
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) February 24, 2009 (February 24, 2009)

GIBRALTAR INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

0-22462

(Commission
File Number)

16-1445150

(IRS Employer
Identification No.)

3556 Lake Shore Road
P.O. Box 2028

Buffalo, New York 14219-0228

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (716) 826-6500

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement com
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).
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Item 5.02 Departure of Directors or Certain officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Execution of Change in Control Agreements

On February 20, 2009, the Company entered into Change in Control Agreements with Kenneth W. Smith, its Senior Vice President and Chief Financial Officer, Paul M. Murray, its Senior Vice President of Human Resources and Organizational Development, and Timothy J. Heasley, its Senior Vice President and Secretary.

The Change in Control Agreements provide that, if a change in control of the Company occurs, the officer would receive a lump sum payment if his employment is terminated without "Cause" or he resigns for "Good Reason" (each, defined in the Change in Control Agreement) within one (1) year following the change in control. The Change in Control Agreement with the Company's Chief Financial Officer provides that the amount which is payable to the Chief Financial Officer upon a termination of his employment is equal to two (2) times his Annual Compensation (as defined in the Change in Control Agreement). The Change in Control Agreements with the Company's Senior Vice President of Human Resources and Organizational Development and its Senior Vice President and Secretary provide that the amount which is payable to the officer upon a termination of his employment is a equal to the officer's Annual Compensation (as defined in the Change in Control Agreement). The three (3) Change in Control Agreements also provide, among other things, that upon the occurrence of a change in control, the officers will be entitled to: (1) accelerated vesting of certain equity compensation awards, (2) accelerated vesting and payment of deferred compensation, and (3) accelerated receipt of shares of common stock of the Company equal to the number of shares of common stock of the Company the officer is eligible to receive under any long term incentive compensation plan previously adopted by the Company, even though at the time the change in control of the Company occurs the additional shares of common stock of the Company may not have been earned by him.

The foregoing description of the Change in Control Agreements the Company entered into on February 20, 2009, is qualified in its entirety by reference to the terms and conditions of those Change in Control Agreements, copies of which are filed as Exhibits 10.3, 10.4 and 10.5 hereto and incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits

(d) Exhibits

- 10.1 Gibraltar Industries, Inc. Summary Description of Management Incentive Compensation Plan.
 - 10.2 Gibraltar Deferred Compensation Plan as Amended and Restated Effective January 1, 2009.
 - 10.3 Change in Control Agreement between the Company and Kenneth W. Smith dated February 20, 2009.
 - 10.4 Change in Control Agreement between the Company and Timothy J. Heasley dated February 20, 2009.
 - 10.5 Change in Control Agreement between the Company and Paul M. Murray dated February 20, 2009.
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 24, 2009

GIBRALTAR INDUSTRIES, INC.

/s/ Kenneth W. Smith

Name: Kenneth W. Smith

Title: Senior Vice President of
Finance and Chief
Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
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Exhibit 10.5	Change in Control Agreement between the Company and Paul M. Murray dated February 20, 2009.

SUMMARY DESCRIPTION
OF
ANNUAL MANAGEMENT INCENTIVE COMPENSATION PLAN

As previously disclosed in filings made with the Securities and Exchange Commission, Gibraltar Industries, Inc. (the “Company”) maintains an annual incentive compensation plan known as the Management Incentive Compensation Plan (“MICP”) for the benefit of its executive officers and other key employees of the Company and its subsidiaries. The MICP is designed to provide an alignment between the cash compensation paid to the Company’s management and the interests of the Company’s stockholders by rewarding management for performance that the Company believes will lead to improvements in stockholder value.

In the administration of the MICP, a targeted annual incentive compensation award, which is equal to a stated percentage of a participant’s annual base salary, is established for each participant. Participants are entitled to payment of their targeted annual incentive compensation award if the level of performance achieved by the Company with respect to objectively determinable performance criteria is equal to the targeted level of performance established for these performance criteria. Adjustments are made to the performance levels achieved by the Company with respect to the applicable performance criteria to eliminate the effect of restructuring charges and other non-routine transactions. The actual annual incentive compensation award which is paid to participants may be greater than or less than the targeted annual incentive compensation award to reflect the relationship between the actual level of performance achieved by the Company and the targeted level of performance. Participants will not be entitled to any annual incentive compensation award under the MICP if threshold performance levels established for the performance criteria are not achieved.

With respect to the Company’s executive officers, the targeted annual incentive compensation awards, performance criteria, targeted and threshold performance levels and relative weights to be attributed to each performance criterion under the MICP were initially established by the Compensation Committee of the Company’s Board of Directors in 2005 through an analysis of historic performance of the Company, benchmarking to its peer group and stretch performance criteria. These targeted incentives, performance criteria, thresholds, targets and weights are reviewed by the Compensation Committee on an annual basis and adjusted accordingly. With respect to participants in the MICP who are not executive officers of the Company, the targeted incentives, performance criteria, targeted and threshold performance levels and relative weights are established by the Company’s management.

GIBRALTAR DEFERRED COMPENSATION PLAN

Plan Effective August 1, 2004

As Amended and Restated Effective January 1, 2009

PREAMBLE

This Gibraltar Deferred Compensation Plan, formerly known as the “Air Vent Deferred Compensation Plan” (the “Plan”) was established effective August 1, 2004 to provide certain employees of Gibraltar Steel Corporation of New York (the “Company”) and its Affiliates the opportunity to defer receipt of taxable compensation and to provide for the notional investment of the compensation deferred.

The Plan is intended to be unfunded and maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(3) and 401(a) (1) of Title I of ERISA.

Except as otherwise provided herein, this amendment and restatement of the Plan, which is effective January 1, 2009, is intended to comply with final regulations promulgated under Internal Revenue Code (“Code”) Section 409A

This amendment and restatement of the Plan also provides for the merger into the Plan of the Gibraltar 401(k) Restoration Plan.

SECTION 1. DEFINITIONS. The following capitalized words and phrases shall have the following meanings in the Plan unless a different meaning is clearly required by the context:

1.1. “Account” means an account maintained on the books of the Company or its designee to record a Participant’s entitlement to future payments under the Plan. Accounts are record keeping devices only and do not reflect a segregation of funds.

1.2. “Account Balance” means the total amount of Employee Deferrals, Employer Contributions and Notional Earnings credited to a Participant’s Accounts at any given time.

1.3. “Affiliate” means an entity that is related to the Company within the meaning of Code Section 414(b) or 414(c) (Gibraltar Industries, Inc. and entities subject to 80% or greater control by Gibraltar Industries, Inc.). An entity is an “Affiliate” only during the time that it is related to the Company within the meaning of Code Section 414(b) or 414(c)

1.4. “Beneficiary” means a beneficiary designated by a Participant in accordance with Section 8 to receive the Participant’s Account Balance in the event the Participant dies before his Account has been fully distributed.

1.5. **“Bonus”** means compensation that is normally payable to a Participant in a single sum in the calendar year following the Service Year in which it was earned and is paid under an arrangement determined by the Committee to constitute a bonus arrangement.

1.6. **“Code”** means the Internal Revenue Code of 1986 as amended.

1.7. **“Committee”** means the Committee appointed by the Board of Directors of the Company, or its designee, that administers the Plan in accordance with Section 12.

1.8. **“Company”** means Gibraltar Steel Corporation of New York.

1.9. **“Deferral Election”** means an election filed with the Committee by a Participant in accordance with Section 3 to defer payment of a portion of Regular Compensation and/or Bonus earned with respect to services performed by the Participant during a given Service Year.

1.10. **“Employee Deferral”** means the portion of Regular Compensation and/or Bonus that is deferred under the Plan pursuant to a Participant’s Deferral Election.

1.11. **“Employee Deferral Account”** means an Account maintained on the books of the Company or its designee to record the Employee Deferrals and Notional Earnings thereon of a Participant. An Employee Deferral Account may have such subaccounts as the Committee determines to be necessary or convenient.

1.12. **“Employer”** means the Company and each entity that on the date of reference is an Affiliate.

1.13. **“Employer Contribution”** means a contribution deemed to be made under the Plan by the Employer on behalf of an employee that does not result from an Employee Deferral.

1.14. **“Employer Contribution Account”** means an Account maintained on the books of the Company or its designee to record Employer Contributions and Notional Earnings thereon. An Employer Contribution Account may have such sub-accounts as the Committee determines to be necessary or convenient.

1.15. **“ERISA”** means the Employee Retirement Income Security Act of 1974 as amended.

1.16. **“Irrevocable Date”** means the date on which a Participant’s Deferral Election becomes irrevocable. The Irrevocable Date for a Deferral Election made in the calendar year preceding the relevant Service Year is the December 31st preceding the relevant Service Year. The Irrevocable Date for a Deferral Election made by a Newly Eligible Employee during the calendar year that is the relevant Service Year is date on which the Deferral Election form is completed, signed and returned to the Committee.

1.17. “Newly Eligible Employee” means an employee who becomes eligible to participate in the Plan during a given Service Year and who was not eligible to participate in the Plan or in any other nonqualified deferred compensation plan sponsored by the Company or an Affiliate that is described in Treas. Reg. §1.409AI(c)(2)(A) (account balance plans permitting employee elective deferrals) during the 24 month period ending on the day before the day on which the employee becomes eligible to participate in this Plan (other than the accrual of earnings).

1.18. “Notional Earnings” means the hypothetical income, gain and/or loss deemed earned by a Participant’s Accounts which are deemed to be invested in one or more Notional Funds as provided in Section 5. Notional Earnings shall reflect any fees or expenses that would be imposed by or in connection with the real investment fund that serves as the basis for the Notional Fund to the same extent as if monies had actually been invested in such real investment fund.

1.19. “Notional Fund” means a deemed investment fund that returns Notional Earnings equal to the real income, gain or loss returned by a real investment fund, consisting of one or more stocks, bonds, mutual funds or other publicly traded securities, which is tracked by the Notional Fund.

1.20. “Participant” means an employee of the Company or an Affiliate who has become eligible to participate in the Plan in accordance with Section 2, and includes a former Participant whose Account Balance has not been completely paid from the Plan. The term “Participant” also includes an individual who has a Restoration Plan Account, regardless of whether such individual has ever become eligible to participate in the Plan in accordance with Section 2.

1.21. “Payment Event” means an event that occurs on a single date such as a Participant’s Separation from Service that triggers the payment of all or some of a Participant’s Account Balance.

1.22. “Plan” means this Gibraltar Deferred Compensation Plan formerly known as the “Air Vent Deferred Compensation Plan” as set forth herein and as amended.

1.23. “Regular Compensation” means salary that would be earned in a given Service Year and otherwise paid in that year (or deemed earned and otherwise paid in a given Service Year in accordance with Treas. Reg. §1.409A-2(a)(13) concerning a pay period that begins in one year and ends in the next year). Regular Compensation shall be determined in the same manner as compensation eligible for deferral under the Gibraltar 401(k) Plan except that Regular Compensation (i) is not limited by Code Section 401(a)(17) (limit on pensionable compensation), (ii) is not reduced by amounts deferred under this Plan, and (iii) does not include any Bonus.

1.24. “Restoration Plan Account” means an Account maintained on the books of the Company or its designee to record a Participant’s account balance under the

Restoration Plan which was merged into this Plan effective December 31, 2008 as provided in Section 20. A Restoration Plan Account may have such sub-accounts as the Committee determines to be necessary or convenient.

1.25. "Restoration Plan" means the Gibraltar 401(k) Restoration Plan which was established effective January 15, 2004 and which is merged into this Plan effective December 31, 2008 as provided in Section 20.

1.26. "Separation from Service"

(a) In General. "Separation from Service" means the Participant retires, or otherwise has a termination of employment with all Employers. However, the employment relationship is treated as continuing intact while the individual is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the individual retains a right to reemployment with an Employer under an applicable statute or by contract. A leave of absence constitutes a bona fide leave of absence only if there is a reasonable expectation that the Participant will return to perform services for an Employer. If the period of leave exceeds six months and the individual does not retain a right to reemployment under an applicable statute or by contract, the employment relationship is deemed to terminate on the first date immediately following such six-month period.

(b) Service As An Independent Contractor. If the Participant provides services to an Employer as an independent contractor, the Participant will not be considered to have a Separation from Service until the Participant has ceased providing services both as an employee and as an independent contractor. The preceding sentence shall not apply to the extent that the Participant's sole activity as an independent contractor with respect to the Employer is to serve on the Employer's Board of Directors

(c) Separation from Service in Connection with a Sale of Employer Assets. Where as part of a sale or other disposition of assets by an Employer ("Seller") to an unrelated entity ("Buyer"), an employee of the Seller would otherwise experience a Separation from Service with the Seller, the Seller and the Buyer may specify whether an employee providing services to the Seller immediately before the asset purchase transaction and providing services to the Buyer after and in connection with the asset purchase transaction has experienced a Separation from Service for purposes of this Section 1.26, provided that the asset purchase transaction results from bona fide, arm's length negotiations, all employees providing services to the Seller immediately before the asset purchase transaction and providing services to the Buyer after and in connection with the asset purchase transaction are treated consistently (regardless of position at the Seller) for purposes of applying the provisions of any nonqualified deferred compensation plan, *and such treatment is specified in writing no later than the closing date of the asset purchase transaction.*

(d) Application of Treasury Regulations. The definition of "Separation from Service" provided in this Section 1.26 is intended to follow the default rules of the

definition of "Separation from Service" set forth at Treas. Reg. §1.409A-1(h) and shall be construed accordingly.

1.27. "Service Year" means the calendar year during which the Participant performs services resulting in the earning of Regular Compensation or Bonus that is deferred pursuant to a Deferral Election.

1.28. "Specified Employee" means an Employee who is a "specified employee" within the meaning of Code Section 409A(2)(B)(i) and Regulation § 1.409A-1(i) as determined by the Company in a uniform manner for all nonqualified deferred compensation plans maintained by the Company under written rules adopted by the Company for the identification of Specified Employees as may be in effect and compliant with Regulation § 1.409A-1(i) on the date of the Employee's Separation from Service. If there are no written rules adopted by the Company for the identification of Specified Employees in effect and compliant with Regulation § 1.409A-1(i) on the date of the Employee's Separation from Service, then the default rules of Regulation § 1.409A-1(i) shall apply. (In general, Specified Employees are officers of the Company or an Affiliate who earned annual compensation greater than the amount provided in Code section 416(i)(1)(A)(i) (\$150,000 in 2008) or the highest paid 50 of such officers, if less.)

SECTION 2. ELIGIBILITY TO PARTICIPATE.

2.1. In General. Any employee of an Employer who is on the United States payroll and who is designated by the President of the Company with respect to a Service Year may be eligible to make Employee Deferrals under the Plan with respect to that Service Year. However, an employee shall not be eligible to participate in the Plan in a given Service Year unless the employee receives an invitation from the Committee to participate in such Service Year. A Newly Eligible Employee shall be deemed to have become eligible on the date the employee receives such an invitation.

2.2. Committee Discretion. Notwithstanding Section 2.1, the Committee may use such criteria it deems appropriate to determine which employees may be eligible to participate in the Plan in a given Service Year including, but not limited to, setting a threshold for expected compensation. Such criteria shall take into account that the Plan is maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

SECTION 3. EMPLOYEE DEFERRALS.

3.1. Amounts That May Be Deferred. A Participant may elect to defer receipt of up to 50% of his Regular Compensation earned during a given Service Year and/or up to 100% of his Bonus earned during a given Service Year. For purposes of this Section 3.1, Regular Compensation is deemed earned during a given Service Year if it is payable during that Service Year with respect to services performed during a regular

pay period that ends within that Service Year, and a Bonus is deemed earned during a given Service Year if it is payable during a calendar year following that Service Year with respect to services performed during that Service Year.

3.2. When and How Deferral Elections Are Made. A Participant shall make a Deferral Election by completing and signing a Deferral Election form prescribed by the Committee and returning the completed and signed form to the Committee on or before December 15 of the calendar year preceding the Service Year in which the compensation will be earned. The December 15 date may be extended in special circumstances in the discretion of the Committee but not beyond December 31. The Deferral Election shall specify a whole number percentage of the Regular Compensation and/or Bonus earned during the relevant Service Year that will be deferred. The Participant's initial Deferral Election shall also specify the time and manner of future payment of the amounts deferred and Notional Earnings attributable thereto in accordance with Section 7.1.

3.3. Special Rule for Newly Eligible Employees. Notwithstanding Section 3.2, in the case of a Newly Eligible Employee, the employee's initial Deferral Election may be filed with the Committee as late as 30 days after the employee has received an invitation to participate in the Plan, and will become irrevocable immediately upon filing, provided that the Deferral Election will not apply to Regular Compensation or Bonus earned with respect to services performed on or before the date on which the Deferral Election becomes irrevocable.

3.4. Deferral Elections Are Irrevocable.

(a) **General Rule.** A Deferral Election shall become irrevocable on the relevant Irrevocable Date. Once a Deferral Election becomes irrevocable, it shall remain in effect according to its terms until the last day of the Service Year to which it relates. A Deferral Election shall remain Irrevocable and shall be given effect even if the employee transfers to an Affiliate that has not adopted the Plan. An election to defer compensation (as distinguished from an election as to time and form of future payment of the deferred compensation) shall be effective for only one Service Year and the employee will have to make a new Deferral Election to defer compensation with respect to any subsequent Service Year.

(b) **Cancellation Following Hardship or Emergency Distribution.** Notwithstanding Section 3.4(a), a Deferral Election will be cancelled and no longer effective for the remainder of a Service Year in which the employee receives a payment on account of an unforeseeable emergency as provided in Section 10 or in which the employee receives a hardship distribution within the meaning of Treas. Reg. §1.401(k)-1(d)(3) from a 401(k) plan maintained by the Company or an Affiliate. The cancellation shall begin with the first pay period ending at least 10 days after payment on account of unforeseeable emergency or hardship distribution.

3.5. Employee Deferral Account. Employee Deferrals and all Notional Earnings

attributable thereto shall be credited to the Participant's Employee Deferral Account and shall be fully vested at all times.

SECTION 4. EMPLOYER CONTRIBUTIONS.

4.1. In General. An Employer may make Employer Contributions under the Plan on behalf of any one or more eligible employees or no employees with respect to any given Service Year but shall be under no obligation to do so unless and until the Employer has given an employee notice of an Employer Contribution as required in Section 4.2. Employer Contributions may be made in any amount and may be designed to function as matching contributions with respect to Employee Deferrals or may be unrelated to Employee Deferrals. Employer Contributions may be subject to such vesting restrictions (or none) as the Employer may elect. Employer Contributions shall not be dependent upon an employee's participation or nonparticipation under any other plan of any Employer.

4.2. Notice to Employee. Any Employer Contribution that will be made (or matching contribution that may be made) on behalf of an Employee with respect to a given Service Year shall be described to the employee in a written notice furnished to the employee by the Committee on or before the employee's Irrevocable Date for the relevant Service Year. Such notice shall describe the amount of the Employer Contribution, the conditions if any under which it will be made, and any vesting restriction applicable to the contribution.

4.3. Employer Contribution Account. Employer Contributions and all Notional Earnings attributable thereto shall be credited to the employee's Employer Contribution Account and shall become vested as provided in the notice furnished to the employee in accordance with Section 4.2.

4.4. Time and Form of Payment. An Employer Contribution made on behalf of an employee with respect to a given Service Year shall be paid at the same time and in the same form as any Employee Deferral made by the Employer with respect to such Service Year, as determined by the employee's payment election then in effect. If an Employer Contribution is made with respect to a Service Year for which no payment election is in effect, the Employer Contribution (including all Notional Earnings attributable thereto) shall be paid in a lump sum on the day following the six month anniversary of the employee's Separation from Service.

SECTION 5. DEEMED INVESTMENT OF ACCOUNTS BY PARTICIPANTS.

5.1. In General. A Participant may elect to have his Account(s) deemed invested in whole percentages in one or more Notional Funds selected by the Committee. In addition, a Participant may elect to have future Employee Deferrals and Employer Contributions deemed invested in any available Notional Fund in percentages different from the deemed investment of his existing Account(s).

5.2. Changing Deemed Investments. The Participant may change his investment elections with respect to existing Account(s) and/or future contributions by submitting appropriate directions to the recordkeeper for the Plan. The Committee shall provide the Participant with instructions for contacting the recordkeeper to submit such directions via telephone and/or internet. The Participant's deemed investment directions shall be subject to such rules and restrictions as the Committee and the recordkeeper may reasonably impose, however, in all events, the Participant shall be permitted to change deemed investment directions at least once per calendar month.

5.3. Period of Deemed Investment. Each Employee Deferral and Employer Contribution deemed made on behalf of a Participant shall be deemed invested in one or more Notional Funds as elected by the Participant or as provided in the default rule in Section 5.4 beginning within three days after the deferral or contribution is deemed credited to the Participant's Account (as determined by the Committee) and ending on the date preceding the date of payment.

5.4. Default Investments. During any period when a Participant fails to elect a separate investment for future Employee Deferrals and Employer Contributions, such future deferrals or contributions shall be deemed invested in the same manner as the Participant's existing Account(s). During any period when a Participant fails to elect an investment for his existing Account(s), the Account(s) shall be deemed 100% invested in such Notional Fund as may be selected by the Committee from time to time.

5.5. Notional Funds Available for Investment. The Committee shall select one or more Notional Funds to be made available for deemed investment under this Section 5, and it may increase or decrease the number of such funds, or substitute one fund for another fund, from time to time as it determines in its discretion. The Committee shall advise each Participant in writing of the Notional Funds available for deemed investment of the Participant's Account(s) and future contributions and of any changes in the available funds.

SECTION 6. VALUE OF PARTICIPANT ACCOUNTS.

6.1. Value of Accounts. The value of each Participant's Accounts shall include the Employee Deferrals and Employer Contributions credited thereto, increased or decreased by Notional Earnings as provided in Section 5. The Accounts will be valued daily.

6.2. Statement of Account. Statements will be sent to Participants reflecting the value of their Accounts following the end of each calendar year and at such other times as may be determined by the Committee. Statements may be provided electronically under rules determined by the Committee.

SECTION 7. PAYMENT OF A PARTICIPANT ACCOUNTS.

7.1. In General. A Participant's Account Balance shall be paid in a single lump

sum or, if elected by the Participant, in annual installments over a minimum of five (5) years and a maximum of ten (10) years, beginning on the date of the Participant's Separation from Service. If the Participant elects a lump sum, the lump sum will be paid within 60 days following the Participant's Separation from Service. If the Participant elects installments, the first installment will be paid within 60 days following the Participant's Separation from Service date and subsequent installments will be paid on the first and subsequent anniversaries of his Separation from Service date.

7.2. Six Month Delay for Specified Employees. If a Participant is a Specified Employee at the time of his Separation from Service then, notwithstanding Section 7.1, the lump sum payment or first installment payment shall be made on the day following the six month anniversary of the Participant's Separation from Service date and subsequent installment payments, if any, shall be made on the anniversaries of his Separation from Service date.

7.3. Lump Sum Payment of Accounts Not Exceeding \$25,000. If the value of a Participant's Accounts, determined as of the date of the Participant's Separation from Service, is \$25,000 or less, payment shall occur in a lump sum notwithstanding that the Participant has elected payment in installments.

7.4. Accelerated Payment To Participants Who Experience A Change in Control Event.

(a) Discretion To Terminate Plan. In the event that an Affected Participant (as defined in Section 7.4(e)) ceases to be an employee of any Employer as a result of a Change in Control Event (as defined in Section 7.4(f)), the Primary Obligor of the Affected Participant (as defined in Section 7.4(d)) may, in its discretion, take irrevocable action to terminate and liquidate the Plan with respect to the Affected Participant within the 30 days preceding or the 12 months following the Change in Control Event.

(b) Requirement That All Plans Be Terminated For All Affected Participants. The Primary Obligor's discretion to terminate and liquidate the Plan with respect to an Affected Participant is subject to the requirement that all agreements, methods, programs, and other arrangements sponsored by the Primary Obligor (and any entity related to the Primary Obligor within the meaning of Code Section 414(b) or 414(c)) immediately after the Change in Control Event with respect to which deferrals of compensation are treated as having been deferred under a single "plan" under Treas. Reg. §1.409A-1(c)(2) (concerning the required aggregation of like kinds of nonqualified deferred compensation "plans"), including this Plan, are terminated and liquidated with respect to each of its Affected Participants, so that under the terms of the termination and liquidation all of its Affected Participants are required to receive all amounts of compensation deferred under the terminated agreements, methods, programs, and other arrangements within 12 months of the date on which the Primary Obligor irrevocably takes all necessary action to terminate and liquidate the agreements, methods, programs, and other arrangements.

(c) Distribution of Account Balances. In the event that the Primary Obligor takes irrevocable action to terminate the Plan in accordance with Section 7.4(a), the Primary Obligor shall distribute to each of its Affected Participants his or her respective Account Balance in a lump sum within the time permitted under Treas. Reg. §1.409A3(J)(4)(ix)(B).

(d) Definition of "Primary Obligor". For purposes of this Section 7.4, the "Primary Obligor" with respect to a given Affected Participant is the entity that is primarily liable immediately after the Change in Control Event for the payment of deferred compensation under the Plan, to such Affected Participant. Such entity may be the Company, an Affiliate or the employer of the Affected Participant after the Change in Control Event (or an affiliate of such employer), as may be agreed by such entities in connection with the Change in Control Event.

(e) Definition of "Affected Participant". For purposes of this Section 7.4, an "Affected Participant" with respect to a given Primary Obligor is a Participant who ceases to be an employee of any Employer as a result of a Change in Control Event and for whom the Primary Obligor has primary liability after the Change in Control Event to pay the Participant's Account Balance under the Plan.

(f) Definition of "Change in Control Event." A Change in Control Event is a change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation within the meaning of Treas. Reg. §1.409A-3(i)(5).

(g) Application of Treasury Regulation. This section 7.4 shall be construed to effect the purpose of Treas. Reg. §1.409A-3(j)(4)(ix)(B).

SECTION 8. DESIGNATION OF BENEFICIARY. A Participant may designate a Beneficiary or Beneficiaries which designation shall be effective upon filing written notice with the Committee on the form prescribed by the Committee for that purpose. If there is no designated Beneficiary, the Beneficiary will be the Participant's estate. If more than one Beneficiary designation has been filed, the designation bearing the most recent date shall be deemed the governing designation and all prior designations shall be deemed revoked. The Committee's decision identifying the Participant's Beneficiary shall be final and binding on all persons provided it is made in good faith.

SECTION 9. PAYMENT FOLLOWING THE DEATH OF PARTICIPANT.

9.1. In General. In the event of a Participant's death before he or she has received the full value of his Account (including where the Participant is receiving installment payments), the balance of the Participant's Account shall be paid to his Beneficiary as provided in this Section 9.

9.2. Death Before Separation from Service. If the Participant dies before the Participant's Separation from Service, the Participant's Account Balance shall be paid

in a lump sum to the Participant's Beneficiary in the calendar year following the calendar year in which the Participant dies regardless of whether the Participant has elected a lump sum payment or installment payments.

9.3. Death After Separation from Service. If a Participant dies after the Participant's Separation from Service but before the payment of his entire Account Balance, the unpaid portion of his Account Balance shall be paid to his Beneficiary in a lump sum in the calendar year following the calendar year in which the Participant dies if the Participant elected a lump sum payment, and shall be paid to his Beneficiary in installments on the date or dates on which each such installment would have been paid to the Participant if the Participant elected installment payments.

9.4. Investment of Accounts Pending Payment. A Participant's Account shall continue to be invested pending distribution under this Section 9 in the same manner as the Account was invested at the time of the Participant's death provided, however, that to the extent a Participant's Account is payable to a Beneficiary in installments, as provided in Section 9.3, the Beneficiary shall be given the same right as Participants to change deemed investments in accordance with Section 5.

SECTION 10. UNFORESEEABLE EMERGENCY DISTRIBUTION.

10.1. Right To Request Payment. Notwithstanding anything in this Plan to the contrary, a Participant may request payment of all or a portion of his Account Balance in the event of an unforeseeable emergency by filing a written request with the Committee in a form acceptable to the Committee for that purpose. A Participant requesting such payment will be required to submit documentation of the unforeseeable emergency and proof that the loss is not covered by other means. The Participant's request may be granted solely in the absolute discretion of the Committee using the criteria set forth in Treas. Reg. §1.409A-3(i)(3).

10.2. Circumstances Where Payment Is Permitted. A payment on account of unforeseeable emergency will be made on a limited basis and only due to the Participant's or dependant's illness or accident, casualty loss of the Participant's property or similar circumstances arising out of events beyond the control of the Participant within the meaning of Treas. Reg. §1.409A-3(i)(3) as determined by the Committee in its discretion. No member of the Committee may vote on, or otherwise influence, a decision of the Committee concerning such member's request for a payment on account of unforeseeable emergency.

10.3. Effect of Payment. Such a payment to a Participant shall have no effect on any amounts remaining in the Participant's Accounts, shall result in the cancellation of the Participant's current Deferral Election (if any) and the Participant shall not be permitted to enter into a new Deferral Election until the next Service Year beginning after the payment.

SECTION 11. TAX WITHHOLDING. There shall be deducted from all deferrals and

payments under the Plan the amount of any taxes required to be withheld by any federal, state or local government. FICA taxes required to be withheld at the time of a Employee Deferral or an Employer Contribution in accordance with Code Section 3121(v) shall be paid from compensation otherwise payable to the Participant and shall not be offset against the amount deferred or deemed contributed hereunder. The Participants and their Beneficiaries, distributees, and personal representatives will bear any and all federal, foreign, state, local or other income or other taxes imposed on amounts deferred, contributed or paid under the Plan.

SECTION 12. ADMINISTRATION OF THE PLAN.

12.1. In General. The Plan shall be administered by the Committee. Whenever any action is required or permitted to be taken in the administration of the Plan, the Committee shall take such action unless the Committee's power is expressly limited herein or by operation of law. The Committee shall be the Plan "Administrator" (as such term is defined in Section 3(16)(A) of ERISA). The Committee may delegate its duties and responsibilities as it, in its sole discretion, deems necessary or appropriate to the execution of such duties and responsibilities. Any reference in the Plan to action taken by the Committee includes such action taken by the Committee's delegate.

12.2. Powers and Duties. The Committee, or its delegates, shall maintain and keep (or cause to be maintained and kept) such records as are necessary for the efficient operation of the Plan or as may be required by any applicable law, regulation, or ruling and shall provide for the preparation and filing of such forms, reports, information, and documents as may be required to be filed with any governmental agency or department or with the Participants or Beneficiaries. The Committee shall have all powers necessary to carry out the administrative provisions of the Plan and to satisfy the requirements of any applicable law or laws. These powers shall include, by way of illustration and not limitation, the exclusive powers and discretionary authority necessary to:

- (1) construe and interpret the Plan; decide all questions of eligibility; decide all questions of fact relating to claims for benefits; and determine the amount, time, manner, method, and mode of payment of any benefits hereunder;
 - (2) direct the Employer, and/or the trustee of any trust established at the discretion of the Company to provide for the payment of benefits under the Plan, concerning the amount, time, manner, method, and mode of payment of any benefits hereunder;
 - (3) prescribe procedures to be followed and forms to be used by Participants and/or other persons in filing applications or elections;
 - (4) prepare and distribute, in such manner as may be required by law or as the Committee deems appropriate, information explaining the Plan; provided, however, that no such explanation shall contravene the terms of this Plan or
-

increase the rights of any Participant or Beneficiary or the liabilities of any Employer;

- (5) require from the Employer and Participants such information as shall be necessary for the proper administration of the Plan;
- (6) appoint and retain individuals to assist in the administration and construction of the Plan, including such legal, clerical, accounting, and actuarial services as it may require or as may be required by any applicable law or laws;
- (7) approve the investment vehicles that will be offered as the Notional Funds;
- (8) approve any special elections and/or payouts permitted under Code Section 409A; and
- (9) perform all functions otherwise imposed upon a plan administrator by ERISA.

Without intending to limit the generality of the foregoing, the Committee shall have the power to amend the Plan, in whole or in part, in order to comply with applicable law; provided, however, that no such amendment may increase the duties and obligations of any Employer without the consent of any affected Employer.

12.3. Limitation of Liability. The members of the Committee, and any officer, employee, or agent of the Company or any Employer shall not incur any liability individually or on behalf of any other individuals or on behalf of the Company or any Employer for any act, or failure to act, made in good faith in relation to the Plan. No bond or other security shall be required of any such individual solely on account of any such individual's power to direct the Employer to make the payments required hereunder. The Company shall indemnify and/or maintain and keep in force insurance in such form and amount as may be necessary in order to protect the members of the Committee, their delegates and appointees (other than persons who are independent of the Company and are rendering services to the Committee or to or with respect to the Plan) from any claim, loss, damage, liability, and expense (including costs and attorneys' fees) arising from their acts or failures to act with respect to the Plan, except where such actions or failures to act involve willful misconduct or gross negligence.

12.4. Claims Procedure. If a Participant or the Participant's designated Beneficiary does not receive benefits to which he or she believes he or she is entitled, such person may file a claim in writing with the Committee. The Committee establishes a claims procedure with the following provisions:

(a) **Notification of Decision.** If the claim is wholly or partially denied, the Committee will notify the claimant in writing within 90 days after the claim has been received (unless special circumstances require an extension of up to 90 additional

days). The written notification must state the specific reasons for the denial of the claim and the specific references to the Plan provisions upon which the denial is based. It must describe any additional material the claimant may need to submit to the Committee to have the claim approved and must give the reasons why the material is necessary. In addition, the notice must explain the claim review procedure and be written in a manner calculated to be understood by the Participant or the Beneficiary.

(b) **Claim Review Procedure.** If a Participant or Beneficiary receives a notice that the claim has been denied, the claimant, or his or her authorized representative, may appeal to the Committee for a review of the claim. The claimant must submit a request for a review in writing to the Committee no later than 60 days after the date the written notice of the claim denial is received. The claimant, or his or her representative, may then review Plan documents that pertain to the claim and may submit issues and comments in writing to the Committee. The Committee must give the claim for review a full and fair review and must deliver to the claimant a written determination of the claim, including specific reasons for the decision, not later than 60 days after the date the Committee received the request for review (unless special circumstances require an extension of up to 60 additional days). The decision of the Committee will be final and conclusive.

SECTION 13. NO ALIENATION OR ASSIGNMENT OF BENEFITS.

13.1. In General. An Employer shall, except as otherwise provided hereunder, pay all amounts payable hereunder only to the person or persons entitled thereto hereunder, and all such payments shall be made directly into the hands of each such person or persons and not into the hands of any other person or corporation whatsoever, so that said payments may not be liable for the debts, contracts or engagements of any such designated person or persons, or taken in execution by attachment or garnishment or by any other legal or equitable proceedings, nor shall any such designated person or persons have any right to alienate, arbitrate, execute, pledge, encumber, or assign any such payments or the benefits or proceeds thereof.

13.2. Incompetent Payee. If the person entitled to receive payment is a minor, or a person of unsound mind, whether or not adjudicated incompetent, the Employer, upon direction of the Committee, may make any payment required under the Plan to such person or persons, corporation or corporations as may be, or be acting as, parent or legal or natural guardian of such minor or person of unsound mind. The signed receipt of such person or corporation shall be a full and complete discharge to the Employer for any such payment.

13.3. Qualified Domestic Relations Orders. Notwithstanding the foregoing, the Committee may assign and/or accelerate the payment of a Participant's Account Balance in whole or part to an individual other than the Participant as may be necessary to comply with a "qualified domestic relations order" as defined by and under the terms provided in Code Section 414(p) and regulations promulgated under Code Section 409A.

SECTION 14. PARTICIPANT'S RIGHTS UNSECURED. The right of any Participant or other person to receive payment under the provisions of the Plan shall be an unsecured claim against the general assets of the Employer, and any successor entity in the event of a merger, consolidation, reorganization or any other event which causes the Employer's assets or business to be acquired by another entity. No provision contained in the Plan or any grantor trust established by the Employer as a means of providing monies for the Plan shall be construed to give any Participant or other person at any time a security interest in the Participant's Accounts, any grantor trust or any other asset of the Employer.

SECTION 15. PLAN IS NOT A CONTRACT OF EMPLOYMENT. Nothing contained in the Plan nor any action taken thereunder shall be construed as a contract of employment or as giving any Participant any right to continued employment with the Employer.

SECTION 16. NO GUARANTEE OF TAX RESULT. Participants are encouraged to review the Plan and its provisions, and the manner of their participation in the Plan, with their personal tax advisors.

16.1. In General. Although the Plan is intended to defer income tax liability with respect to Regular Compensation and Bonuses deferred under the Plan, no Employer guaranties that deferrals under the Plan will in fact defer the incidence of income taxation.

16.2. Application of Code Section 409A. It is the intent of the Company that the Plan as in effect between January 1, 2005 and December 31, 2008 inclusive shall be administered in reasonable, good faith compliance with Code Section 409A, including IRS Notice 2005-1. Beginning January 1, 2009, the Plan shall be administered in accordance with the provisions of this Plan document which are intended to comply with final Treasury regulations promulgated under Code Section 409A. The terms and provisions of the Plan and any related document shall, to the extent practicable, be construed in a manner that avoids inclusion of any amount in the gross income of any person under Code Section 409A. Without limiting the generality of the foregoing, to the extent that this restatement of the Plan has the effect of changing the time or manner of payment of any amount deferred or deemed earned under the Plan or the Restoration Plan prior to January 1, 2009, such change shall not be effective until January 1, 2009.

16.3. Limited Correction of Operational Errors. It is the intention of each Employer and each Participant that the rights and obligations existing under the Plan shall be construed in a way that permits correction of operational errors to the extent permitted under Internal Revenue Service Notice 2007-100 or any subsequent IRS guidance so as to avoid or reduce the imposition of penalties under Code Section 409A and the Employers and Participants agree to take such actions as may be necessary to comply with said notice (such as distributing excess deferrals and Notional Earnings

attributable thereto or reimbursing the Plan for amounts improperly distributed).

16.4. Protection of Company and Others. No Employer, nor any officer, employee, or director or agent of any Employer, nor any member of the Committee, shall have any liability to any Participant on account of a deferral hereunder being taxable under Code Section 409A. To the extent permitted by law, the Company shall indemnify and defend any officer, employee, director or agent of any Employer, and any member of the Committee, from any claim based on a deferral becoming taxable under Code Section 409A resulting from such person's action taken, or action failed to be taken, in connection with the Plan or any Employee Deferral.

SECTION 17. AMENDMENT OR TERMINATION OF PLAN. The Plan may at any time be amended, modified or terminated by the Company or a by person or entity authorized by the Company, including the Committee to the extent authorized under Section 12.2. No amendment, modification or termination shall, without the consent of a Participant, adversely affect such Participant's Account Balance or his prior elections provided, however, that in the event the Plan is terminated then Participant Account Balances may be distributed on an accelerated basis to the extent permitted in Treas. Reg. §1.409A-3(j)(4)(ix).

SECTION 18. GOVERNING LAW AND CONSTRUCTION. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Unless the context otherwise indicates, words of the masculine gender include the feminine, the singular shall include the plural, and the plural shall include the singular. Section and sub-section headings are inserted for convenience only and shall not affect the meaning or construction of the Plan.

SECTION 19. RULE GOVERNING PAYMENT DATES. In any circumstance where this Plan requires the payment of an amount during a period of two or more days that overlaps two calendar years, the payee shall have no right to determine the calendar year in which payment actually occurs.

SECTION 20. MERGER OF GIBRALTAR 401(K) RESTORATION PLAN INTO THIS PLAN. The Gibraltar 401(k) Restoration Plan (the "Restoration Plan"), which was established by Gibraltar Industries, Inc. effective January 15, 2004, shall be merged into this Plan effective December 31, 2008. As of the date of the merger, the account balance under the Restoration Plan of each individual who has an account balance under the Restoration Plan shall be credited to a Restoration Plan Account established under this Plan on behalf of such individual and invested in Notional Funds in accordance with Section 5. Payment of a Participant's Restoration Plan Account shall be made at the time and in the manner elected by the Participant under the Restoration Plan subject to rules set forth in Section 7.2, Section 7.3 and Section 7.4. The Restoration Plan shall be deemed to be amended to provide for the merger of the Restoration Plan into this Plan through the execution of this document and effective January 1, 2009 this document shall be the plan document for the Restoration Plan.

IN WITNESS WHEREOF this plan document has been executed by an officer of the Company duly authorized by its Board of Directors on the first day of December, 2008.

GIBRALTAR STEEL CORPORATION OF NEW YORK

BY /s/ Henning Kornbrekke
TITLE President and Chief Operating Officer

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CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT, dated as of February 20, 2009, is entered into between Gibraltar Industries, Inc., a Delaware corporation (the "Company") and Kenneth W. Smith (the "Executive").

The Company believes that it is in the best interests of the Company and its shareholders to provide the Executive with an incentive to continue his employment and to motivate the Executive to maximize the value of the Company.

It is possible that from time to time the Company will consider the possibility of a change in control. The Company recognizes that such consideration can be a distraction to the Executive and can cause the Executive to consider alternative employment opportunities. The Company has determined that it is in the best interests of the Company and its shareholders to assure that the Company will have the continued dedication and objectivity of the Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined below) of the Company.

The Company believes that it is imperative to provide the Executive with certain benefits upon termination of employment upon a Change in Control, which benefits are intended to provide the Executive with financial security and provide sufficient incentive and encouragement to the Executive to remain with the Company notwithstanding the possibility of a Change in Control.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow:

1. Definitions. When used in this Agreement, the following terms shall have the following meanings:

(a) "Act" means the Securities and Exchange Act of 1934, as amended.

(b) "Affiliate" means, with respect to any person or entity, any other person or entity controlling, controlled by or under common control with such person or entity, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a person or entity, whether through the ownership of voting securities, contract or otherwise.

(c) "Annual Compensation" means the sum of: (i) the amount of the annual base salary of the Executive which is in effect during the calendar year preceding the calendar year in which a Change in Control occurs; and (ii) the highest annual bonus paid to the Executive by the Company during the three (3) calendar year period preceding the calendar year in which a Change in Control occurs. Annual Compensation shall include the amount of any compensation which is not paid to the Executive as a result of an affirmative election made by the Executive to defer his receipt of any compensation,

including without limitation, compensation and/or bonuses deferred pursuant to the Company's Management Stock Purchase Plan, compensation deferred under the Company's 401(k) Restoration Plan and compensation deferred pursuant to any applicable 401(k) plan, Section 125 plan, cafeteria plan or other plan maintained by the Company under which the Executive, by making an affirmative election, is permitted to defer his receipt of such compensation. Annual Compensation shall not include the grant of stock options, restricted stock, restricted units, performance shares, performance units and rights or other equity or equity based grants.

(d) "Board" means the Board of Directors of Gibraltar Industries, Inc.

(e) "Cause" means that the Company has determined (and provided the Executive a written statement of its determination) that the Executive has engaged in egregious acts or omissions which have resulted in material injury to the Company and its business.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Competitive Business" means any business engaged in the design, development, manufacture, merchandising, distribution or sale of any products or services designed, developed, merchandised, distributed, sold or provided by the Company or its Affiliates or its successor or its Affiliates during the one (1) year period preceding and the one (1) year period following a Change in Control.

(h) "Change in Control" shall be deemed to have occurred if:

- (i) During any consecutive twelve-month period, any "person" or group of persons (within the meaning of Section 13(d) of the Act) other than the Company, an Affiliate of the Company, an employee benefit plan sponsored by the Company or any of its Affiliates, or any one or more members of the Lipke family becomes the "beneficial owner" (as defined in section 13(d) of the Exchange Act) of thirty-five percent (35%) or more of the then outstanding Voting Stock through a transaction or series of transactions which have not been arranged by or consummated with the prior approval of the Board of Directors;
- (ii) a majority of the members of the Board of Directors is replaced during any consecutive twelve-month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board of Directors prior to the date of appointment or election;
- (iii) the Company enters into a Merger Sale Agreement; provided however, that the entry into a Merger Sale Agreement shall only be deemed a "Change in Control" if the Executive's employment with the Company and all of its Affiliates is terminated without Cause or he resigns for Good Reason during the period beginning on the date the Merger Sale

Agreement is executed and ending on the date the Merger Sale is consummated or the Merger Sale Agreement is terminated; or

(iv) the consummation of a Merger Sale.

(i) "Excise Tax" means the excise tax imposed by Section 4999 of the Code and any interest or penalties with respect to such tax.

(j) "Good Reason" means that: (i) one or more of the events described in the following sentence has occurred; (ii) the Executive has, no later than ninety (90) days following the occurrence of any such event, provided written notice to the Company that the event has occurred and that the Executive intends to terminate his employment with the Company unless the Company, within thirty (30) days following the receipt of such notice, the Company (or its successor) fully and completely restores the Executive to the position which he would have been in had such event not occurred; and (iii) the Company, or if applicable, its successor, such does not, within thirty (30) days following the receipt of the written notice described in the foregoing clause, fully and completely restore the Executive to the position he would have been in had such event not occurred. The events referred to in the foregoing definition of Good Reason are as follows:

(A) the Executive's annual base salary and/or annual bonus is reduced or any other material compensation or benefits arrangement for the Executive is materially reduced (and such reduction is unrelated to the Company's, a Company's Affiliate's or the Executive's performance);

(B) the Executive's duties or responsibilities are negatively, and materially changed in a manner inconsistent with the Executive's position (including status, offices, titles, and reporting requirements) or authority;

(C) the Company or its successor requires the Executive's work location or residence to be relocated more than 50 miles from its location as of the date the Merger Sale Agreement is executed;

(D) the Company or its successor fails to offer the Executive a position after the Change in Control comparable to that held by the Executive immediately prior to the Change in Control.

(k) "Gross-Up Payment" has the meaning given to such term in Section 5 below.

(l) "Incapacity" means: (i) any physical or mental illness or disability of the Executive that prevents him from performing his essential job functions in substantially the manner and to the extent required prior to the commencement of such Incapacity for a

period of six (6) consecutive months or an aggregate of six (6) months in any consecutive twelve-month period; or (ii) the death of the Executive.

(m) "Merger Sale" means the consolidation, merger, or other reorganization of the Company, other than: (i) a consolidation, merger or reorganization of the Company in which holders of Common Stock immediately prior to the earlier of: (A) the Board of Director's approval of such consolidation, merger or other reorganization; or (B) the date of the stockholders meeting in which such consolidation, merger or other reorganization is approved, continue to hold seventy percent (70%) or more of the outstanding voting securities of the surviving entity immediately after the consolidation, merger, or other reorganization; and (ii) a consolidation, merger or other reorganization which is effected pursuant to the terms of a Merger Sale Agreement which provides that the consolidation, merger or other reorganization contemplated by the Merger Sale Agreement will not constitute a Change in Control for purposes of this Agreement.

(n) "Merger Sale Agreement" means an agreement in which the Company agrees to a Merger Sale.

(o) "Payment" has the meaning given such term in Section 5 below.

(p) "Underpayment" has the meaning given to such term in Section 5(d) below.

(q) "Voting Stock" means securities of the Company entitled to vote in the elections of directors.

2. Term Of Agreement. This Agreement shall commence on the date first set forth above and, subject to the provisions of Section 14 below, shall remain in effect until the earlier of: (a) the first anniversary of a Change in Control; (b) the termination of the Executive's employment by reason of the Executive's Incapacity; or (c) the termination of the Executive's employment for any reason prior to a Change in Control.

3. Obligations Of The Company Upon A Change In Control. (a) Upon the occurrence, prior to the termination of this Agreement as provided for by Section 2 above, of any Change in Control other than a Change in Control described in Section 1(h)(iii), the Executive shall be entitled to receive the following payments and benefits from the Company:

- (i) the restrictions imposed upon the sale, transfer or other conveyance of any restricted stock held by the Executive pursuant to the terms of any restricted stock agreement or any other plan or agreement shall terminate;
- (ii) any and all compensation which is payable at a time and in a manner which constitutes a "deferral of compensation" within the meaning of U.S. Treasury Regulation §1.409A-1(b)(1) shall be paid to the

Executive in one lump sum payment within thirty (30) days following the occurrence of a Change in Control;

- (iii) as currently provided for by the Gibraltar Industries, Inc. Management Stock Purchase Plan, the amount required to be paid to the Executive with respect to restricted stock unit awards credited to the Executive's Account under the terms of the Management Stock Purchase Plan shall be paid to the Executive in one lump sum payment on the date the Change in Control occurs;
- (iv) any options and stock appreciation rights held by the Executive shall vest and become fully exercisable and any other equity based incentive compensation awards held by the Executive, including but not limited to performance unit awards, shall become payable (whether in stock or cash) as provided for by the terms of such awards; and
- (v) any common stock of the Company which has not been issued to the Executive under the terms of any long term equity based incentive compensation plan which was adopted by the Board of Directors prior to the date the Change in Control occurs, but which common stock would have been issued to the Executive under the terms of such long term equity based incentive compensation plan if the Change in Control had not occurred and the Executive had met all the applicable performance goals established by the Board of Directors in order to receive such common stock under such long term equity based incentive compensation plan shall, effective as of the date the Change in Control occurs, be issued to the Executive, free and clear of all restrictions on the sale, transfer or conveyance of such common stock.

(b) Upon the occurrence of a Change in Control described in Section 1(h)(iii), the Executive (or, if applicable, his beneficiary or his estate) shall be entitled to receive the payments and benefits described in Section 3(a) above; provided that: (i) the date on which such payments and benefits are provided to the Executive shall not be later than the end of the thirty (30) day period beginning on the date on which the Change in Control described in Section 1(h)(iii) occurs; and (ii) each payment and/or provision to the Executive of each of the payments and benefits described in Section 3(a) above shall be deemed to be a separate payment for purposes of the short term deferral rules of Section 409A of the Code.

4. Obligations Of The Company Upon Termination Of Employment Following A Change In Control. If a Change in Control described in Section 1(h)(iii) occurs or if the Executive's employment is terminated by the Company without "Cause" or by the Executive for Good Reason at any time during the one year period immediately following a Change in Control described in Section 1(h)(i), (ii), or (iv), in addition to the payments and benefits which the Executive is entitled to pursuant to Section 3 above: (a) within ten

(10) days following the termination of the Executive's employment, the Executive shall be paid the amount of any of the regularly scheduled installments of his annual base salary which were due to be paid for the period ending with the date the Executive's employment is terminated to the extent that such payments are unpaid as of the end of such ten (10) day period; and (b) the Company shall pay to the Executive in one lump sum payment no later than the end of the thirty day period beginning on the date the Change in Control described in Section 1(h)(iii) occurs or the date the Executive's employment with the Company is terminated by the Company without "Cause" or by the Executive for Good Reason (whichever the case may be), an amount equal to the sum of: (A) the Executive's accrued and unpaid vacation pay determined as of the date the Executive's employment is terminated; and (B) an amount equal to: (I) the Executive's Annual Compensation defined in Section 1(c) above; multiplied by: (II) two (2). For purposes of this Agreement, each of the payments required to be made pursuant to the preceding provisions of this Section 4 shall be deemed to be a separate payment for purposes of the short term deferral rules of Section 409A of the Code.

5. Gross-Up Payment. (a) Notwithstanding anything in this Agreement to the contrary, in the event it is determined that any payment or distribution by the Company to or for the benefit of the Executive, under this Agreement or otherwise (a "Payment"), would be subject to the Excise Tax, then the Company shall pay the Executive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes and including any Excise Tax, imposed upon the Gross-Up Payment) the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

(b) Subject to the provisions of Section 5(c) hereof, all determinations required to be made under this Section 5, including whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, shall be made by any nationally recognized firm of certified public accountants (the "Accounting Firm") which shall provide detailed supporting calculations to the Company and the Executive within 60 business days following the occurrence of a Change in Control. If the Accounting Firm has performed services for the entity that caused the Change of Control or any of its Affiliates, the Executive may select an alternative accounting firm from any nationally recognized firm of certified public accountants. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive with an opinion that he has substantial authority not to report any Excise Tax on his federal income tax return. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. When calculating the amount of the Gross-Up Payment, the Executive shall be deemed to pay:

- (i) Federal income taxes at the highest applicable marginal rate of Federal income taxation for the calendar year in which the Gross-Up Payment is to be made; and
- (ii) any applicable state and local income taxes at the highest applicable marginal rate of taxation for the calendar year in which the Gross-Up

Payment is to be made, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes if paid in such year.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten business days after the Executive knows of such claim. The notification shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim for at least thirty days after the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

- (i) give the Company any information reasonably requested by the Company relating to such claim;
- (ii) take such action in connection with contesting such claim as the Company reasonably requests in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company;
- (iii) cooperate with the Company in good faith in order to effectively contest such claim; and
- (iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest. The Company shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 5(c), the Company shall control all proceedings taken in connection with such contest. The Company, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim. The Company may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall pay the amount of such payment to the Executive and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax, including interest or penalties, imposed with respect to such payment

and with respect to any imputed income with respect to such payment; and provided, further that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. The Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm, it is possible that Gross-Up Payments which should have been made will not have been made ("Underpayment"). In the event that the Company exhausts its remedies pursuant to Section 5(c), and the Executive is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment and the Company shall promptly pay the Executive the amount of such Underpayment.

(e) If, after the Company has paid a claim pursuant to Section 5(c) the Executive becomes entitled to a refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 5(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon by the taxing authority after deducting any taxes applicable thereto). The amount of such payment shall be considered part of the Gross-Up Payment and subject to gross-up for any taxes (including interest or penalties) associated therewith.

(f) The Gross-Up Payment shall be paid to the Executive no later than the Executive's taxable year following the taxable year of the Executive in which the Excise Taxes with respect to which the Gross-Up Payment is payable are paid by the Executive.

6. At-Will Employment; Withholding. (a) The Company and the Executive acknowledge that the Executive's employment is and shall continue to be at-will, as defined under applicable law. If the Executive's employment terminates for any reason, including without limitation any termination prior to a Change in Control, the Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be available in accordance with the Company's established employee plans and policies at the time of such termination.

(b) All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes.

7. Non-Compete Period. (a) If the Executive's employment is terminated during the one year period following a Change in Control, the Executive agrees that during the one-year period following such termination, he will not, and will cause each of his Affiliates not to, for any reason whatsoever, directly or indirectly, either individually or as an owner, partner, officer, director, manager, employee, lender, consultant or adviser or otherwise, engage in any Competitive Business anywhere in the United States of America. The ownership by the Executive of up to 2% of any class of securities of any

company which has a class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended, shall not constitute a breach of this covenant.

(b) The parties acknowledge and agree that damages in the event of a breach of any of the provisions of this Section 7 would be difficult, if not impossible, to ascertain and it is therefore agreed that the Company (or its successor), in addition to and without limiting any other remedy or right it may have, shall have the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining any such breach. The Executive further agrees that the Company (or its successor) shall not be required to post a bond or other security in connection with the issuance of any such injunction.

(c) Notwithstanding anything in this Section 7 to the contrary, if at any time, in any judicial proceeding, any of the restrictions stated in this Section 7 are found by a final order of a court of competent jurisdiction to be unreasonable or otherwise unenforceable under circumstances then existing, the Executive and the Company agree that the period, scope or geographical area, as the case may be, shall be reduced to the extent necessary to enable the court to enforce the restrictions to the extent such provisions are allowable under law, giving effect to the agreement and intent of the parties that the restrictions contained herein shall be effective to the fullest extent permissible. The Executive agrees that the restrictions contained in this Section 7 are reasonable in all respects. The provisions of this Section 7 shall survive the term of this Agreement.

8. Nondisclosure. The Executive shall not (other than in the good faith performance of his services to the Company or its Affiliates before termination of employment) disclose or make known to anyone other than employees of the Company and its Affiliates, or use for the benefit of himself or any other person, firm, operation, or entity unrelated to the Company, any knowledge, information, or materials, whether tangible or intangible, belonging to the Company, about the products, services, know-how, customers, business plans, or financial, marketing, pricing, compensation, and other proprietary matter relating to the Company. Promptly upon the termination of the Executive's employment with the Company, the Executive shall deliver to the Company any and all confidential information in his possession. The provisions of this Section 8 shall survive the term of this Agreement.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession will be a breach of this Agreement and entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to had the Company terminated the Executive for any reason other than Cause or Incapacity on the succession date (and assuming a Change in Control had occurred prior to such succession date).

10. Non-Assignability. This Agreement is personal in nature and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under it, except as provided in Section 8. Without limiting the foregoing, the Executive's right to receive payments under this Agreement shall not be assignable or transferable, whether by pledge, creation of a security interest, or otherwise, other than a transfer by his or her will or by the laws of descent or distribution, and, in the event of any attempted assignment or transfer by the Executive contrary to this Section, the Company shall have no liability to pay any amount so attempted to be assigned or transferred.

11. Notice Of Termination. In the event that, following a Change in Control, the Company terminates the Executive's employment for Cause or the Executive terminates his employment with the Company for Good Reason, the party terminating such employment shall send notice to the other party given in accordance with Section 11 below, within thirty (30) days of the date of such termination of Employment. The notice shall be in writing and shall (i) state the specific termination provision in the Agreement relied upon and (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under such provision.

12. Notices. For the purpose of this Agreement, notices and all other communications provided for shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier addressed as follows:

If to the Executive:

Kenneth W. Smith
3556 Lakeshore Road
Buffalo, NY 14219

If to the Company:

Gibraltar Industries, Inc.
3556 Lakeshore Road
Buffalo, NY 14219

or to such other address as either party may have furnished to the other in writing. Notices of change of address shall be effective only upon receipt.

13. Governing Law. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of New York without reference to principles of conflict of laws.

14. Settlement of Disputes; Arbitration. If there has been a Change in Control and any dispute arises between the Executive and the Company as to the validity, enforceability, and/or interpretation of any right or benefit afforded by this Agreement such dispute shall

be resolved by binding arbitration proceedings in accordance with the rules of the American Arbitration Association. The arbitrators shall presume that the rights and/or benefits afforded by this Agreement that are in dispute are valid and enforceable and that the Executive is entitled to such rights and/or benefits. The Company shall be precluded from asserting that such rights and/or benefits are not valid, binding, and enforceable and shall stipulate before such arbitrators that the Company is bound by all the provisions of this Agreement. The burden of overcoming by clear and convincing evidence the presumption that the Executive is entitled to such rights and/or benefits shall be on the Company. Punitive damages shall not be awarded. The results of any arbitration shall be conclusive on both parties and shall not be subject to judicial interference or review on any ground whatsoever, including without limitation any claim that the Company was wrongfully induced to enter into this Agreement to arbitrate such a dispute. The Company shall pay or reimburse the Executive for legal fees and expenses incurred as a result of any dispute resolution process entered into by the Executive to enforce this Agreement.

15. Survival of Certain Obligations. Notwithstanding anything to the contrary contained in Section 2 above, if a Change in Control occurs and, prior to the first anniversary of the Change in Control, the Executive becomes entitled to payment of any amount or provision of any benefits provided for by Sections 3, 4, 5 or 14 above, the Company's obligation to pay the Executive any such amounts or provide the Executive any such benefits shall survive until all such amounts and benefits have been paid or provided to the Executive.

16. Miscellaneous. (a) This Agreement contains the entire understanding with the Executive with respect to its subject matter and supersedes any and all prior agreements or understandings, written or oral, relating to the subject matter. No provisions of this Agreement may be amended unless such amendment is agreed to in writing signed by the Executive and the Company.

(b) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same Agreement.

(d) The captions of this Agreement are not part of its provisions and shall have no force or effect.

(e) If and to the extent that any provision of this Agreement would result in the payment or deferral of compensation in a manner which does not comply with the provisions of Section 409A of the Code and the Treasury regulations promulgated thereunder, such provisions shall, to the maximum extent possible, be construed and interpreted in a manner which will cause such provisions to be implemented in a manner which complies with the applicable requirements of Section 409A and the Treasury

regulations promulgated thereunder so as to avoid subjecting the Executive to taxation under Section 409A(a)(i)(A) of the Code. If any payment provided for by this Agreement could, as a result of the period of time within which such payment is required to be made, be paid to the Executive in one of two consecutive taxable years of the Executive, the Executive shall have no right to determine the taxable year in which such payment is made.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above set forth.

GIBRALTAR INDUSTRIES, INC.

By: /s/ Henning Kornbrekke
Name: Henning Kornbrekke
Title: President

/s/ Kenneth W. Smith
Name: Kenneth W. Smith

CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT, dated as of February 20, 2009, is entered into between Gibraltar Industries, Inc., a Delaware corporation (the "Company") and Timothy J. Heasley (the "Executive").

The Company believes that it is in the best interests of the Company and its shareholders to provide the Executive with an incentive to continue his employment and to motivate the Executive to maximize the value of the Company.

It is possible that from time to time the Company will consider the possibility of a change in control. The Company recognizes that such consideration can be a distraction to the Executive and can cause the Executive to consider alternative employment opportunities. The Company has determined that it is in the best interests of the Company and its shareholders to assure that the Company will have the continued dedication and objectivity of the Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined below) of the Company.

The Company believes that it is imperative to provide the Executive with certain benefits upon termination of employment upon a Change in Control, which benefits are intended to provide the Executive with financial security and provide sufficient incentive and encouragement to the Executive to remain with the Company notwithstanding the possibility of a Change in Control.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow:

1. Definitions. When used in this Agreement, the following terms shall have the following meanings:

(a) "Act" means the Securities and Exchange Act of 1934, as amended.

(b) "Affiliate" means, with respect to any person or entity, any other person or entity controlling, controlled by or under common control with such person or entity, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a person or entity, whether through the ownership of voting securities, contract or otherwise.

(c) "Annual Compensation" means the sum of: (i) the amount of the annual base salary of the Executive which is in effect during the calendar year preceding the calendar year in which a Change in Control occurs; and (ii) the highest annual bonus paid to the Executive by the Company during the three (3) calendar year period preceding the calendar year in which a Change in Control occurs. Annual Compensation shall include the amount of any compensation which is not paid to the Executive as a result of an affirmative election made by the Executive to defer his receipt of any compensation,

including without limitation, compensation and/or bonuses deferred pursuant to the Company's Management Stock Purchase Plan, compensation deferred under the Company's 401(k) Restoration Plan and compensation deferred pursuant to any applicable 401(k) plan, Section 125 plan, cafeteria plan or other plan maintained by the Company under which the Executive, by making an affirmative election, is permitted to defer his receipt of such compensation. Annual Compensation shall not include the grant of stock options, restricted stock, restricted units, performance shares, performance units and rights or other equity or equity based grants.

(d) "Board" means the Board of Directors of Gibraltar Industries, Inc.

(e) "Cause" means that the Company has determined (and provided the Executive a written statement of its determination) that the Executive has engaged in egregious acts or omissions which have resulted in material injury to the Company and its business.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Competitive Business" means any business engaged in the design, development, manufacture, merchandising, distribution or sale of any products or services designed, developed, merchandised, distributed, sold or provided by the Company or its Affiliates or its successor or its Affiliates during the one (1) year period preceding and the one (1) year period following a Change in Control.

(h) "Change in Control" shall be deemed to have occurred if:

- (i) During any consecutive twelve-month period, any "person" or group of persons (within the meaning of Section 13(d) of the Act) other than the Company, an Affiliate of the Company, an employee benefit plan sponsored by the Company or any of its Affiliates, or any one or more members of the Lipke family becomes the "beneficial owner" (as defined in section 13(d) of the Exchange Act) of thirty-five percent (35%) or more of the then outstanding Voting Stock through a transaction or series of transactions which have not been arranged by or consummated with the prior approval of the Board of Directors;
- (ii) a majority of the members of the Board of Directors is replaced during any consecutive twelve-month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board of Directors prior to the date of appointment or election;
- (iii) the Company enters into a Merger Sale Agreement; provided however, that the entry into a Merger Sale Agreement shall only be deemed a "Change in Control" if the Executive's employment with the Company and all of its Affiliates is terminated without Cause or he resigns for Good Reason during the period beginning on the date the Merger Sale

Agreement is executed and ending on the date the Merger Sale is consummated or the Merger Sale Agreement is terminated; or

(iv) the consummation of a Merger Sale.

(i) "Excise Tax" means the excise tax imposed by Section 4999 of the Code and any interest or penalties with respect to such tax.

(j) "Good Reason" means that: (i) one or more of the events described in the following sentence has occurred; (ii) the Executive has, no later than ninety (90) days following the occurrence of any such event, provided written notice to the Company that the event has occurred and that the Executive intends to terminate his employment with the Company unless the Company, within thirty (30) days following the receipt of such notice, the Company (or its successor) fully and completely restores the Executive to the position which he would have been in had such event not occurred; and (iii) the Company, or if applicable, its successor, such does not, within thirty (30) days following the receipt of the written notice described in the foregoing clause, fully and completely restore the Executive to the position he would have been in had such event not occurred. The events referred to in the foregoing definition of Good Reason are as follows:

(A) the Executive's annual base salary and/or annual bonus is reduced or any other material compensation or benefits arrangement for the Executive is materially reduced (and such reduction is unrelated to the Company's, a Company's Affiliate's or the Executive's performance);

(B) the Executive's duties or responsibilities are negatively, and materially changed in a manner inconsistent with the Executive's position (including status, offices, titles, and reporting requirements) or authority;

(C) the Company or its successor requires the Executive's work location or residence to be relocated more than 50 miles from its location as of the date the Merger Sale Agreement is executed;

(D) the Company or its successor fails to offer the Executive a position after the Change in Control comparable to that held by the Executive immediately prior to the Change in Control.

(k) "Gross-Up Payment" has the meaning given to such term in Section 5 below.

(l) "Incapacity" means: (i) any physical or mental illness or disability of the Executive that prevents him from performing his essential job functions in substantially the manner and to the extent required prior to the commencement of such Incapacity for a

period of six (6) consecutive months or an aggregate of six (6) months in any consecutive twelve-month period; or (ii) the death of the Executive.

(m) "Merger Sale" means the consolidation, merger, or other reorganization of the Company, other than: (i) a consolidation, merger or reorganization of the Company in which holders of Common Stock immediately prior to the earlier of: (A) the Board of Director's approval of such consolidation, merger or other reorganization; or (B) the date of the stockholders meeting in which such consolidation, merger or other reorganization is approved, continue to hold seventy percent (70%) or more of the outstanding voting securities of the surviving entity immediately after the consolidation, merger, or other reorganization; and (ii) a consolidation, merger or other reorganization which is effected pursuant to the terms of a Merger Sale Agreement which provides that the consolidation, merger or other reorganization contemplated by the Merger Sale Agreement will not constitute a Change in Control for purposes of this Agreement.

(n) "Merger Sale Agreement" means an agreement in which the Company agrees to a Merger Sale.

(o) "Payment" has the meaning given such term in Section 5 below.

(p) "Underpayment" has the meaning given to such term in Section 5(d) below.

(q) "Voting Stock" means securities of the Company entitled to vote in the elections of directors.

2. Term Of Agreement. This Agreement shall commence on the date first set forth above and, subject to the provisions of Section 14 below, shall remain in effect until the earlier of: (a) the first anniversary of a Change in Control; (b) the termination of the Executive's employment by reason of the Executive's Incapacity; or (c) the termination of the Executive's employment for any reason prior to a Change in Control.

3. Obligations Of The Company Upon A Change In Control. (a) Upon the occurrence, prior to the termination of this Agreement as provided for by Section 2 above, of any Change in Control other than a Change in Control described in Section 1(h)(iii), the Executive shall be entitled to receive the following payments and benefits from the Company:

- (i) the restrictions imposed upon the sale, transfer or other conveyance of any restricted stock held by the Executive pursuant to the terms of any restricted stock agreement or any other plan or agreement shall terminate;
- (ii) any and all compensation which is payable at a time and in a manner which constitutes a "deferral of compensation" within the meaning of U.S. Treasury Regulation §1.409A-1(b)(1) shall be paid to the

Executive in one lump sum payment within thirty (30) days following the occurrence of a Change in Control;

- (iii) as currently provided for by the Gibraltar Industries, Inc. Management Stock Purchase Plan, the amount required to be paid to the Executive with respect to restricted stock unit awards credited to the Executive's Account under the terms of the Management Stock Purchase Plan shall be paid to the Executive in one lump sum payment on the date the Change in Control occurs;
- (iv) any options and stock appreciation rights held by the Executive shall vest and become fully exercisable and any other equity based incentive compensation awards held by the Executive, including but not limited to performance unit awards, shall become payable as provided for by the terms of such awards; and
- (v) any common stock of the Company which has not been issued to the Executive under the terms of any long term equity based incentive compensation plan which was adopted by the Board of Directors prior to the date the Change in Control occurs, but which common stock would have been issued to the Executive under the terms of such long term equity based incentive compensation plan if the Change in Control had not occurred and the Executive had met all the applicable performance goals established by the Board of Directors in order to receive such common stock under such long term equity based incentive compensation plan shall, effective as of the date the Change in Control occurs, be issued to the Executive, free and clear of all restrictions on the sale, transfer or conveyance of such common stock.

(b) Upon the occurrence of a Change in Control described in Section 1(h)(iii), the Executive (or, if applicable, his beneficiary or his estate) shall be entitled to receive the payments and benefits described in Section 3(a) above; provided that: (i) the date on which such payments and benefits are provided to the Executive shall not be later than the end of the thirty (30) day period beginning on the date on which the Change in Control described in Section 1(h)(iii) occurs; and (ii) each payment and/or provision to the Executive of each of the payments and benefits described in Section 3(a) above shall be deemed to be a separate payment for purposes of the short term deferral rules of Section 409A of the Code.

4. Obligations Of The Company Upon Termination Of Employment Following A Change In Control. If a Change in Control described in Section 1(h)(iii) occurs or if the Executive's employment is terminated by the Company without "Cause" or by the Executive for Good Reason at any time during the one year period immediately following a Change in Control described in Section 1(h)(i), (ii) or (iv), in addition to the payments and benefits which the Executive is entitled to pursuant to Section 3 above: (a) within ten

(10) days following the termination of the Executive's employment, the Executive shall be paid the amount of any of the regularly scheduled installments of his annual base salary which were due to be paid for the period ending with the date the Executive's employment is terminated to the extent that such payments are unpaid as of the end of such ten (10) day period; and (b) the Company shall pay to the Executive in one lump sum payment no later than the end of the thirty (30) day period beginning on the date the Change in Control described in Section 1(h)(iii) occurs or the date the Executive's employment is terminated by the Company without "Cause" or by the Executive for Good Reason (whichever the case may be), an amount equal to the sum of: (i) the Executive's accrued and unpaid vacation pay determined as of the date the Executive's employment is terminated; and (ii) an amount equal to the Executive's Annual Compensation defined in Section 1(c) above. For purposes of this Agreement, each of the payments required to be made pursuant to the preceding provisions of this Section 4 shall be deemed to be a separate payment for purposes of the short term deferral rules of Section 409A of the Code.

5. Gross-Up Payment. (a) Notwithstanding anything in this Agreement to the contrary, in the event it is determined that any payment or distribution by the Company to or for the benefit of the Executive, under this Agreement or otherwise (a "Payment"), would be subject to the Excise Tax, then the Company shall pay the Executive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes and including any Excise Tax, imposed upon the Gross-Up Payment) the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

(b) Subject to the provisions of Section 5(c) hereof, all determinations required to be made under this Section 5, including whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, shall be made by any nationally recognized firm of certified public accountants (the "Accounting Firm") which shall provide detailed supporting calculations to the Company and the Executive within 60 business days following the occurrence of a Change in Control. If the Accounting Firm has performed services for the entity that caused the Change of Control or any of its Affiliates, the Executive may select an alternative accounting firm from any nationally recognized firm of certified public accountants. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive with an opinion that he has substantial authority not to report any Excise Tax on his federal income tax return. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. When calculating the amount of the Gross-Up Payment, the Executive shall be deemed to pay:

- (i) Federal income taxes at the highest applicable marginal rate of Federal income taxation for the calendar year in which the Gross-Up Payment is to be made; and
- (ii) any applicable state and local income taxes at the highest applicable marginal rate of taxation for the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in Federal

income taxes which could be obtained from deduction of such state and local taxes if paid in such year.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten business days after the Executive knows of such claim. The notification shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim for at least thirty days after the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

- (i) give the Company any information reasonably requested by the Company relating to such claim;
- (ii) take such action in connection with contesting such claim as the Company reasonably requests in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company;
- (iii) cooperate with the Company in good faith in order to effectively contest such claim; and
- (iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest. The Company shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 5(c), the Company shall control all proceedings taken in connection with such contest. The Company, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim. The Company may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall pay the amount of such payment to the Executive and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax, including interest or penalties, imposed with respect to such payment and with respect to any imputed income with respect to such payment; and provided,

further that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. The Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm, it is possible that Gross-Up Payments which should have been made will not have been made ("Underpayment"). In the event that the Company exhausts its remedies pursuant to Section 5(c), and the Executive is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment and the Company shall promptly pay the Executive the amount of such Underpayment.

(e) If, after the Company has paid a claim pursuant to Section 5(c) the Executive becomes entitled to a refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 5(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon by the taxing authority after deducting any taxes applicable thereto). The amount of such payment shall be considered part of the Gross-Up Payment and subject to gross-up for any taxes (including interest or penalties) associated therewith.

(f) The Gross-Up Payment shall be paid to the Executive no later than the Executive's taxable year following the taxable year of the Executive in which the Excise Taxes with respect to which the Gross-Up Payment is payable are paid by the Executive.

6. At-Will Employment; Withholding. (a) The Company and the Executive acknowledge that the Executive's employment is and shall continue to be at-will, as defined under applicable law. If the Executive's employment terminates for any reason, including without limitation any termination prior to a Change in Control, the Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be available in accordance with the Company's established employee plans and policies at the time of such termination.

(b) All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes.

7. Non-Compete Period. (a) If the Executive's employment is terminated during the one year period following a Change in Control, the Executive agrees that during the one-year period following such termination, he will not, and will cause each of his Affiliates not to, for any reason whatsoever, directly or indirectly, either individually or as an owner, partner, officer, director, manager, employee, lender, consultant or adviser or otherwise, engage in any Competitive Business anywhere in the United States of America. The ownership by the Executive of up to 2% of any class of securities of any

company which has a class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended, shall not constitute a breach of this covenant.

(b) The parties acknowledge and agree that damages in the event of a breach of any of the provisions of this Section 7 would be difficult, if not impossible, to ascertain and it is therefore agreed that the Company (or its successor), in addition to and without limiting any other remedy or right it may have, shall have the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining any such breach. The Executive further agrees that the Company (or its successor) shall not be required to post a bond or other security in connection with the issuance of any such injunction.

(c) Notwithstanding anything in this Section 7 to the contrary, if at any time, in any judicial proceeding, any of the restrictions stated in this Section 7 are found by a final order of a court of competent jurisdiction to be unreasonable or otherwise unenforceable under circumstances then existing, the Executive and the Company agree that the period, scope or geographical area, as the case may be, shall be reduced to the extent necessary to enable the court to enforce the restrictions to the extent such provisions are allowable under law, giving effect to the agreement and intent of the parties that the restrictions contained herein shall be effective to the fullest extent permissible. The Executive agrees that the restrictions contained in this Section 7 are reasonable in all respects. The provisions of this Section 7 shall survive the term of this Agreement.

8. Nondisclosure. The Executive shall not (other than in the good faith performance of his services to the Company or its Affiliates before termination of employment) disclose or make known to anyone other than employees of the Company and its Affiliates, or use for the benefit of himself or any other person, firm, operation, or entity unrelated to the Company, any knowledge, information, or materials, whether tangible or intangible, belonging to the Company, about the products, services, know-how, customers, business plans, or financial, marketing, pricing, compensation, and other proprietary matter relating to the Company. Promptly upon the termination of the Executive's employment with the Company, the Executive shall deliver to the Company any and all confidential information in his possession. The provisions of this Section 8 shall survive the term of this Agreement.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession will be a breach of this Agreement and entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to had the Company terminated the Executive for any reason other than Cause or Incapacity on the succession date (and assuming a Change in Control had occurred prior to such succession date).

10. Non-Assignability. This Agreement is personal in nature and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under it, except as provided in Section 8. Without limiting the foregoing, the Executive's right to receive payments under this Agreement shall not be assignable or transferable, whether by pledge, creation of a security interest, or otherwise, other than a transfer by his or her will or by the laws of descent or distribution, and, in the event of any attempted assignment or transfer by the Executive contrary to this Section, the Company shall have no liability to pay any amount so attempted to be assigned or transferred.

11. Notice Of Termination. In the event that, following a Change in Control, the Company terminates the Executive's employment for Cause or the Executive terminates his employment with the Company for Good Reason, the party terminating such employment shall send notice to the other party given in accordance with Section 11 below, within thirty (30) days of the date of such termination of Employment. The notice shall be in writing and shall (i) state the specific termination provision in the Agreement relied upon and (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under such provision.

12. Notices. For the purpose of this Agreement, notices and all other communications provided for shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier addressed as follows:

If to the Executive:

Timothy J. Heasley
3556 Lakeshore Road
Buffalo, NY 14219

If to the Company:

Gibraltar Industries, Inc.
3556 Lakeshore Road
Buffalo, NY 14219

or to such other address as either party may have furnished to the other in writing. Notices of change of address shall be effective only upon receipt.

13. Governing Law. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of New York without reference to principles of conflict of laws.

14. Settlement of Disputes; Arbitration. If there has been a Change in Control and any dispute arises between the Executive and the Company as to the validity, enforceability, and/or interpretation of any right or benefit afforded by this Agreement such dispute shall

be resolved by binding arbitration proceedings in accordance with the rules of the American Arbitration Association. The arbitrators shall presume that the rights and/or benefits afforded by this Agreement that are in dispute are valid and enforceable and that the Executive is entitled to such rights and/or benefits. The Company shall be precluded from asserting that such rights and/or benefits are not valid, binding, and enforceable and shall stipulate before such arbitrators that the Company is bound by all the provisions of this Agreement. The burden of overcoming by clear and convincing evidence the presumption that the Executive is entitled to such rights and/or benefits shall be on the Company. Punitive damages shall not be awarded. The results of any arbitration shall be conclusive on both parties and shall not be subject to judicial interference or review on any ground whatsoever, including without limitation any claim that the Company was wrongfully induced to enter into this Agreement to arbitrate such a dispute. The Company shall pay or reimburse the Executive for legal fees and expenses incurred as a result of any dispute resolution process entered into by the Executive to enforce this Agreement.

15. Survival of Certain Obligations. Notwithstanding anything to the contrary contained in Section 2 above, if a Change in Control occurs and, prior to the first anniversary of the Change in Control, the Executive becomes entitled to payment of any amount or provision of any benefits provided for by Sections 3, 4, 5 or 14 above, the Company's obligation to pay the Executive any such amounts or provide the Executive any such benefits shall survive until all such amounts and benefits have been paid or provided to the Executive.

16. Miscellaneous. (a) This Agreement contains the entire understanding with the Executive with respect to its subject matter and supersedes any and all prior agreements or understandings, written or oral, relating to the subject matter. No provisions of this Agreement may be amended unless such amendment is agreed to in writing signed by the Executive and the Company.

(b) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same Agreement.

(d) The captions of this Agreement are not part of its provisions and shall have no force or effect.

(e) If and to the extent that any provision of this Agreement would result in the payment or deferral of compensation in a manner which does not comply with the provisions of Section 409A of the Code and the Treasury regulations promulgated thereunder, such provisions shall, to the maximum extent possible, be construed and interpreted in a manner which will cause such provisions to be implemented in a manner which complies with the applicable requirements of Section 409A and the Treasury

regulations promulgated thereunder so as to avoid subjecting the Executive to taxation under Section 409A(a)(i)(A) of the Code. If any payment provided for by this Agreement could, as a result of the period of time within which such payment is required to be made, be paid to the Executive in one of two consecutive taxable years of the Executive, the Executive shall have no right to determine the taxable year in which such payment is made.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above set forth.

GIBRALTAR INDUSTRIES, INC.

By: /s/ Henning Kornbrekke
Name: Henning Kornbrekke
Title: President

/s/ Timothy J. Heasley
Name: Timothy J. Heasley

CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT, dated as of February 20, 2009, is entered into between Gibraltar Industries, Inc., a Delaware corporation (the "Company") and Paul M. Murray (the "Executive").

The Company believes that it is in the best interests of the Company and its shareholders to provide the Executive with an incentive to continue his employment and to motivate the Executive to maximize the value of the Company.

It is possible that from time to time the Company will consider the possibility of a change in control. The Company recognizes that such consideration can be a distraction to the Executive and can cause the Executive to consider alternative employment opportunities. The Company has determined that it is in the best interests of the Company and its shareholders to assure that the Company will have the continued dedication and objectivity of the Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined below) of the Company.

The Company believes that it is imperative to provide the Executive with certain benefits upon termination of employment upon a Change in Control, which benefits are intended to provide the Executive with financial security and provide sufficient incentive and encouragement to the Executive to remain with the Company notwithstanding the possibility of a Change in Control.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow:

1. Definitions. When used in this Agreement, the following terms shall have the following meanings:

(a) "Act" means the Securities and Exchange Act of 1934, as amended.

(b) "Affiliate" means, with respect to any person or entity, any other person or entity controlling, controlled by or under common control with such person or entity, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a person or entity, whether through the ownership of voting securities, contract or otherwise.

(c) "Annual Compensation" means the sum of: (i) the amount of the annual base salary of the Executive which is in effect during the calendar year preceding the calendar year in which a Change in Control occurs; and (ii) the highest annual bonus paid to the Executive by the Company during the three (3) calendar year period preceding the calendar year in which a Change in Control occurs. Annual Compensation shall include the amount of any compensation which is not paid to the Executive as a result of an affirmative election made by the Executive to defer his receipt of any compensation,

including without limitation, compensation and/or bonuses deferred pursuant to the Company's Management Stock Purchase Plan, compensation deferred under the Company's 401(k) Restoration Plan and compensation deferred pursuant to any applicable 401(k) plan, Section 125 plan, cafeteria plan or other plan maintained by the Company under which the Executive, by making an affirmative election, is permitted to defer his receipt of such compensation. Annual Compensation shall not include the grant of stock options, restricted stock, restricted units, performance shares, performance units and rights or other equity or equity based grants.

(d) "Board" means the Board of Directors of Gibraltar Industries, Inc.

(e) "Cause" means that the Company has determined (and provided the Executive a written statement of its determination) that the Executive has engaged in egregious acts or omissions which have resulted in material injury to the Company and its business.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Competitive Business" means any business engaged in the design, development, manufacture, merchandising, distribution or sale of any products or services designed, developed, merchandised, distributed, sold or provided by the Company or its Affiliates or its successor or its Affiliates during the one (1) year period preceding and the one (1) year period following a Change in Control.

(h) "Change in Control" shall be deemed to have occurred if:

- (i) During any consecutive twelve-month period, any "person" or group of persons (within the meaning of Section 13(d) of the Act) other than the Company, an Affiliate of the Company, an employee benefit plan sponsored by the Company or any of its Affiliates, or any one or more members of the Lipke family becomes the "beneficial owner" (as defined in section 13(d) of the Exchange Act) of thirty-five percent (35%) or more of the then outstanding Voting Stock through a transaction or series of transactions which have not been arranged by or consummated with the prior approval of the Board of Directors;
- (ii) a majority of the members of the Board of Directors is replaced during any consecutive twelve-month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board of Directors prior to the date of appointment or election;
- (iii) the Company enters into a Merger Sale Agreement; provided however, that the entry into a Merger Sale Agreement shall only be deemed a "Change in Control" if the Executive's employment with the Company and all of its Affiliates is terminated without Cause or he resigns for Good Reason during the period beginning on the date the Merger Sale

Agreement is executed and ending on the date the Merger Sale is consummated or the Merger Sale Agreement is terminated; or

(iv) the consummation of a Merger Sale.

(i) "Excise Tax" means the excise tax imposed by Section 4999 of the Code and any interest or penalties with respect to such tax.

(j) "Good Reason" means that: (i) one or more of the events described in the following sentence has occurred; (ii) the Executive has, no later than ninety (90) days following the occurrence of any such event, provided written notice to the Company that the event has occurred and that the Executive intends to terminate his employment with the Company unless the Company, within thirty (30) days following the receipt of such notice, the Company (or its successor) fully and completely restores the Executive to the position which he would have been in had such event not occurred; and (iii) the Company, or if applicable, its successor, such does not, within thirty (30) days following the receipt of the written notice described in the foregoing clause, fully and completely restore the Executive to the position he would have been in had such event not occurred. The events referred to in the foregoing definition of Good Reason are as follows:

(A) the Executive's annual base salary and/or annual bonus is reduced or any other material compensation or benefits arrangement for the Executive is materially reduced (and such reduction is unrelated to the Company's, a Company's Affiliate's or the Executive's performance);

(B) the Executive's duties or responsibilities are negatively, and materially changed in a manner inconsistent with the Executive's position (including status, offices, titles, and reporting requirements) or authority;

(C) the Company or its successor requires the Executive's work location or residence to be relocated more than 50 miles from its location as of the date the Merger Sale Agreement is executed;

(D) the Company or its successor fails to offer the Executive a position after the Change in Control comparable to that held by the Executive immediately prior to the Change in Control.

(k) "Gross-Up Payment" has the meaning given to such term in Section 5 below.

(l) "Incapacity" means: (i) any physical or mental illness or disability of the Executive that prevents him from performing his essential job functions in substantially the manner and to the extent required prior to the commencement of such Incapacity for a

period of six (6) consecutive months or an aggregate of six (6) months in any consecutive twelve-month period; or (ii) the death of the Executive.

(m) "Merger Sale" means the consolidation, merger, or other reorganization of the Company, other than: (i) a consolidation, merger or reorganization of the Company in which holders of Common Stock immediately prior to the earlier of: (A) the Board of Director's approval of such consolidation, merger or other reorganization; or (B) the date of the stockholders meeting in which such consolidation, merger or other reorganization is approved, continue to hold seventy percent (70%) or more of the outstanding voting securities of the surviving entity immediately after the consolidation, merger, or other reorganization; and (ii) a consolidation, merger or other reorganization which is effected pursuant to the terms of a Merger Sale Agreement which provides that the consolidation, merger or other reorganization contemplated by the Merger Sale Agreement will not constitute a Change in Control for purposes of this Agreement.

(n) "Merger Sale Agreement" means an agreement in which the Company agrees to a Merger Sale.

(o) "Payment" has the meaning given such term in Section 5 below.

(p) "Underpayment" has the meaning given to such term in Section 5(d) below.

(q) "Voting Stock" means securities of the Company entitled to vote in the elections of directors.

2. Term Of Agreement. This Agreement shall commence on the date first set forth above and, subject to the provisions of Section 14 below, shall remain in effect until the earlier of: (a) the first anniversary of a Change in Control; (b) the termination of the Executive's employment by reason of the Executive's Incapacity; or (c) the termination of the Executive's employment for any reason prior to a Change in Control.

3. Obligations Of The Company Upon A Change In Control. (a) Upon the occurrence, prior to the termination of this Agreement as provided for by Section 2 above, of any Change in Control other than a Change in Control described in Section 1(h)(iii), the Executive shall be entitled to receive the following payments and benefits from the Company:

- (i) the restrictions imposed upon the sale, transfer or other conveyance of any restricted stock held by the Executive pursuant to the terms of any restricted stock agreement or any other plan or agreement shall terminate;
- (ii) any and all compensation which is payable at a time and in a manner which constitutes a "deferral of compensation" within the meaning of U.S. Treasury Regulation §1.409A-1(b)(1) shall be paid to the

Executive in one lump sum payment within thirty (30) days following the occurrence of a Change in Control;

- (iii) as currently provided for by the Gibraltar Industries, Inc. Management Stock Purchase Plan, the amount required to be paid to the Executive with respect to restricted stock unit awards credited to the Executive's Account under the terms of the Management Stock Purchase Plan shall be paid to the Executive in one lump sum payment on the date the Change in Control occurs;
- (iv) any options and stock appreciation rights held by the Executive shall vest and become fully exercisable and any other equity based incentive compensation awards held by the Executive, including but not limited to performance unit awards, shall become payable as provided for by the terms of such awards; and
- (v) any common stock of the Company which has not been issued to the Executive under the terms of any long term equity based incentive compensation plan which was adopted by the Board of Directors prior to the date the Change in Control occurs, but which common stock would have been issued to the Executive under the terms of such long term equity based incentive compensation plan if the Change in Control had not occurred and the Executive had met all the applicable performance goals established by the Board of Directors in order to receive such common stock under such long term equity based incentive compensation plan shall, effective as of the date the Change in Control occurs, be issued to the Executive, free and clear of all restrictions on the sale, transfer or conveyance of such common stock.

(b) Upon the occurrence of a Change in Control described in Section 1(h)(iii), the Executive (or, if applicable, his beneficiary or his estate) shall be entitled to receive the payments and benefits described in Section 3(a) above; provided that: (i) the date on which such payments and benefits are provided to the Executive shall not be later than the end of the thirty (30) day period beginning on the date on which the Change in Control described in Section 1(h)(iii) occurs; and (ii) each payment and/or provision to the Executive of each of the payments and benefits described in Section 3(a) above shall be deemed to be a separate payment for purposes of the short term deferral rules of Section 409A of the Code.

4. Obligations Of The Company Upon Termination Of Employment Following A Change In Control. If a Change in Control described in Section 1(h)(iii) occurs or if the Executive's employment is terminated by the Company without "Cause" or by the Executive for Good Reason at any time during the one year period immediately following a Change in Control described in Section 1(h)(i), (ii) or (iv), in addition to the payments and benefits which the Executive is entitled to pursuant to Section 3 above: (a) within ten

(10) days following the termination of the Executive's employment, the Executive shall be paid the amount of any of the regularly scheduled installments of his annual base salary which were due to be paid for the period ending with the date the Executive's employment is terminated to the extent that such payments are unpaid as of the end of such ten (10) day period; and (b) the Company shall pay to the Executive in one lump sum payment no later than the end of the thirty (30) day period beginning on the date the Change in Control described in Section 1(h)(iii) occurs or the date the Executive's employment is terminated by the Company without "Cause" or by the Executive for Good Reason (whichever the case may be), an amount equal to the sum of: (i) the Executive's accrued and unpaid vacation pay determined as of the date the Executive's employment is terminated; and (ii) an amount equal to the Executive's Annual Compensation defined in Section 1(c) above. For purposes of this Agreement, each of the payments required to be made pursuant to the preceding provisions of this Section 4 shall be deemed to be a separate payment for purposes of the short term deferral rules of Section 409A of the Code.

5. Gross-Up Payment. (a) Notwithstanding anything in this Agreement to the contrary, in the event it is determined that any payment or distribution by the Company to or for the benefit of the Executive, under this Agreement or otherwise (a "Payment"), would be subject to the Excise Tax, then the Company shall pay the Executive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes and including any Excise Tax, imposed upon the Gross-Up Payment) the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

(b) Subject to the provisions of Section 5(c) hereof, all determinations required to be made under this Section 5, including whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, shall be made by any nationally recognized firm of certified public accountants (the "Accounting Firm") which shall provide detailed supporting calculations to the Company and the Executive within 60 business days following the occurrence of a Change in Control. If the Accounting Firm has performed services for the entity that caused the Change of Control or any of its Affiliates, the Executive may select an alternative accounting firm from any nationally recognized firm of certified public accountants. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive with an opinion that he has substantial authority not to report any Excise Tax on his federal income tax return. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. When calculating the amount of the Gross-Up Payment, the Executive shall be deemed to pay:

- (i) Federal income taxes at the highest applicable marginal rate of Federal income taxation for the calendar year in which the Gross-Up Payment is to be made; and
- (ii) any applicable state and local income taxes at the highest applicable marginal rate of taxation for the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in Federal

income taxes which could be obtained from deduction of such state and local taxes if paid in such year.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten business days after the Executive knows of such claim. The notification shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim for at least thirty days after the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

- (i) give the Company any information reasonably requested by the Company relating to such claim;
- (ii) take such action in connection with contesting such claim as the Company reasonably requests in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company;
- (iii) cooperate with the Company in good faith in order to effectively contest such claim; and
- (iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest. The Company shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 5(c), the Company shall control all proceedings taken in connection with such contest. The Company, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim. The Company may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall pay the amount of such payment to the Executive and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax, including interest or penalties, imposed with respect to such payment and with respect to any imputed income with respect to such payment; and provided,

further that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. The Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm, it is possible that Gross-Up Payments which should have been made will not have been made ("Underpayment"). In the event that the Company exhausts its remedies pursuant to Section 5(c), and the Executive is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment and the Company shall promptly pay the Executive the amount of such Underpayment.

(e) If, after the Company has paid a claim pursuant to Section 5(c) the Executive becomes entitled to a refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 5(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon by the taxing authority after deducting any taxes applicable thereto). The amount of such payment shall be considered part of the Gross-Up Payment and subject to gross-up for any taxes (including interest or penalties) associated therewith.

(f) The Gross-Up Payment shall be paid to the Executive no later than the Executive's taxable year following the taxable year of the Executive in which the Excise Taxes with respect to which the Gross-Up Payment is payable are paid by the Executive.

6. At-Will Employment; Withholding. (a) The Company and the Executive acknowledge that the Executive's employment is and shall continue to be at-will, as defined under applicable law. If the Executive's employment terminates for any reason, including without limitation any termination prior to a Change in Control, the Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be available in accordance with the Company's established employee plans and policies at the time of such termination.

(b) All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes.

7. Non-Compete Period. (a) If the Executive's employment is terminated during the one year period following a Change in Control, the Executive agrees that during the one-year period following such termination, he will not, and will cause each of his Affiliates not to, for any reason whatsoever, directly or indirectly, either individually or as an owner, partner, officer, director, manager, employee, lender, consultant or adviser or otherwise, engage in any Competitive Business anywhere in the United States of America. The ownership by the Executive of up to 2% of any class of securities of any

company which has a class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended, shall not constitute a breach of this covenant.

(b) The parties acknowledge and agree that damages in the event of a breach of any of the provisions of this Section 7 would be difficult, if not impossible, to ascertain and it is therefore agreed that the Company (or its successor), in addition to and without limiting any other remedy or right it may have, shall have the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining any such breach. The Executive further agrees that the Company (or its successor) shall not be required to post a bond or other security in connection with the issuance of any such injunction.

(c) Notwithstanding anything in this Section 7 to the contrary, if at any time, in any judicial proceeding, any of the restrictions stated in this Section 7 are found by a final order of a court of competent jurisdiction to be unreasonable or otherwise unenforceable under circumstances then existing, the Executive and the Company agree that the period, scope or geographical area, as the case may be, shall be reduced to the extent necessary to enable the court to enforce the restrictions to the extent such provisions are allowable under law, giving effect to the agreement and intent of the parties that the restrictions contained herein shall be effective to the fullest extent permissible. The Executive agrees that the restrictions contained in this Section 7 are reasonable in all respects. The provisions of this Section 7 shall survive the term of this Agreement.

8. Nondisclosure. The Executive shall not (other than in the good faith performance of his services to the Company or its Affiliates before termination of employment) disclose or make known to anyone other than employees of the Company and its Affiliates, or use for the benefit of himself or any other person, firm, operation, or entity unrelated to the Company, any knowledge, information, or materials, whether tangible or intangible, belonging to the Company, about the products, services, know-how, customers, business plans, or financial, marketing, pricing, compensation, and other proprietary matter relating to the Company. Promptly upon the termination of the Executive's employment with the Company, the Executive shall deliver to the Company any and all confidential information in his possession. The provisions of this Section 8 shall survive the term of this Agreement.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession will be a breach of this Agreement and entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to had the Company terminated the Executive for any reason other than Cause or Incapacity on the succession date (and assuming a Change in Control had occurred prior to such succession date).

10. Non-Assignability. This Agreement is personal in nature and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under it, except as provided in Section 8. Without limiting the foregoing, the Executive's right to receive payments under this Agreement shall not be assignable or transferable, whether by pledge, creation of a security interest, or otherwise, other than a transfer by his or her will or by the laws of descent or distribution, and, in the event of any attempted assignment or transfer by the Executive contrary to this Section, the Company shall have no liability to pay any amount so attempted to be assigned or transferred.

11. Notice Of Termination. In the event that, following a Change in Control, the Company terminates the Executive's employment for Cause or the Executive terminates his employment with the Company for Good Reason, the party terminating such employment shall send notice to the other party given in accordance with Section 11 below, within thirty (30) days of the date of such termination of Employment. The notice shall be in writing and shall (i) state the specific termination provision in the Agreement relied upon and (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under such provision.

12. Notices. For the purpose of this Agreement, notices and all other communications provided for shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier addressed as follows:

If to the Executive:

Paul M. Murray
3556 Lakeshore Road
Buffalo, NY 14219

If to the Company:

Gibraltar Industries, Inc.
3556 Lakeshore Road
Buffalo, NY 14219

or to such other address as either party may have furnished to the other in writing. Notices of change of address shall be effective only upon receipt.

13. Governing Law. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of New York without reference to principles of conflict of laws.

14. Settlement of Disputes; Arbitration. If there has been a Change in Control and any dispute arises between the Executive and the Company as to the validity, enforceability, and/or interpretation of any right or benefit afforded by this Agreement such dispute shall

be resolved by binding arbitration proceedings in accordance with the rules of the American Arbitration Association. The arbitrators shall presume that the rights and/or benefits afforded by this Agreement that are in dispute are valid and enforceable and that the Executive is entitled to such rights and/or benefits. The Company shall be precluded from asserting that such rights and/or benefits are not valid, binding, and enforceable and shall stipulate before such arbitrators that the Company is bound by all the provisions of this Agreement. The burden of overcoming by clear and convincing evidence the presumption that the Executive is entitled to such rights and/or benefits shall be on the Company. Punitive damages shall not be awarded. The results of any arbitration shall be conclusive on both parties and shall not be subject to judicial interference or review on any ground whatsoever, including without limitation any claim that the Company was wrongfully induced to enter into this Agreement to arbitrate such a dispute. The Company shall pay or reimburse the Executive for legal fees and expenses incurred as a result of any dispute resolution process entered into by the Executive to enforce this Agreement.

15. Survival of Certain Obligations. Notwithstanding anything to the contrary contained in Section 2 above, if a Change in Control occurs and, prior to the first anniversary of the Change in Control, the Executive becomes entitled to payment of any amount or provision of any benefits provided for by Sections 3, 4, 5 or 14 above, the Company's obligation to pay the Executive any such amounts or provide the Executive any such benefits shall survive until all such amounts and benefits have been paid or provided to the Executive.

16. Miscellaneous. (a) This Agreement contains the entire understanding with the Executive with respect to its subject matter and supersedes any and all prior agreements or understandings, written or oral, relating to the subject matter. No provisions of this Agreement may be amended unless such amendment is agreed to in writing signed by the Executive and the Company.

(b) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same Agreement.

(d) The captions of this Agreement are not part of its provisions and shall have no force or effect.

(e) If and to the extent that any provision of this Agreement would result in the payment or deferral of compensation in a manner which does not comply with the provisions of Section 409A of the Code and the Treasury regulations promulgated thereunder, such provisions shall, to the maximum extent possible, be construed and interpreted in a manner which will cause such provisions to be implemented in a manner which complies with the applicable requirements of Section 409A and the Treasury

regulations promulgated thereunder so as to avoid subjecting the Executive to taxation under Section 409A(a)(i)(A) of the Code. If any payment provided for by this Agreement could, as a result of the period of time within which such payment is required to be made, be paid to the Executive in one of two consecutive taxable years of the Executive, the Executive shall have no right to determine the taxable year in which such payment is made.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above set forth.

GIBRALTAR INDUSTRIES, INC.

By: /s/ Henning Kornbrekke
Name: Henning Kornbrekke
Title: President

/s/ Paul M. Murray
Name: Paul M. Murray