

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

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**FORM 8-K**

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

Date of Report (Date of earliest event reported) January 6, 2014 (January 2, 2014)

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**GIBRALTAR INDUSTRIES, INC.**

(Exact name of registrant as specified in its charter)

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**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)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.**

**Award of Performance Units**

On January 2, 2013 Gibraltar Industries, Inc. (the “Company”) issued Performance Share Units using a new Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award of performance stock units (the “New Performance Award”). The New Performance Award will replace the form of award for performance stock units granted to the Company’s executive officers prior to January 2, 2014.

The New Performance Award differs from the form of award for Performance Units awarded in 2013 in that Recipients terminated “without cause” will receive the amount earned under the New Performance Award upon completion of the Performance Period, as opposed to the targeted award under the previous forms of awards,

This description is qualified in its entirety by reference to the terms and conditions of the form of the Award, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

**Award of Restricted Units**

On January 2, 2013 the Company issued restricted stock units under a new Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award for restricted stock units (the “New Restricted Award”). The New Restricted Award will replace the form of award for restricted stock units granted to the Company’s executive officers prior to January 2, 2014.

The New Restricted Award differs from the form of award for Restricted Units awarded in 2013 in that Recipient’s unvested restricted stock units vest upon retirement under certain conditions. This description is qualified in its entirety by reference to the terms and conditions of the form of the Award, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

10.1 Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award of Performance Units

10.2 Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award of Restricted Units

**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: January 6, 2014

GIBRALTAR INDUSTRIES, INC.

/s/ Timothy F. Murphy

Name: Timothy F. Murphy

Title: Vice President, Treasurer and Secretary

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award of Performance Units
10.2	Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award of Restricted Units

GIBRALTAR INDUSTRIES, INC.  
2005 EQUITY INCENTIVE PLAN

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Award of Performance Units

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THIS AWARD is made to \_\_\_\_\_ (the "Recipient") as of \_\_\_\_\_.

## Recitals:

Effective as of April 1, 2005, Gibraltar Industries, Inc. (the "Company") adopted an equity based incentive plan known as the Gibraltar Industries, Inc. 2005 Equity Incentive Plan (the "Plan").

An Award to the Recipient of ( \_\_\_\_\_ ) Performance Units (the "Targeted Performance Unit Award") has been approved as provided for by the Plan. These Performance Units will be converted to and paid in cash to the Recipient provided that the Company achieves certain Performance Goals established by the Committee. The actual number of Performance Units that the Recipient shall be entitled to receive payment for shall be increased or decreased, depending on the degree to which the Company achieves a level of performance which exceeds or is less than Performance Goals established by the Committee; provided that the number of additional Performance Units which may be credited to the Recipient shall not exceed the number of Performance Units contained in the Targeted Performance Unit Award with the result that maximum number of Performance Units which the Recipient may receive payment for as a result of this Award is two (2) times the number of Performance Units contained in the Targeted Performance Unit Award.

The Plan provides that the terms and conditions of each Award are to be specified in a written instrument.

The Award of Performance Units to the Recipient on the terms and conditions contained in this instrument has been approved according to the terms of the Plan.

Grant of Award:

NOW, THEREFORE, the Company hereby grants an Award of Performance Units to the Recipient on the following terms and conditions:

1. Award of Performance Units. Subject to the terms and conditions of this Award instrument ("Instrument"), the Recipient is hereby granted an Award of Performance Units equal in number to the number of Performance Units contained in the Targeted Performance Unit Award. The number of Performance Units which the Recipient shall be entitled to be paid for shall be increased or decreased based on the degree to which the Company has achieved or failed to achieve the Performance Goals established by the Committee. Provided that the Recipient satisfies the terms and conditions set forth in this Instrument, the Performance Units awarded to the Recipient will be converted to cash and paid to the Recipient as provided for in this Instrument. Any reference in this Instrument to Performance Units shall be deemed to refer only to the Performance Units granted pursuant to the Award reflected in this Instrument together with any Dividend Equivalent Units attributable to such Performance Units and any additional Performance Units credited to the Recipient with respect to the Performance Units referred to above pursuant to the anti-dilution provisions of the Plan.

2. Restriction on Transfer. The Performance Units issued pursuant to this Award shall be subject to the Restrictions on transfer set forth in Section 8.01 of the Plan.

3. Performance Period and Performance Goals. The Performance Period for the Performance Units contained in this Award shall be the period beginning January 1, 2014 and ending December 31, 2014. The Performance Goal which shall be in effect for the Performance Period shall be the achievement by the Company of a return on invested capital ("ROIC") for the Performance Period (hereinafter the "Company ROIC"), which Company ROIC is equal to the Targeted ROIC the Performance. The Targeted ROIC has been established by the Committee as % . The Company ROIC shall be equal to a fraction, the numerator of which is equal to the sum of Net Income and Net Interest Expense; and the denominator of which is an amount equal to the sum of the Monthly Average Debt and Monthly Average Equity less Monthly Average Cash. At the discretion of the Committee, the calculation of Company ROIC will be adjusted to remove the impact of net restructuring charges, net other non-routine charges and discontinued operations on the calculation of the Company RIOC. Net Income is as reported in the Company's consolidated financial statements, Net Interest Expense is interest expense as reported in the Company's consolidated financial statements, net of the tax benefit of interest expense. Monthly Average Debt, Monthly Average Equity and Monthly Average Cash are based on the average of the balances of Debt, Equity and Cash, respectively, on the Company's consolidated financial statements as of the end of each calendar month during the thirteen (13) month period beginning December 31, 2013 and ending December 31, 2014.

4. Payments to Employed Recipients. Except as otherwise provided in Section 9 below, if, prior to December 31, 2016 (hereinafter the "Vesting Date"), there has not been a Change in Control and the Recipient is still in the employ of the Company on the Vesting Date, the Company shall, no earlier than January 1, 2017 and no later than January 31, 2017 (such period being hereinafter the "Intended Payment Period"), pay the Recipient, in cash or immediately available funds, an amount equal to: (a) the number of the Performance Units (and related Dividend Equivalent Units) which are deemed to have been earned by the Recipient for the Performance Period (as determined pursuant to Section 7 hereof); multiplied by (b) an amount equal to the average of the closing prices of one share of Common Stock as reported by the Nasdaq Stock Exchange on each Business Day during the period beginning October 1, 2016 and ending December 31, 2016 (such amount being hereinafter the "Intended Performance Unit Valuation").

5. Payment Upon Certain Terminations of Employment. Notwithstanding any provisions of Section 6.10 of the Plan to the contrary and subject, in all cases, to the provisions of the Omnibus Code Section 409A Compliance Policy adopted by the Company effective January 1, 2009 and Section 9 below:

(a) if: (i) prior to the Vesting Date, there has not been a Change in Control; and (ii) the Recipient terminates his employment with the Company after the end of the Performance Period and after the Recipient has attained at least age sixty (60) and completed at least five (5) years of service with the Company (as determined under the rules governing years of service provided for by the Company's 401(k) plan) (any such Recipient who has attained at least age sixty (60) and completed at least five (5) years of service being hereinafter a "Retirement Eligible Recipient"); then (ii) the Company shall pay to the Retirement Eligible Recipient during the Intended Payment Period, in cash or immediately available funds, an amount equal to: (A) the number of the Performance Units (and related Dividend Equivalent Units) which are deemed to have been earned by the Retirement Eligible Recipient for the Performance Period (as determined pursuant to Section 7 hereof); multiplied by (B) an amount equal to the Intended Performance Unit Valuation;



(b) if: (i) prior to the Vesting Date, there has not been a Change in Control; and (ii) the Recipient's employment with the Company has been terminated prior to the end of the Performance Period due to the Recipient's death or Disability; then (iii) the Company shall, no later than thirty (30) days following the date the Recipient's employment with the Company is terminated, pay to the Recipient (or, in the case of the Recipient's death, to the Recipient's Beneficiary), in cash or immediately available funds, an amount equal to: (A) the number of Performance Units contained in the Targeted Performance Unit Award; multiplied by (B) an amount equal to the average of the closing prices of one share of Common Stock as reported by the Nasdaq Stock Exchange on each Business Day occurring during the ninety (90) day period ending on the day immediately preceding the date the Recipient's employment with the Company is terminated;

(c) if: (i) prior to the Vesting Date, there has not been a Change in Control; and (ii) the Recipient's employment with the Company has been terminated prior to the end of the Performance Period by the Company "without cause" (as "cause" is defined in Section 6(c) below) (whether or not the Recipient is a Retirement Eligible Recipient); then (iii) the Company shall, no later than thirty (30) days following the end of the Performance Period, pay to the Recipient (or, in the case of the Recipient's death, to the Recipient's Beneficiary), in cash or immediately available funds, an amount equal to: (A) the number of Performance Units (and related Dividend Equivalent Units) which are deemed to have been earned by the Recipient (as determined pursuant to Section 7); multiplied by (B) an amount equal to the average of the closing prices of one share of Common Stock as reported by the Nasdaq Stock Exchange on each Business Day occurring during the ninety (90) day period ending on the last day of the Performance Period;

(d) if: (i) prior to the Vesting Date, there has not been a Change in Control; and (ii) the Recipient's employment with the Company has been terminated after the end of the Performance Period, either due to the Recipient's death or Disability or by the Company "without cause" (as "cause" is defined in Section 6(c) below) (whether or not the Recipient is a Retirement Eligible Recipient); then (iii) the Company shall, no later than thirty (30) days following the date the Recipient's employment with the Company is terminated, pay to the Recipient (or, in the case of the Recipient's death, to the Recipient's Beneficiary), in cash or immediately available funds, an amount equal to: (A) the number of Performance Units (and related Dividend Equivalent Units) which are deemed to have been earned by the Recipient (as determined pursuant to Section 7); multiplied by (B) an amount equal to the average of the closing prices of one share of Common Stock as reported by the Nasdaq Stock Exchange on each Business Day occurring during the ninety (90) day period ending on the day immediately preceding the date the Recipient's employment with the Company is terminated; and

(e) if: (i) prior to the Vesting Date, there has not been a Change in Control; and (ii) the Recipient's employment with the Company has been terminated by the Company "for cause" (as "cause" is defined in Section 6(c) below) after the end of the Performance Period; and (iii) at the time the Recipient's employment is terminated, the Recipient is a Retirement Eligible Recipient; then (iv) the Company shall, no later than thirty (30) days following the date the Recipient's employment with the Company is terminated, pay to the Retirement Eligible Recipient, in cash or immediately available funds, an amount equal to: (A) the number of Performance Units (and related Dividend Equivalent Units) which are deemed to have been earned by the Retirement Eligible Recipient (as determined pursuant to Section 7); multiplied by (B) an amount equal to the average of the closing prices of one share of Common Stock as reported by the Nasdaq Stock Exchange on each Business Day occurring during the ninety (90) day period ending on the day immediately preceding the date the Recipient's employment with the Company is terminated.

6. Forfeiture of Performance Units Upon Certain Terminations of Employment. (a) If: (i) prior to the Vesting Date, there has not been a Change in Control; and (ii) the Recipient's employment with the Company has been terminated prior to the end of the Performance Period but after the Recipient has become a Retirement Eligible Recipient; and (iii) the Recipient's employment with the Company has been terminated "for cause" (as "cause" is defined in Section 6(c) below) or for any other reason other than the Recipient's death or Disability or a termination by the Company "without cause" (as "cause" is defined in Section 6(c) below); then (iv) the Retirement Eligible Recipient shall forfeit his right to payment for any Performance Units awarded pursuant to the terms of this Instrument and the Company shall have no obligation to pay the Recipient any amount with respect to such Performance Units.

(b) If: (i) prior to the Vesting Date, there has not been a Change in Control; and (ii) the Recipient's employment with the Company has been terminated prior to the Vesting Date (whether before or after the expiration of the Performance Period) for any reason other than the Recipient's death, the Recipient's Disability or a termination of the Recipient by the Company without "cause" (as "cause" is defined in Section 6(c) below); and (iii) at the time that the Recipient's employment is terminated, the Recipient is not a Retirement Eligible Recipient; then (iv) the Recipient shall forfeit his right to payment for any Performance Units awarded pursuant to the terms of this Instrument and the Company shall have no obligation to pay the Recipient any amount with respect to such Performance Units.

(c) For purposes of this Agreement, the term "cause" when used in the context of a termination "for cause" or a termination "without cause" shall mean that the Recipient has, in the determination of the Committee, engaged in egregious acts or omissions which have resulted in material injury to the Company and its business.

**7. Performance Units Deemed Earned.** For purposes of determining the amount of the payment to be made to the Recipient with respect to the Performance Units awarded pursuant to this Instrument, the number of Performance Units deemed to have been earned by the Recipient for the Performance Period shall be determined by the Committee as soon as practicable following the end of the Performance Period. To determine the number of Performance Units which shall be deemed to have been earned by the Recipient, the Committee shall first determine the Company's ROIC for the Performance Period. The Committee shall compare the Company ROIC for the Performance Period to the Targeted ROIC for the Performance Period. If the Company ROIC for the Performance Period exceeds the Targeted ROIC for the Performance Period, the number of Performance Units deemed to have been earned by the Recipient with respect to such Performance Period shall be equal to the number of Performance Units contained in the Targeted Performance Unit Award, increased by a number of Performance Units (provided that the aggregate number of Performance Units deemed to have been earned by the Recipient after any such increase shall not in any event exceed two hundred percent (200%) of the number of Performance Units contained in the Targeted Performance Unit Award) equal to five percent (5.0%) of the total number of Performance Units in the Targeted Performance Unit Award (or a pro-rata portion thereof) for each ten (10) basis points (or a pro-rata portion thereof) by which the Company ROIC for the Performance Period exceeds the Targeted ROIC for the Performance Period. If the Company ROIC for the Performance Period is less than the Targeted ROIC for the Performance Period and greater than the Company ROIC for the preceding fiscal year (the Company ROIC for the fiscal year immediately preceding the Performance period being hereinafter the "Prior Year ROIC"), the number of Performance Units deemed to have been earned by the Recipient for the Performance Period shall be equal to the number of Performance Units contained in the Targeted Performance Unit Award, reduced by a number of Performance Units equal to five percent (5.0%) of the total number of Performance Units in the Targeted Performance Unit Award (or a pro-rata portion thereof) for each ten (10) basis points (or a pro-rata portion thereof) by which the Targeted ROIC for the Performance Period exceeds the Company ROIC for the Performance Period. If the Company ROIC for the Performance Period is less than the Targeted ROIC for the Performance Period and less than the Prior Year ROIC, the number of Performance Units deemed to have been earned by the Recipient for the Performance Period shall be equal to the number of Performance Units contained in the Targeted Performance Unit Award, reduced by a number of Performance Units equal to five percent (5.0%) of the total number of Performance Units in the Targeted Performance Unit Award (or a pro-rata portion thereof) for each ten (10) basis points (or a pro-rata portion thereof) by which the Targeted ROIC for the Performance Period exceeds the Prior Year ROIC and further reduced by a number of Performance Units equal to 10 percent (10.0%) of the total number of Performance Units in the Targeted Performance Unit Award (or a pro-rata portion thereof) for each ten (10) basis points (or a pro-rata portion thereof) by which the Prior Year ROIC exceeds the Company ROIC for the Performance Period. If the Company ROIC for the Performance Period is equal to the Targeted ROIC for the Performance Period, the number of Performance Units deemed to have been earned by the Recipient shall be equal to the number of performance Units contained in the Targeted Performance Unit Award. No fractional Performance Units will be earned or issued, and, instead, the award of Performance Units will be rounded up or down to the nearest whole share. Notwithstanding the foregoing, for purposes of determining the amount to be paid to the Recipient, the number of Performance Units which are deemed to be earned by the Recipient may, as contemplated by Section 6.08 of the Plan, be reduced by the Committee, in its discretion, to take into account such additional factors as may be determined by the Committee.

8. Payment for Performance Units Upon a Change in Control. If a Change in Control occurs after the end of the Performance Period, on the date the Change in Control occurs the Recipient shall, subject to the provisions of Section 9 below, be paid, in cash or immediately available funds, an amount equal to the number of Performance Units, if any, deemed to have been earned by the Recipient pursuant to Section 4 hereof with respect to the Performance Period multiplied by the Fair Market Value of one Share of Common Stock, determined as of the date the Change in Control occurs. If a Change in Control occurs prior to the end of the Performance Period, on the date the Change in Control occurs the Recipient shall, subject to the provisions of Section 9 below, be paid, in cash or immediately available funds, an amount equal to the number of Performance Units contained in the Targeted Performance Unit Award multiplied by the Fair Market Value of one Share of Common Stock, determined as of the date the Change in Control occurs. Notwithstanding the foregoing, if any payment has been made to any Recipient under the terms of Section 4, Section 5 or Section 6 above and following the date any such payment is made a Change in Control occurs, the Recipient shall not be entitled to any additional payment with respect to the Performance Units awarded to the Recipient pursuant to the terms of this Award as a result of the occurrence of the Change in Control.

9. Overall Limit on Amounts Paid to Recipient. Notwithstanding anything to the contrary contained in this Instrument, the maximum amount payable to the Recipient with respect to the Performance Units awarded pursuant to the terms of this Instrument shall not exceed an amount equal to: (a) the total number of Performance Units contained in the Targeted Performance Unit Award; multiplied by (b) the grant date fair value of one Performance Unit as determined by the Company as of the date the on which the Award is granted; multiplied by (c) five (5).

10. Manner for Payment of Awards. All amounts required to be paid to a Recipient in connection with the Performance Units reflected in this Award shall be paid in one lump sum payment less applicable withholding taxes.

11. Applicability of the Plan. Except as otherwise provided by this Instrument, the terms of the Plan shall apply to the Award described in this Instrument and the rights of the Recipient with respect to such Award. This Instrument, together with the Plan, contains all the terms and conditions of the Award described herein and the rights of the Recipient with respect to such Award.

12. Notices. Any notices or other communications given in connection with this Agreement shall be mailed, and shall be sent by registered or certified mail, return receipt requested, to the indicated address as follows:

If to the Company:

Gibraltar Industries, Inc.  
3556 Lake Shore Road  
P.O. Box 2028  
Buffalo, New York 14219  
Attn: Corporate Secretary

If to the Recipient:

To the address of record

or to such changed address as to which either party has given notice to the other party in accordance with this Section 9. All notices shall be deemed given when so mailed, except that a notice of a change of address shall be deemed given when received.

13. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning provided to such terms by the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first set forth above.

GIBRALTAR INDUSTRIES, INC.

By: /s/ Paul M. Murray

**Participant Name:**

**Employee Number:**

**Grant Name:**

**Issue Date:**

**Expiry Date:**

**Grant Price:**

**Total :**

**GIBRALTAR INDUSTRIES, INC.**

**2005 EQUITY INCENTIVE PLAN**

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**Award of Restricted Units**

THIS AWARD made to \_\_\_\_\_ (the "Recipient") as of this \_\_\_\_\_ .

Recitals:

Effective as of April 1, 2005, Gibraltar Industries, Inc. (the "Company") adopted an equity based incentive plan known as the Gibraltar Industries, Inc. 2005 Equity Incentive Plan (the "Plan").

Under the Plan, the Company is authorized to grant equity based incentive compensation awards to eligible recipients, the terms and conditions of which awards are to be specified in a written instrument.

Grant of Award :

NOW, THEREFORE, the Company hereby grants to the Recipient, Restricted Units on the following terms and conditions:

1. Award of Restricted Units. Subject to the terms and conditions of this Award instrument ("Instrument"), the Recipient is hereby granted an Award of Restricted Units. Any reference in this Instrument to Restricted Units shall be deemed to refer only to the Restricted Units granted pursuant to the Award reflected in this Instrument together with any Dividend Equivalent Units attributable to such Restricted Units and any additional Restricted Units credited to the Recipient with respect to the Restricted Units referred to above pursuant the anti-dilution provisions of the Plan.
2. Restriction on Transfer. Except as set forth in Section 3 and Section 4 below, the Restricted Units shall be subject to the Restrictions on transfer set forth in Section 5.02 of the Plan.
3. Lapse of Restrictions; Expiration of Restricted Period. The Restrictions shall lapse and the Restricted Period shall vest according to the vesting schedule shown above.
4. Lapse of Restrictions Upon Certain Terminations of Employment. Notwithstanding any provisions of Section 5.06 of the Plan to the contrary, if the Recipient's employment is terminated as a result of the Recipient's death, as a result of the Recipient's Disability or by the Company for any reason other than "for cause" as defined in Section 5 below, the Restrictions on any Restricted Units which have not lapsed as of the date the Recipient's employment is terminated shall lapse on the earlier of: (a) the end of the six (6) month period which begins on the first day following the date the Recipient's employment is terminated; and (b) the date of the Recipient's death. In addition (and notwithstanding any provisions of Section 5.06 of the Plan to the contrary), if: (a) the Recipient retires from his employment with the Company at any time on or after the latest to occur of: (i) the date the Recipient attains age sixty(60); (ii) the end of the five (5) year period beginning on the date the Recipient is hired by the Company; and (iii) the end of the one (1) year period from the date of this Award, then (b) the restrictions on any Restricted Units which have not lapsed as of the date of the Recipient's retires from his employment with the Company shall lapse the earlier of: (a) the end of the six (6) month period which begins on the first day following the date of the Recipients retirement: and (b) the date of the Recipient's death following the date the Recipient retires from his employment with the Company.
5. Forfeiture of Restricted Units Upon Certain Terminations of Employment. If the Recipient's employment is terminated at the election of the Recipient any time prior to the latest to occur of: (i) the date the Recipient attains age sixty (60); (ii) the end of the five (5) year period beginning on the date the Recipient is hired by the Company; and (iii) the end of the one (1) year period from the date of this Award or by the Company "for cause" as defined in the following sentence, any Restricted Units credited to the bookkeeping account established for the Recipient in connection with this Award shall be forfeited as of the date the Recipient's employment is so terminated. For purposes of this Award, the Recipient's employment with the Company shall be deemed to have been terminated "for cause" if the Compensation Committee determines (and provides the Recipient a written statement of its determination) that the Recipient has engaged in egregious acts or omissions which have resulted in material injury to the Company and its business.

6. Lapse of Restrictions Upon a Change in Control. As provided for by Article 9 of the Plan, upon the occurrence of a Change in Control, the Restrictions applicable to any of the Restricted Units granted to the Recipient pursuant to this Instrument that have not lapsed as of the date a Change in Control occurs shall lapse on the date the Change in Control occurs.

7. Form of Payment. Except as otherwise provided by Article 9 of the Plan, upon the lapse of the Restrictions on Restricted Units contained in this Award, the Company shall issue to the Recipient a stock certificate representing the number of Shares of Common Stock represented by the Restricted Units (and related Dividend Equivalent Units) with respect to which the Restrictions have lapsed, together with cash equal to the Fair Market Value, determined as of the date the Restrictions have lapsed, of any fractional Restricted Units as to which the Restrictions have lapsed.

8. Applicability of the Plan. Except as otherwise provided by this Instrument, the terms of the Plan shall apply to the Award described in this Instrument and the rights of the Recipient with respect to such Award. This Instrument, together with the Plan, contains all the terms and conditions of the Award described herein and the rights of the Recipient with respect to such Award.

9. Notices. Any notices or other communications given in connection with this Agreement shall be mailed, and shall be sent by registered or certified mail, return receipt requested, to the indicated address as follows:

If to the Company:

Gibraltar Industries, Inc.  
3556 Lake Shore Road  
P.O. Box 2028  
Buffalo, New York 14219  
Attn: Corporate Secretary

If to the Recipient;

To the Recipient's address of record

or to such changed address as to which either party has given notice to the other party in accordance with this Section 9. All notices shall be deemed given when so mailed, except that a notice of a change of address shall be deemed given when received.

10. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning provided to such terms by the Plan.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first set forth above.

GIBRALTAR INDUSTRIES, INC.

BY: /s/ Paul M. Murray