause); (ii) any breach by the Company of a material obligation under this Agreement; (iii) a substantial and material alteration in the nature or status of Executive's duties and responsibilities that renders the Executive's position to be of substantially less responsibility or scope; (iv) a material reduction by the Company in the

Executive’s Salary, except for proportional across-the-board salary reductions similarly affecting all senior executives of the Company; or (v) any material reduction by the Company of the benefits, taken as a whole, enjoyed by the Executive on the date of this Agreement under any savings, life insurance, medical, health and accident, disability or other employee welfare benefit plans or programs, including vacation programs, provided that this paragraph (v) shall not apply to any proportional across the board reduction or action similarly affecting all senior executives of the Company.

Notwithstanding the foregoing, no event of “Good Reason” shall be deemed to have occurred unless Executive provides to the Chairman of the Compensation Committee of the Board of Directors of the Company written notice of the facts and circumstances which Executive believes constitutes Good Reason under this Section 4.1(c) within 30 days of such initial occurrence and such facts and circumstances are not corrected or otherwise cured by the Company within thirty (30) days of receipt thereof. Termination by Executive for Good Reason must occur within 90 days of the initial occurrence of the Good Reason event.

For purposes of this Agreement, a Change of Control shall be deemed to have occurred on the earlier of (x) if, in any transaction or series of related transactions consummated in a ninety day period, more than fifty percent (50%) of the then outstanding voting common stock of the Company is sold to a person or group; (y) a merger or consolidation of the Company and another entity in which the Company is not the surviving corporation or in which more than fifty percent(50%) of the equity ownership of the Company changes, or (z) the sale of 50% or more of all of the assets of the Company.

(d) “**Notice of Termination**” shall mean written notice which shall indicate the specific termination or resignation provisions in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for such termination or resignation under the provision so indicated and the Company shall submit to the Executive a certified statement signed by the Chairman of the Compensation Committee of the Board of Directors of the Company approving such termination in the case of a Termination by the Company for Cause or Without Cause.

(e) “**Date of Termination**” shall mean the date specified in the Notice of Termination as the effective date the Executive’s employment is terminated for any reason or the Executive’s effective date of resignation, which ever is earlier.

Article 5. - Compensation Upon Termination

5.1. Death. If the Executive’s employment hereunder terminates by reason of his death, his beneficiaries shall be entitled to receive from the Company such amounts as are then provided pursuant to plans, programs or arrangements currently in effect or as approved from time to time by the Board of Directors.

5.2. Disability. If the Executive’s employment hereunder terminates by reason of his Disability, the Executive shall be entitled to receive such amounts as are then provided pursuant to Company’s then existing disability plans, programs or arrangements. Notwithstanding any provisions herein to the contrary, the Executive shall be entitled to receive all benefits to which the

Executive is entitled as a terminated employee under the terms of any of the Company's qualified employee benefit plans and any other plan, program or arrangement relating to retirement or other benefits including, without limitation, any employee stock ownership plan or any plan now in effect or which is established (with approval of the Board of Directors) as a supplement to any of the aforenamed plans, except as otherwise provided in such plans as a result of the Executive's termination of employment.

5.3. Cause. If the Executive's employment hereunder is terminated by the Company for Cause, the Company shall pay to the Executive his full base Salary through the Date of Termination but at a rate no greater than that in effect at the time Notice of Termination is given, and the Company shall have no further obligations to the Executive under this Agreement.

5.4. By the Company Without Cause or by the Executive by Resignation for Good Reason. If the Executive's employment hereunder is terminated by the Company without Cause or is terminated by the Executive pursuant to his resignation for Good Reason, then the Executive shall be entitled to the benefits provided below, which shall constitute complete satisfaction of the obligations of the Company to the Executive under this Agreement:

(a) The Company shall pay the Executive his full base Salary through the Date of Termination at the rate in effect at the time Notice of Termination is given.

(b) Subsequent to the Date of Termination, the Company shall pay as severance pay to the Executive, his full base salary at the rate in effect at the time Notice of Termination is given, paid on the Company's regular pay date schedule for a period of fifteen months. Such payment shall be less applicable taxes and mandatory deductions. The Company and Executive agree that this section (5.4 (b)) of this Agreement may, at the request of either party hereto, be modified to prevent the Executive from incurring any liability for tax payments prior to the time when the payments are made. Any such mutually agreed written modification signed by the parties hereto, will not reduce the amount of severance due Executive or extend the payment schedule.

(c) The Company will provide health care benefits under the group policies covering the other corporate employees covering Medical, Dental, Vision and Prescription Drugs, subject to any changes made to the group policies, as provided prior to the Date of Termination for the Executive and eligible dependents, that were covered prior to any Date of Termination, for a period of fifteen (15) months at no cost to the Executive. This period will not reduce the eligible COBRA period.

(d) The Executive shall not be required to mitigate the amount of any payments provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer, or otherwise.

(e) Notwithstanding any provisions herein to the contrary, the Executive shall be entitled to receive all benefits to which the Executive is entitled as a terminated employee under the terms of any of the Company's qualified employee benefit plans and any other plan, program or arrangement relating to retirement or other benefits including, without limitation, any employee stock ownership plan or any plan now in effect or which is established (with approval of the Board of Directors) as a supplement to any of the aforenamed plans, except as otherwise provided in such plans as a result of the Executive's termination of employment.

Article 6. - Duties of Executive After Termination of Employment

Following any termination of Executive's employment and for a period of ninety (90) days thereafter, the Executive shall fully cooperate with the Company in all matters relating to the winding up and orderly transfer of the Executive's work on behalf of the Company. Not later than the effective date of any termination of the employment, the Executive will immediately deliver to the Company any and all of the Company's property of any kind or nature whatsoever in the Executive's possession, custody or control, including, without limitation any and all Confidential Information as that term is defined in Section 7 of this Agreement.

Article 7. - Confidential Information; Invention Assignment

7.1. Confidential Relationship. Executive understands and agrees that all company manuals, company policies, marketing plans and surveys, product designs, schematics, specifications and product location and installation data, formulae, processes, methods, machines, compositions, customer information, ideas, inventions, financial information and plans of the Company and all records, correspondence, files, customer lists, data and other information pertaining to or concerning the Company, its principals, vendors and customers (collectively the "**Confidential Information**") contain valuable confidential information that is owned by the Company, and, therefore, that during the period of employment hereunder and at all times thereafter, Executive shall not utilize such Confidential Information for his own benefit or for the benefit of any person or entity other than the Company, nor shall he divulge or communicate any such Confidential Information to any person or entity without the express authorization of the Company. Confidential Information shall not include any information that is or becomes generally available to the public other than as a result of a disclosure by Executive. The Executive agrees that, on the termination of his employment, he will immediately surrender to the Company any and all Confidential Information in his possession pertaining to the Company and its business.

7.2. Assignment of Rights. All inventions, discoveries, designs, developments, technology, computer programs, writings and reports that are made or conceived of by the Executive in the course of his employment with the Company, whether or not patentable or copyrightable, shall become and remain the sole property of the Company without additional compensation to Executive. The Executive recognizes that all such works shall be considered works-for-hire and hereby transfers and assigns any right, title, copyright and interest that Executive acquires in such works to the Company and will, from time to time, give the Company all reasonable assistance, execute all papers and do all things that may reasonably be required to protect and preserve the rights of the Company in such works.

7.3. No Breach of Other Obligations. The Executive represents that, in the course of performing services for the Company, he will not breach any agreement he may have with others with respect to confidential information, and will not bring to the Company or use in any way any materials or documents obtained from others under an agreement of confidentiality.

Article 8. - Source of Payments

All payments provided for under this Agreement shall be paid in cash from the general funds of the Company and no special or separate fund shall be established and no other segregation of assets shall be made to assure payment. No trust or fiduciary relationship with respect to payments shall be deemed created hereby and, to the extent that any person acquires a right to receive payments hereunder, such right shall be no greater than the rights of a general creditor of the Company.

Article 9. - Miscellaneous

9.1. Indulgences, Etc. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

9.2. Notices. All notices or communications hereunder shall be in writing, addressed as follows:

To the Company:
Chairman of the Compensation Committee
of the Board of Directors
c/o Universal Stainless & Alloy Products, Inc.
600 Mayer Street
Bridgeville, PA 15017

To the Executive:
Paul A. McGrath
176 Fawn Valley Drive
McMurray, PA 15317

Any such notice or communication shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed as above (or to such other address as such party may designate in writing from time to time), and the actual date of receipt, as shown by the receipt therefor, shall determine the time at which notice was given.

9.3. Assignment; Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs and personal representatives of the Executive and the successors and assigns of the Company, but neither this Agreement nor any rights hereunder shall be assignable or otherwise subject to hypothecation by the Executive.

9.4. Entire Agreement; Amendment. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or any provision hereof waived at any time only by written agreement of the parties hereto.

9.5. Governing Law. This Agreement and its validity, interpretation, performance and enforcement shall be governed by the laws of the Commonwealth of Pennsylvania, other than the conflict of laws provisions of such laws.

9.6. Severability. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the remainder of such provision that is not held so invalid, and the remainder of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

9.7. Headings. The Article and Section headings in this Agreement are for convenience of reference only; they form no part of this Agreement and shall not affect its interpretation.

9.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Executive have duly executed this Agreement as of the day and year first written above.

UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC.

By: /s/ Dennis M. Oates
Title: President and Chief Executive Officer

EXECUTIVE

/s/ Paul A. McGrath
Paul A. McGrath

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 22nd day of February 2008, by and between UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC., a Delaware corporation (the "Company"), and Richard M. Ubinger (the "Executive").

WITNESSETH:

In consideration of the covenants and agreements herein contained, and intending to be legally bound hereby, the Company and Executive agree as follows:

Article 1. - Employment

1.1. Employment. The Company agrees to employ Executive, and Executive agrees to serve the Company, for the period stated in Article 2 hereof (the "Term of Employment") and upon the other terms and conditions herein provided.

1.2. Position and Responsibilities. The Company employs Executive, and Executive agrees to serve as Vice President of Finance, Chief Financial Officer and Treasurer of the Company and to accept such other responsibilities as may be assigned to Executive by the Company from time to time during the Term of Employment.

1.3. Duties. During the Term of Employment, Executive shall devote all of his business time, attention, skill and efforts to the faithful performance of his duties hereunder.

Article 2. - Term

The initial term (the "Initial Term") of this Agreement shall commence on the date hereof and expire on December 31, 2010, unless this Agreement shall have been sooner terminated as hereinafter set forth or extended as described in the next sentence. On November 1, 2008, and on the first day of each month thereafter (each, an "Extension Date"), the term of this Agreement shall be extended for one additional month unless one party delivers written notice to the other before the next succeeding Extension Date of its intention not to renew the term. If a notice of intention not to renew the term is delivered, this Agreement shall terminate on the date that is the last day of the month fifteen (15) months after the month in which such notice is delivered. The intention of this extension language is to provide for a term of this Agreement which is, after November 1, 2008, not less than fourteen (14) months or more than fifteen (15) months, unless sooner terminated as hereinafter set forth.

Article 3. - Compensation

3.1. Salary. As compensation to the Executive for the performance of services hereunder, the Company shall pay to the Executive a base annual salary (the "Salary") of $171,000.00. Installments of the Salary shall be paid to the Executive in accordance with the standard procedure of the Company, which at the present time is once every two weeks. During the period of this Agreement, Executive's salary shall be reviewed at least annually and may be increased if the Board of Directors of the Company (the "Board") acting after approval of the Compensation Committee (the "Compensation Committee"), determines that an increase is appropriate on the basis of the types of factors it generally takes into account in increasing the salaries of employees similarly situated in the Company.

3.2. Reimbursement of Expenses. The Company will reimburse the Executive for those customary and necessary business expenses incurred by him in the performance of his duties and activities on behalf of the Company. Except as provided in this Agreement, such expenses will be reimbursed only on presentation by the Executive of appropriate documentation to substantiate such expenses pursuant to the policies and procedures of the Company governing reimbursement of business expenses to its executives.

3.3. Participation in Plans. The Executive shall be entitled to participate in any life, medical, dental, health, hospitalization, travel, accident and/or disability insurance plans and in any sick leave and/or salary continuation plan, vacation (which shall not be less than three (3) weeks per year), holiday pay, retirement or employee benefit plan or program generally offered by the Company to its salaried employees. In addition, Executive shall be entitled to participate in the variable incentive compensation plan and the Company shall pay the membership dues for Executive at South Point Golf Club. Charges related to the use of the Club shall be the responsibility of the Executive.

Article 4. - Termination of Employment

4.1. Definitions. For the purposes hereof:

(a) **"Disability"** shall be deemed to have occurred when the Executive is eligible, due to a health condition, to collect benefits under the Company's short term disability plan and has been determined by the Board of Directors to be unable to perform substantially the duties associated with the Executives position for a period of three months.

(b) **"Cause"** shall mean any of the following: (i) Executive's personal dishonesty or willful misconduct; (ii) Executive's willful violation of any law or material rule or regulation, provided that such violation is demonstrably injurious to the assets, operations or business prospects of the Company; (iii) the conversion or embezzlement for the personal benefit of the Executive of corporate funds or property or a material business opportunity of the Company; (iv) the misuse by the Executive for his personal benefit of any trade secrets or other information of the Company in violation of the provisions of Article 7 of this Agreement; or (v) Executive's material breach of any other provision of this Agreement which is not cured within thirty (30) days of receipt of notice of such breach from Company.

(c) **"Good Reason"** shall, absent the Executive's consent to such action, mean the occurrence of any one of the following: (i) following a Change of Control, the removal of the Executive as Vice President of Finance, Chief Financial Officer and Treasurer of the Company (by reason other than death, Disability or Cause); (ii) any breach by the Company of a material obligation under this Agreement; (iii) a substantial and material alteration in the nature or status of Executive's duties and responsibilities that renders the Executive's position to be of substantially less responsibility or scope; (iv) a material reduction by the Company in the Executive's Salary, except for proportional across-the-board salary reductions similarly affecting all senior executives of the Company; or (v) any material reduction by the Company of the benefits, taken as a whole, enjoyed by the Executive on the date of this Agreement under any savings, life insurance, medical, health and accident, disability or other employee welfare benefit plans or programs, including vacation programs, provided that this paragraph (v) shall not apply to any proportional across the board reduction or action similarly affecting all senior executives of the Company.

Notwithstanding the foregoing, no event of "Good Reason" shall be deemed to have occurred unless Executive provides to the Chairman of the Compensation Committee of the Board of Directors of the Company written notice of the facts and circumstances which Executive believes constitutes Good Reason under this Section 4.1(c) within 30 days of such initial occurrence and such facts and circumstances are not corrected or otherwise cured by the Company within thirty (30) days of receipt thereof. Termination by Executive for Good Reason must occur within 90 days of the initial occurrence of the Good Reason event.

For purposes of this Agreement, a Change of Control shall be deemed to have occurred on the earlier of (x) if, in any transaction or series of related transactions consummated in a ninety day period, more than fifty percent (50%) of the then outstanding voting common stock of the Company is sold to a person or group; (y) a merger or consolidation of the Company and another entity in which the Company is not the surviving corporation or in which more than fifty percent (50%) of the equity ownership of the Company changes, or (z) the sale of 50% or more of all of the assets of the Company.

(d) **"Notice of Termination"** shall mean written notice which shall indicate the specific termination or resignation provisions in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for such termination or resignation under the provision so indicated and the Company shall submit to the Executive a certified statement signed by the Chairman of the Compensation Committee of the Board of Directors of the Company approving such termination in the case of a Termination by the Company for Cause or Without Cause.

(e) **"Date of Termination"** shall mean the date specified in the Notice of Termination as the effective date the Executive's employment is terminated for any reason or the Executive's effective date of resignation, which ever is earlier.

Article 5. - Compensation Upon Termination

5.1. Death. If the Executive's employment hereunder terminates by reason of his death, his beneficiaries shall be entitled to receive from the Company such amounts as are then provided pursuant to plans, programs or arrangements currently in effect or as approved from time to time by the Board of Directors.

5.2. Disability. If the Executive's employment hereunder terminates by reason of his Disability, the Executive shall be entitled to receive such amounts as are then provided pursuant to Company's then existing disability plans, programs or arrangements. Notwithstanding any provisions herein to the contrary, the Executive shall be entitled to receive all benefits to which the Executive is entitled as a terminated employee under the terms of any of the Company's qualified employee benefit plans and any other plan, program or arrangement relating to retirement or other benefits including, without limitation, any employee stock ownership plan or any plan now in effect or which is established (with approval of the Board of Directors) as a supplement to any of the aforenamed plans, except as otherwise provided in such plans as a result of the Executive's termination of employment.

5.3. Cause. If the Executive's employment hereunder is terminated by the Company for Cause, the Company shall pay to the Executive his full base Salary through the Date of Termination but at a rate no greater than that in effect at the time Notice of Termination is given, and the Company shall have no further obligations to the Executive under this Agreement.

5.4. By the Company Without Cause or by the Executive by Resignation for Good Reason. If the Executive's employment hereunder is terminated by the Company without Cause or is terminated by the Executive pursuant to his resignation for Good Reason, then the Executive shall be entitled to the benefits provided below, which shall constitute complete satisfaction of the obligations of the Company to the Executive under this Agreement:

(a) The Company shall pay the Executive his full base Salary through the Date of Termination at the rate in effect at the time Notice of Termination is given.

(b) Subsequent to the Date of Termination, the Company shall pay as severance pay to the Executive, his full base salary at the rate in effect at the time Notice of Termination is given, paid on the Company's regular pay date schedule for a period of fifteen months. Such payment shall be less applicable taxes and mandatory deductions. The Company and Executive agree that this section (5.4 (b)) of this Agreement may, at the request of either party hereto, be modified to prevent the Executive from incurring any liability for tax payments prior to the time when the payments are made. Any such mutually agreed written modification signed by the parties hereto, will not reduce the amount of severance due Executive or extend the payment schedule.

(c) The Company will provide health care benefits under the group policies covering the other corporate employees covering Medical, Dental, Vision and Prescription Drugs, subject to any changes made to the group policies, as provided prior to the Date of Termination for the Executive and eligible dependents, that were covered prior to any Date of Termination, for a period of fifteen (15) months at no cost to the Executive. This period will not reduce the eligible COBRA period.

(d) The Executive shall not be required to mitigate the amount of any payments provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer, or otherwise.

(e) Notwithstanding any provisions herein to the contrary, the Executive shall be entitled to receive all benefits to which the Executive is entitled as a terminated employee under the terms of any of the Company's qualified employee benefit plans and any other plan, program or arrangement relating to retirement or other benefits including, without limitation, any employee stock ownership plan or any plan now in effect or which is established (with approval of the Board of Directors) as a supplement to any of the aforenamed plans, except as otherwise provided in such plans as a result of the Executive's termination of employment.

Article 6. - Duties of Executive After
Termination of Employment

Following any termination of Executive's employment and for a period of ninety (90) days thereafter, the Executive shall fully cooperate with the Company in all matters relating to the winding up and orderly transfer of the Executive's work on behalf of the Company. Not later than the effective date of any termination of the employment, the Executive will immediately deliver to the Company any and all of the Company's property of any kind or nature whatsoever in the Executive's possession, custody or control, including, without limitation any and all Confidential Information as that term is defined in Section 7 of this Agreement.

Article 7. - Confidential Information; Invention Assignment

7.1. Confidential Relationship. Executive understands and agrees that all company manuals, company policies, marketing plans and surveys, product designs, schematics, specifications and product location and installation data, formulae, processes, methods, machines, compositions, customer information, ideas, inventions, financial information and plans of the Company and all records, correspondence, files, customer lists, data and other information pertaining to or concerning the Company, its principals, vendors and customers (collectively the **"Confidential Information"**) contain valuable confidential information that is owned by the Company, and, therefore, that during the period of employment hereunder and at all times thereafter, Executive shall not utilize such Confidential Information for his own benefit or for the benefit of any person or entity other than the Company, nor shall he divulge or communicate any such Confidential Information to any person or entity without the express authorization of the Company. Confidential Information shall not include any information that is or becomes generally available to the public other than as a result of a disclosure by Executive. The Executive agrees that, on the termination of his employment, he will immediately surrender to the Company any and all Confidential Information in his possession pertaining to the Company and its business.

7.2. Assignment of Rights. All inventions, discoveries, designs, developments, technology, computer programs, writings and reports that are made or conceived of by the Executive in the course of his employment with the Company, whether or not patentable or copyrightable, shall become and remain the sole property of the Company without additional compensation to Executive. The Executive recognizes that all such works shall be considered works-for-hire and hereby transfers and assigns any right, title, copyright and interest that Executive acquires in such works to the Company and will, from time to time, give the Company all reasonable assistance, execute all papers and do all things that may reasonably be required to protect and preserve the rights of the Company in such works.

7.3. No Breach of Other Obligations. The Executive represents that, in the course of performing services for the Company, he will not breach any agreement he may have with others with respect to confidential information, and will not bring to the Company or use in any way any materials or documents obtained from others under an agreement of confidentiality.

Article 8. - Source of Payments

All payments provided for under this Agreement shall be paid in cash from the general funds of the Company and no special or separate fund shall be established and no other segregation of assets shall be made to assure payment. No trust or fiduciary relationship with respect to payments shall be deemed created hereby and, to the extent that any person acquires a right to receive payments hereunder, such right shall be no greater than the rights of a general creditor of the Company.

Article 9. - Miscellaneous

9.1. Indulgences, Etc. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

9.2. Notices. All notices or communications hereunder shall be in writing, addressed as follows:

To the Company:
Chairman of the Compensation Committee
of the Board of Directors
c/o Universal Stainless & Alloy Products, Inc.
600 Mayer Street
Bridgeville, PA 15017

To the Executive:
Richard M. Ubinger
102 Pin Oak Court
Venetia, PA 15367

Any such notice or communication shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed as above (or to such other address as such party may designate in writing from time to time), and the actual date of receipt, as shown by the receipt therefor, shall determine the time at which notice was given.

9.3. Assignment; Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs and personal representatives of the Executive and the successors and assigns of the Company, but neither this Agreement nor any rights hereunder shall be assignable or otherwise subject to hypothecation by the Executive.

9.4. Entire Agreement; Amendment. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or any provision hereof waived at any time only by written agreement of the parties hereto.

9.5. Governing Law. This Agreement and its validity, interpretation, performance and enforcement shall be governed by the laws of the Commonwealth of Pennsylvania, other than the conflict of laws provisions of such laws.

9.6. Severability. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the remainder of such provision that is not held so invalid, and the remainder of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

9.7. Headings. The Article and Section headings in this Agreement are for convenience of reference only; they form no part of this Agreement and shall not affect its interpretation.

9.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Executive have duly executed this Agreement as of the day and year first written above.

UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC.

By: /s/ Dennis M. Oates
Title: President and Chief Executive Officer

EXECUTIVE

/s/ Richard M. Ubinger
Richard M. Ubinger

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 21st day of December 2007, by and between UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC., a Delaware corporation (the “Company”), and Dennis M. Oates (the “Executive”).

WITNESSETH:

In consideration of the covenants and agreements herein contained, and intending to be legally bound hereby, the Company and Executive agree as follows:

Article 1. - Employment

1.1. Employment. The Company agrees to employ Executive, and Executive agrees to serve the Company, for the period stated in Article 2 hereof (the “Term of Employment”) and upon the other terms and conditions herein provided.

1.2. Position and Responsibilities. The Company employs Executive, and Executive agrees to serve as President and Chief Executive Officer (CEO) of the Company and to accept such other responsibilities as may be assigned to Executive by the Company from time to time during the Term of Employment.

1.3. Duties. During the Term of Employment, Executive shall devote all of his business time, attention, skill and efforts to the faithful performance of his duties hereunder.

Article 2. - Term

The Term of Employment shall commence as of January 2, 2008 (the “Effective Date”), and shall continue until December 31, 2008 (the “Initial Term”). Thereafter, subject to the termination provisions of this Agreement, this Agreement will be automatically extended for successive one year terms unless either party provides written notice to the other party on or before October 31 of any year of his or its election not to extend the term of this Agreement.

Article 3. - Compensation

3.1. Salary. As compensation to the Executive for the performance of services hereunder, the Company shall pay to the Executive a base salary (the “Salary”) of $300,000.00. Installments of the Salary shall be paid to the Executive in accordance with the standard procedure of the Company, which at the present time is once every two weeks. During the period of this Agreement, Executive’s salary shall be reviewed at least annually and may be increased if the Board of Directors of the Company (the “Board”) acting after approval of the Compensation Committee (the “Compensation Committee”), determines that an increase is appropriate on the basis of the types of factors it generally takes into account in increasing the salaries of employees similarly situated in the Company.

3.2. Reimbursement of Expenses. The Company will reimburse the Executive for those customary and necessary business expenses incurred by him in the performance of his duties and activities on behalf of the Company. Except as provided in this Agreement, such expenses will be reimbursed only on presentation by the Executive of appropriate documentation to substantiate such expenses pursuant to the policies and procedures of the Company governing reimbursement of business expenses to its executives.

3.3. Participation in Plans. The Executive shall be entitled to participate in any life, medical, dental, health, hospitalization, travel, accident and/or disability insurance plans and in any sick leave and/or salary continuation plan, vacation (which shall not be less than three (3) weeks per year), holiday pay, retirement or employee benefit plan or program generally offered by the Company to its salaried employees. In addition, Executive shall be entitled to participate in the variable incentive compensation plan and the perquisites described on Schedule A attached hereto.

Article 4. - Termination of Employment

4.1. Definitions. For the purposes hereof:

(a) **"Disability"** shall be deemed to have occurred when the Executive is eligible, due to a health condition, to collect benefits under the Company's short term disability plan and has been determined by the Board of Directors to be unable to perform substantially the duties associated with the Executives position for a period of three months.

(b) **"Cause"** shall mean any of the following: (i) Executive's personal dishonesty or willful misconduct; (ii) Executive's willful violation of any law or material rule or regulation, provided that such violation is demonstrably injurious to the assets, operations or business prospects of the Company; (iii) the conversion or embezzlement for the personal benefit of the Executive of corporate funds or property or a material business opportunity of the Company; (iv) the misuse by the Executive for his personal benefit of any trade secrets or other information of the Company in violation of the provisions of Article 7 of this Agreement; or (v) Executive's material breach of any other provision of this Agreement which is not cured within thirty (30) days of receipt of notice of such breach from Company.

(c) **"Good Reason"** shall, absent the Executive's consent to such action, mean the occurrence of any one of the following: (i) following a Change of Control, the removal of the Executive as President and CEO of the Company (by reason other than death, Disability or Cause); (ii) any breach by the Company of a material obligation under this Agreement; (iii) a substantial and material alteration in the nature or status of Executive's duties and responsibilities that renders the Executive's position to be of substantially less responsibility or scope; (iv) a material reduction by the Company in the Executive's Salary, except for proportional across-the-board salary reductions similarly affecting all senior executives of the Company; or (v) any material reduction by the Company of the benefits, taken as a whole, enjoyed by the Executive on the date of this Agreement under any savings, life insurance, medical, health and accident, disability or other employee welfare benefit plans or programs, including vacation programs, provided that this paragraph (v) shall not apply to any proportional across the board reduction or action similarly affecting all senior executives of the Company.

Notwithstanding the foregoing, no event of "Good Reason" shall be deemed to have occurred unless Executive provides to the Chairman of the Compensation Committee of the Board of Directors of the Company written notice of the facts and circumstances which Executive believes constitutes Good Reason under this Section 4.1(c) within 30 days of such initial occurrence and such facts and circumstances are not corrected or otherwise cured by the Company within thirty (30) days of receipt thereof. Termination by Executive for Good Reason must occur within 90 days of the initial occurrence of the Good Reason event.

For purposes of this Agreement, a Change of Control shall be deemed to have occurred on the earlier of (x) if, in any transaction or series of related transactions consummated in a ninety day period, more than fifty percent (50%) of the then outstanding voting common stock of the Company is sold to a person or group; (y) a merger or consolidation of the Company and another entity in which the Company is not the surviving corporation or in which more than fifty percent (50%) of the equity ownership of the Company changes, or (z) the sale of 50% or more of all of the assets of the Company.

(d) **"Notice of Termination"** shall mean written notice which shall indicate the specific termination or resignation provisions in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for such termination or resignation under the provision so indicated and the Company shall submit to the Executive a certified statement signed by the Chairman of the Compensation Committee of the Board of Directors of the Company approving such termination in the case of a Termination by the Company for Cause or Without Cause.

(e) **"Date of Termination"** shall mean the date specified in the Notice of Termination as the effective date the Executive's employment is terminated for any reason or the Executive's effective date of resignation, which ever is earlier.

Article 5. - Compensation Upon Termination

5.1. Death. If the Executive's employment hereunder terminates by reason of his death, his beneficiaries shall be entitled to receive from the Company such amounts as are then provided pursuant to plans, programs or arrangements currently in effect or as approved from time to time by the Board of Directors.

5.2. Disability. If the Executive's employment hereunder terminates by reason of his Disability, the Executive shall be entitled to receive such amounts as are then provided pursuant to Company's then existing disability plans, programs or arrangements. Notwithstanding any provisions herein to the contrary, the Executive shall be entitled to receive all benefits to which the Executive is entitled as a terminated employee under the terms of any of the Company's qualified employee benefit plans and any other plan, program or arrangement relating to retirement or other benefits including, without limitation, any employee stock ownership plan or any plan now in effect or which is established (with approval of the Board of Directors) as a supplement to any of the aforenamed plans, except as otherwise provided in such plans as a result of the Executive's termination of employment.

5.3. Cause. If the Executive's employment hereunder is terminated by the Company for Cause, the Company shall pay to the Executive his full base Salary through the Date of Termination but at a rate no greater than that in effect at the time Notice of Termination is given, and the Company shall have no further obligations to the Executive under this Agreement.

5.4. By the Company Without Cause or by the Executive by Resignation for Good Reason. If the Executive's employment hereunder is terminated by the Company without Cause or is terminated by the Executive pursuant to his resignation for Good Reason, then the Executive shall be entitled to the benefits provided below, which shall constitute complete satisfaction of the obligations of the Company to the Executive under this Agreement:

(a) The Company shall pay the Executive his full annual base Salary through the Date of Termination at the rate in effect at the time Notice of Termination is given.

(b) Subsequent to the Date of Termination, the Company shall pay as severance pay to the Executive, a lump sum severance payment equal to 18 months of the Executive's base monthly Salary at the rate in effect at the time Notice of Termination is given. Such payment shall be less applicable taxes and mandatory deductions, paid on or before the 30th calendar day after the Date of Termination.

(c) The Company will provide health care benefits under the group policies covering the other corporate employees covering Medical, Dental, Vision and Prescription Drugs, subject to any changes made to the group policies, as provided prior to the Date of Termination for the Executive and eligible dependents, that were covered prior to any Date of Termination, for a period of eighteen (18) months at no cost to the Executive. This period will not reduce the eligible COBRA period.

(d) The Executive shall not be required to mitigate the amount of any payments provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer, or otherwise.

(e) Notwithstanding any provisions herein to the contrary, the Executive shall be entitled to receive all benefits to which the Executive is entitled as a terminated employee under the terms of any of the Company's qualified employee benefit plans and any other plan, program or arrangement relating to retirement or other benefits including, without limitation, any employee stock ownership plan or any plan now in effect or which is established (with approval of the Board of Directors) as a supplement to any of the aforenamed plans, except as otherwise provided in such plans as a result of the Executive's termination of employment.

Article 6. - Duties of Executive After Termination of Employment

Following any termination of Executive's employment and for a period of ninety (90) days thereafter, the Executive shall fully cooperate with the Company in all matters relating to the winding up and orderly transfer of the Executive's work on behalf of the Company. Not later than the effective date of any termination of the employment, the Executive will immediately deliver to the Company any and all of the Company's property of any kind or nature whatsoever in the Executive's possession, custody or control, including, without limitation any and all Confidential Information as that term is defined in Section 7 of this Agreement.

Article 7. - Confidential Information; Invention Assignment

7.1. Confidential Relationship. Executive understands and agrees that all company manuals, company policies, marketing plans and surveys, product designs, schematics, specifications and product location and installation data, formulae, processes, methods, machines, compositions, customer information, ideas, inventions, financial information and plans of the Company and all records, correspondence, files, customer lists, data and other information pertaining to or concerning the Company, its principals, vendors and customers (collectively the **"Confidential Information"**) contain valuable confidential information that is owned by the Company, and, therefore, that during the period of employment hereunder and at all times thereafter, Executive shall not utilize such Confidential Information for his own benefit or for the benefit of any person or entity other than the Company, nor shall he divulge or communicate any such Confidential Information to any person or entity without the express authorization of the Company. Confidential Information shall not include any information that is or becomes generally available to the public other than as a result of a disclosure by Executive. The Executive agrees that, on the termination of his employment, he will immediately surrender to the Company any and all Confidential Information in his possession pertaining to the Company and its business.

7.2. Assignment of Rights. All inventions, discoveries, designs, developments, technology, computer programs, writings and reports that are made or conceived of by the Executive in the course of his employment with the Company, whether or not patentable or copyrightable, shall become and remain the sole property of the Company without additional compensation to Executive. The Executive recognizes that all such works shall be considered works-for-hire and hereby transfers and assigns any right, title, copyright and interest that Executive acquires in such works to the Company and will, from time to time, give the Company all reasonable assistance, execute all papers and do all things that may reasonably be required to protect and preserve the rights of the Company in such works.

7.3. No Breach of Other Obligations. The Executive represents that, in the course of performing services for the Company, he will not breach any agreement he may have with others with respect to confidential information, and will not bring to the Company or use in any way any materials or documents obtained from others under an agreement of confidentiality.

Article 8. - Source of Payments

All payments provided for under this Agreement shall be paid in cash from the general funds of the Company and no special or separate fund shall be established and no other segregation of assets shall be made to assure payment. No trust or fiduciary relationship with respect to payments shall be deemed created hereby and, to the extent that any person acquires a right to receive payments hereunder, such right shall be no greater than the rights of a general creditor of the Company.

Article 9. - Miscellaneous

9.1. Indulgences, Etc. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

9.2. Notices. All notices or communications hereunder shall be in writing, addressed as follows:

To the Company:
Chairman of the Compensation Committee
of the Board of Directors
c/o Universal Stainless & Alloy Products, Inc.
600 Mayer Street
Bridgeville, PA 15017

To the Executive:
Dennis M. Oates
1302 Eaves Spring Court
Malvern, PA 19355

Any such notice or communication shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed as above (or to such other address as such party may designate in writing from time to time), and the actual date of receipt, as shown by the receipt therefor, shall determine the time at which notice was given.

9.3. Assignment; Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs and personal representatives of the Executive and the successors and assigns of the Company, but neither this Agreement nor any rights hereunder shall be assignable or otherwise subject to hypothecation by the Executive.

9.4. Entire Agreement; Amendment. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or any provision hereof waived at any time only by written agreement of the parties hereto.

9.5. Governing Law. This Agreement and its validity, interpretation, performance and enforcement shall be governed by the laws of the Commonwealth of Pennsylvania, other than the conflict of laws provisions of such laws.

9.6. Severability. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the remainder of such provision that is not held so invalid, and the remainder of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

9.7. Headings. The Article and Section headings in this Agreement are for convenience of reference only; they form no part of this Agreement and shall not affect its interpretation.

9.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Executive have duly executed this Agreement as of the day and year first written above.

UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC.

By: /s/ C. M. McAninch
Title: Chairman and Chief Executive Officer

EXECUTIVE

/s/ Dennis M. Oates
Dennis M. Oates

Schedule A
Incentive Compensation
And Perquisites

1. **Incentive Compensation.** Executive will be entitled to participate in the Company's variable incentive compensation plan. The maximum award under such plan for the Executive shall be 100% of his annual base Salary. For calendar year 2008, the minimum incentive compensation award for Executive shall be $200,000.00. All payments under the variable incentive compensation plan shall subject to the terms and conditions of variable incentive compensation plan.

2. **Stock Options.** Executive shall be granted 50,000 stock options pursuant to the Company's stock option plan. The exercise price of the stock options will be the closing price of the Company's common stock on the Effective Date. One forth of the stock options will vest on each of the first four anniversaries of the Effective Date. All stock options shall be subject to the terms and conditions of a separate stock option agreement to be entered into by Executive and the Company.

3. **Automobile.** The Company shall provide the Executive with an automobile. The Company also shall reimburse the Executive for normal operating expenses associated with his automobile such as gas, oil and tires.

4. **Moving Expenses.** A moving and relocation allowance will be provided as follows: $100,000 to be paid in a lump sum upon Executive's relocation to the Greater Pittsburgh metropolitan area.

5. **Club Membership.** The Company shall pay the membership dues for Executive at South Point Golf Club. Charges related to the use of the Club shall be the responsibility of the Executive.

6. **Life Insurance.** The Company shall pay the premium during the term of this Agreement for a one million dollar, 10 year term, personal life insurance policy with the Executive being the insured and owner of the policy, and the Executive designating the beneficiary. This provision is subject to the Executive submitting to and successfully completing any required physicals to qualify for such policy and that such annual premium be less than $25,000.00.

7. **Temporary Living Expense** For a period of six months starting with the commencement of employment the Company shall reimburse Executive for the cost of local extended stay hotel expenses and a per diem of $25.00 for meals.

Exhibit 21.1

SUBSIDIARIES OF REGISTRANT

Below are the only active wholly-owned subsidiaries of the registrant and its jurisdiction of organization.

Doing Business As	State of Incorporation
Dunkirk Specialty Steel, LLC	Delaware
USAP Holdings, Inc.	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 33-90970, No. 333-13509, No. 333-13511, No. 333-13599, No. 333-100263 and No. 333-136984) of Universal Stainless & Alloy Products, Inc. of our report dated March 6, 2008 relating to the consolidated financial statements and financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ Schneider Downs & Co., Inc.

Schneider Downs & Co., Inc.
Pittsburgh, Pennsylvania
March 6, 2008

EXHIBIT 31.1

CERTIFICATION

I, Dennis M. Oates, certify that:

1. I have reviewed this Annual Report on Form 10-K of Universal Stainless & Alloy Products, Inc.;

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

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

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

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

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

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

    d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth 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.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of 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: March 6, 2008

/s/ Dennis M. Oates

Dennis M. Oates
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Richard M. Ubinger, certify that:

1. I have reviewed this Annual Report on Form 10-K of Universal Stainless & Alloy Products, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of 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: March 6, 2008

/s/ Richard M. Ubinger
Richard M. Ubinger
Vice President of Finance,
Chief Financial Officer and Treasurer
(Principal Financial and Accounting 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 Annual Report on Form 10-K of Universal Stainless & Alloy Products, Inc. (the "Company") for the year ended December 31, 2007 as filed with the SEC on the date hereof (the "Report"), each of the undersigned, in the capacities and on the dates indicated below, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

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.

UNIVERSAL STAINLESS & ALLOY PRODUCTS, INC.

Date: March 6, 2008	/s/ Dennis M. Oates Dennis M. Oates President and Chief Executive Officer (Principal Executive Officer)
Date: March 6, 2008	/s/ Richard M. Ubinger Richard M. Ubinger Vice President of Finance, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)