Table of Contents

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) March 15, 2011 (March 10, 2011)

GIBRALTAR INDUSTRIES, INC.

(Exact name of registrant as specified in its chapter)

Delaware	0-22462	16-1445150
(State or other jurisdiction of incorporation)	(Commission File Number)	(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:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

TABLE OF CONTENTS

Table of Contents

Item 1.01 Entry into a Material Definite Agreement

The Disposition of USP and Renown

On March 10, 2011, Gibraltar Steel Corporation of New York ("Seller'), a New York corporation and a wholly-owned subsidiary of Gibraltar Industries, Inc., a Delaware corporation (the "Company") entered into a Stock Purchase Agreement (the "USP Agreement") with MiTeK Industries, Inc., a Missouri corporation, and MiTeK Canada, Inc., an Ontario corporation (collectively the " Purchaser"), under which the Seller agreed to sell, and the Purchaser agreed to purchase, all of the issued and outstanding capital stock of United Steel Products Company, Inc., a Minnesota corporation ("USP") and all of the shares of Renown Specialties Company Ltd., an Ontario corporation ("Renown"). Under the terms of the USP Agreement, the total consideration payable to the Seller is approximately $58,000,000 in cash, net of working capital adjustments that may be made respecting USP or Renown. There was no material relationship, other than in respect of the transaction, between the Company and the Purchaser. The foregoing description of the USP Agreement is qualified in its entirety by reference to the terms, provisions, and covenants of the USP Agreement, a copy of which has been filed as Exhibit 10.1 to this report on Form 8-K and is incorporated herein by reference.

The Acquisition of D.S. Brown Company

On March 10, 2011, Gibraltar Industries Inc., a Delaware corporation (the "Company"), entered into a Stock Purchase Agreement (the "D.S. Brown Agreement") with the stockholders of D.S.B. Holding Corp, a Delaware corporation ("Holdings"), under which the Company agreed to purchase all of the issued and outstanding shares of capital stock of Holdings. Holdings, though its direct wholly-owned subsidiary the D.S. Brown Company, among other things, engages in the manufacture and sale of products for use in the transportation infrastructure industry. Under the terms of the D.S. Brown Agreement, the total consideration payable by the Company is approximately $96,000,000 in cash, net of a working capital and certain other adjustments the D.S. Brown Agreement provides for. There is no material relationship, other than in respect of the transaction, between the parties. Closing of the transactions contemplated by the D.S. Brown Agreement are subject to customary conditions, including the passage of requisite waiting periods under the Hart Scot Rodino Act, and receipt of all necessary consents, approvals, permits and authorizations from interested governmental and regulatory authorities. The foregoing description of the D.S. Brown Agreement is qualified in its entirety by reference to the terms, provisions and covenants of the D.S. Brown Agreement, a copy of which is filed as Exhibit 10.2 to this report on Form 8-K.

The USP Agreement and the D.S. Brown Agreement have been filed to provide investors and security holders with information regarding the terms, provisions, conditions, and covenants of those agreements and is not intended to provide any other factual information respecting the Company or its subsidiaries. In particular these agreements contain representations and warranties made to and solely for the benefit of the parties thereto, allocating among themselves various risks of the transactions. The assertions embodied in those representations and warranties are qualified or modified by information in disclosure schedules that the parties have exchanged in connection with signing these agreements. Moreover, information concerning the subject matter of the representations and warranties may change after the dates of these agreements, which subsequent information may or may not be fully reflected in our public disclosures. Accordingly, investors and security holders should not rely on the representations and warranties in these agreements as characterizations of the actual state of any fact or facts.

Second Amendment to Third Amended and Restated Credit Agreement

On March 10, 2011, Gibraltar Industries, Inc. and its wholly owned subsidiary, Gibraltar Steel Corporation of New York, a New York corporation, as co-borrowers, entered into Amendment No. 2 (the "Amendment") to the Third Amended and Restated Credit Agreement with KeyBank National Association and the lenders named therein (the "Credit Agreement"). The Amendment revises the definition of "Fixed Charge Coverage Ratio" and defines several new terms relative to the disposition of USP and Renown. In addition, the Amendment requires that 100% of the net cash proceeds from the disposition of USP and Renown be applied to the debt outstanding under the Credit Agreement. The foregoing description of the Amendment is qualified in its entirety by reference to the terms, provisions, and covenants of such Amendment, a copy of which has been filed as Exhibit 10.3 to this report on Form 8-K and is incorporated herein by reference.

Robert E. Sadler, Jr., a director of the Company, is a member of the Board of Manufacturers and Traders Trust Company, one of the lenders under the Credit Agreement.

Table of Contents

Item 8.01 Other Events

On March 10, 2011, the Company issued a press release announcing that it had entered into an agreement to purchase D.S. Brown Company, and completed the sale of United Steel Products Company. A copy of that press release is furnished as Exhibit 99.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(a) Not Applicable

(b) Not Applicable

(c) Not Applicable

(d) Exhibits:

10.1 — Stock Purchase Agreement among Gibraltar Steel Corporation of New York, and MiTeK Industries, Inc., and MiTeK Canada, Inc. dated March 10, 2011

10.2 — Stock Purchase Agreement among Gibraltar Industries, Inc. and the stockholders of D.S.B. Holding Corp. dated March 10, 2011

10.3 — Amendment No. 2 to the Third Amended and Restated Credit Agreement among Gibraltar Industries, Inc., Gibraltar Steel Corporation of New York and KeyBank National Association and the other lenders named therein, dated as of March 10, 2011

99.1 — Press Release dated March 10, 2011

Table of Contents

SIGNATURE

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

GIBRALTAR INDUSTRIES, INC.

Date: March 15, 2011

By: /s/ Kenneth W. Smith
Kenneth W. Smith
Senior Vice President and Chief Financial Officer

Exhibit 10.1

EXECUTION COPY
March 14, 2011

STOCK PURCHASE AGREEMENT

Dated as of March 10, 2011

By and Among

MITEK INDUSTRIES, INC. and MITEK CANADA, INC.
collectively, as Purchaser

and

GIBRALTAR STEEL CORPORATION OF NEW YORK
as Seller

TABLE OF CONTENTS

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of March 10, 2011, is by and among MiTek Industries, Inc., a Missouri corporation ("MiTek — USA"), and MiTek Canada, Inc., an Ontario corporation ("MiTek-Canada" and together with MiTek-USA, collectively the "Purchaser"), and Gibraltar Steel Corporation of New York, a New York corporation ("Seller").

R E C I T A L S:

United Steel Products Company, Inc., a Minnesota corporation ("USP"), and Renown Specialties Company Ltd., an Ontario corporation ("Renown"), are manufacturers of fabricated metal products serving the residential and commercial building industries throughout the United States and Canada, whose product lines include standard construction hardware for the light industrial, commercial and retail markets, as well as a line of connectors for the engineered lumber and plated truss industries.

Seller is the owner of all the issued and outstanding capital stock of USP and the shares of Renown.

Seller desires to sell all of the issued and outstanding capital stock of USP and all of the shares of Renown to the Purchaser, and the Purchaser desires to purchase all of the issued and outstanding capital stock of USP and all of the shares of Renown from Seller, for the USP Purchase Price and the Renown Purchase Price (each as hereinafter defined) and upon the other terms and conditions set forth herein.

CONSIDERATION:

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1.
DEFINITIONS

1.01 Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Acceptance Notice" shall have the meaning ascribed to such term in Section 2.08(d) hereof.

"Action" means any judicial, administrative or arbitral action, suit, mediation, hearing, proceeding (public or private), investigation or claim before or by any Governmental Authority.

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such other Person. For purposes of determining whether a Person is an Affiliate, the term "control" and its correlative forms "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, contract or otherwise. Notwithstanding the foregoing, when used with respect to Purchaser, "Affiliates" shall mean MiTek, Inc., and its direct and indirect subsidiaries.

"Agreement" shall have the meaning ascribed to such term in the first paragraph hereof.

"Ancillary Agreements" shall have the meaning ascribed to such term in Section 3.04 hereof.

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, Governmental Order or other requirement having the force of law.

"Base Purchase Price" means the sum of Fifty Eight Million U.S. Dollars (US$58,000,000.00).

"Base Renown Purchase Price" means the sum of Seventeen Million Four Hundred Thousand U.S. Dollars (US$17,400,000.00).

"Base USP Purchase Price" means the sum of Forty Million Six Hundred Thousand U.S. Dollars (US$40,600,000.00).

"Basket Amount" shall have the meaning ascribed to such term in Section 7.05(a) (i) hereof.

"Business" means the development, design, manufacture, distribution, marketing and sale of fabricated metal products as conducted by USP and Renown on the date hereof.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Buffalo, New York are authorized or required by law to close.

"Canadian Income Tax Act" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supplement) and the regulations thereunder.

"Closing" shall have the meaning ascribed to such term in Section 2.04 hereof.

"Closing Date" shall have the meaning ascribed to such term in Section 2.04 hereof.

"Closing Renown Net Working Capital" means the Current Assets of Renown minus the Current Liabilities of Renown, determined as of the Effective Time, as finally determined pursuant to Section 2.08 hereof.

"Closing USP Net Working Capital" means Current Assets of USP minus the Current Liabilities of USP, determined as of the Effective Time, as finally determined pursuant to Section 2.08 hereof.

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

"Competition Act" means the *Competition Act*, R.S.C. 1985, c. C-34, and the regulations thereunder.

"Competitive Business" shall have the meaning ascribed to such term in Section 5.06(a) (i) hereof.

"Confidentiality Agreement" shall have the meaning ascribed to such term in Section 5.06(e) hereof.

"Contract" means any written or oral contract, agreement, mortgage, deed of trust, bond, indenture, lease, license, note, franchise, certificate, option, warrant, right, instrument or other commitment or obligation and any amendment, supplement or modification thereto.

"Continuing Employees" shall have the meaning ascribed to such term in Section 5.12 hereof.

"Current Assets" means, on a particular date, each of the following determined in accordance with GAAP with respect to USP or Renown, whichever the case may be: accounts receivable (net of any allowance for bad debts), inventory (net of any allowance or other reserve), prepaid expenses, deposits and other assets that are likely to be sold, exchanged, or expensed in the Ordinary Course of Business of USP or Renown, within one year of such date, but excluding (a) cash, cash equivalents and marketable securities (including the USP Outstanding Check Amount and the Renown Outstanding Check Amount), and (b) Intercompany Accounts.

"Current Liabilities" means, on a particular date, each of the following determined in accordance with GAAP with respect to USP or Renown, whichever the case may be: accounts payable and accrued expenses payable coming due within one year of such date, including stay bonuses identified in Schedule 3.20(a) hereof and the associated employer payroll taxes payable with respect to such stay bonuses but excluding (a) all amounts of outstanding Indebtedness that are repaid by the Seller, USP or Renown at the Closing; (b) Intercompany Accounts and (c) liabilities for Renown Outstanding Check Amounts and USP Outstanding Check Amounts.

"Current Year" shall have the meaning ascribed to such term in Section 5.12 hereof.

"December 31 Balance Sheet" means the consolidated balance sheet of the Business, dated as of December 31, 2010, a copy of which has been delivered to the Purchaser.

"Dispute Notice" shall have the meaning ascribed to such term in Section 2.08(d) hereof.

"Disclosed Environmental Matters" shall have the meaning ascribed to such term in Section 7.02(a)(xiii) hereof.

"Effective Time" means, in the case of USP, 11:59 p.m. Central Time on the Closing Date and in the case of Renown, 11:59 p.m. Eastern Time on the Closing Date.

"Employee" means an individual who is employed by USP and/or Renown, whether on a full-time or part-time basis.

"Employee Plans" shall have the meaning ascribed to such term in Section 3.20(a) hereof.

"Encumbrance" means any security interest, pledge, mortgage, lien, charge, encumbrance, beneficial ownership interest, adverse claim, impairment, conditional sale agreement, retention agreement, option, right of first option, right of first refusal (or similar restriction), easement, right of way, encroachment, servitude, restriction or limitation of any kind or nature, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership, excluding, in the case of any securities, any limitations on the right to transfer securities arising under Applicable Law.

"Environmental Laws" means all Federal, State, Provincial, local and foreign Laws, orders, judgments and consent decrees as in effect on or prior to the Effective Time relating to or governing the protection of health, safety, environment or natural resources, prohibitions or that otherwise imposes liability or standards of conduct concerning: (a) protection of the indoor or outdoor environment; (b) pollution or pollution control; and (c) the management, containment, manufacture, possession, presence, use, processing, generation, transportation, treatment, storage, disposal, Release, abatement, removal, remediation or handling of or exposure to any contaminant or hazardous, toxic, deleterious, carcinogenic, mutagenic, radioactive, corrosive, reactive, injurious or otherwise harmful chemical, constituent, substance, material, product or waste, and including, without limitation, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 U.S.C. 9601 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. 651 et seq.), the Hazardous Material Transportation Act (49 U.S.C. 1801 et seq.), and any Canadian Laws generally addressing the same subject matter and any similar Federal, State, Provincial, local and foreign Laws and all rules and regulations promulgated according thereto, all as amended from time to time.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Established Renown Net Working Capital" means the sum of One Million Five Hundred Thousand U.S. Dollars (US$1,500,000.00).

"Established USP Net Working Capital" means the sum of Three Million Five Hundred Thousand U.S. Dollars (S$3,500,000.00).

"Expired Patent" shall have the meaning ascribed to such term in Section 5.07 hereof.

"Expired Patent Inventor" shall have the meaning ascribed to such term in Section 5.07 hereof.

"Financial Statements" shall have the meaning ascribed to such term in Section 3.07 hereof.

"GAAP" means U.S. generally accepted accounting principles as consistently applied by USP and Renown.

"Governmental Authority" means any government or governmental, administrative or regulatory body thereof, whether Federal, State, local, national, provincial, municipal or foreign, any agency or instrumentality thereof and any court, tribunal or judicial or arbitral body thereof.

"Governmental Order" means any order, writ, judgment, stipulation, determination or award made, issued or entered into by or with any Governmental Authority.

"Hazardous Material" means any: (a) "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended through the Effective Time, and regulations promulgated thereunder; (b) any substance defined as a contaminant, pollutant, dangerous, toxic or hazardous substance pursuant to any Environmental Law, including, without limitation, any "hazardous substance" as defined in CERCLA; (c) petroleum; (d) asbestos: and (e) any hazardous, toxic, deleterious, carcinogenic, mutagenic, radioactive, corrosive, reactive, injurious or otherwise harmful chemical, constituent, substance, material, product or waste, the use, handling, presence, importing, reporting, recycling, disposal or Release of which is regulated, assessed or prohibited by or pursuant to any applicable Environmental Law.

"Houston Warehouse" has the meaning ascribed to such term in Section 2.05(i) hereof.

"Incidental Competitor" has the meaning ascribed to such term in Section 5.06(e) hereof.

"Indebtedness" means (a) all indebtedness for borrowed money, (b) any other indebtedness that is evidenced by a note, bond, debenture, capital lease, guaranty or similar instrument, (c) all accrued interest, premium, fees, or expenses, with respect to such indebtedness, (d) bank overdrafts and (e) any other obligations to pay money other than trade payables which are outstanding for less than ninety one (91) days from invoice date, accrued expenses and rent payments due under any operating leases.

"Indemnified Party" shall have the meaning ascribed to such term in Section 7.04(a) hereof.

"Indemnifying Party" shall have the meaning ascribed to such term in Section 7.04(a) hereof.

"Independent Accounting Firm" shall have the meaning ascribed to such term in Section 2.08(d) hereof.

"Intellectual Property" means all Software (as hereinafter defined), patents, industrial designs, copyrights, works of authorship, benefits of moral rights waivers, technology, trade secrets, including methods, techniques, processes and know-how, inventions, proprietary data, formulae and research and development data; all trademarks, trade names, trade dress, logos, domain names, service marks and service names; all registrations, applications, rights of priority, recordings, licenses and common-law rights relating thereto; all rights to sue at law or in equity for any past or future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, all rights to obtain renewals, reissues, continuations, reexaminations, divisions or other extensions of legal protections pertaining thereto and all goodwill relating to the foregoing.

"Intercompany Accounts" means the accounts maintained by Seller, USP and Renown (in accordance with their customary practices) in which there are recorded the amounts owed (plus interest, if any, accrued through the Effective Time) by Seller or any of its Affiliates (other than USP and Renown) to USP or Renown or by USP or Renown to Seller or any of its Affiliates (other than USP or Renown), attributable to intercompany transactions through the Effective Time in respect of cash advances, current federal and state taxes payable and receivable, intercorporate expense allocations, and other corporate charges or transactions in goods or services, whether provided by Seller or any of its Affiliates (other than USP and Renown) to USP or Renown or by USP or Renown to Seller or any of its Affiliates (other than USP and Renown).

"Law" has the meaning set out in the definition of "Applicable Law".

"Leased Real Property" shall have the meaning ascribed to such term by Section 3.16 hereof.

"Liability" means any debt, loss, damage, adverse claim, fine, penalty, liability or obligation of any kind, whether direct or indirect, known or unknown, asserted or unasserted, accrued or unaccrued, absolute, contingent, matured or unmatured, liquidated or unliquidated, disputed or undisputed, due or to become due and whether in contract, tort, strict liability or otherwise.

"Losses" shall mean any and all damages, liabilities, deficiencies, claims, actions, demands, amounts paid in settlement, judgments, awards, interest, losses, deficiencies, assessments, obligations, fines, penalties, Taxes or costs or expenses of whatever kind including costs of investigation and defense, court costs and reasonable attorneys' fees and expenses;

provided, however, that "Losses" shall not include loss of profits, punitive damages or other special, incidental or consequential damages; provided that, the foregoing proviso shall not limit the right of any Indemnified Party to indemnification in accordance with this Agreement with respect to any such damages to the extent incurred in connection with a Third Party Claim. For the avoidance of doubt, in the event that an Indemnified Party incurs any additional Liabilities or expenses other than as a result of a Third Party Claim which it is determined that the Indemnified Party is entitled to be indemnified from and against, the amount of the Losses which the Indemnified Party shall be entitled to recover from the Indemnifying Party shall not be calculated by using a multiple of earnings, book value or other similar measure that may have been used in arriving at or that may be reflective of the Purchase Price.

"Material Adverse Effect" means a change, event, occurrence, violation, inaccuracy or circumstance, the effect of which is both material and adverse to: (a) the business, assets, properties, results of operations or condition (financial or otherwise) of USP and Renown, individually or taken as a whole; or (b) the ability of the Seller or Purchaser to consummate the transactions contemplated by this Agreement; provided, however, that Material Adverse Effect shall not include: (i) changes in business or economic conditions affecting the U.S., Canadian or global economy generally; (ii) changes in the industry in which USP and Renown operate generally; (iii) changes in stock markets, credit markets, Tax rates or new Taxes, interest rates, exchange rates or other matters affecting the U.S., Canadian or global economy generally; (iv) the enactment or implementation of any new Law; (v) the issuance of any orders, decrees, policies, consents or judgments of any regulatory authority or court; (vi) the adoption of any required change in U.S. generally accepted accounting principles; (vii) acts of God or other calamities, national or international political or social actions of conditions, including the engagement by any country in hostilities, whether commenced before or after the date hereof and whether or not pursuant to the declaration of any national emergency or war or the occurrence of any military or terrorist attack; (viii) any act, omission or event to which the Purchaser has explicitly consented in writing; (ix) the execution and delivery of this Agreement or any event occurring as a result of any announcement relating to this Agreement; or (x) any item or items set forth in the Schedules but only to the extent that between the date hereof and the Effective Time, the reasonably anticipated effect on USP and/or Renown is not increased or decreased in any manner which would reasonably be expected to be materially adverse to USP and/or Renown, individually or in the aggregate; provided that, the exceptions noted in (b)(i) through (x) set forth above shall not apply if and to the extent such change, enactment, implementation, adoption, or event has a disproportionately material effect on USP and Renown, individually or taken as a whole, as compared to similarly situated companies in substantially the same industry.

"Material Contracts" shall have the meaning ascribed to such term in Section 3.13 hereof.

"Net Intercompany Accounts" means the amount of the Intercompany Accounts owing to Seller and/or its Affiliates (other than USP or Renown) by USP or Renown, net of the Intercompany Accounts owing to USP or Renown by Seller and/or its Affiliates (other than USP and Renown).

"Objection Period" shall have the meaning ascribed to such term by Section 2.08(b) hereof.

"Ordinary Course of Business" means an action taken by a Person that: (a) is consistent in all material respects in nature, scope, and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person; and (b) does not require authorization by the board of directors of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature.

"Organizational Documents" means (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the certificate of formation and limited liability company agreement, operating agreement, or like agreement of a limited liability company; (c) the partnership agreement and any statement of partnership of a general partnership; (d) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (e) any charter or agreement or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to or restatement of any of the foregoing.

"Owned Real Property" shall have the meaning ascribed to such term in Section 3.15(a) hereof.

"Parent" means Gibraltar Industries, Inc., a Delaware corporation.

"Permit" means all approvals, licenses, permits, authorizations, certificates and registrations issued by any Person and applications therefor.

"Permitted Liens" means each of the following: (a) liens for Taxes that are not yet due and payable; (b) easements, covenants, restrictions (including zoning and building restrictions) and/or rights of way which do not, individually or in the aggregate, materially interfere with the right or ability to use or operate the Real Property as such Real Property is currently used; (c) statutory liens created in the Ordinary Course of Business (provided that any amount payable in connection with the transaction which created any such lien is not delinquent or being contested in good faith) which are not, individually or in the aggregate, material to the Business of either USP or Renown; (d) limitations on rights to use and dispose of Intellectual Property arising under the terms of those licenses of Intellectual Property set forth on Schedule 3.14(a); (e) liens arising under conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business; and (f) any state of facts which current, accurate surveys of the Owned Real Property would show, provided that such state of facts would not materially interfere with the conduct of the Business either parcel of Owned Real Property as it is presently conducted.

"Person" is to be broadly interpreted and includes any individual, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, unincorporated organization, Governmental Authority, association, trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof, and the executors, administrators or other legal representatives of an individual in such capacity.

"Personal Property Leases" shall have the meaning ascribed to such term in Section 3.23 hereof.

"Post Support Patent" shall have the meaning ascribed to such term in Section 5.07 hereof.

"Proposed Renown Closing Balance Sheet" means a balance sheet of Renown, prepared by the Purchaser in accordance with GAAP and containing a statement of the Renown Net Working Capital, determined as of the Effective Time.

"Proposed USP Closing Balance Sheet" means a balance sheet of USP, prepared by the Purchaser in accordance with GAAP and containing a statement of the USP Net Working Capital, determined as of the Effective Time.

"Purchase Price" means an amount equal to the sum of the USP Purchase Price and the Renown Purchase Price.

"Purchaser" shall have the meaning ascribed to such term in the first paragraph of this Agreement.

"Purchaser Indemnified Party" shall have the meaning ascribed to such term in Section 7.02(a) hereof.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Recovery Claim" shall have the meaning ascribed to such term in Section 7.02(a) (i) hereof

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, or dumping of Hazardous Materials into the environment, but excludes: (a) emissions from the engine exhaust of a motor vehicle, and (b) the normal application of household chemicals such as pesticides, herbicides and fertilizers.

"Renown" shall have the meaning ascribed to such term in the first paragraph hereof.

"Renown Cash Shortfall" shall have the meaning ascribed to such term in Section 2.07(c) hereof.

"Renown Cash Statement" shall have the meaning ascribed to such term in Section 2.07(c) hereof.

"Renown Closing Balance Sheet" means the Proposed Renown Closing Balance Sheet as finally determined pursuant to Section 2.08 hereof.

"Renown Excess Cash" shall have the meaning ascribed to such term in Section 2.07(c) hereof.

"Renown Net Working Capital" means the Current Assets of Renown minus the Current Liabilities of Renown, determined as of the Effective Time by the Purchaser as contemplated by Section 2.08 hereof.

"Renown Outstanding Checks" shall have the meaning ascribed to such term in Section 2.07(a) hereof.

"Renown Outstanding Check Amount" shall have the meaning ascribed to such term in Section 2.07(a) hereof.

"Renown Purchase Price" shall mean the Base Renown Purchase Price, subject to adjustment pursuant to Section 2.08 hereof.

"Renown Shares" means the one hundred (100) shares in the capital of Renown.

"Securities Act" means the Securities Act of 1933, as amended.

"Seller" shall have the meaning ascribed to such term in the first paragraph hereof.

"Seller Indemnified Party" shall have the meaning ascribed to such term in Section 7.03(a) hereof.

"Shares" means, collectively, the Renown Shares and the USP Shares.

"Software" means any and all: (a) computer programs including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, including all software developed by, for, or in connection with the Business and all software that USP or Renown licenses, leases or otherwise obtains, directly or indirectly, from third parties; (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (c) descriptions, flow charts and other work product used to design, plan, organize and develop any of the foregoing, screens, menus, buttons and icons; and (d) all documentation, including user manuals and other training documentation related to any of the foregoing.

"Specified Representations" means the representations and warranties of the Seller contained in Sections 3.01-3.04 (inclusive), 3.05(a) and 3.25, and the representations and warranties of the Purchaser contained in Sections 4.01, 4.02(a) and 4.04.

"StrucSoft Operating Agreement" means Amended and Restated Operating Agreement of Structural Soft, LLC dated as of May 24, 2010 by and among United Steel Products Company, Inc., Mohamed S. Genidy, Taga L. Genidy, and Sohail Akhter, as Members, and Mohamed S. Genidy, Taga L. Genidy, and Stephen L. Duffy, as Managers.

"StrucSoft Units" has the meaning set forth in Section 3.02.

"Survival Period" shall have the meaning ascribed to such term by Section 7.01(a) hereof.

"Targeted Customers" has the meaning ascribed to such term by Section 5.06(a)(ii).

"Tax Authority" means a Federal, State, local, national, provincial and municipal or foreign Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax, as the context requires.

"Tax Returns" means all returns, information returns, reports, elections, agreements or declarations filed or required to be filed with any applicable Governmental Authority in respect of Taxes.

"Tax or Taxes" means all Federal, State, local, provincial or foreign taxes, charges, fees, levies or other assessments, including without limitation, all net income, gross income, gross receipts, goods and services, harmonized sales, value added, activity, capital, capital stock, inventory, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, property or other taxes, customs, duties, fees, or similar charges, in the nature of a tax including Canadian Pension Plan and provincial pension plan contributions, employment insurance and unemployment, insurance payments and workers' compensation premiums, together with any installments with respect thereto, and any interest, fines and penalties, in all cases imposed by any Governmental Authority in respect thereof and whether disputed or not, and any tax resulting from indemnification for taxes or otherwise.

"Termination Date" shall have the meaning ascribed to such term in Section 8.01 hereof.

"Third Party Claim" shall have the meaning ascribed to such term in Section 7.04(a) hereof.

"To the knowledge," "known by" or "known" (and any similar phrase) means the actual knowledge of Henning Kornbrekke, Timothy Heasley, Stephen Duffy, Barry Ashwell and James Scott and the knowledge which such individuals would reasonably be expected to have in the ordinary course performance of their duties, including, but not limited to, their responsibilities in connection with the transactions contemplated by this Agreement.

"Transaction Expenses" shall mean the amount representing all fees and expenses incurred by the Seller or for which the Seller is contractually obligated in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and expenses of counsel, investment bankers, brokers, accountants and other experts.

"WARN Act" means the United States Worker Adjustment and Retraining Notification Act and the rules and regulations promulgated thereunder.

"USP" shall have the meaning ascribed to such term in the first paragraph hereof.

"USP Cash Shortfall" shall have the meaning ascribed to such term by Section 2.07(b) hereof.

"USP Cash Statement" shall have the meaning ascribed to such term in Section 2.07(b) hereof.

"USP Closing Balance Sheet" means the Proposed USP Closing Balance Sheet as finally determined pursuant to Section 2.08 hereof.

"USP Excess Cash" shall have the meaning ascribed to such term by Section 2.07(b) hereof.

"USP Minute Book" shall have the meaning ascribed to such term by Section 2.05(i) hereof.

"USP Net Working Capital" means the Current Assets of USP minus the Current Liabilities of USP, determined as of the Effective Time by the Purchaser as contemplated by Section 2.08 hereof.

"USP Outstanding Checks" shall have the meaning ascribed to such term in Section 2.07(a) hereof.

"USP Outstanding Check Amount" shall have the meaning ascribed to such term in Section 2.07(a) hereof.

"USP Purchase Price" shall mean the Base USP Purchase Price, subject to adjustment pursuant to Section 2.08 hereof.

"USP Shares" means the 41,300 shares of voting common stock, par value $0.10 per share, and the 348,314 shares of non-voting common stock, par value $0.10 per share, of USP.

1.02 Rules of Construction. (a) Unless the context of this Agreement otherwise clearly requires: (i) references to the plural include the singular, and references to the singular include the plural; (ii) references to any gender include the other genders; (iii) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation"; (iv) the term "or" has the inclusive meaning represented by the phrase "and/or"; (v) the terms "hereof", "herein", "hereunder", "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vi) the terms "day" and "days" mean and refer to calendar day(s); (vii) the terms "year" and "years" mean and refer to calendar year(s); and (viii) the term "dollars" shall mean United States dollars.

(b) Unless otherwise set forth herein, references in this Agreement to: (i) any document, instrument or agreement (including this Agreement): (A) includes and incorporates all exhibits, schedules and other attachments thereto; and (B) means such documents, instruments or agreements, as amended, modified or supplemented from time to time; and (ii) a particular Law

means such Law as in effect (including any amendments, modifications or supplements thereto) on the date hereof and as of the Effective Time. All Article, Section, Exhibit and Schedule references herein are to Articles, Sections, Exhibits and Schedules of this Agreement, unless otherwise specified. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if all parties had prepared it.

ARTICLE 2.
PURCHASE AND SALE

2.01 Purchase and Sale of the Shares. (a) Subject to the terms and conditions of this Agreement, at the Effective Time, Seller shall sell, assign, transfer, convey and deliver the USP Shares to MiTek-USA, and MiTek-USA shall purchase, acquire and accept the USP Shares from Seller free and clear of all Encumbrances.

(b) Subject to the terms and conditions of this Agreement, at the Effective Time, Seller shall sell, assign, transfer, convey and deliver the Renown Shares to MiTek-Canada and MiTek-Canada shall purchase, acquire and accept the Renown Shares from Seller free and clear of all Encumbrances.

2.02 Payment of Purchase Price. The Purchase Price shall be satisfied as follows:

(a) (i) by payment of the USP Base Purchase Price by MiTek-USA to the Seller on the Closing Date by wire transfer of immediately available funds to an account specified by the Seller in writing and (ii) by the payment of any post-Closing adjustment to the USP Base Purchase Price in accordance with Section 2.08 below; and

(b) (i) by payment of the Renown Base Purchase Price by MiTek-Canada to the Seller on the Closing Date by wire transfer of immediately available funds to an account specified by the Seller in writing and (ii) by the payment of any post-Closing adjustment to the Renown Base Purchase Price in accordance with Section 2.08 below.

2.03 Allocation of Purchase Price. Seller and Purchaser have allocated the Purchase Price between the Renown Shares and the USP Shares as provided herein. Seller and Purchaser covenant and agree that (a) Seller and Purchaser will prepare and file all Tax Returns on a basis consistent with such allocation and will cooperate with each other in connection with the preparation, execution and filing of all Tax Returns related to such allocation and (b) Seller and Purchaser will promptly advise each other regarding the existence of any tax audit, controversy or litigation related to such allocation.

2.04 Closing. Subject to the terms and conditions of this Agreement (including those contained in Article 8), the sale and purchase of the Shares shall take place and become effective at a closing (the “Closing”) to be held at the offices of Lippes Mathias Wexler Friedman LLP. The parties may also agree to close the transactions contemplated hereby through the mutual exchange of documents and funds in a manner acceptable to the parties and their respective counsel without the need for a meeting of the parties to conduct the Closing. Unless earlier

terminated pursuant to Article 8, and if not so terminated, then provided that all closing conditions contained in Article 6 have been satisfied, the Closing shall take place on March 10, 2011 or on such other date as may be mutually agreed to by the parties (the date on which the Closing occurs being hereinafter the "Closing Date"). Notwithstanding the actual occurrence of the Closing at any particular time on the Closing Date, the Closing shall be deemed to occur and be effective at the Effective Time.

2.05 Closing Deliveries by the Seller. At the Closing, subject to satisfaction or waiver of each of the conditions to the obligations of the Seller set forth in Section 6.01 of this Agreement, Seller shall deliver or cause to be delivered to the Purchaser the following:

(a) stock/share certificates representing the Shares duly endorsed in blank or accompanied by stock/share transfer powers and with all requisite stock/share transfer tax stamps attached;

(b) the certificates and agreements referred to in Section 6.02(a) , Section 6.02(d) and Section 6.02(e);

(c) copies of all consents and waivers referred to in Section 6.02(c) ;

(d) the transition services agreement referred to in Section 5.10;

(e) a non-foreign transferor affidavit, an owner's affidavit, GAP undertaking and other documents as may be reasonably requested by a title company in connection with the issuance of title policies with respect to the Owned Real Property;

(f) agreements from Seller and its Parent, in form and substance reasonably acceptable to Purchaser releasing all claims against USP and Renown;

(g) a written resignation from each director and officer of USP and Renown that will not continue with the Business after Closing and a written resignation of Stephen L. Duffy from his position as a Manager of Structural Soft, LLC, a California limited liability company;

(h) all of the minute books of USP and Renown which are in the possession of the Seller, USP and Renown, which, in the case of the USP minute books, means the minute book containing the record of the proceedings of the Board of Directors and stockholders of USP, beginning January 8, 1998 (hereinafter the "USP Minute Book");

(i) an amendment to the Warehouse Lease Agreement dated March 15, 2010 between DOT Metal Products, as lessor, and USP, as lessee for premises located at 3004-B Aldine Bender Road (RRI), Houston, Texas 77302 (such premises being hereinafter the "Houston Warehouse");

(j) a schedule of all USP Outstanding Checks and all Renown Outstanding Checks, in each case determined as of the close of business on the Business Day immediately preceding the Closing Date;

(k) a consent to the assignment of the Multi-Tenant Industrial Lease dated March 3, 2004 between Mount Holly By-Pass LLC and United Steel Products Company, Inc., as amended by Lease Amendment No.1 dated February 19, 2009;

(l) a guarantee from the Parent guaranteeing the payment and performance of each of Seller's obligations and the obligations of Seller's Affiliates hereunder; and

(m) such other documents as the Purchaser shall reasonably request.

2.06 Closing Deliveries by the Purchaser. At the Closing, subject to satisfaction or waiver of each of the conditions to the obligations of the Purchaser set forth in Section 6.02 of this Agreement, the Purchaser shall deliver or cause to be delivered to the Seller:

(a) (i) the USP Base Purchase Price by MiTek-USA by wire transfer of immediately available funds to an account designated by the Seller in writing, and (ii) the Renown Base Purchase Price by MiTek-Canada by wire transfer of immediately available funds to an account designated by the Seller in writing;

(b) the certificate referred to in Section 6.01(a);

(c) a certificate from the Secretary of the Purchaser to which is attached a true and correct copy of each of the constituent documents of the Purchaser, as well as a Good Standing Certificate of the Purchaser issued by the Secretary of State of its jurisdiction of organization; and

(d) such other documents as the Seller shall reasonably request.

2.07 Post-Closing Payment of Excess Cash. (a) On the Closing Date and prior to the Effective Time, it is expected that USP will receive cash arising from operations including from collection of accounts receivable and it is further expected that USP will have other miscellaneous cash in petty cash and other accounts on the Closing Date. Subject to the provisions of this Section 2.07, Seller shall cause USP to take commercially reasonable efforts to minimize the amount of the cash held by USP as of the Effective Time. In addition, as of the Effective Time, it is expected that there will be cash held by Renown arising from operations, including from collection of accounts receivable and it is further expected that Renown will have other miscellaneous cash in accounts. It is also expected that each of USP, Renown and/or Seller will be obligated under amounts due pursuant to checks that are issued and outstanding as of the Closing, but which have not been posted to a Company bank account as of the Effective Time (such outstanding checks, in the case of checks written by USP, the " USP Outstanding Checks" and in the case of checks written by Renown, the "Renown Outstanding Checks" and the aggregate amount due pursuant to the USP Outstanding Checks being the "USP Outstanding Check Amounts" and the aggregate amount due pursuant to the Renown Outstanding Checks being the "Renown Outstanding Check Amounts"). As a result, and notwithstanding the right and obligation of Seller to minimize cash, Seller will use commercially reasonable efforts to

maintain cash accounts of the Companies in the amount necessary to fund the aggregate amount of the USP Outstanding Check Amounts and the Renown Outstanding Check Amounts.

(b) Purchaser shall, no later than the end of the fifteen (15) Business Day period beginning on the first Business Day following the Closing Date, deliver to Seller a written statement of the amount of the cash held by USP as of the Effective Time (the "USP Cash Statement"). If the USP Cash Statement reflects cash held in accounts of USP in excess of the USP Outstanding Check Amount ("USP Excess Cash"), then the Purchaser shall pay to Seller, by wire transfer of immediately available funds, on the date that Purchaser delivers the USP Cash Statement to Seller, an amount equal to the amount of the USP Excess Cash. In the event the Cash Statement reflects that cash held in accounts of USP is less than the USP Outstanding Check Amount (the "USP Cash Shortfall"), then the amount of the USP Cash Shortfall shall be paid by Seller to Purchaser promptly upon receipt of USP Cash Statement. In the event of any dispute between Seller and Purchaser as to the amount of the USP Excess Cash or USP Cash Shortfall, the Seller and the Purchaser shall attempt to resolve their dispute as to the amount of the USP Excess Cash or USP Cash Shortfall in connection with the adjustment, if applicable, to the Base USP Purchase Price provided for in Section 2.08 hereof and, in the event that the Seller and the Purchaser are not able to agree upon the amount of the USP Excess Cash or USP Cash Shortfall, the determination of the amount of the USP Excess Cash or USP Cash Shortfall shall be submitted to the Independent Accounting Firm for resolution.

(c) Purchaser shall, no later than the end of the fifteen (15) Business Day period beginning on the first Business Day following the Closing Date, deliver to Seller a written statement of the amount of the cash held by Renown as of the Effective Time (the "Renown Cash Statement"). If the Renown Cash Statement reflects cash held in accounts of Renown in excess of the Renown Outstanding Check Amount ("Renown Excess Cash"), then the Purchaser shall pay to Seller, by wire transfer of immediately available funds, on the date that Purchaser delivers the Renown Cash Statement to Seller, an amount equal to the amount of the Renown Excess Cash. In the event the Renown Cash Statement reflects that cash held in accounts of Renown is less than the Renown Outstanding Check Amount (the "Renown Cash Shortfall"), then the amount of the Renown Cash Shortfall shall be paid by Seller to Purchaser promptly upon receipt of Renown Cash Statement. In the event of any dispute between Seller and Purchaser as to the amount of the Renown Excess Cash or Renown Cash Shortfall, the Seller and the Purchaser shall attempt to resolve their dispute as to the amount of the Renown Excess Cash or Renown Cash Shortfall in connection with the adjustment, if applicable, to the Base Renown Purchase Price provided for in Section 2.08 hereof and, in the event that the Seller and the Purchaser are not able to agree upon the amount of the Renown Excess Cash or Renown Cash Shortfall, the determination of the amount of the Renown Excess Cash or Renown Cash Shortfall shall be submitted to the Independent Accounting Firm for resolution.

2.08 Post Closing Adjustment to Purchase Price. The Purchase Price shall be subject to adjustment after the Closing as follows:

(a) The Purchaser shall prepare and deliver to Seller, simultaneously and no later than the end of the sixty (60) day period beginning on the first day following the Closing Date, a Proposed USP Closing Balance Sheet and a Proposed Renown Closing Balance Sheet.

(b) The Proposed USP Closing Balance Sheet and the USP Net Working Capital as stated therein shall be deemed to be final, binding and conclusive on the parties (at which time the Proposed USP Closing Balance Sheet shall be deemed to constitute the Closing USP Balance Sheet and the USP Net Working Capital shall be deemed to be the Closing USP Net Working Capital upon the earliest of: (i) the date on which Seller delivers an Acceptance Notice to the Purchaser; (ii) in the event that Seller does not deliver an Acceptance Notice or a Dispute Notice to the Purchaser before the end of the sixty (60) day period beginning on the first day following the date on which the Proposed USP Closing Balance Sheet and the Proposed Renown Closing Balance Sheet are delivered by the Purchaser to Seller (such period being hereinafter the "Objection Period"), the first day following the expiration of such Objection Period; and (iii) in the event that Seller delivers a Dispute Notice to the Purchaser within the Objection Period, the date on which all disputes between Seller and the Purchaser concerning the amount of the USP Net Working Capital and the Renown Net Working Capital as of the Effective Time have been resolved in writing, whether by agreement of the Purchaser and Seller or by the Independent Accounting Firm as provided for by Section 2.08(d) hereof.

(c) The Proposed Renown Closing Balance Sheet and the Renown Net Working Capital as stated therein shall be deemed to be final, binding and conclusive on the parties (at which time the Proposed Renown Closing Balance Sheet shall be deemed to constitute the Closing Renown Balance Sheet and the Renown Net Working Capital shall be deemed to be the Closing Renown Net Working Capital upon the earliest of: (i) the date on which Seller delivers an Acceptance Notice to the Purchaser; (ii) in the event that Seller does not deliver an Acceptance Notice or a Dispute Notice to the Purchaser before the end of the Objection Period, the first day following the expiration of such Objection Period; and (iii) in the event that Seller delivers a Dispute Notice to the Purchaser within the Objection Period, the date on which all disputes between Seller and the Purchaser concerning the amount of the USP Net Working Capital and the Renown Net Working Capital as of the Effective Time have been resolved in writing, whether by agreement of the Purchaser and Seller or by the Independent Accounting Firm as provided for by Section 2.08(d) hereof.

(d) During the Objection Period, the Purchaser shall provide Seller with access to all of the documents, books and records used by the Purchaser in preparing the Proposed USP Closing Balance Sheet and the Proposed Renown Closing Balance Sheet. Seller shall have the right to either accept or dispute the amounts reflected on the Proposed USP Closing Balance Sheet, including the amount of the USP Net Working Capital as reflected therein, and the right to either accept or dispute the amounts reflected on the Proposed Renown Closing Balance Sheet, including the amount of the Renown Net Working Capital as reflected therein, in each case, by delivering written notice (as applicable, an "Acceptance Notice" or a "Dispute Notice") to the Purchaser before the expiration of the Objection Period. The Dispute Notice shall identify with reasonable particularity each disputed item on the Proposed USP Closing Balance Sheet and/ or the Proposed Renown Balance Sheet, shall specify the amount of such dispute and shall set forth the general basis for each item in dispute. In the event of any such dispute, Seller and the Purchaser shall attempt in good faith to reconcile their dispute, and any resolution by them as to any disputed items shall be final, binding and conclusive on Seller and the Purchaser. If Seller and the Purchaser are unable to reach a resolution of their differences within thirty (30) days

following the date on which Seller delivers the Dispute Notice to the Purchaser (or such longer period as they may agree in writing), then Seller and the Purchaser shall promptly submit any remaining disputed items to KPMG LLP (the "Independent Accounting Firm"). If any remaining disputed items are submitted to the Independent Accounting Firm for resolution: (i) each party will furnish to the Independent Accounting Firm such workpapers and other documents and information relating to the remaining disputed items as the Independent Accounting Firm may reasonably request and are available to such party, and each party will be afforded the opportunity to present to the Independent Accounting Firm any material relating to the disputed items and to discuss (in the presence of the other party) the resolution of the disputed items with the Independent Accounting Firm; (ii) each party will use its good faith efforts to work with the other party and the Independent Accounting Firm to resolve the disputed items within thirty (30) days of submission of the disputed items to the Independent Accounting Firm; and (iii) the determination by the Independent Accounting Firm, as set forth in a written notice to Seller and the Purchaser setting forth the reasons underlying such determination, shall be final, binding and conclusive on Seller and the Purchaser. The fees and disbursements of the Independent Accounting Firm shall be allocated between the Seller on the one hand and the Purchaser on the other hand in the same proportion that the aggregate dollar amount of the disputed items submitted to the Independent Accounting Firm that is unsuccessfully disputed by the Seller or the Purchaser, as the case may be, bears to the total dollar amount of the disputed items submitted to the Independent Accounting Firm. If Seller delivers a Dispute Notice to the Purchaser before the expiration of the Objection Period, the USP Net Working Capital and the Renown Net Working Capital as of the Effective Time as determined by written agreement of Seller and the Purchaser, or as determined by the Independent Accounting Firm, shall be deemed to be, respectively, the Closing USP Net Working Capital and the Closing Renown Net Working Capital and shall be conclusive and binding on Seller and the Purchaser. In addition, if Seller delivers a Dispute Notice to the Purchaser before the expiration of the Objection Period, the Proposed USP Closing Balance Sheet and the Proposed Renown Closing Balance Sheet, as adjusted, if applicable, to reflect the resolution of the dispute between Seller and the Purchaser (whether such resolution arises as a result of an agreement between Seller and the Purchaser or a determination of the Independent Accounting Firm) shall be deemed to be, respectively, the Closing USP Balance Sheet and the Closing Renown Balance Sheet and such Closing USP Balance Sheet and Closing Renown Balance Sheet shall be conclusive and binding on the Seller and the Purchaser.

(e) In the event that the Closing USP Net Working Capital as finally determined pursuant to Section 2.06(b) or (d) above is equal to the Established USP Net Working Capital, no adjustment shall be made to the amount of the Base USP Purchase Price payable by the Purchaser pursuant to the terms of Section 2.06 and, accordingly, the USP Purchase Price shall be equal to the Base USP Purchase Price. In the event that the Closing USP Net Working Capital as finally determined pursuant to Section 2.08(b) or (d) above is less than or greater than the Established USP Net Working Capital, within ten (10) Business Days after the Proposed USP Closing Balance Sheet is deemed to be final, binding and conclusive on the parties, a cash adjustment to the amount of the Base USP Purchase Price shall be made, on a dollar-for-dollar basis (and the USP Purchase Price shall be equal to the Base USP Purchase Price, as so adjusted), as follows: (i) in the event that the Closing USP Net Working Capital reflected on the USP Closing Balance Sheet is less than the Established USP Net Working Capital, then the

Seller shall pay the Purchaser the amount by which the Established USP Net Working Capital exceeds the Closing USP Net Working Capital in immediately available funds by wire transfer to an account specified by the Purchaser within three business days and the USP Purchase Price shall be equal to the Base USP Purchase Price, less the amount paid by Seller to Purchaser; and (ii) in the event that the Closing USP Net Working Capital reflected on the USP Closing Balance Sheet is greater than the Established USP Net Working Capital then the Purchaser shall pay to the Seller the amount by which the Closing USP Net Working Capital exceeds the Established USP Net Working Capital in immediately available funds by wire transfer to an account specified by the Seller within three business days and the USP Purchase Price shall be equal to the Base USP Purchase Price plus the amount paid by Purchaser to Seller.

(f) In the event that the Closing Renown Net Working Capital as finally determined pursuant to Section 2.06(c) or (d) above is equal to the Established Renown Net Working Capital, no adjustment shall be made to the amount of the Base Renown Purchase Price payable by the Purchaser pursuant to the terms of Section 2.06 and, accordingly, the Renown Purchase Price shall be equal to the Base Renown Purchase Price. In the event that the Closing Renown Net Working Capital as finally determined pursuant to Section 2.08(c) or (d) above is less than or greater than the Established Renown Net Working Capital, within ten (10) Business Days after the Proposed Renown Closing Balance Sheet is deemed to be final, binding and conclusive on the parties, a cash adjustment to the amount of the Base Renown Purchase Price shall be made, on a dollar-for-dollar basis (and the Renown Purchase Price shall be equal to the Base Renown Purchase Price, as so adjusted), as follows: (i) in the event that the Closing Renown Net Working Capital reflected on the Renown Closing Balance Sheet is less than the Established Renown Net Working Capital, then the Seller shall pay the Purchaser the amount by which the Established Renown Net Working Capital exceeds the Closing Renown Net Working Capital in immediately available funds by wire transfer to an account specified by the Purchaser within three business days and the Renown Purchase Price shall be equal to the Base Renown Purchase Price, less the amount paid by Seller to Purchaser; and (ii) in the event that the Closing Renown Net Working Capital reflected on the Renown Closing Balance Sheet is greater than the Established Renown Net Working Capital then the Purchaser shall pay to the Seller the amount by which the Closing Renown Net Working Capital exceeds the Established Renown Net Working Capital in immediately available funds by wire transfer to an account specified by the Seller within three business days and the Renown Purchase Price shall be equal to the Base Renown Purchase Price plus the amount paid by Purchaser to Seller.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF USP, RENOWN AND SELLER

Seller hereby makes the following representations and warranties, as of the date hereof and as of the Effective Time, which representations and warranties shall be qualified by the Schedules.

3.01 Organization, Authority and Qualification of the Seller, Renown and USP. Each of USP and Renown is duly organized and validly existing under the laws of its jurisdiction of organization and has all necessary power and authority: (i) to own, operate or lease all the

properties and assets now owned, operated or leased by it, to perform all its obligations under its Contracts and to conduct its Business as it has been and is now being conducted; and (ii) to execute and deliver this Agreement and each of the other agreements and instruments to be executed by it as contemplated herein and to perform its obligations hereunder and thereunder. The Seller has all requisite corporate power and authority to consummate the transactions contemplated hereby and thereby and to own and dispose of the Shares to the Purchaser. No act or proceeding has been taken or authorized by or against the Seller by any other Person in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of the Seller and no such proceedings have been threatened by any other Person. Each of USP and Renown is duly qualified to do business and is in good standing in: (a) each jurisdiction in which the properties owned or leased by it are located; and (b) where the operation of its Business makes such qualification necessary. Schedule 3.01 attached hereto contains a list of the jurisdictions of organization of Renown and USP, a list of all jurisdictions in which USP or Renown is duly qualified or registered to do business and a list of all fictitious or assumed names currently used by either USP or Renown in the conduct of the Business. Seller has delivered to Purchaser copies of the Organizational Documents of USP and Renown. Neither USP nor Renown is in default under or in violation of any of its Organizational Documents.

3.02 Subsidiaries. Except for the ownership by USP of 108 Class B Units ("StrucSoft Units") in Structural Soft, LLC, a California limited liability company, neither USP nor Renown owns, directly or indirectly, any capital stock or other equity interest in any Person. USP owns the StrucSoft Units free and clear of all Encumbrances other than those contained in the StrucSoft Operating Agreement, a true, accurate and complete copy of which has been provided to Purchaser.

3.03 Capitalization; Officers and Directors. (a) The authorized capital stock of USP consists of an aggregate of 250,000 shares of voting common stock, par value $0.10 per share and 500,000 shares of Non-Voting Common Stock, par value $0.10 per share. The USP Shares constitute all of the issued and outstanding capital stock of USP. The USP Shares were duly authorized for issuance and are validly issued in compliance with Applicable Law and are fully paid and non-assessable.

(b) The authorized capital of Renown consists of an unlimited number of common shares. The Renown Shares constitute all of the issued and outstanding shares of Renown. The Renown Shares were duly authorized for issuance and are validly issued in compliance with Applicable Law and are fully paid and non-assessable.

(c) Except as required by applicable Law, there is no existing option, warrant, call, right, commitment or other agreement of any character to which any of Seller, Renown or USP is a party or which are binding on the Seller, Renown or USP, and there are no securities of any of the Seller, Renown or USP outstanding which upon conversion or exchange would require, the issuance, sale or transfer of any additional shares of capital stock of USP or any shares in the capital of Renown, ownership interests or other equity securities of Renown or USP or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase shares of capital stock, ownership interests or other equity securities of Renown or USP. Seller is the record and beneficial owner of the Shares. Except as required by Law and the

liens securing certain credit facilities described in the Third Amended and Restated Credit Agreement by and among Gibraltar Industries, Inc. and Seller, KeyBank National Association as Administrative Agent and Lead Arranger and the Lenders named therein dated as of July 24, 2009, as amended, which liens will be released at Closing, all of the Shares are owned by Seller free and clear of any and all Encumbrances and, at the Closing, the Purchaser will acquire good and valid title to the Shares, free and clear of all Encumbrances (other than as contemplated by Section 4.06). Other than this Agreement or as provided on Schedule 3.03(c), none of the Shares are subject to any voting trust agreement or other contract, commitment, agreement, pooling arrangement or arrangement restricting or relating to the voting or dividend rights or disposition of the Shares.

(d) Schedule 3.03(d) sets forth a list and the identity of all of the officers and directors of USP and Renown.

3.04 Due Authorization. The execution and delivery of this Agreement and any other documents or instruments required to be executed and/or delivered pursuant to the terms of this Agreement including, but not limited to, the documents and instruments set forth in Section 2.05 and Section 2.06 hereof (the "Ancillary Agreements") by each of the Seller, Renown and USP, the performance by each of the Seller, Renown and USP, as applicable, of its respective obligations hereunder and thereunder, and the consummation by such Persons of the transactions contemplated hereby and, as applicable, thereby have been duly authorized by all requisite corporate action on the part of each such Person. This Agreement and each Ancillary Agreement have been duly executed and delivered by the Seller, Renown and USP and (assuming due authorization, execution and delivery by the Purchaser and any other parties thereto other than the Seller, Renown and USP), this Agreement constitutes a legal, valid and binding obligation of each of the Seller, Renown and USP, enforceable against each of them in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors rights and remedies generally and subject, as to enforceability, to rules of law governing specific performance, injunctive relief and to general principles of equity.

3.05 No Conflict. (a) Except as described in Schedule 3.05(a), the execution, delivery and performance of this Agreement and the Ancillary Agreements by each of the Seller, Renown and USP, as applicable, does not and will not violate, conflict with or result in the breach of any provision of the Organizational Documents of Seller, USP or Renown.

Except as described in Schedule 3.05(b), the execution, delivery and performance of this Agreement and the Ancillary Agreements by each of the Seller, Renown and USP, as applicable, does not and will not: (i) conflict with or violate in any material respect any Law or Governmental Order applicable to the Seller, Renown, USP or any of their respective assets, properties or businesses; (ii) conflict in any way with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Encumbrance on any of the assets of Renown or USP under the terms of any Material Contract; or (iii) result in the imposition or creation of any Encumbrance upon, or with respect to, the Shares or any assets owned or used by USP or Renown.

3.06 Governmental Consents and Approvals. Except as otherwise described in Schedule 3.06, to the knowledge of the Seller, the execution, delivery and performance of this Agreement and the Ancillary Agreements by the Seller, Renown and USP does not require any consent, approval, authorization or other order of, action by, filing with or notification to any Governmental Authority.

3.07 Financial Information. Prior to the date hereof, the Seller has delivered to the Purchaser true and complete copies of (a) the December 31 Balance Sheet and the related statements of income for the twelve (12) month period then ended, and (b) true and complete copies of a balance sheet for the Business as of December 31, 2009 and December 31, 2008 and the related statements of income for each twelve (12) month period then ended (together with the financial statements referred to in subdivision (a) of this Section, collectively referred to herein as the "Financial Statements"). The Financial Statements (x) were prepared in good faith from the books and records of the Business and, except as identified in writing by Seller to Purchaser prior to the date hereof, are in accordance with GAAP, (y) present fairly the financial condition and results of operations of each of USP and Renown as of the dates thereof or for the periods covered thereby and (z) include all adjustments that are necessary for a fair presentation of the financial condition of the Business and the results of the operations of the Business as of the dates thereof or for the periods covered.

3.08 No Undisclosed Liabilities. Except as set forth in the Financial Statements or in Schedule 3.08, there are no Liabilities of the Business exceeding $100,000, in the aggregate, other than Liabilities which have been incurred since December 31, 2010 in the Ordinary Course of Business.

3.09 Permits. All Permits required to conduct the Business, as conducted on the date hereof, are in the possession of USP or Renown, as applicable, are in full force and effect and each of USP and Renown, as applicable, is operating in compliance therewith. Each currently effective Permit issued by the International Code Council or ICC-ES (or Canadian counterpart or equivalent organization) with respect to any products sold by USP or Renown is set forth on Schedule 3.09. The failure to obtain (or maintain) a Permit from any such Person with respect to any products sold by USP or Renown will not have a material adverse effect on the sales of any of the products of USP or Renown.

3.10 Conduct in the Ordinary Course; Absence of Certain Changes, Events and Conditions.Since December 31, 2010, except as disclosed in Schedule 3.10, each of USP and Renown has conducted its Business in the Ordinary Course of Business. As amplification and not in limitation of the foregoing, except as disclosed in Schedule 3.10, since December 31, 2010, neither Renown nor USP has: (a) made any change in any method of accounting or accounting practice or policy; (b) made any change in any tax account practice or policy; (c) made any material changes in the customary methods of operating its Business including, without limitation, practices and policies relating to marketing, selling and pricing; (d) amended, terminated, cancelled or compromised any material claims; (e) entered into any material agreement, arrangement or transaction with any of its directors, officers, employees or shareholders other than agreements for compensation in the Ordinary Course of Business; (f)

made capital expenditures or commitments for capital expenditures on behalf of or relating to its Business in excess of $100,000 in the aggregate; (g) sold, transferred or disposed of, or agreed to sell, transfer or dispose of, any material assets of the Business other than in the Ordinary Course of Business; (h) acquired any material assets of the Business except in the Ordinary Course of Business, or acquired or merged with any other business; (i) incurred or created any Encumbrances on any material assets of the Business; (j) experienced any destruction, damage or other loss (whether or not covered by insurance) of any material asset or material property of the Business; (k) incurred any material liability outside the Ordinary Course of Business; (l) initiated any litigation other than as required to protect and preserve the Business and its assets where the failure to initiate such litigation would result in expiration of statutes of limitations or waivers of contractual rights; (m) agreed, whether in writing or otherwise, to take any action described in this Section 3.10; (n) taken any action or agreed to take any action provided for in Section 5.02(b) below; (o) suffered any Material Adverse Effect; (p) amended any of its Organizational Documents; (q) issued any or changed the authorized or issued equity securities of USP or Renown or purchased, redeemed, retired any of the equity securities of USP; or (r) agreed to do any of the foregoing. Prior to the date hereof, Seller has delivered to Purchaser a true, correct and complete list and description of: (x) all stay bonus or special compensation arrangements which have been made by USP and/or Renown with any of its officers, directors or employees since December 31, 2010 and up to the Effective Time; (y) any general increase in the compensation payable or to become payable to the officers, employees or consultants (including any such increase pursuant to any bonus, pension, profit-sharing or other plan or commitment), of USP or Renown between the date hereof and the Effective Time except for normal, bargained, merit or cost of living payments or increases made in the Ordinary Course of Business; and (z) all bonus payments made to officers or employees of USP and Renown.

3.11 Litigation. Except as set forth on Schedule 3.11, there is no Action pending or to the knowledge of the Seller, threatened against the Seller, Renown, USP or the Business or its properties or assets before any court, or before any Governmental Authority. There is no Action pending or, to the knowledge of the Seller, threatened against the Seller, Renown or USP that is reasonably likely to prevent or materially delay consummation of the transactions contemplated by this Agreement.

3.12 Compliance with Laws. (a) Except as described on Schedule 3.12(a), each of USP and Renown has conducted and continues to conduct, in all material respects, its Business in accordance with all Laws and Governmental Orders applicable to it and neither USP nor Renown is in material violation of any such Law or Governmental Order, or any judicial or administrative interpretation thereof.

(b) Neither USP nor Renown has, and to the knowledge of the Seller no agent of the Business has, agreed to give, or has given, offered, authorized, promised, made or agreed to make, any gifts of money or thing of value (other than incidental gifts of articles of nominal value) to any actual or potential customer, supplier, governmental employee or any Person in a position to assist or hinder such Person in connection with any actual or proposed transaction other than payments required or permitted by Law of the applicable jurisdiction and in compliance with the U.S. Foreign Corrupt Practices Act.

(c) This Section 3.12 shall not apply to those specific matters set forth in Section 3.18 (Taxes), Section 3.19 (Environmental Matters) and Section 3.20 (Employee Plans).

3.13 Material Contracts. On or prior to the date hereof, the Seller has delivered to the Purchaser, a true, complete and correct list of all of the following Contracts to which either USP or Renown is a party or by which any of their respective property or assets are bound (collectively, the "Material Contracts"): (a) Contracts with the Seller, any Affiliate or any current or former officer or director of the Seller, Renown or USP under which the Seller, Renown or USP, as the case may be, have any continuing liabilities or obligations; (b) Contracts pursuant to which any party is required to purchase or sell a stated portion of its requirements or output from or to another party; (c) purchaser orders involving the performance by USP or Renown of services for or delivery by USP or Renown of goods or materials to any Person other than an Affiliate of USP or Renown (which Affiliate purchase orders are disclosed on Schedule 3.27) where the remaining amount of the payments or value of the consideration to be received by USP or Renown from any such Person exceeds $100,000; (d) purchase orders involving the procurement by USP or Renown of materials, goods or services from any Person who is not an Affiliate of USP or Renown (which Affiliate purchase orders involving procurement are disclosed on Schedule 3.27) where the amount of the remaining payments to or value of the consideration to be paid or delivered by USP or Renown for such materials goods or services exceeds $100,000; (e) Contracts for the sale of any assets of USP or Renown other than in the Ordinary Course of Business; (f) Contracts containing covenants of USP or Renown not to compete in any line of business or with any other Person in any geographical area or containing similar covenants from any other Person (other than between an Employee and either USP or Renown) for the benefit of USP or Renown; (g) Contracts containing any obligation of confidentiality or nondisclosure between either USP or Renown and any other Person (other than between an Employee and either USP or Renown) for the benefit of either USP or Renown or such other Person; (h) Contracts relating to the borrowing of money, including indebtedness under capital leases, bonds and letters of credit; (i) Contracts with current or former employees, consultants, or contractors regarding the ownership, use, protection, or nondisclosure of any of the Intellectual Property of USP or Renown; (j) Contracts with any labor union or other employee representative of a group of employees relating to wages, hours, or other conditions of employment; (k) Contracts involving any joint venture, partnership, or limited liability company agreement involving a sharing of profits, losses, costs, Taxes, or other liabilities by either USP or Renown with any other Person; (l) Contracts containing any effective power of attorney granted by either USP or Renown; (m) Contracts involving the settlement, release, compromise, or waiver of any material rights, claims, obligations, duties or liabilities; (n) any Contracts other than those disclosed in clauses (a) through (m) above that: (i) involve, individually, the expenditure by USP or Renown of more than $100,000 annually, (ii) are not cancelable upon 30 or fewer days notice without any liability or (iii) require performance by any party more than one year from the date hereof; (o) Contracts (other than purchase orders of Contracts disclosed in clauses (c) and (d) above) that provide for the receipt of payment by USP or Renown of $100,000 or more annually; (p) Contracts requiring USP or Renown to pay, perform, discharge or otherwise guarantee any debt or obligation of any Person; (q) Contracts relating to ownership of equity interests in any Person, other than an Affiliate, by any of Seller, Renown or USP; (r) Contracts containing any provisions that are contingent upon the occurrence of or prohibit any change in ownership of USP or Renown; and (s) Contracts (other than those disclosed in clauses

(a) through (r) above) that: (i) are material to the Business (including Contracts for employment and with sales representatives) and either (ii) were entered into other than in the Ordinary Course of Business; or (iii) are to be performed other than in the Ordinary Course of Business. Except as set forth on Schedule 3.13, each Material Contract: (i) is legal, valid, binding and enforceable, in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to rules of law governing specific performance, to injunctive relief, and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) and (ii) is in full force and effect. Unless otherwise stated in Schedule 3.13, neither USP nor Renown is in default in any respect under any Material Contract and, to the knowledge of the Seller, no other party is in default under the terms of any Material Contract. Prior to the date hereof, true, correct and complete copies of all Material Contracts have been provided to the Purchaser.

3.14 Intellectual Property. (a) Each of Renown and USP owns or has the right to use all of the Intellectual Property which is used by either of them in the conduct of their respective Businesses, free and clear of any Encumbrance or any payment (other than payments made under those licenses or other agreements described in (iii), below, under which USP or Renown obtains its rights from third parties). Except as set forth on Schedule 3.14(a) there is no: (i) patent, trademark or copyright or any application for any patent, industrial design, trademark or copyright registered, filed or pending with the United States Patent and Trademark Office, the United States Copyright Office or the corresponding office of any other jurisdictions used in connection with the Business of either USP or Renown; (ii) license or other agreement under which USP or Renown obtains rights from third parties to use any Intellectual Property except for off the shelf software which accompanies individual personal computers which are used in connection with the Business; (iii) any trade names used in connection with the Business of either USP or Renown; or (iv) any domain name used in connection with the Business of either USP or Renown. To the knowledge of Seller, neither the Intellectual Property nor the conduct of Business conflicts with or infringes upon any Intellectual Property owned by any third party. No Person has asserted to USP, Renown or the Seller in writing (or otherwise) that the Intellectual Property of USP or Renown or the conduct of the Business conflicts with or infringes upon, any Intellectual Property owned by any third party. Except as disclosed in Schedule 3.14(a), neither USP nor Renown has granted any outstanding licenses or other rights, or obligated itself to grant licenses or other rights in or to any of the Intellectual Property.

(b) Except as set forth on Schedule 3.14(b), at the Effective Time, each of Renown and USP will own or hold a valid license to use the Intellectual Property set forth in Schedule 3.14(a), free and clear of all Encumbrances other than Permitted Liens.

(c) None of Seller, Renown or USP is in default under and, to the knowledge of the Seller, no third party is in default under, any license, sublicense or agreement by which Seller, Renown or USP holds or has given to others the right to use any Intellectual Property related to or necessary for the conduct of the Business.

(d) Each of Renown and USP has taken reasonable steps to maintain the confidentiality of any trade secrets that are material to their respective businesses.

3.15 Owned Real Property. Schedule 3.15(a) lists the street address of each parcel of real property owned by USP and used in its Business, together with a general description of the use of each such facility (collectively, the "Owned Real Property"). Except for the Owned Real Property and as otherwise set forth on Schedule 3.15(a), USP does not own any real property or improvements thereon. Renown does not own any real property or improvements thereon.

(b) USP has good and valid title to the Owned Real Property, free and clear of all Encumbrances other than Permitted Liens, as disclosed in Schedule 3.15(b), and other Encumbrances disclosed in the title insurance commitment obtained by the Purchaser, if any.

(c) There are no parties other than USP in possession of any parcel of Owned Real Property or any portion thereof, and there are no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any of the Owned Real Property or any portion thereof. There are no outstanding options or rights of first refusal to purchase the Owned Real Property or any portion thereof or interest therein.

(d) The Owned Real Property used by USP is supplied with utilities adequate for the use and operation of USP's business in the manner conducted as of the Effective Time, including, without limitation, gas, electricity, water, telephone, sanitary sewer and stormwater management.

(e) There are no proceedings in eminent domain or other proceedings pending or, to the knowledge of the Seller, threatened, affecting any portion of the Owned Real Property or any means of ingress or egress thereto.

(f) Certificates of occupancy are in full force and effect for each location of the Owned Real Property. The Owned Real Property and the present uses and operations thereof comply in all material respects with, and neither USP nor the Seller has received written notice from any Governmental Authority that a portion of the Owned Real Property, or any building or improvement located thereon, currently violates in any material respect, any Law (other than any Environmental Laws, as to which the representations and warranties of the Seller, USP and Renown are solely contained in Section 3.19), including those Laws relating to zoning, building, land use, health and safety, fire, air, sanitation and noise control and all deed and other title covenants and restrictions.

3.16 Leased Real Property. Schedule 3.16 attached hereto sets forth, as of the date hereof, the street address of each parcel of real property which is leased by USP or Renown as lessee together with the identity of the lessor of such real property (all such real property being hereinafter collectively the "Leased Real Property"). Each of USP and Renown has a valid and enforceable leasehold interest under each such lease for the Leased Real Property which it is a party to and none of the Seller, Renown or USP are in default under any such real property lease, nor have any of them received any written notice of any default or event that, with notice or lapse of time, or both, would constitute a default by USP or Renown, as applicable, of the terms of any such real property lease. Prior to the date hereof, true, correct and complete copies of each lease of any Leased Real Property have been delivered to the Purchaser and each lease sets

out the entire agreement between the parties with respect to such Leased Property. Except as set forth on Schedule 3.16, neither USP nor Renown occupy any real property or improvements other than the Real Property. There are no parties other than USP or Renown in possession of the portion of any parcel of Leased Real Property which is leased by USP or Renown, and there are no subleases, licenses, concessions or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any such portion of the Leased Real Property.

3.17 Top Ten Customers and Suppliers. Prior to the date hereof, Seller has delivered to Purchaser a list of: (a) the names of the top ten (10) customers of the Business for each of USP and Renown, by revenue during the preceding two (2) years and the percentage of revenue represented by each such customer during the preceding two (2) years; and (b) the top ten (10) suppliers of the Business by payments during the preceding two (2) years and the percentage of total payments to suppliers represented by each such supplier during the preceding two (2) years. Except as set forth in Schedule 3.17, to the knowledge of the Seller: (a) there has been no adverse change in the business relationship of USP or Renown with any of the customers or vendors of USP or Renown, except for the decline in dollar volumes of purchases due to weak demand in the construction industry; (b) there are no outstanding material disputes with any customer or supplier of the Business; and (c) no customer or supplier identified in Schedule 3.17 has notified Seller, Renown or USP in writing or otherwise that it will not do business, that it will materially reduce its business with USP or Renown, as applicable, or that it will require any modification of the terms of its agreements with the Business, Renown or USP.

3.18 Taxes. (a) (i) All Tax Returns required to be filed with respect to USP or Renown have been timely filed; (ii) all such Tax Returns are true, correct and complete in all material respects and were prepared in compliance with Applicable Law; (iii) USP and Renown have paid (or caused to be paid) or have withheld and remitted to the appropriate Taxing Authority all Taxes due and payable, or, where payment is not yet due, have established in accordance with GAAP an adequate accrual for all Taxes; (iv) all Taxes shown on such Tax Returns or otherwise due or payable have been timely paid except as expressly reserved for current taxes payable, the amount of which reserve will, to the knowledge of Seller, constitute an adequate provision for the payment of all Taxes in respect of all periods prior to the Effective Time; (v) except as set forth on Schedule 3.18(a)(v), none of the Internal Revenue Service, the Canada Revenue Agency or any other Tax Authority is currently claiming or asserting against USP or Renown, any adjustment, deficiency or claim for payment of additional Taxes, nor, to the knowledge of the Seller, is there any basis for any such claim or assertion; (vi) except as set forth in Schedule 3.18(a)(vi), no Tax examinations or audits of USP or Renown are in progress or have taken place during the past two (2) years nor have any assessments or reassessments been issued or outstanding; (vii) all deficiencies asserted or assessments or reassessments made against USP or Renown (which are not being contested) as a result of any examination by any Tax Authority have been paid; (viii) there are no pending or, to the knowledge of the Seller, threatened Actions, audits, assessments or proceedings for the assessment, reassessment or collection of Taxes against USP or Renown; (ix) there are no Tax liens on any assets of USP or Renown; (x) USP is not a party to any agreement or arrangement that would result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code by reason of the transactions contemplated hereby; (xi except as set forth on Schedule 3.18(a) (xi), neither USP nor Renown has, at any time, been a member of any

partnership or joint venture or the holder of a beneficial interest in any trust for any period for which the statute of limitations for any Tax potentially applicable as a result of such membership or holding has not expired; (xii) all Taxes required to be withheld, collected, deducted or deposited by USP or Renown have been timely withheld, collected, deducted or deposited and, to the extent required, have been paid or remitted to the relevant Tax Authority including any deductions or withholdings required to be made in respect of payments to any current or former employees of USP or Renown or any person who is, or is deemed to be, a non-resident of Canada for purposes of the Canadian Income Tax Act; (xiii) USP is a United States Person as defined in Section 7701(a)(30) of the Code; (xiv) the Seller has delivered to the Purchaser true and complete copies of all Federal, State, Provincial and local income Tax Returns of USP and Renown for all open taxable years; (xv) no claim has been made since January 1, 2006 by a Tax Authority in a jurisdiction in which Tax Returns are not filed by USP or Renown, that USP or Renown, as applicable, is subject to taxation by that jurisdiction; and (xvi) neither USP nor Renown has participated in any reportable or listed transaction requiring disclosure to any Tax Authority; (xvii) neither USP nor Renown is party to or bound by any closing agreement, offer in compromise, or other similar agreement with any Tax Authority which could affect Taxes for which USP or Renown may be liable; (xviii) except as set forth in Schedule 3.18(a)(xviii), neither USP nor Renown has entered into any current agreement waiving the statute of limitations nor granting an extension of time to file nor has entered into any tax sharing or similar agreement.

(b) Schedule 3.18(b) contains a list and description of (i) any outstanding waivers or agreements entered into or obtained at any time during the two (2) year period prior to the date of this Agreement and extending the applicable statute of limitations with respect to the assessment of any Tax or the audit of any Tax Return due from USP or Renown for any period existing; (ii) any power of attorney that is currently in force and has been granted with respect to any matter relating to Taxes that could affect USP or Renown; and (iii) any deficiencies proposed or agreed to (plus interest and any penalties) as a result of any ongoing audit of any Tax Return of USP or Renown and the extent to which such deficiencies have been paid, reserved against, settled, or are being contested in good faith by appropriate proceedings. All Tax Returns of USP and the consolidated group of which it is a part have been audited by the IRS or other Governmental Body for taxable years through 2005-2009. In connection with such audits, there were no adjustments for USP for the years 2005-2007 nor were there any adjustments for any member of the consolidated group (including USP) for 2008-2009.

(c) Canadian Tax Representations:

(i) Taxable Québec Property. Neither the USP Shares nor the Renown Shares are “taxable Québec property” for purposes of the Taxation Act (Québec).

(ii) Taxable Canadian Property. Neither the USP Shares nor the Renown Shares are “taxable Canadian property” for purposes of the Canadian Income Tax Act. Without limiting the generality of the foregoing, neither USP nor Renown has owned, at any time, during the 60-month period ending on the date hereof, property that is (x) real or immovable property situated in Canada, (y) Canadian resource properties or timber resource properties or (z) option in respect of, or interests in, or civil law rights in, any of the foregoing (whether or not such

property exists), in each case as defined for purposes the definition of “taxable Canadian property” in subsection 2118(1) of the Canadian Income Tax Act.

(iii) Transfer Pricing. Renown has not participated, directly or through a partnership, in a transaction or series of transactions contemplated in subsection 247(2) of the Canadian Income Tax Act or any comparable Law of any province or territory in Canada.

(iv) Tax Sharing Agreements. Renown is not a party to nor bound by any tax sharing agreement, tax indemnity obligation in favour of any Person or similar agreement in favour of any Person with respect to Taxes (including any advance pricing agreement or other similar agreement relating to Taxes with any Governmental Authority). Without limiting the generality of the foregoing, Renown has not entered into an agreement contemplated in section 80.04, Section 191.3 or subsection 18(2.3), 127(13) to (17), or 127(20) or 125(3) of the Canadian Income Tax Act or any comparable Law of any province or territory of Canada.

(v) Future Income Inclusion. Renown will not be required to include in a taxable period ending after the Effective Time any amount of net taxable income (after taking into account deductions claimed for such a period that relate to a prior period) attributable to income that accrued in a prior taxable period but that was not included in taxable income for that or another prior taxable period;

(vi) Renown has not made or incurred any deductible outlay or expense owing to a Person not dealing at arm’s length with Renown the amount of which would, absent an election under paragraph 78(1)(b) of the Canadian Income Tax Act, be included in the Renown’s income for Canadian income tax purposes for any taxable period beginning on or after the Effective Time under paragraph 78(1)(a) of the Canadian Income Tax Act or a corresponding provincial provision;

(vii) there are no circumstances existing which could result in the application to the Renown of sections 80, 80.01, 80.02, 80.03 or 80.04 of the Canadian Income Tax Act or a corresponding provincial provision;

(viii) Renown has not acquired property from a Person not dealing at arm’s length with Renown in circumstances that would result in Renown becoming liable to pay Taxes of such Person under subsection 160(1) of the Canadian Income Tax Act or a corresponding provincial provision; and

(ix) At the Effective Time, the balance of Renown’s “Low Rate Income Pool”, as defined in the Canadian Income Tax Act and any relevant provincial income tax statute, shall be nil.

3.19 Environmental Matters. (a) Other than Releases which have occurred in de minimis quantities, no Release of Hazardous Materials in violation of any Environmental Law has occurred on any Real Property during the period of USP's or Renown's ownership, occupancy, or operation thereof. Except as set forth in Schedule 3.19(a), to the knowledge of the Seller, there has not been any Release of Hazardous Materials in violation of any Environmental Law at the Owned Real Property prior to USP's ownership, occupancy or operation of any Owned Real Property. There are no pending or, to the knowledge of Seller, threatened claims or Encumbrances arising under or pursuant to any Environmental Law, with respect to or affecting any of the Real Property.

(b) The operations of the Business presently comply and, except as set forth on Schedule 3.19(b), have at all times complied in all material respects with applicable Environmental Laws and neither USP nor Renown has any material liabilities under any Environmental Laws. To the knowledge of Seller, neither USP nor Renown has any liability arising under any Environmental Law, and to the knowledge of Seller, except as set forth in Schedule 3.19(b), no event has occurred or circumstance exists that (with or without notice or lapse of time) could result in USP or Renown having any Liability arising from noncompliance with any Environmental Law. Except as set forth in Schedule 3.19(b), to the knowledge of the Seller, there is no condition in or under any Owned Real Property or Leased Real Property at the date of this Agreement that would require reporting outside the Ordinary Course of Business or remediation under applicable Environmental Laws. None of the Seller, Renown or USP has received any written communication in the last five (5) years from or on behalf of any Governmental Authority or other third party: (i) alleging any noncompliance of any Owned Real Property or Leased Real Property with Environmental Laws or of any condition thereon that would require remediation under applicable Environmental Laws or (ii) that any Owned Real Property, Leased Real Property or any property to which USP has directly or indirectly transported or arranged for the transportation of any Hazardous Material is currently on any federal or state "Superfund" list.

(c) No administrative order, consent order, settlement agreement, suit or citation to which USP or Renown is a party with respect to any Environmental Law, Hazardous Materials or Releases has been received by the Seller, Renown or USP with respect to or in connection with the operation of any Owned Real Property, Leased Real Property or any off-site location to which Hazardous Materials used or generated by the Business have been transported or disposed of or have come to be located, and to the knowledge of Seller, non have been threatened.

(d) Except as set forth on Schedule 3.19(d), all Hazardous Materials used, generated or disposed of by USP or Renown have been used, generated or disposed of in compliance in all material respects with all applicable Environmental Laws.

(e) Except as set forth in Schedule 3.19(e), none of the Real Property contains any (i) above-ground or underground storage tanks or (ii) landfills, surface impoundments, or disposal areas.

(f) To Seller's knowledge, Seller has delivered to Purchaser copies of all reports, studies, analyses, or tests initiated by or on behalf of or in the possession of Seller, USP or

Renown pertaining to the environmental condition of, Hazardous Material in, on, or under, any of the Real Property.

3.20 Employee Plans. (a) Schedule 3.20(a) sets forth a true and complete list of all employee benefit plans (within the meaning of Section 3(3) of ERISA), every "registered pension plan" as defined in s. 248(1) of the Canadian Income Tax Act, and all bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, executive compensation, retiree medical or life insurance, retirement, supplemental retirement, severance or other benefit plans, programs or arrangements in which employees of USP or Renown participate, with respect to which either USP or Renown has any obligation or which are maintained, contributed to or sponsored by USP, Renown or any of their Affiliates for the benefit of any current employee, officer or director of USP, Renown or any former employee of USP or Renown regardless of whether such plans, programs or arrangements are being assumed by the Purchaser (hereinafter the "Employee Plans"). Except as set forth in Schedule 3.20(a), USP has not contributed to or been obligated to contribute to any "multiemployer plan" within the meaning of Section 3(37) of ERISA. Except as set forth in Schedule 3.20(a), Renown has not contributed to or been obligated to contribute to any "multi-employer pension plan" as defined in s.1(1) of the *Pension Benefits Act* (Ontario) or any similar Canadian pensions benefits statute. Except as otherwise disclosed in Schedule 3.20(a), neither USP nor Renown has made an express or implied commitment to modify, change or terminate any Employee Plan other than a modification, change or termination required by Law.

(b) To Seller's knowledge, with respect to each Employee Plan, complete and correct copies of the following documents, where applicable, have been delivered to the Purchaser: (i) the annual reports (Form 5500 series), together with schedules, as required, filed with the IRS or Department of Labor (the "DOL"), as applicable, and any financial statements and opinions required by Section 103(a)(3) of ERISA for the two most recent plan years, (ii) the most recent determination letter or opinion letter issued by the IRS, (iii) the most recent summary plan description and all modifications, as well as all other descriptions distributed to employees or set forth in any manuals or other documents, including written descriptions of all non written Employee Plans, (iv) the text of the Employee Plan and of any trust, insurance or annuity contracts maintained in connection therewith, (v) any actuarial reports relating to any Employee Plan for the two most recent plan years; (vi) any annual reports prepared by third party administrators for each Employee Plan for the two most recent plan years, including, but not limited to, any nondiscrimination testing with respect to any qualified plan, and (vii) any services agreement with third parties providing services to any Employee Plan.

(c) Each Employee Plan which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that it is so qualified, and each related trust which is intended to be exempt from federal income Tax pursuant to Section 501(a) of the Code has received a determination letter from the IRS that it is so exempt, and no fact or event has occurred since the date of such determination letter that would adversely affect such qualification, tax-preferred or tax exempt status, as the case may be.

(d) With respect to each Employee Plan in which employees of USP participate, USP is not currently liable for any Tax arising under Section 4971, 4972, 4975, 4976, 4978,

4979, 4980 or 4980B of the Code, and no fact or event exists which would give rise to any such liability. USP has not incurred any liability under or arising out of ERISA, the Health Insurance Portability and Accountability Act of 1996 and the Family Medical Leave Act of 1993 and, to the knowledge of Seller, no fact or event exists that would result in such a liability. None of the assets of USP are the subject of any lien arising under Section 302(f) of ERISA or Section 412(n) of the Code and USP has not been required to post any security under Section 307 of ERISA or Section 401(a)(29) of the Code with respect to any Employee Plan, and no fact or event exists which would give rise to any such lien or requirement to post any such security. Except as set forth on Schedule 3.20(d), each Employee Plan is fully funded to the extent required by applicable Law.

(e) Except as disclosed on Schedule 3.20(e), neither USP nor Renown has any obligation to provide medical or life insurance coverage (whether or not insured) under any Employee Plan or collective bargaining agreement to any current, retired or former employee, director or consultant, or their beneficiaries or dependents, after retirement or other termination of employment, except as may be required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") or applicable state medical benefits continuation Law.

(f) Each Employee Plan is and at all times has, in all material respects, been maintained, funded, registered, qualified, operated and administered, and each USP and Renown have performed all of its obligations under each Employee Plan, in each case in accordance with the terms of such Employee Plan and in compliance with all applicable Laws, including ERISA and the Code and any similar laws of Canada and Ontario. USP has complied in all material respects with the provisions of COBRA, the Health Insurance Portability and Accountability Act of 1996 and the Family Medical Leave Act 1993. All Employee Plans that are "nonqualified deferred compensation plans" (within the meaning of Section 409A of the Code) have, in all material respects, been maintained and administered since January 1, 2005 in compliance with the requirements of Section 409A of the Code and the regulations and other guidance issued thereunder. All contributions required to be made to any Employee Plan by Applicable Law or the terms of such Employee Plan or any agreement relating thereto, and all premiums due or payable with respect to insurance policies funding any Employee Plan, for any period through the Effective Time, have been timely made or paid in full (without regard to any waivers granted with respect thereto) to any funds or trusts established thereunder or, to the extent not required to be made or paid on or before the Effective Time, have been properly accrued and fully reflected in the Financial Statements, except as set forth on Schedule 3.20(f). All returns, reports and filings required to be filed with the DOL, the IRS, the Pension Benefit Guaranty Corporation (including any successor thereto, the "PBGC") or any other Governmental Authority or which must be furnished to any plan participant or beneficiary with respect to each Employee Plan have been timely and accurately filed or furnished.

(g) No Employee Plan, nor any related trust, is subject to any pending or threatened investigation, examination or other legal proceeding, initiated by any Governmental Authority or by any other Person (other than routine claims for benefits), and there exists no state of facts which after notice or lapse of time or both could reasonably be expected to give rise to any such investigation, examination or other legal proceeding or to affect the registration or authorization of any Employee Plan required to be registered. Further, should any matter arise

which could affect the registration or authorization of any Employee Plan, Seller, USP or Renown, as the case may be, shall, in a timely fashion, take all steps required to ensure the registration or authorization is not affected. No event has occurred respecting any Employee Plan which would entitle any Person to cause the wind-up or termination of such Employee Plan in whole or in part. There have been no withdrawals, applications or transfers of assets from any Employee Plan or the trusts or other funding media relating thereto except in accordance with the terms of such Employee Plan, Applicable Law and all applicable agreements.

(h) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or in conjunction with any other event) will (i) entitle any Employee to severance pay or any increase in severance pay upon termination of employment after the date of this Agreement, (ii) result in any payment from USP or Renown becoming due to any current or former officer, director or employee of USP or Renown; (iii) increase any benefits otherwise payable under any Employee Plan; or (iv) except as set forth in Schedule 3.20(h) attached hereto, accelerate the time of payment or vesting of compensation or benefits (including stock options) under any Employee Plan. Neither USP nor Renown has made or become obligated to make, and neither USP or Renown will, as a result of the consummation of the transactions contemplated by this Agreement, become obligated to make any payments that could be nondeductible by reason of Section 280G of the Code (without regard to Subsection (b)(4) thereof) or Section 162(m) of the Code (or any corresponding provision of foreign, state or local Law), nor will USP nor Renown be required to "gross up" or otherwise compensate any individual because of the imposition of any excise Tax on such a payment to the individual.

3.21 Labor Matters. (a) Prior to the date hereof, Seller has delivered to Purchaser a true, correct and complete list, of the names, positions, locations, dates of hire and compensation of all Employees (including those on leave of absence to layoff status) and the names and current compensation levels of all consultants or independent contractors who provide services to the Business. To the knowledge of Seller, each consultant and independent contractor qualifies as such under Applicable Law. To the extent required by Law, all Employees of USP have completed, and USP has retained for each such employee, a Form I-9 (Employment Eligibility Verification) and all appropriate supporting documentation for each employee. USP does not have any employees for whom it currently has petitions or applications for immigration benefits pending with the U.S. Citizenship and Immigration Services or the United States Department of Labor. Neither USP nor Renown has made any representations to any person concerning any sponsorship for temporary or permanent immigration status.

(b) Neither USP nor Renown is a party to any collective bargaining agreement or union contract recognizing any labor organization as the bargaining agent of any Employees. To the knowledge of the Seller, there is no union organization activity involving any of the Employees, pending or threatened. Each of USP, Renown and the conduct of the Business are in compliance with all Laws relating to the employment of labor, including all such Laws relating to employment practices, terms and conditions of employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, classifications, benefits and collective bargaining, the payment of social security and similar Taxes and occupational safety and health, the WARN Act and any similar state or local "mass layoff" or "plant closing" Law. There has been no

"mass layoff" or "plant closing" (as defined by the WARN Act) with respect to USP within the six months prior to Closing. The Business has not, during the last three (3) years, experienced any labor disputes or any work stoppages due to labor disagreements. There is no unfair labor practice charge or complaint pending, or, to the knowledge of the Seller, overtly threatened against USP, Renown or the Business and there are no administrative charges or court complaints relating to alleged employment discrimination or other employment related matters pending, or, to the knowledge of the Seller, threatened before the U.S. Equal Employment Opportunity Commission or any other Governmental Authority. Schedule 3.21(b)contains a list and description of all outstanding workers compensation claims currently pending against USP or Renown or with respect to the Business.

(c) Schedule 3.21(c) states the number of employees terminated or laid off by either USP in the last 90 days, and contains a list of the following information for each employee of USP who has been terminated or laid off, or whose hours of work have been reduced by more than 50% by either of them in the 90 days prior to the date of this Agreement: (i) the date of such termination, layoff, or reduction in hours; (ii) the reason for such termination, layoff, or reduction in hours; and (iii) the location to which the employee was assigned.

(d) As of the date hereof, there are no Employees of USP who are absent from work on short or long-term disability leave or leave under the Family and Medical Leave Act of 1993 or have notified USP (as applicable) of their intent to take such leave.

(e) Schedule 3.21(e) sets forth (i) the worker's compensation losses for USP since December 31, 2006 and (ii) a description of any investigations into the operations of USP pursuant to the Occupational Safety and Health Act and similar state and local Laws since December 31, 2006.

3.22 Insurance. Each of USP and Renown are insured under Parent-administered policies in amounts sufficient to operate and protect its assets and to conduct its Businesses as intended and consistent with past practices. Schedule 3.22 contains a list of all policies of insurance, including property, casualty, fire, liability, workers' compensation and all other types of insurance, under which USP and Renown are insured and a summary of each claim made by either USP and Renown under each such policy since January 1, 2006. As of the date hereof, all such policies are in full force and effect and all premiums due thereon have been paid.

3.23 Tangible Personal Property. (a) Schedule 3.23 contains a list of each lease of tangible personal property used in the Business requiring annual payments from USP or Renown of $100,000 or more (collectively the "Personal Property Leases").

(b) Prior to the date hereof, a copy of each of the Personal Property Leases listed on Schedule 3.23 has been delivered to the Purchaser. Each of USP and Renown has a valid leasehold interest under each of the Personal Property Leases under which it is a lessee, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), there is no

material default under any Personal Property Leases by USP, Renown or, to the knowledge of the Seller, by any other parties thereto.

(c) Except as set forth on Schedule 3.23, each of USP and Renown has good and valid title to all of the items of tangible personal property reflected in the December 31 Balance Sheet (except as sold or disposed of subsequent to the date thereof in the Ordinary Course of Business), free and clear of any and all Encumbrances other than Permitted Liens.

3.24 Product Warranties. Prior to the date hereof, the Seller has delivered to the Purchaser a true, complete and correct list of the standard product and service warranties, indemnifications and guarantees which USP, Renown or the Business extends to customers in the Ordinary Course of Business together with copies of such standard product and /or service warranties. No warranties, indemnifications or guarantees are now in effect or outstanding with respect to the products or services manufactured, produced or performed by USP or Renown, except for the warranties, indemnifications and guarantees identified and described in the list of product and service warranties delivered to Purchaser prior to the date hereof. Prior to the date hereof, the Seller has also delivered to the Purchaser a true, complete and correct list of the Contracts which contain separate warranties, which differ from the standard product and service warranties of USP and Renown. Except for product returns, the scope and magnitude of which are consistent with the product returns experienced by USP or Renown prior to the date hereof, the products sold by USP and Renown prior to the date hereof do not have defect or failure rates that have given rise to material warranty, product liability or related claims.

3.25 No Brokers. Other than as disclosed in Schedule 3.25, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Seller, Renown and USP or their respective Affiliates.

3.26 Corporate Books and Records. The books of account of USP and Renown, the minute book and stock or ownership transfer records of Renown, the USP Minute Book and the other records of USP and Renown are complete and correct in all material respects and have been maintained in accordance with sound business practices and, in the case of the Renown minute book, contains true and correct copies of its articles of amalgamation and its by-laws, in each case, as amended, and, in the case of the USP Minute Book, contains true, correct and complete copies of its articles of incorporation by-laws, in each case, as amended.

3.27 Related-Party Transactions. Except as set forth on Schedule 3.27, no officer, director Employee, Affiliate or stockholder of USP, Renown or any member of his or her immediate family is currently indebted to USP or Renown, nor is USP or Renown indebted (or committed to make loans, advances or extend or guarantee credit) to any of such individuals. Except as set forth on Schedule 3.27 hereto, none of such Persons has any direct or indirect ownership interest in any firm or corporation with which USP or Renown is affiliated or with which USP or Renown has a business relationship, or any firm or corporation that competes with USP or Renown except that officers or directors of USP and Renown and members of their immediate families may own stock in an amount not to exceed 5% of the outstanding capital stock of publicly traded companies that may compete with the Purchaser following the

consummation of the transactions contemplated hereby. Except as set forth on Schedule 3.27 hereto, no director, officer or Affiliate of USP or Renown and no member of the immediate family of any such Person is directly or indirectly interested in any Contract to which USP or Renown is a party.

3.28 Bank Accounts; Lockboxes. Prior to the date hereof, Seller has delivered to Purchaser a true, correct and complete list of each bank account maintained by USP and Renown together with a true, correct and complete list of each bank other financial institution at which any lock box for the collection of accounts receivable of USP or Renown is maintained, together with the identity of all Persons authorized to withdraw any funds contained in such accounts or lockboxes. Except as set forth in the list of bank accounts delivered to the Purchaser as described in the preceding sentence, neither USP nor Renown maintains any bank account or lockbox for the collection of accounts receivable of USP or Renown.

3.29 Title to and Sufficiency of Assets. Each of Renown and USP has good and valid title to all of its material property and assets, free and clear of all Encumbrances, except for Permitted Liens. Neither USP nor Renown conducts any business other than the Business. The buildings, plants and structures which are used in the conduct of the Business have been maintained by USP and Renown, as the case may be, consistent with the past maintenance practices of USP and/or Renown, no material maintenance of the buildings, plants and structures used in the conduct of the Business has been delayed and, to the knowledge of Seller, no material maintenance or replacement costs need to be expended with respect to the buildings, plants and structures used in the conduct of the Business. Except for equipment which is not operating and held as spare or replacement equipment, the material equipment which is used in the conduct of the business has been maintained by USP and Renown, as the case may be, consistent with the past maintenance practices of USP and/or Renown, no material maintenance of the material equipment used in the conduct of the Business has been delayed. Except as otherwise described in Schedule 3.29, (a) the assets (tangible and intangible) owned and leased by USP or Renown constitute all the assets (tangible and intangible) used in connection with the Business of each of USP and Renown, and (b) such assets constitute all the assets (tangible or intangible) necessary for USP or Renown to continue to conduct its Business following the Closing in substantially the same manner as it is being conducted on the date hereof.

3.30 Accounts Receivable. All accounts receivable of each of USP and Renown have arisen from sales actually made or services actually performed in the Ordinary Course of Business and, to the knowledge of Seller, constitute valid obligations and are collectible, net of applicable reserves.

3.31 Inventory. All inventories of USP and Renown consist of a quality and quantity usable and, with respect to finished goods, saleable in the Ordinary Course of Business, except for obsolete items, items of below standard quality and excess inventory, all of which have been reserved for consistent with past practices used in the preparation of the Financial Statements.

3.32 Indebtedness. All of the Indebtedness of USP, Renown or the Business is set forth on Schedule 3.32, with the holder of each item of such Indebtedness set forth thereon and

the amount of Indebtedness so held. All Indebtedness of USP, Renown, or the Business, will be repaid in full at Closing as provided in Section 5.08.

3.33 Competition Act. For the purposes of the threshold set out at section 110(3) of the Competition Act, as adjusted on an annual basis, the Seller and its Affiliates do not have aggregate assets in Canada that exceed CDN$73 million, nor do they have aggregate gross revenues from sales in or from Canada generated from their assets in Canada that exceed CDN$73 million, all as determined in accordance with Part IX of the Competition Act.

3.34 Disclosures. To the knowledge of Seller, no representation or warranty or other statement made by Seller in this Agreement, the Disclosure Schedules, any supplement to the Disclosure Schedules or the certificate delivered pursuant to Section 6.01(a) hereof contains any untrue statement of material fact or omits to state a material fact necessary to make the statements in this Agreement or therein, in light of the circumstances in which they were made, not misleading.

ARTICLE 4.
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Purchaser hereby makes the following representations and warranties, as of the date hereof and as of the Effective Time, which representations and warranties shall be qualified by the Schedules.

4.01 Organization and Authority and the Purchaser. Each Purchaser is duly organized, validly existing and in good standing under the laws of the State or Province of its incorporation and has all necessary power and authority to enter into this Agreement and the applicable Ancillary Agreements. The execution and delivery of this Agreement and any applicable Ancillary Agreements by each Purchaser, the performance by each Purchaser of its obligations hereunder and thereunder, and the consummation by each Purchaser of the transactions contemplated hereby and, as applicable, thereby have been duly authorized by all requisite corporate action on the part of each Purchaser. This Agreement and each Ancillary Agreement have been duly executed and delivered by each Purchaser and (assuming due authorization, execution and delivery by the Seller, Renown and USP and any other parties thereto other than the Purchaser), this Agreement and each such Ancillary Agreement constitutes a legal, valid and binding obligation of each Purchaser, enforceable against such Purchaser in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors rights and remedies generally and subject, as to enforceability, to rules of law governing specific performance, injunctive relief and to general principles of equity.

4.02 No Conflict. The execution, delivery and performance of this Agreement and each applicable Ancillary Agreement by the Purchaser does not and will not: (a) violate, conflict with or result in the breach of any provision of the Organizational Documents of the Purchaser; (b) conflict with or violate in any material respect any Law or Governmental Order applicable to either Purchaser or any of its properties or assets; or (c) materially conflict with, result in any material breach of, constitute a material default (or event which with the giving of notice of lapse

or time, or both, would become such a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation, or cancellation of, or result in the creation of any material Encumbrance on any of the assets or properties of either Purchaser pursuant to, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which a Purchaser is a party or by which any of its assets or properties are bound or affected.

4.03 Governmental Consents and Approvals. To the knowledge of Purchaser, the execution, delivery and performance of this Agreement by the Purchaser does not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to, any Governmental Authority.

4.04 No Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of either Purchaser.

4.05 Litigation. There is no Action pending or, to the knowledge of the Purchaser, threatened against either Purchaser or its Affiliates, which, if adversely determined, is reasonably likely to prohibit, restrain or materially delay the ability of either Purchaser to enter into this Agreement or consummate the transactions contemplated hereby.

4.06 Investment Intention. Each Purchaser is acquiring the Shares for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act). Each Purchaser understands that the Shares have not been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

ARTICLE 5.
COVENANTS AND ADDITIONAL AGREEMENTS

5.01 Ancillary Agreements. Prior to or contemporaneous with the Closing, the Seller will cause to be duly executed (by each party other than the Purchaser) and delivered each of the Ancillary Agreements. The Purchaser shall execute each Ancillary Agreement to which it is a party and deliver executed copies of such agreements to the Seller.

5.02 Conduct of Business Prior to the Closing. (a) Seller covenants and agrees, except as set forth in Schedule 5.02(a), at all times from and after the date hereof through and to the Effective Time to take all action necessary cause each of USP and Renown: (i) operate its respective Business only in the Ordinary Course Business; and (ii) use commercially reasonable efforts to: (A) preserve its present Business operations, organization and goodwill; and (B) preserve the present relationships which it has with its vendors, customers and other Persons having business relationships with it.

(b) Seller covenants and agrees that, except as set forth in Schedule 5.02(b), at all times from and after the date hereof through and to the Effective Time, it shall take all action

necessary to cause each of USP and Renown to refrain from taking any action or failing to take any action which would cause any representation or warranty contained in Article 3 hereof to be untrue in any material respect or result in any breach of any covenant. Without limiting the foregoing, except to the extent required by Law, without the prior written consent of the Purchaser, the Seller, Renown and USP shall not:

(i) declare, set aside, make or pay any dividend or other distribution in respect of the capital stock, Shares or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock, Shares or other securities of, or other ownership interests in, USP or Renown; provided that, nothing in this Section 5.02(b) (i) shall be deemed to prohibit, limit or otherwise impair the right of USP or Renown to pay to Seller or Gibraltar Industries, Inc., as applicable, on a daily basis, dividends and amounts due and payable pursuant to intercompany transactions, all in a manner consistent with the cash management practices of Seller or Gibraltar Industries, Inc.;

(ii) transfer, issue, sell or dispose of any shares of capital stock, Shares or other securities of USP or Renown or grant options, warrants, calls or other rights to purchase or otherwise acquire shares of the capital stock, Shares or other securities of USP or Renown;

(iii) except to the extent contemplated by the capital budget of USP and Renown, acquire any property, plant, facility, furniture or equipment in excess of $50,000 individually;

(iv) sell, lease, license, encumber or dispose of any material interest in any of its properties or assets, except use of supplies or sales of inventory in the Ordinary Course of Business;

(v) make any loans, advances or capital contributions to, or investments in any Person other than intercompany loans made by the Seller or Gibraltar Industries, Inc. to USP or Renown in a manner consistent with the cash management practices of Seller or Gibraltar Industries, Inc.;

(vi) terminate or amend any Material Contract;

(vii) enter into any Contract or agreement that would have been required to be disclosed in Schedule 3.13 if such Contract or agreement had been in effect on the date of this Agreement other than customer contracts, product purchase agreements or renewals of existing agreements in the Ordinary Course of Business;

(viii) enter into any employment agreement with any employee or increase in any manner the compensation of any of the officers, directors, consultants or other Employees other than normal, bargained, merit or cost of living payments or increases made in the Ordinary Course of Business;

(ix) adopt or amend any bonus, profit sharing, compensation, employment or other Employee Plan, trust, fund or group arrangement for the benefit or welfare of any

Employees or any bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, employment or other Employee Plan, agreement, trust fund or arrangements for the benefit or welfare of any director of USP or Renown;

(x) make any change in any of its present Tax or accounting methods and practices, except as required by changes in GAAP or other Applicable Law;

(xi) except for advances under working capital lines of credit in existence as of the date hereof in the Ordinary Course of Business, incur any indebtedness for borrowed money, issue any debt securities or assume, guarantee or endorse the obligations of any other Persons;

(xii) take any action that would render any representation or warranty made by the Seller, Renown or USP in this Agreement untrue at the Effective Time, including any actions referred to in Section 3.10;

(xiii) cancel or terminate its current insurance policies or allow any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(xiv) amend or authorize the amendment of its Organizational Documents;

(xv) knowingly take or fail to take any action which would result in a Material Adverse Effect;

(xvi) effect or agree to effect any merger, acquisition, recapitalization, reclassification, stock split or like change in the capitalization of USP or Renown or change of control transaction with respect to USP or Renown; or

(xvii) agree or commit to any of the foregoing, whether in writing or otherwise.

5.03 Access to Information. Prior to the Effective Time, the Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the properties, businesses and operations of the Business and such examination of the books, records and financial condition of the Business as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted during regular business hours and under reasonable circumstances, and the Seller shall cooperate, and shall direct USP and Renown to cooperate, fully therein.

5.04 Confidentiality. No party hereto shall, without the prior written consent of the disclosing party, disclose or acquiesce in the disclosure by any Person, or use or enable the use

of any non-public information regarding the disclosing party or the financial condition of such party (whether or not contained in any documents or otherwise furnished at any time pursuant to the provisions of this Agreement, including, without limitation, all information and documents furnished pursuant to Article 7), except to the legal counsel, accountants, financial advisors, investment bankers and the other authorized agents and representatives of the parties hereto, and to such Persons only to the extent required for activities directly related to the obligations of the receiving parties under this Agreement, except to the extent such information has been publicly disclosed or is otherwise in the public domain or is required to be disclosed by Law or by a court of competent jurisdiction or Governmental Authority. The provisions of this Section 5.04 shall apply to Seller, Purchaser, Parent and each Affiliate of Parent and Purchaser.

5.05 Regulatory and Other Authorizations; Consents. (a) Each of the parties hereto shall obtain (and Seller shall cause each of USP and Renown to obtain) all authorizations, consents, orders, and approvals of all Governmental Authorities and officials that may be or become necessary for such party's execution and delivery of, and the performance of their respective obligations pursuant to, this Agreement and each Ancillary Agreement, and will cooperate fully with each other in promptly seeking to obtain all such authorizations, consents, orders and approvals.

(b) Each of the parties hereto shall (and Seller shall cause each to USP and Renown to): (i) give promptly such notices to third parties; and (ii) use its reasonable commercial efforts to obtain such third party consents, each to the extent necessary or useful in connection with the transactions contemplated by this Agreement.

(c) Each of the parties hereto shall (and Seller shall cause each of USP and Renown to obtain) cooperate and use all reasonable efforts to assist each other in giving such notices and obtaining such consents; provided, however, that no party hereto shall have any obligation to give any guarantee or other consideration of any nature in connection with any such notice or consent or to consent to any change in the terms of any agreement or arrangement which such party in its sole and absolute discretion may deem adverse to the interests of the Purchaser, the Seller, Renown or USP.

5.06 Non-Competition. (a) From the date of this Agreement through the end of the five (5) year period beginning on the first day following of the Closing Date, Parent, Seller and their respective Affiliates shall not, directly or indirectly:

(i) engage, invest in, own, manage, operate, finance, control, advise, render services to, guarantee the obligations of, be associated with, or in any manner be connected with a "Competitive Business", which for the purpose of this Agreement, means a business located in or transacting business in the United States or Canada that is competitive, in whole or in part, with the Business as conducted as of the Closing Date or within twelve (12) months prior to the Closing Date;

(ii) (A) solicit, induce, or otherwise cause, or attempt to solicit, induce, or otherwise cause, any customer, supplier, licensor, licensee, or any prospective customer, supplier, licensor, or licensee that has been contacted or targeted for contact by USP or Renown on or before the Closing Date (any such current or prospective customers, suppliers, licensors,

licensees and Persons contacted or targeted for contact by USP or Renown being hereinafter "Targeted Customers"), or any other Person engaged in a business relationship with USP, Renown (or their successors), to terminate, curtail, or otherwise modify its relationship with USP, Renown (or their successors), or (B) interfere in any way with the relationship between USP, Renown (or their successors), and any of its Targeted Customers or any other Person engaged in a business relationship with USP, Renown (or their successors); provided that, nothing in this Section 5.06(a)(ii) shall be deemed or construed to prohibit Seller or any Affiliate of Seller from engaging in or soliciting sales of products of a business which is not a Competitive Business to Targeted Customers; or

(iii) (A) cause, induce, or attempt to cause or induce any employee, agent, or independent contractor of USP, Renown (or their successors) to terminate such relationship; (B) in any way interfere with the relationship between USP, Renown (or their successors) and any of its employees, agents, or independent contractors; or (C) hire, retain, employ, or otherwise engage or attempt to hire, retain, employ, or otherwise engage as an employee, independent contractor, or otherwise, any employee, agent, or independent contractor of USP, Renown (or their successors). Notwithstanding the foregoing, nothing in this Section 5.06(a)(iii) shall be deemed to prohibit the Seller from solicitation of prospective employees in a general purpose employment advertisement in a local or national newspaper, posting on the internet or such other general solicitation; provided that such solicitation is not directed specifically to any current employees of USP, Renown (or their successors).

(b) From the date of this Agreement through the end of the five (5) year period beginning on the first day following of the Closing: (i) Parent, Seller and their respective Affiliates shall take any and all action as may be necessary to prevent their respective officers and directors from making any disparaging statement, either orally or in writing, regarding Purchaser, USP, Renown (or their successors), the business, products, or services thereof, or any of their respective directors, officers, employees, or agents; and (ii) Purchaser and each Affiliate of Purchaser, including, but not limited to, USP and Renown, shall take any and all action as may be necessary to prevent their respective officers and directors from making any disparaging statement, either orally or in writing, regarding Parent, Seller or any of their Affiliates, the business, products or services of Parent, Seller or any of their respective Affiliates or any of their respective directors, officers, employees or agents of Parent, Seller or any of their respective Affiliates. Notwithstanding the foregoing, the obligations of Purchaser and its Affiliates under Section 5.06(b)(ii) above shall not apply to the business, products, services, officers, directors, employees or agents of any Incidental Competitor which may be acquired by Seller pursuant to Section 5.06(e) hereof.

(c) (i) The Seller acknowledges that: (A) a material breach of any of the covenants contained in this Section 5.06 would result in material irreparable injury to the Purchaser, USP and/or Renown and each of their respective successors for which there is no adequate remedy at law; (B) it may not be possible to measure damages for such injuries precisely; (C) the Purchaser will be entitled to obtain equitable relief, including, but not limited to, a temporary restraining order and/or a preliminary or permanent injunction restraining the Seller and its Affiliates from engaging in activities prohibited by this Section 5.06, and such

other relief as may be required to specifically enforce any of the covenants in this Section 5.06; and (D) Seller waives the posting of a bond or undertaking as a condition to such relief.

(ii) The Purchaser acknowledges that: (A) a material breach of any of the covenants of Purchaser contained in Section 5.06(b)(ii) would result in material irreparable injury to the Parent, the Seller and their respective Affiliates for which there is no adequate remedy at law; (B) it may not be possible to measure damages for such injuries precisely; (C) the Parent, the Seller and their respective Affiliates will be entitled to obtain equitable relief, including, but not limited to, a temporary restraining order and/or a preliminary or permanent injunction restraining the Purchaser and its Affiliates from engaging in activities prohibited by Section 5.06(b)(ii), and such other relief as may be required to specifically enforce any of the covenants of the Purchaser contained in Section 5.06(b)(ii); and (D) Purchaser waives the posting of a bond or undertaking as a condition to such relief.

(d) Seller agrees that this Section 5.06, including the provisions relating to duration, geographical area, and scope, is reasonable and necessary to protect and preserve Purchaser's, USP's and Renown's legitimate business interests and the value of the Shares and of USP and Renown, and to prevent an unfair advantage from being conferred on Seller and is thus integral to this Agreement. If any provision or portion of this Section 5.06 is found by a court of competent jurisdiction to be invalid or unenforceable, any such invalid or unenforceable provision or portion thereof shall be deemed, without further action on the part of the parties hereto, modified, amended or limited to the extent necessary to render the same valid and enforceable. No proceeds or other amount received or receivable under this Agreement by the Seller shall be for granting any restrictive covenant under this Agreement. The Seller and the Purchaser shall duly and timely make and file any elections (including any amended elections) that the Seller or the Purchaser (or an affiliate of the Purchaser) may request, in such form as the Seller or the Purchaser may request, as provided for under section 56.4 of the Canadian Income Tax Act, as it is proposed to be amended on the date of this Agreement, or as it may subsequently be amended, or under analogous provisions of any other income tax legislation.

(e) Nothing in this Section 5.06 shall preclude or prohibit the Seller or any of its Affiliates from acquiring the stock (or other securities) or assets of any Person which derives less than four percent (4%) of its revenues from the conduct of a Competitive Business (any such business being hereinafter an "Incidental Competitor"); provided that, after any such acquisition, the Seller complies with the remaining provisions of this Section 5.06(e). Notwithstanding the rights of the Seller and its Affiliates to purchase an Incidental Competitor, in no event shall Seller and/or its Affiliates have the right, at any time during the five (5) year period beginning on the first day following the Closing Date, to purchase, by merger, acquisition of stock, acquisition of assets or otherwise, any Person identified in a list of such Persons to be agreed to by Seller and Purchaser on the Closing Date. In the event that the Seller or any of its Affiliates acquires an Incidental Competitor at any time during the five (5) year period beginning on the first day following the Closing Date, the Seller or any Affiliate of the Seller that acquires any such Incidental Competitor shall, promptly, but in no event later than thirty (30) days following the acquisition by Seller or any Affiliate of Seller, provide the Purchaser the exclusive right (subject to the execution by Purchaser and Seller or its Affiliate of a confidentiality and exclusivity agreement containing reasonable and customary terms and conditions for similar purposes (the

"Confidentiality Agreement")), for a period of ninety (90) days following the execution of the Confidentiality Agreement, to perform a due diligence investigation of the business of the Incidental Competitor for the purpose determining whether or not the Purchaser has any interest in purchasing the Incidental Competitor from Seller or its Affiliate. In connection with the due diligence investigation which Purchaser may determine to undertake, Seller agrees to negotiate in good faith with Purchaser the terms and conditions for the Purchaser to acquire any such Incidental Competitor. In the event that Purchaser and Seller or its Affiliate are unable to agree upon terms for the purchase by Purchaser of the Incidental Competitor within ninety (90) days following the execution of the Confidentiality Agreement, Seller or its Affiliate shall not be prohibited from operating the business of such Incidental Competitor in the ordinary course or from engaging in discussions with any third party other than Purchaser for the sale of the business or assets of the Incidental Competitor. In addition to the exception from the prohibitions of Section 5.06(a)(i) set forth above in this Section 5.06(e), nothing in Section 5.06(a)(i) shall preclude or limit any Person, which, is not an Affiliate of the Seller (whether as of the Closing Date or any time thereafter) from engaging in a Competitive Business from and after the acquisition of the Seller, any Affiliate of Seller or any successor in interest to the Seller or any Affiliate of Seller, by merger, purchase of a majority of the stock or other controlling interest, purchase of substantially all of the assets or other transaction having the same or similar effect as any of the foregoing.

5.07 Further Action. Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under Applicable Law, and to execute and deliver such documents and other papers, each as may be required to carry out the provisions of this Agreement and the Ancillary Agreements and to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements. In connection with the foregoing, Seller shall use commercially reasonable efforts to obtain an assignment from the inventor of U.S. Patent No. 7,134,636, issued November 14, 2006 and entitled "Post Support" (hereinafter the "Post Support Patent") and shall use commercially reasonable efforts to obtain an assignment of U.S. Patent No. 5,217,317 (hereinafter the "Expired Patent") from the inventor of the Expired Patent (the "Expired Patent Inventor"). In connection with the efforts of the Seller to obtain the assignment from the inventor of the Post Support Patent, the Purchaser agrees to cause USP to commence and prosecute legal proceedings against the inventor of the Post Support Patent, at the Seller's sole cost and expense and with counsel selected by Seller and reasonably acceptable to Purchaser, to cause the inventor of the Post Support Patent to comply with his obligation to assign his rights to the Post Support Patent to USP as provided in under his employment agreement with USP. In connection with the efforts of the Seller to obtain assignments to the Expired Patents from the Expired Patent Inventors, the Seller's obligation shall be to request, in writing, an assignment from the Expired Patent Inventors and Seller shall not be obligated to commence litigation against any of the Expired Patent Inventors or to pay any sum to obtain an assignment from any of the Expired Patent Inventors.

5.08 Release of Indebtedness. Prior to or on the Closing Date, the Seller shall have (or shall have caused each of USP and Renown to have) fully discharged and paid any and all Indebtedness of USP, Renown or the Business, and at Closing the Seller shall deliver evidence of the foregoing reasonably satisfactory to the Purchaser.

5.09 Legal Privileges. The Seller and the Purchaser acknowledge and agree that all attorney-client, solicitor-client, work product and other legal privileges that may exist with respect to USP or Renown shall, from and after the Closing Date, be deemed joint privileges of the Seller and the Purchaser. Both the Seller and the Purchaser shall use all commercially reasonable efforts after the Closing Date to preserve all privileges and neither the Seller nor the Purchaser shall knowingly waive any such privilege without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed).

5.10 Transition Services. Beginning on the Closing Date, the Seller shall furnish or cause to be furnished to USP and Renown, the transition services identified in Schedule 5.10 for the time period provided in Schedule 5.10 for the purpose of enabling the Purchaser to manage an orderly transition. The specific terms and conditions upon which such transition services shall be provided shall be set forth in a transition services agreement which shall be entered into by the Seller and the Purchaser at the Closing.

5.11 Preservation of Records. Subject to Section 9.02 hereof (relating to the preservation of Tax records), the Seller and the Purchaser shall preserve and keep the records held by them relating to the business of USP and Renown for a period of seven (7) years from the Closing Date and shall make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any insurance claims by, legal proceedings against or governmental investigations of the Seller, Renown, USP or the Purchaser or any of their Affiliates or in order to enable the Seller or the Purchaser to comply with their respective obligations under this Agreement; provided, however, that a Person may dispose of any such records at any time during such period if such Person first provides sixty (60) days prior written notice to the other parties hereto of the intent to so dispose of such records and affords such other parties an opportunity, at their expense, to take possession and control of such records.

5.12 Employee Benefits. (a) For a period of twelve (12) months from the Closing Date, the Purchaser shall cause Renown to offer and/or maintain employee compensation and benefit plans to Continuing Employees (as defined below) that are substantially comparable in the aggregate to the compensation and benefits (as provided by the Employee Plans, except for any option to invest in Parent stock) provided by Renown to Continuing Employees immediately prior to the Closing.

(b) For a period of twelve (12) months from the Closing Date, the Purchaser shall cause USP to offer and/or maintain employee compensation and benefit plans to Continuing Employees (as defined below) that are substantially comparable in the aggregate to the compensation and benefits generally provided by Purchaser to its employees immediately prior to the Closing. Notwithstanding the foregoing, any continuing Employees who participate in nonqualified deferred compensation plans sponsored by Seller shall not be eligible to participate in nonqualified deferred compensation plans sponsored by Purchaser.

(c) After the Closing Date, the Purchaser shall take such actions as are necessary to cause each of USP and Renown to grant to any individuals who were employees of USP and

Renown immediately prior to the Effective Time ("Continuing Employees") credit for past service for purposes of initial eligibility to participate and vesting under any employee benefit plans established or maintained by the Purchaser, Renown and/or USP for Continuing Employees after the Closing Date, except to the extent that such credit would result in a duplication of benefits with respect to the same period of service.

(d) After the Closing Date, the Purchaser shall cause each of USP and Renown to take such actions as are necessary to give Continuing Employees credit for their past service for purposes of determining the amounts of sick pay, holiday pay and vacation pay they are eligible to receive under any sick pay, holiday pay and vacation pay policies and programs established or maintained by the Purchaser, Renown and/or USP for Continuing Employees after the Closing Date.

(e) With respect to each Continuing Employee who is an active participant in a group health plan (as defined in Section 5000(b) of the Code) (a "USP Health Plan") immediately prior to the Effective Time, after the Effective Time, the Purchaser shall cause USP to take such actions as are necessary to ensure that the group health plan established or maintained by the Purchaser and/or USP after the Effective Time for Continuing Employees shall waive any preexisting condition restrictions and waiting period requirements to the extent that such preexisting condition restrictions and waiting period requirements were waived or satisfied under the applicable USP Health Plan in which such Continuing Employee participated immediately prior to the Effective Time: Purchaser shall not provide credit, for the plan year (of the group health plan established for the Continuing Employees) in which the Closing Date occurs (the "Current Year"), for any co payments or deductible payments made by the Continuing Employee and out of pocket expenditures incurred by the Continuing Employee under the applicable USP Health Plan for the Current Year.

(f) With respect to former Employees of USP who are receiving COBRA coverage, such COBRA coverage shall continue to be maintained solely by Parent and/or Seller's group health plan.

(g) Prior to Closing, USP shall take all action necessary to terminate its participation as a Participating Affiliate in the Gibraltar 401(k) Plan. Upon Closing, Continuing Employees that are participants in the Gibraltar 401(k) Plan shall be treated as participants whose employment has terminated and shall have the right to distribution of their account balances in the Gibraltar 401(k) Plan. Although Continuing Employees shall have the option to rollover a distribution from the Gibraltar 401(k) Plan to the Purchaser's 401(k) Plan, such rollover option shall not include the right to rollover Gibraltar stock held in the Gibraltar 401(k) Plan. Seller shall communicate such limitation to Continuing Employees when notifying participants who are Continuing Employees in the Gibraltar 401(k) Plan of distribution and rollover rights.

(h) Nothing in this Section 5.12 or this Agreement shall require the Purchaser to continue to employ any Continuing Employee for any specific length of time.

5.13 Schedules. Seller reserves the right to update the Schedules attached hereto between the date hereof and the Closing Date to reflect changes in the information contained in

such Schedules attributable to facts, events, actions or occurrences first occurring on or after the date hereof; provided that, nothing herein shall be deemed to limit or otherwise impair the right of the Purchaser to recover for any breaches and/or to terminate this Agreement pursuant to Section 8.01(a) (ii) hereof if, in the reasonable determination of the Purchaser, the information disclosed in any update to the Schedules will have a Material Adverse Effect.

5.14 Intercompany Accounts and Contracts. Net Intercompany Accounts will be paid or forgiven immediately prior to the Closing Date. All Contracts between Seller or its Affiliates (other than USP or Renown), on the one hand, and either USP or Renown, on the other hand, shall be terminated immediately prior to the Closing Date with no further Liability to USP or Renown.

5.15 Exclusive Dealing. Until the Closing Date or until this Agreement shall have been terminated pursuant to Article 8, Seller shall not (and shall cause each of USP and Renown to refrain from), directly or indirectly, solicit, initiate, encourage, or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to, or consider the merits of any inquiries or proposals from any Person (other than Purchaser) relating to any business combination transaction involving Seller, USP or Renown, however structured, including the sale of the business or assets (other than in the Ordinary Course of Business) of USP or Renown, or the Shares, or any merger, consolidation, or similar transaction or arrangement. Seller shall notify Purchaser of any such inquiry or proposal within 24 hours of receipt thereof by any Seller, USP or Renown.

5.16 Business Relationships. For a period of three (3) years following the Closing Date, Seller shall refer to Purchaser, USP or Renown all inquiries and communications received by Seller relating to the Business after the Closing.

ARTICLE 6.
CONDITIONS TO CLOSING

6.01 Conditions to Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or written waiver by the Seller (in its sole discretion), at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of the Purchaser contained in this Agreement which are qualified by materiality or Material Adverse Effect shall be true and correct in all respects as of the date hereof and as of the Effective Time, all other representations and warranties of the Purchaser shall be true and correct in all material respects as of the date hereof and as of the Closing Date, the covenants and agreements contained in this Agreement to be complied with by the Purchaser on or before the Closing shall have been complied with and the Seller shall have received a certificate from the Purchaser to such effect signed by a duly authorized officer thereof;

(b) No Proceeding or Litigation. No Action shall have been commenced by or before any Governmental Authority against the Seller, Renown, USP or the Purchaser, seeking to

restrain or materially alter the transactions contemplated by this Agreement which, in the reasonable, good faith determination of the Seller, is likely to render it impossible or unlawful to consummate such transactions or which would reasonably be expected to have a Material Adverse Effect;

(c) Ancillary Agreements. At or prior to the Closing, the Purchaser shall have delivered each of the Ancillary Agreements, duly executed by each party thereto (other than the Seller, Renown and USP) in a form satisfactory to the Seller;

(d) Consents and Approvals. The Seller shall have received: (i) from the Purchaser, each in form and substance satisfactory to the Seller in its sole and absolute discretion, all authorizations, consents, orders and approvals of all Governmental Authorities and officials and all third party consents which the Seller in reasonable and good faith belief deems necessary or desirable for the consummation of the transactions contemplated by this Agreement (unless the Seller, in its sole discretion, have waived the obligation of the Purchaser to provide any such authorizations, consents, orders, approvals or estoppel certificates); and (ii) Seller shall have received all necessary consents, each in form and substance satisfactory to the Seller in its sole and absolute discretion, from its institutional lender in accordance with the terms and conditions of that certain Third Amended and Restated Credit Agreement by and among Gibraltar Industries, Inc. and Seller, KeyBank National Association as Administrative Agent and Lead Arranger and the Lenders named therein dated as of July 24, 2009, as amended; and

(e) Opinion. Opinions of counsel to Purchaser, dated the Closing Date, in a form reasonably acceptable to Seller.

6.02 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or written waiver by the Purchaser (in its sole discretion), at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of the Seller contained in this Agreement which are qualified by materiality or Material Adverse Effect shall be true and correct in all respects as of the date hereof and as of the Effective Time, all other representations and warranties of the Seller shall be true and correct in all material respects as of the date hereof and as of the Effective Time, the covenants and agreements contained in this Agreement to be complied with by the Seller on or before the Closing shall have been complied with and the Purchaser shall have received a certificate from Seller to such effect;

(b) No Proceeding or Litigation. No Action shall have been commenced or threatened by or against the Seller, Renown, USP or the Purchaser which seeks to restrain or materially alter the transactions contemplated hereby which the Purchaser believes, in its reasonable good faith determination, is likely to render it impossible or unlawful to consummate the transactions contemplated by this Agreement or the Ancillary Agreements, or which would reasonably be expected to have a Material Adverse Effect;

(c) Consents and Approvals. The Seller shall have obtained, each in form and substance reasonably satisfactory to the Purchaser in its sole and absolute discretion, all authorizations, consents, orders and approvals of all Governmental Authorities and officials and all third party consents which the Purchaser in reasonable and good faith belief deems necessary or desirable for the consummation of the transactions contemplated by this Agreement or by the Ancillary Agreements;

(d) Organizational Documents. The Purchaser shall have received a copy of: (i) the Organizational Documents of each of USP and Renown, as amended, certified by the Secretary of each such Person and accompanied by a certificate of the Secretary of each such Person, dated as of the Closing Date, stating that no amendments have been made to such Organizational Documents since such date; (ii) the By-laws of each of USP and Renown, certified by the Secretary of each such Person; and (iii) Good Standing Certificates for USP from the Secretary of State of the State of Minnesota and a Good Standing Certificate for Renown from the Province of Ontario;

(e) Ancillary Agreements. At or prior to the Closing, the Seller shall have delivered each of the Ancillary Agreements, duly executed by each party thereto (other than the Purchaser or its Affiliates), in substantially the forms attached hereto;

(f) No Material Adverse Effect. No Material Adverse Effect shall have occurred with respect to the Business; and

(g) Opinion. Opinions of counsel to Parent, Seller, USP and Renown, dated the Closing Date, in a form reasonably acceptable to Purchaser.

ARTICLE 7.
INDEMNIFICATION

7.01 Survival; Remedies for Breach. (a) Each and every representation and warranty made by the Seller, USP, Renown and the Purchaser in this Agreement or in any Exhibit, Schedule, instrument of transfer or other document delivered pursuant hereto or in connection herewith shall survive the Closing (even if the Party for whose benefit the representation and warranties were made knew or had reason to know of any misrepresentation or breach of warranty at the time of Closing) for a period of five hundred forty (540) days beginning on the first day following the Closing, except that: (i) the representations and warranties of the Seller contained in Section 3.18 shall survive until sixty (60) days after the end of the statute of limitations applicable to the Taxes which are the subject of such representations and warranties, having regard, without limitation, to any entitlement of a Governmental Authority to assess or reassess Renown or USP without limitation in the event of fraud or misrepresentation attributable to neglect, carelessness or willful default, and any waiver given by Renown or USP in respect of such Taxes; (ii) representations and warranties of the Seller contained in Sections 3.05(b) and 3.06 and of Purchaser contained in Sections 4.02(b) and (c) and Section 4.03 shall survive for a period of three (3) years following the Closing Date; (iii) the representations and warranties of the Seller contained in Section 3.19 shall survive for a period of four (4) years

beginning on the first day following the Closing; and (iv) the Specified Representations shall survive the Closing without limitation as to time. Each and every covenant and agreement of a party set forth herein shall survive the Closing without limitation as to time. Except as otherwise provided in Section 7.01(b), following the expiration of the period during which the representations and warranties survive the Closing as set forth in the preceding sentence (such period being hereinafter the "Survival Period"), the representations and warranties shall be of no further force or effect.

(b) Any representation or warranty that would otherwise terminate at the expiration of the Survival Period with respect thereto shall survive if the written notice referred to in Section 7.02(b) or Section 7.03(b), as the case may be, of the breach or inaccuracy thereof shall have been given to the party against whom indemnification may be sought on or prior to the expiration of the applicable Survival Period; provided that such survival shall only apply to the portion of any such representation or warranty with respect to which such breach or inaccuracy has occurred.

(c) After the Closing, and except in the case of fraud or intentional misconduct or omission, the indemnities set forth in this Article 7 shall be the exclusive remedies of the Seller and the Purchaser for the breach of any covenant, agreement, representation or warranty in this Agreement by the Seller or by the Purchaser, as the case may be, and the parties shall not be entitled to a rescission of this Agreement or to any further indemnification rights or claims of any nature whatsoever in respect thereof, all of which the parties waive, except the Seller and the Purchaser shall have the right to seek equitable relief for any breach of a covenant, including injunctive relief or specific performance.

7.02 Indemnification of the Purchaser. (a) Subject to the provisions of this Section 7.02 and the other Sections of this Article 7, the Purchaser and each of its Affiliates, officers, directors, employees, agents, successors and assigns and, after the Effective Time, Purchaser, USP, Renown and each of their respective Affiliates, officers, directors, employees, agents, successors and assigns (each hereinafter a "Purchaser Indemnified Party") shall be indemnified by the Seller from and against the amount of any and all Losses incurred or sustained by or imposed upon any of them with respect to or by reason of:

(i) any failure, breach or inaccuracy of any representations or warranties made by the Seller under this Agreement or contained in any certificate, document or instrument delivered by the Seller hereunder;

(ii) any breach, default or lack of performance on the part of the Seller of any of its covenants or agreements under this Agreement or the Ancillary Agreements;

(iii) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made, or alleged to have been made, by any such Person with any Seller, USP or Renown (or any Person acting on their behalf) in connection with the transactions contemplated herein;

(iv) (A) any Taxes, costs, expenses and liabilities including reasonable legal fees, on a full indemnity basis (without reduction for tariff rates or similar reductions) which may be suffered or incurred by any of the Purchaser Indemnified Parties as a result of, or arising out of or in connection with or related in any manner whatever to any Taxes required to be paid by USP or Renown relating to any period ending on or before the Effective Time or the portion of any Taxes for any taxation year or period ending after the Effective Time that is attributable to the portion of such year or period ending on the Effective Time, except to the extent that such Taxes were specifically accrued as a liability on the Closing Balance Sheet and (B) any liability of USP or Renown for Taxes of any of other Person (including Seller and its Affiliates) relating to any period ending on or before the Effective Time, as a transferee or successor, by Contract or otherwise;

(v) any Liability of USP or Renown with respect to products shipped by either of them prior to the Effective Time; provided that the event giving rise to the Liability occurred prior to Effective Time but expressly excluding from the events giving rise to Liability (for the purpose of determining whether the Seller has an obligation to indemnify the Purchaser Indemnified Parties hereunder), the events of design, manufacture and sale or shipment of USP or Renown products;

(vi) any Liabilities arising under the terms of the group medical, group dental and group vision plans maintained by Parent for employees of USP to the extent that any such Liabilities are attributable to services performed for employees of USP on or prior to the Closing Date and to the extent that any such Liabilities are attributable to services performed for employees of Seller or any Affiliate of Seller other than USP at any time;

(vii) any Liabilities arising under any of the Employee Plans which are sponsored or maintained by Seller or Parent other than the group medical, group dental and group vision plans maintained by Parent and for which no Liability is accrued on either the USP Closing Balance Sheet or the Renown Closing Balance Sheet;

(viii) any Liabilities of USP arising under or in connection with any Environmental Laws with respect to the facility leased by USP and located at 9030 Bridgeport Place, Rancho Cucamonga, California;

(ix) any Liabilities of USP arising on or prior to the Effective Time under or in connection with any Environmental Laws with respect to the Houston Warehouse;

(x) any Losses arising from any claim that USP does not own or have the right to use or enforce the Post Support Patent against third parties;

(xi) any Liabilities of USP arising in connection with the litigation matters described in Schedule 7.02(a)(xi) (it being acknowledged and agreed by Seller and Purchaser that the Liabilities of USP arising in connection with the matters described in Schedule 7.02(a)(xi) are Third Party Claims for which Seller shall be deemed to have provided timely notice to Purchaser (as contemplated by Section 7.06(b)) that Seller intends to defend against such Third Party Claims);

(xii) any Liabilities of USP arising after the Effective Time in connection with the workers compensation claims identified in Schedule 7.02(a)(xii), but only to the extent that the aggregate amount paid by USP after the Effective Time with respect to any such workers compensation claim exceeds the aggregate amount of the outstanding reserve for such workers compensation claim as reflected in Schedule 7.02(a)(xii) (it being acknowledged and agreed by Seller and Purchaser that the Liabilities of USP arising in connection with the matters described in Schedule 7.02(a)(xii) are Third Party Claims for which Seller shall be deemed to have provided timely notice to Purchaser (as contemplated by Section 7.06(b)) that Seller intends to defend against such Third Party Claims); and

(xiii) any Losses incurred by any Purchaser Indemnified Party arising from any violations of any Environmental Laws which are attributable to the matters disclosed in Schedule 3.19(b) (such matters being the "Disclosed Environmental Matters"), but only to the extent that: (A) the Purchaser Indemnified Parties provide written notice to the Seller of any claim for indemnification under this Section 7.02(a)(xiii) containing a reasonably detailed description of the Losses incurred by the Purchaser Indemnified Parties and the basis for such Losses no later than the end of the four (4) year period beginning on the first day following the Closing Date; (B) the aggregate amount of the Losses incurred by the Purchaser Indemnified Parties with respect to the Disclosed Environmental Matters exceeds Three Hundred Thousand Dollars ($300,000.00); and (C) the aggregate amount of the Losses incurred by the Purchaser Indemnified Parties with respect to the Disclosed Environmental Matters, when aggregated with all other Losses incurred by the Purchaser Indemnified Parties arising as a result of indemnification claims under Section 7.02(a)(i) hereof do not exceed Six Million Dollars ($6,000,000.00).

(b) Notwithstanding anything to the contrary in this Agreement, the Purchaser Indemnified Parties shall not be entitled to indemnification under Section 7.02(a) :

(i) In connection with any claim for indemnification under Section 7.02(a)(i), with respect to which, but only to the extent that, a Purchaser Indemnified Party has an enforceable right of indemnification or right of set off against any third party (contractual or otherwise) (a "Recovery Claim"); provided, however, (A) if a Purchaser Indemnified Party elects to pursue such Recovery Claim, then the survival periods contained in Section 7.01(a) shall be tolled until the Purchaser has used commercially reasonable efforts to recover any amounts that may otherwise be payable by Seller hereunder; provided that, in no event shall the Purchaser be required to commence legal proceedings to collect upon any such Recovery Claim and (B) Seller shall pay to the Purchaser Indemnified Parties all amounts expended by a Purchaser Indemnified Party in pursuing the Recover Claim; or

(ii) With respect to any claim for indemnification under Section 7.02(a)(i) hereof, unless the Purchaser Indemnified Party has provided the Seller with written notice of such claim setting forth in reasonable detail the facts and circumstances pertaining thereto as soon as practicable following discovery of such claim, but only to the extent that, as a result of any such failure to provide notice, the Seller can demonstrate, by clear and convincing evidence,

that its ability to defend against any Third Party Claim or mitigate the cost to the Seller of indemnifying the Purchaser Indemnified party has been materially adversely affected and, in any event, prior to the expiration of the applicable Survival Period.

7.03 Indemnification of the Seller. (a) Subject to the provisions of this Section 7.03 and the other Sections of this Article 7, the Purchaser agrees to indemnify, defend and hold the Seller, and its Affiliates, officers, directors, employees, agents, successors and assigns, (each a "Seller Indemnified Party"), harmless from and against any and all Losses incurred or sustained by or imposed upon any of the Seller Indemnified Parties with respect to or by reason of:

(i) any failure, breach or inaccuracy by the Purchaser of any representations or warranties made by the Purchaser under this Agreement or the Ancillary Agreements or contained in any certificate, document or instrument delivered by the Purchaser hereunder; and

(ii) any breach, default or lack of performance on the part of the Purchaser of any of its covenants or agreements under this Agreement or the Ancillary Agreements.

(b) Notwithstanding anything to the contrary in this Agreement, the Seller Indemnified Parties shall not be entitled to indemnification with respect to a claim for indemnification under Section 7.03(a)(i) hereof, unless the Seller has given the Purchaser written notice of such claim, setting forth in reasonable detail the facts and circumstances pertaining thereto as soon as practicable following the discovery of such claim by the Seller Indemnified parties, but only to the extent that, as a result of any such failure to provide notice, the Purchaser can demonstrate that its ability to defend against any Third Party Claim or mitigate the cost to the Purchaser of indemnifying such Seller Indemnified Party has been materially adversely affected; or

(c) With respect to claims for indemnification under Section 7.03(a)(i) hereof, unless the Seller Indemnified Parties have provided the Purchaser written notice of such claim and in all events prior to the expiration of the Survival Period.

7.04 Procedures for Indemnification. (a) If any Purchaser Indemnified Party or any Seller Indemnified Party (hereinafter an "Indemnified Party") shall claim to have suffered a Loss (other than with respect to any claim asserted, demand or other Action by any Person who is not a party to this Agreement (hereinafter a "Third-Party Claim")) for which indemnification is available under Section 7.02 or 7.03, as the case may be, the Indemnified Party shall notify the party required to provide indemnification (hereinafter an "Indemnifying Party") in writing of such claim: (i) with respect to claims arising under Section 7.02(a)(i) or Section 7.03(a)(i), within the time periods provided in Section 7.02(b)(ii) or Section 7.03(b), as the case may be; (ii) with respect to a claim under Sections 7.02(a) (ii)-(xii) or 7.03(a)(ii) at any time after the Closing Date (except that the obligation of Seller to indemnify the Purchaser Indemnified Parties with respect to claims under Section 7.02(a)(v) shall expire at the end of the three (3) year period beginning on the first day following the Closing Date with respect to any claims arising under Section 7.02(a)(v) for which written notice has not been delivered by the Purchaser Indemnified

Parties to Seller prior to the end of the three year period beginning on the first day following the Closing Date); and (iii) with respect to a claim under Section 7.02(a)(xiii), at any time prior to the expiration of the four (4) year period beginning on the first day following the Closing Date. The written notice to be deilvered shall describe the nature of such claim, the facts and circumstances that give rise to such claim and the amount of such claim if reasonably ascertainable at the time such claim is made (or if not then reasonably ascertainable, the maximum amount of such claim reasonably estimated by the Indemnified Party). In the event that within thirty (30) days after the receipt by the Indemnifying Party of such a written notice from the Indemnified Party, the Indemnified Party shall not have received from the Indemnifying Party a written objection to such claim, such claim shall be conclusively presumed and considered to have been assented to and approved by the Indemnifying Party following receipt by the Indemnifying Party of a written notice from the Indemnified Party to such effect.

(b) If within the thirty (30) day period described in Section 7.04(a) above, the Indemnified Party shall have received from the Indemnifying Party a written notice setting forth the Indemnifying Party's objections to such claim and the Indemnifying Party's reasons for such objection, then the parties shall negotiate in good faith for a period of ten (10) Business Days from the date the Indemnified Party receives such objection. After such ten (10) Business Day period (or such longer period as they may agree in writing), if the parties still cannot agree on the claim, the Indemnified Party may, at any time thereafter, until the expiration of the applicable statute of limitations with respect to its claim for indemnification, commence legal proceedings against the Indemnifying Party to enforce its rights to indemnification from and against any Losses described in the written notice described in Section 7.04(a) above.

7.05 Additional Limits on Rights to Indemnification. (a) Notwithstanding anything to the contrary in this Agreement, except as provided in Section 7.05(b) , an Indemnified Party shall not be entitled to indemnification:

(i) for any Losses under Section 7.02(a)(i) or Section 7.03(a)(i), as the case may be, as to which the Indemnified Parties otherwise may be entitled to indemnification hereunder (without giving effect to this clause (i)), until such indemnifiable Losses exceed $400,000 (the "Basket Amount"), provided that, after the aggregate amount of all indemnifiable Losses exceeds the Basket Amount the Indemnifying Party shall be obligated to indemnify the Indemnified Party only to the extent that the aggregate amount of all such Losses exceeds the Basket Amount; and

(ii) for any Losses under Section 7.02(a)(i) or Section 7.03(a)(i), as the case may be, as to which the Indemnified Parties otherwise may be entitled to indemnification hereunder to the extent that the aggregate amount of such Losses exceeds an amount equal to Six Million Dollars ($6,000,000).

(b) Notwithstanding the provisions of Section 7.05(a) , the Purchaser Indemnified Parties shall be entitled to be indemnified by the Seller for Losses without reference to or the application of the limitations in Section 7.05(a) if and to the extent that such Losses are attributable to a breach or inaccuracy of the Specified Representations or any of the representations and warranties of the Seller, Renown and USP contained in Section 3.18 hereof.

In addition, notwithstanding the provisions of Section 7.05(a), the Losses which the Purchaser Indemnified Parties shall be entitled to be indemnified by the Seller from and against arising from a breach of the representations and warranties of Sections 3.05(b) and 3.06 shall not be subject to the limitation contained in Section 7.05(a)(i) relating to losses which do not exceed the Basket Amount but shall be subject to the limitation contained in Section 7.05(a)(ii) relating to Losses which exceed the Cap. For the avoidance of doubt, the limitations contained in Section 7.05(a) shall not apply to claims made pursuant to Sections 7.02(a)(ii) through and including 7.02(a)(xii) or to claims made pursuant to Section 7.03(a)(ii).

(c) An Indemnified Party shall not be entitled to double recovery for any Losses. Without limitation of the foregoing, an Indemnified Party shall not be entitled to indemnification for Losses (and the amount of any such Losses shall not be includable in determining whether the aggregate amount of the Losses exceeds the Basket Amount) if and to the extent that the amount of any Losses from any matter have been taken into account in the determination of the Closing Net Working Capital.

(d) Solely with respect to indemnification claims arising under Section 7.02(a)(i) or Section 7.03(a)(i)Any payment made by an Indemnifying Party to an Indemnified Party shall be net of any insurance proceeds to which the Indemnified Party is entitled as a result of any such claim. Notwithstanding the foregoing, an Indemnified Party shall not be obligated to commence litigation against any insurance company to collect any insurance proceeds with respect to a claim for which indemnification is available to the Indemnified Party and, in the event that the Indemnified Party commences litigation to collect insurance proceeds from any such insurance company, the time for making a claim for indemnification with respect to the matter for which the Indemnified Party has commenced litigation against an insurance company shall be extended by a period equal to the period beginning on the date the Indemnified party commences litigation against an insurance company to collect upon any claim for which indemnification would otherwise be available under this Article 7 and ending on the date the litigation is finally determined, including the exhaustion of all appeals.

7.06 Procedures for Third-Party Claims. (a) Any Indemnified Party seeking indemnification pursuant to this Article 7 in respect of any Third-Party Claim shall give the Indemnifying Party from whom indemnification with respect to such claim is sought: (i) prompt written notice of such Third Party Claim (but in no event more than ten (10) days after the Indemnified Party receives written demand of any Third Party Claim which is filed with any Governmental Authority for which there is a limited time period in which to respond); and (ii) copies of all documents and information relating to any such Third-Party Claim within ten (10) days of their being obtained by the Indemnified Party; provided, that the failure by the Indemnified Party to so notify or provide copies to the Indemnifying Party shall not relieve the Indemnifying Party from any liability to the Indemnified Party for any liability hereunder except to the extent that such failure shall have prejudiced the defense of such Third-Party Claim.

(b) The Indemnifying Party shall have thirty (30) days (or such lesser time as may be necessary to comply with statutory response requirements for litigation claims that are included in any Third-Party Claim) from receipt of the notice contemplated in Section 7.06(a) to notify the Indemnified Party whether or not the Indemnifying Party will, at its sole cost and

expense, defend the Indemnified Party against such claim. If the Indemnifying Party timely gives notice that it intends to defend the Third-Party Claim, it shall have the right, except as hereafter provided, to defend against, negotiate, settle or otherwise deal with the Third-Party Claim and to be represented by counsel of its own choice, and the Indemnified Party will not admit any liability with respect thereto or settle, compromise, pay or discharge the same without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed, so long as the Indemnifying Party is contesting or defending the same with reasonable diligence and in good faith; provided, that the Indemnified Party may participate in any proceeding with counsel of its choice and at its expense; provided further, that the Indemnifying Party may not enter into a settlement of any such Third-Party Claim without the consent of the Indemnified Party, which consent shall be not unreasonably withheld, unless such settlement requires no more than a monetary payment for which the Indemnified Party is fully indemnified by the Indemnifying Party or involves other matters not binding upon the Indemnified Party; and provided further that, in the event the Indemnifying Party does not agree in writing to accept the defense of, and assume all responsibility for, such Third-Party Claim as provided above in this Section 7.06(b) , then the Indemnified Party shall have the right to defend against, negotiate, settle or otherwise deal with the Third-Party Claim in such manner as the Indemnified Party deems appropriate, in its sole discretion, and the Indemnified Party shall be entitled to indemnification therefor from the Indemnifying Party to the extent provided under this Article 7. Notwithstanding the foregoing, In the event that an Indemnified Party makes a claim for indemnification from the Indemnifying Party against any Taxes and the Indemnified Party has provided the Indemnifying Party timely notice of the claim (and, in the case of a claim involving a Tax arising in connection with a Tax audit, has given timely notice of the audit to the Indemnifying Party as required by Section 9.03 hereof), the right of the Indemnifying Party to defend against, negotiate, settle or otherwise deal with the claim relating to Taxes and be represented by counsel of its own choice shall be be conditioned upon the Indemnifying Party first unconditionally acknowledging to the Indemnified Party that the Indemnifying Party is required, to pay any contested Taxes when required by Applicable law (including, for greater certainty, any Taxes required to be paid pending the final determination of the amount of such contested Taxes. Notwithstanding the foregoing, if in the reasonable opinion of the Indemnified Party such Third-Party Claim, or the litigation or resolution of such Third-Party Claim, involves an issue or matter that could have a Material Adverse Effect on the Indemnified Party, including the administration of Tax Returns of the Indemnified Party or a dispute with a significant supplier or customer of the Indemnified Party, or there is a conflict of interest in the defense of such action between the Indemnified Party and the Indemnifying Party, the Indemnified Party shall have the right to control the defense or settlement of any such claim or demand and its reasonable costs and expenses shall be included as part of the indemnification obligations of the Indemnifying Party. If the Indemnified Party elects to exercise such right, the Indemnifying Party shall have the right to participate in, but not control, the defense or settlement of such claim at its sole cost and expense.

ARTICLE 8.
TERMINATION AND WAIVER

8.01 Termination. This Agreement may be terminated at any time prior to the Closing Date (the "Termination Date"):

(a) by the Purchaser, effective upon written notice to the Seller, if, between the date hereof and the time scheduled for the Closing: (i) an event or condition occurs that has resulted in a Material Adverse Effect with respect to the Business; (ii) any supplement to the Schedules delivered by Seller to Purchaser in accordance with Section 5.13 discloses any facts or other information which, in the reasonable good faith judgment of the Purchaser, would have a Material Adverse Effect; or (iii) the Seller shall have breached, in any material respects, any covenant or obligation hereunder and such breach shall have not been cured by the Seller within fifteen (15) days following the Seller's receipt of written notice of such breach from the Purchaser;

(b) by the Seller, effective upon written notice to the Purchaser, if, between the date hereof and the time scheduled for the Closing the Purchaser shall have breached any material covenant or obligation hereunder and such breach shall have not been cured by the Purchaser within fifteen (15) days following the Purchaser's receipt of written notice of such breach from the Seller;

(c) by the Seller or the Purchaser, effective upon written notice, if the Closing shall not have occurred by March 31, 2011; provided, however, that the right to terminate this Agreement under this Section 8.01(c) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(d) by either the Purchaser or the Seller, effective upon written notice, in the event that any Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; or

(e) by the mutual written consent of the Seller and the Purchaser.

8.02 Effect of Termination. In the event of termination of this Agreement as provided in Section 8.01, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto arising under or out of this Agreement except: (a) as expressly provided in this Article 8, (b) as set forth in Section 10.01, and (c) that nothing herein shall relieve either party from liability for any breach of this Agreement.

8.03 Waiver. Any extension or waiver of the requirements hereunder shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of

this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

ARTICLE 9.
TAXES

9.01 Preparation of Tax Returns; Payment of Taxes. (a) The Seller will prepare and file the Federal and foreign income Tax Returns of USP or Renown, as applicable, for the taxable periods of USP or Renown ending (or the portion of any taxable period ending) on the Effective Time. The Seller shall pay any and all Taxes due with respect to the Tax Returns referred to in this Section 9.01(a). The Seller also shall cause each of USP and Renown to file all other Tax Returns of USP and Renown required to be filed (taking into account any extensions) prior to or on the Effective Time and shall cause USP and Renown to pay any and all Taxes due with respect to such Tax Returns. All Tax Returns described in this Section 9.01 shall be prepared in a manner consistent with prior practice. The Seller shall, prior to the filing of any Tax Returns required to be filed after the Effective Time, permit the Purchaser a fifteen day period to review and comment upon all such Tax Returns. The Seller and the Purchaser shall attempt in good faith mutually to resolve any disagreements regarding such Tax Returns prior to the due date for filing thereof.

(b) Following the Closing, the Purchaser shall be responsible for preparing or causing to be prepared all Tax Returns required to be filed by USP or Renown for all taxable periods ending after the Effective Time. The Purchaser shall file or cause to be filed all such Tax Returns and shall pay the Taxes shown due thereon.

(c) For U.S. Federal income tax purposes, the taxable year of USP shall end at 11:59 p.m., Central Time, on the Closing Date. Neither the Seller nor the Purchaser shall take any position inconsistent with the preceding sentence on any Tax Return.

(d) In connection with the establishment by the parties of the Effective Time of the Closing for Renown as 11:59 p.m. Eastern Time on the Closing Date, the Seller shall, in connection with its final Tax return for Renown, make an election under subsection 256(9) of the Canadian Income Tax Act for the sole purpose of establishing that the Effective Time of the Closing for Renown is 11:59 p.m. Eastern Time on the Closing Date.

(e) Purchaser and Seller further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any governmental authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby). Purchaser and Seller further agree, upon request, to provide the other party with all information, to the extent available, that either party may be required to report pursuant to Section 6043 of the Code and all Treasury Department Regulations promulgated thereunder.

9.02 Cooperation with Respect to Tax Returns. The Purchaser and the Seller shall furnish or cause to be furnished to each other, and each at their own expense, as promptly as

practicable, such information (including access to books and records) and assistance, including making employees available on a mutually convenient basis to provide additional information and explanations of any material provided, relating to USP or Renown as is reasonably necessary for the filing of any Tax Return, for the preparation for any audit, and for the prosecution or defense of any claim, suit or proceeding relating to any adjustment or proposed adjustment with respect to Taxes. The Purchaser, Renown or USP shall retain possession of, and shall provide the Seller reasonable access to (including the right to make copies of), such supporting books and records and any other materials that the Seller may specify with respect to Tax matters relating to any taxable period ending on the Effective Time, until the relevant statute of limitations has expired. After such time, the Purchaser may dispose of such material, provided that, prior to such disposition, the Purchaser shall give the Seller a reasonable opportunity to take possession of such materials.

9.03 Tax Audits. (a) In the event that the Purchaser, Renown or USP receives notice from any Tax Authority of any audit of any Tax Return or Taxes of USP or Renown for any taxable period on or prior to the Effective Time, the Purchaser shall promptly provide written notice to the Seller of the date on which such audit is to begin, but in no event later than thirty (30) days following the receipt by the Purchaser, Renown or USP of any such notice. In the event that the Seller receives notice from any Tax Authority of any audit of any Tax Return or Taxes of Renown or USP, the Seller shall promptly provide written notice to the Purchaser of the date on which such audit is to begin, but in no event later than thirty (30) days following the receipt by the Seller of any such notice.

(b) After the Closing Date, the Purchaser and the Seller shall have the right to participate in any Tax audit or administrative or court proceeding relating to any tax period that may have the effect of increasing the Purchaser's or Seller's Tax liability for any tax period and neither the Purchaser nor Seller shall settle or compromise any such proceeding without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. In connection with any such proceeding, the Seller shall bear its own costs and expenses and the Purchaser, Renown and USP shall bear their own costs and expenses.

(c) If any Tax Authority notifies the Purchaser, Renown or USP that it is asserting any claim, making any assessment or otherwise disputing or affecting any Tax for which the Seller is responsible hereunder, the Purchaser shall, promptly upon receipt by the Purchaser, Renown or USP of notice thereof, inform the Seller thereof. If any Tax Authority notifies Seller that it is asserting any claim, making any assessment or otherwise disputing or affecting any Tax for which the Purchaser, Renown or USP is responsible hereunder, Seller shall, promptly following receipt of such notice, inform the Purchaser thereof.

9.04 Refund Claims. The Purchaser, Renown and USP shall, upon written request of the Seller and at Seller's sole cost and expense, file a claim for a refund with the appropriate Tax Authority for any taxable period ending on or before the Effective Time, provided such claim would not be prejudicial to the Purchaser, Renown or USP, as determined by the Purchaser in its sole discretion. The Seller will provide the Purchaser, Renown or USP with such information as may reasonably be necessary to enable the Purchaser, Renown or USP to file a claim for a refund of such Taxes. To the extent any determination of Tax liability of Renown or USP, whether as

the result of an audit or examination, a claim for refund, the filing of an amended return or otherwise, results in any refund of Taxes paid which are attributable to any Tax period ending prior to or on the Effective Time, any such refund shall belong to the Seller, but only to the extent that such Taxes were paid by the Seller, Renown or USP prior to the Effective Time or were included as a Current Liability in the calculation of Closing Net Working Capital, and provided further that such refund was not included as a Current Asset in calculation Closing Net Working Capital. Any payments made under this Section 9.04 shall be net of any Taxes payable with respect to such refund, credit or interest thereon (taking into account any actual reduction in Tax liability realized upon the payment pursuant to this Section 9.04).

9.05 Disputes. Any dispute as to any matter covered by this Article 9 shall be resolved by the Independent Accounting Firm and the fees and expenses of such accounting firm shall be borne equally by the Seller, on the one hand, and the Purchaser, on the other hand.

ARTICLE 10.
GENERAL PROVISIONS

10.01 Expenses. Each of the Seller and the Purchaser shall bear their own expenses incurred in connection with the negotiation and execution of this Agreement, and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby; provided, however, that the Seller shall be responsible for payment of all sales, use, transfer, intangible, recordation, documentary stamp or similar Taxes or charges, of any nature whatsoever, applicable to, or resulting from, the transactions contemplated by this Agreement. For the purposes of clarity, Seller shall not cause USP or Renown to bear any of the Transaction Expenses.

10.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly delivered, given, made and received): (a) if delivered in person, when delivered; (b) if delivered by facsimile, upon written confirmation of transmission; (c) if by overnight courier, one (1) Business Day following the day on which such notice is sent; (d) if by U.S. mail, five (5) days after being mailed, certified or registered mail, with postage prepaid to the respective parties at the following addresses or facsimile numbers (or at such other address or facsimile number for a party as shall be specified in a notice given in accordance with this Section 10.02):

(a) If to the Seller to:

Gibraltar Steel Corporation of New York
3556 Lake Shore Road
Buffalo, New York 14219
Attn: Kenneth W. Smith
Facsimile Number: (716) 826-1589

with a copy to:

Lippes Mathias Wexler Friedman LLP
665 Main Street
Suite 300
Buffalo, New York 14203
Attn: Paul J. Schulz, Esq.
Facsimile No: (716) 853-5199

b) If to the Purchaser:

MiTek Industries, Inc.
c/o MiTek, Inc.
14515 North Outer Forty
Suite 300
Chesterfield, MO 63017
Attn: Joseph C. Carr, Jr.
Facsimile No.: (314) 434-6826

with a copy to:

Armstrong Teasdale LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105
Attn: Amit B. Shah, Esq.
Facsimile No.: (314) 612-2349

10.03 Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

10.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

10.05 Entire Agreement. This Agreement, together with all Exhibits to this Agreement, the Schedules to this Agreement, any certificates delivered by the parties in connection with the closing of the transactions contemplated hereby and the agreement between the parties contemplated by Section 5.06(e), constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Seller or its Affiliates and the Purchaser or its Affiliates with respect to the subject matter hereof, including that certain letter between Gibraltar Industries, Inc.

and MiTek, Inc. dated December 17, 2010. The confidentiality agreements between Parent and MiTek, Inc. dated December 7, 2010 and December 21, 2010 shall expire at the Effective Time.

10.06 Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of the Seller or the Purchaser; provided, however, that upon prior written notice to the Seller, the Purchaser may (a) assign this Agreement and its rights and obligations hereunder (provided that the Purchaser shall not be relieved of its obligations hereunder in connection with any such assignment), in whole or in part, to one or more of its Affiliate; or (b) assign any portion of its rights hereunder as collateral to any financing source. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors (by merger, consolidation, sale or otherwise) and permitted assigns.

10.07 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.08 Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed the Seller and the Purchaser or (b) by a waiver in accordance with Section 8.03.

10.09 Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of New York (without giving effect to any choice or conflict of laws provisions thereof).

10.10 Consent To Jurisdiction. In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each of the parties hereto irrevocably (a) submits to the jurisdiction of any (i) New York State Supreme Court sitting in the County of Erie or the U.S. District Court for the Western District of New York and (ii) any Missouri state court sitting in St. Louis County, Missouri or the U.S. District Court for the Eastern District of Missouri, (b) waives any objection which it may have at any time to the laying of venue of any action or proceeding brought in any such court, (c) waives any claim that such action or proceeding has been brought in an inconvenient forum or that there is a more convenient forum for such action or proceeding, and (d) agrees that service of process or of any other papers upon such party by registered mail at the address to which notices are required to be sent to such party under Section 10.02 shall be deemed good, proper and effective service upon such party.

10.11 Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party hereto acknowledges that it and the other parties hereto have been induced to enter into this Agreement, by, among other things, the mutual waivers and certifications in this Section 10.11.

10.12 Public Announcements. Prior to the Closing Date, none of the Seller, Renown, USP or the Purchaser shall issue any press release or public announcement concerning this

Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of the Purchaser or the Seller, as applicable, disclosure is otherwise required by applicable Law or by the applicable rules of any stock exchange, provided that, to the extent required by applicable Law, the party intending to make such release shall use its best efforts consistent with such applicable Law to consult with the other party with respect to the text thereof.

10.13 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

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IN WITNESS WHEREOF, each of the parties hereto has executed, or has caused to be executed by its duly authorized representative, this Agreement as of the date first written above.

GIBRALTAR STEEL CORPORATION OF NEW YORK

By: _____
Name:
Title:

MITEK INDUSTRIES, INC.

By: _____
Name:
Title:

MITEK CANADA, INC.

By: _____
Name:
Title:

Execution Version

STOCK PURCHASE AGREEMENT

SCHEDULES

These schedules (each a "Schedule" and collectively, the "Schedules") are made and given pursuant to the Stock Purchase Agreement (the "Agreement") dated as of March 10, 2011, by and among MiTek Industries, Inc., a Missouri corporation ("MiTek"), MiTek Canada, Ltd., an Ontario corporation ("MiTek Canada", and together with MiTek, collectively, the "Purchaser"), and Gibraltar Steel Corporation of New York, a New York corporation (the "Seller") whereby Seller will sell all of the shares of United Steel Products Company, Inc., a Minnesota corporation ("USP") and Renown Specialties Company Ltd., an Ontario Corporation ("Renown"). All capitalized terms shall have the meanings defined in the Agreement, unless the context indicates otherwise. The section numbers below correspond to the section numbers in the Agreement. The headings contained in these Schedules are for reference only and shall not affect in any way the meaning or interpretation of these Schedules. The disclosure of an item herein does not constitute an indication that such item is material, that it was necessary to schedule such item or that it would be appropriate or necessary to schedule a similar item.

Any attachments delivered in connection with these Schedules or referenced herein shall be deemed to be incorporated by reference into these Schedules.

Schedule 3.01

Organization, Authority and Qualification of the Seller, Renown and USP

United Steel Products Company, Inc.

Incorporated under the Laws of:	Minnesota
Foreign Qualifications:	California Colorado Florida New Jersey North Carolina Texas
Assumed Names:	d/b/a “USP Structural Connectors” in Alameda County, CA d/b/a “USP Structural Connectors” in San Bernardino County, CA d/b/a “USP Structural Connectors” in CO d/b/a “Hughes Manufacturing Inc.” in FL d/b/a “USP Structural Connectors” in FL d/b/a “USP Structural Connectors” in MN d/b/a “USP Structural Connectors” in NJ d/b/a “USP Structural Connectors” in Wilkes County, NC d/b/a “USP Structural Connectors” in TX d/b/a “USP Structural Connectors” in Harris County, TX

Renown Specialties Company Ltd.

Incorporated under the Laws of:	The Province of Ontario
Foreign Qualifications:	Saskatchewan Prince Edward Island Nova Scotia Newfoundland and Labrador New Brunswick Manitoba British Columbia Alberta Quebec
Assumed Names:	d/b/a USP Structural Connectors

Schedule 3.03(c)

Capitalization

1. Shares of non-voting common stock of United Steel Products Company, Inc. have no voting rights in United Steel Products Company, Inc.

2. Article 9 of the Articles of Amalgamation of Renown restricts the right to transfer the shares of Renown by requiring either the approval of the Directors of Renown or the approval of the majority of the holders of shares of Renown prior to transfer.

Execution Version

Schedule 3.03(d)

Officers and Directors

United Steel Products Company, Inc.

Directors:	Brian J. Lipke
Officers:	Brian J. Lipke, Chief Executive Officer Stephen Duffy, President Henning Kornbrekke, Executive Vice President Kenneth W. Smith, Senior Vice President and Chief Financial Officer Timothy Heasley, Secretary

Renown Specialties Company, Ltd.

Directors:	Brian J. Lipke Jamie L. Peritore
Officers:	Stephen L. Duffy, President Henning Kornbrekke, Executive Vice President Brian J. Lipke, Chief Executive Officer Kenneth W. Smith, Senior Vice President and Chief Financial Officer Timothy Heasley, Secretary

Schedule 3.05(a)

No Conflict

1 Article 9 of the Articles of Amalgamation of Renown restricts the right to transfer the shares of Renown by requiring the approval of the Directors of Renown or the approval of the majority of holders of shares of Renown prior to transfer.

Schedule 3.05(b)

No Conflict

(i) **None**

(ii)

The following credit facility and the related agreements described below require the consent of the senior lender which will be obtained prior to closing, and from each of which USP shall be released as of the Effective Time:

a. Third Amended and Restated Credit Agreement among Gibraltar Industries, Inc. and Gibraltar Steel Corporation of New York as Borrowers and the Lenders named therein, Keybank National Association as lead arranger, sole book runner and administrative agent, JPMorgan Chase Bank, N.A. as co-syndication agent, BMO Capital Markets Financing, Inc. as co-syndication agent, HSBC Bank USA, National Association as co-documentation agent and Manufacturers and Traders Trust Company as co-documentation agent dated as of July 24, 2009.

    1. First Amendment Agreement dated January 29, 2010 to the Third Amended and Restated Credit Agreement among Gibraltar Industries, Inc. and Gibraltar Steel Corporation of New York as Borrowers and the Lenders named therein, Keybank National Association as lead arranger, sole book runner and administrative agent, JPMorgan Chase Bank, N.A. as co-syndication agent, BMO Capital Markets Financing, Inc. as co-syndication agent, HSBC Bank USA, National Association as co-documentation agent and Manufacturers and Traders Trust Company as co-documentation agent dated as of July 24, 2009.

b. Third Amended and Restated Subsidiary Guaranty by certain subsidiaries of Gibraltar Industries, Inc. (including United Steel Products Company, Inc.) and Keybank National Association as Administrative Agent dated July 24, 2009.

c. Third Amended and Restated Pledge and Security Agreement among Gibraltar Industries, Inc., Gibraltar Steel Corporation of New York and Guarantors (including United Steel Products Company, Inc.) and Keybank National Association as Administrative Agent dated as of July 24, 2009.

d. Intellectual Property Security Agreement dated July 24, 2009 by United Steel Products Company, Inc. in favor of Keybank National Association as administrative agent.

e. Deposit Account Control Agreement dated as of July 24, 2009 among United Steel Products Company, Inc. and Keybank National Association.

The following other agreements below require consent to transfer prior to closing:

f. Loan and Repayment Agreement dated as of December 22, 2008 between AMICO Canada Inc., Renown Specialties Company, Ltd., and Gibraltar Steel Corporation of New York, which shall be paid prior to or at closing.

g. Multi-Tenant Industrial Lease dated March 3, 2004 between Mount Holly By-Pass LLC and United Steel Products Company, Inc. and its Lease Amendment No. 1 between Mount Holly By-Pass LLC and United Steel Products Company, Inc. dated February 19, 2009.

h. Gibraltar Industries, Inc. and The Bank of New York Trust Company, N.A., as Trustee, 8% Senior Subordinated Notes due 2015 Indenture dated as of December 8, 2005, and related Registration Rights Agreement dated as of December 8, 2005 among Gibraltar Industries, Inc., the Guarantors (as defined therein), and J.P. Morgan Securities Inc., McDonald Investments Inc., and Harris Nesbitt Corp., as initial purchasers of the 8% Senior Subordinated Notes, each of which shall be released from at or prior to the Effective Time.

(iii) None

Schedule 3.06

Governmental Consents and Approvals

None

Schedule 3.08

No Undisclosed Liabilities

None

Schedule 3.09

Permits

Report No.	Agency	Issue Date	Renewal Date
U.S. Reports			
ESR-1178	ICC-ES	Reissued July 1, 2006	July 1, 2008
ESR-1280	ICC-ES	Issued May 1, 2008 Revised October 2008	May 1, 2011
ESR-1465	ICC-ES	Issued October 1, 2009	October 1, 2011
ESR-1575	ICC-ES	Issued May 1, 2008	May 1, 2011
ESR-1702	ICC-ES	Reissued March 1, 2008	March 1, 2009
ESR-1781	ICC-ES	Issued January 1, 2009	January 1, 2011
ESR-1831	ICC-ES	Issued March 1, 2009	March 1, 2011
ESR-1881	ICC-ES	Issued January 1, 2009	January 1, 2011
ESR-1970	ICC-ES	Reissued June 1, 2010	June 1, 2012
ESR-2104	ICC-ES	Issued March 1, 2008	March 1, 2011
ESR-2761	ICC-ES	Issued October 1, 2009	October 1, 2011
ESR-2787	ICC-ES	Issued May 1, 2010	May 1, 2011
ER-0200	IAPMO	Issued February 1, 2011	February 1, 2012
Canadian Reports			
13116-R	CCMC	Issued June 5, 2003	June 5, 2006
13117-R	CCMC	Issued June 5, 2003	June 5, 2006
12885-R	CCMC	Issued September 18, 2003	November 27, 2004
03330-L	CCMC	Issued December 17, 1982	May 12, 2008
09199-L	CCMC	Issued December 17, 1982	January 30, 2010

Schedule 3.10

Conduct in the Ordinary Course; Absence of Certain Changes, Events and Conditions

(a) None

(b) None

(c)

1. Neither USP nor Renown is making final decisions on general price increases without first consulting with the Purchaser.
2. USP and Renown have refrained from hiring certain executive and/or employee positions in the ordinary course that has already been disclosed to Purchaser.

(d) None

(e) None

(g) None

(h) None

(i) None

(j) None

(k) None

(l) None

(m) None

(n) None

(o) None

(p) None

(q) None

(r) None

(s) None

Schedule 3.11

Litigation

1. Mercedes Homes, Inc., et al. by James S. Feltman, Creditor Trustee on behalf of the Mercedes Homes Creditor Trust v. United Steel Products Company, Inc. relating to a Complaint to avoid and Recover preferential transfers filed January 20, 2011. The suit is filed in the United States Bankruptcy Court Southern District of Florida West Palm Beach Division. Between October 31, 2008 and January 16, 2009, Space Coast Truss, Inc. (one of the debtors) paid USP in the due course of business amounts totaling $51,393.58 in various transactions and such amounts are in dispute here and the Bankruptcy Trustee is seeking to avoid these payments as preferential transfers.

2. Payton Staley vs. USP Structural Connectors, EEOC Charge No.: 440-2010-00027. Complaint dated July 30, 2010 filed with the Minnesota Department of Human Rights ("MDHR") by Payton Staley against USP Structural Connectors for an alleged unfair discriminatory practice which was initially filed with the EEOC. The Equal Employment Opportunity Commission ("EEOC") will process the claim under the work-sharing agreement and will send notification to MDHR of its decision.

3. Worker's Compensation Claim (Claim Number WC413393279) by Alfredo Rocha Amaya dated July 24, 2006 with total paid being $42,241 and an outstanding reserve of $66,443.

4. Worker's Compensation Claim (Claim Number WC413393281) by Gerald E. Callies dated December 29, 2006 with total paid being $19,348 and an outstanding reserve of $33,243.

5. Worker's Compensation Claim (Claim Number WC608266554) by Guadalupe Tirado dated July 12, 2007 with total paid being $57,424 and an outstanding reserve of $31,488.

6. Worker's Compensation Claim (Claim Number WC555A00011) by Khonesava Cichowski dated June 19, 2008 with total paid being $38,561 and an outstanding reserve of $5,000.

7. Worker's Compensation Claim (Claim Number WC608657574) by Tim Hudson dated June 23, 2010 in California with total paid being $3,602 and an outstanding reserve of $26,840.

8. Worker's Compensation Claim (Claim Number WC413A08460) by Kathleen Susan Pagel dated January 1, 2011 with total paid being $4,279 and an outstanding reserve of $11,351.

9. Worker's Compensation Claim (Claim Number WC608266543) by Gerald Alsobrook dated June 26, 2002 with total paid being $412,962 and an outstanding reserve of $177,016.

10. Worker's Compensation Claim (Claim Number WC41339308) by Mary Ceplecha dated August 5, 2002 with total being paid $144,957 and an outstanding reserve of $8,801.

11. Worker's Compensation Claim (Claim Number WC608266546) by Carmen Cardenas dated December 2, 2004 with total paid being $64,094 and an outstanding reserve of $52,101.

Schedule 3.12(a)

Compliance with Laws

None

Schedule 3.14(a)

Intellectual Property

(a)

(i)

a. Trademarks

USP Trademarks

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country
[Design]		Registered	5/29/2007	3,246,005	77/006,973	USA
[Design]		Registered	6/12/2007	3,250,334	77/006,976	USA
[Design]		Registered	5/29/2007	3,246,006	77/006,981	USA
COVERT OPERATIONS	COVERT OPERATIONS	Registered	8/16/2005	2,985,418	78/433,989	USA
COVERT OPERATIONS	COVERT OPERATIONS	Registered	7/12/2005	2,967,159	78/433,995	USA
COVERT OPERATIONS	COVERT OPERATIONS	Registered	7/12/2005	2,967,160	78/433,997	USA
GOLD COAT	GOLD COAT	Registered	9/16/2008	3,503,161	78/943,105	USA
KANT-SAG	KANT-SAG	Registered	9/8/1964	776,470	72/176,672	USA
SEAT CLEAT	SEAT CLEAT	Registered	9/6/2005	2,990,979	76/506,437	USA
TECO	TECO	Registered	10/29/1974	996,701	73/005,502	USA
USP CONNECTION	USP CONNECTION	Registered	2/24/2004	2,816,784	76/506,438	USA

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country
USP STRUCTURAL CONNECTORS	USP STRUCTURAL CONNECTORS	Registered	3/1/2005	2,929,329	76/483,041	USA
USP STRUCTURAL CONNECTORS	USP STRUCTURAL CONNECTORS	Registered	12/25/2007	3,358,423	77/007,030	USA
WHAT THE PROFESSIONALS USE	WHAT THE PROFESSIONALS USE	Registered	6/10/2008	3,447,022	78/943,130	USA
USP STRUCTURAL CONNECTORS	USP STRUCTURAL CONNECTORS	Registered	7/20/2006	TMA668295	01/254,893	Canada
WHAT THE PROFESSIONALS USE	WHAT THE PROFESSIONALS USE	Registered	7/13/2010	TMA771793	01/328,303	Canada
GOLD COAT	GOLD COAT	Registered	6/11/2010	TMA769492	01/328,297	Canada

Renown Trademarks

Mark	Status	Registration Date	Registration Number	Application Number	Country
TIMBERTIE	Registered	6/18/1996	1980348	74417720	US
TIMBERTIE	Registered	11/18/1994	TMA435673	0722557	CA

b. Copyrights

Company	Copyright Title	Registration Number	Registration Date
United Steel Products Company	KANT-SAG IDEA BOOK: CONSTRUCTION HARDWARE	TX0002306562	May 25, 1988
United Steel Products Company	KANT-SAG TRUSS CONNECTOR CAD	TX0003851891	July 19, 1994
United Steel Products Company	KANT-SAG EWP CONNECTOR CAD FILES	TX0004172826	April 07, 2000

c. Patents

U.S. PATENTS

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Construction hanger	09/370,273	6,463,711	U	8/9/1999	10/15/2002	USA
Post support	11/175,542	7,134,636	U	7/6/2005	11/14/2006	USA
Post support	10/874,147	7,152,841	U	6/22/2004	12/26/2006	USA
Truss anchor	10/685,765	7,254,919	U	10/14/2003	8/14/2007	USA
Slope and skew hanger	07/370,689	5,004,369	U	6/23/1989	4/2/1991	USA
Hold-down connector	07/580,120	5,092,097	U	9/10/1990	3/3/1992	USA
Variable pitch connector	07/968,437	5,230,198	U	10/29/1992	7/27/1993	USA
Adjustable post base	08/002,745	5,456,441	U	1/11/1993	10/10/1995	USA
Construction hanger and method of making the same	08/336,995	5,564,248	U	11/10/1994	10/15/1996	USA
Truss bracket	08/576,361	5,653,079	U	12/21/1995	8/5/1997	USA
Stair hanger	11/507,143	7,631,463	U	8/21/2006	12/15/2009	USA
Bracket with angled nailing feature	07/634,753	5,217,317	U	12/27/1990	06/08/1993	USA
CONSTRUCTION HARDWARE AND METHOD OF REDUCING CORROSION THEREOF	12/825,456	7,879,458	U	6/29/2010	02/1/2011	USA

U.S. PATENT APPLICATIONS

Publication Number	Publication Date	Application Number	Application Date	Inventor	Title
2009/0056268	2009-03-05	12/133,012	2008-06-04	Greenlee et al.	STAIR HANGER
2007/0141266	2007-06-21	11/613,558	2006-12-20	Greenlee	CONSTRUCTION HARDWARE AND METHOD OF REDUCING CORROSION THEREOF

(ii)

a. License to United Steel Products Co. with Epicor Software Corporation for the use of the MANAGE 2000 Software Product dated January 4, 2011.

b. Microsoft Open Value Order Confirmation Notice for Microsoft Dynamics CRM CAL Licenses (51 total) purchased by USP Structural Connectors through Olsen Thielen Technologies Inc. for time period of September 11, 2008 through September 30, 2011.

c. Manage 2000 license 1984 Purchase — Agreement for Purchase of Products and Services between United Steel Products Co. and ROI Systems, Inc. dated July 25, 1984 along with amendments thereto.

d. Gibraltar Industries, Inc. provides MPLS Qwest WAN Network; Company wide Microsoft Exchange Email System; Aventail VPN; Centralized Internet Access; Edge network security; Blackberry server; Spam filtering; and Internal network security.

(iii)

a. USP Structural Connectors

b. Hughes Manufacturing Inc.

(iv)

a. www.covertpoxy.com

b. www.covertoperationsinc.com

c. www.uspconnectors.com

d. www.uspconnectors.mobi

e. www.usppromotions.com

(v) Those Material Contracts provided prior to the date hereof pursuant to Sections 3.13(n) and 3.13(o) that license the use of certain USP trademarks and logos for the purpose of sale of USP products are herein incorporated by reference.

Schedule 3.14(b)

Intellectual Property

None

Schedule 3.15(a)

Owned Real Property

1. 11910 62nd St, North, Largo, FL — Used as a manufacturing plant and office space.
2. 703 Rogers Drive, Montgomery, MN — Used as a manufacturing plant and office space.

Schedule 3.15(b)

Owned Real Property

1. The Credit Facilities listed in Schedule 3.05(b)(ii)(a) through (e) and (h) are incorporated hereby by reference and these Encumbrances will be released prior to Closing; however, those Credit Facilities hold no mortgages on the Owned Real Property.

Schedule 3.16

Leased Real Property

1. 2150 Kitty Hawk Road, Livermore, CA — Leased as manufacturing plant. Triple Net Industrial Lease dated January 1, 2004 between United Steel Products Company, Inc. and Dawn S. Clifton, Trustee of the Douglas T. Silver Living Trust dated October 28, 1985

2. 9030 Bridgeport, Rancho Cucamonga, CA — Leased warehouse space. Standard Industrial/Commercial Single-Tenant Lease — Gross entered into on January 27, 1999 by and between The Childs Family Trust u/t/a 4/30/81 and The A.J. Gardner Family Trust u/t/a 3/5/81 (and later assigned to Landco, LLC) as Lessor and United Steel Products Company, Inc. for a term running from February 1, 1999 to February 2, 2002, together with the Lease Amendment of October 10, 2001 for an extension running from March 1, 2002 to February 28, 2005 and the Lease Amendment of October 19, 2004 for an extension running from March 1, 2005 to February 28, 2006, and finally modified to extend to February 28, 2011 by Lease Agreement dated August 31, 2005 which expired by its terms on February 28, 2011.

   a. Standard Sublease for the 9030 Bridgeport, Rancho Cucamonga, CA property dated August 6, 2008 between United Steel Products Company, Inc. and Ciuti International, Inc. for approximately 20,642 of space, which expired by its terms on February 28, 2011.

3. 221 Racco Parkway, Thornhill, ON — Leased as a manufacturing plant and office space. Lease dated as of October 15, 2003 between MacFazzen Properties Inc. as Landlord and Renown Specialties Company Ltd. as Tenant

4. 14305 Southcross Drive, Burnsville MN — Leased as office space. Office/Warehouse Lease commencing June 1, 2005 between Southcross Commerce Center III, L.L.C. and United Steel Products Company, Inc..

   b. Lease Addendums dated February 27, 2006 and April 1, 2010 between Southcross Commerce Center III, L.L.C. and United Steel Products Company, Inc..

5. 130 Mt. Holly Bypass Units 5&6, Lumberton NJ — Leased warehouse space. Multi-Tenant Industrial Lease dated March 3, 2004 between Mount Holly By-Pass LLC and United Steel Products Company, Inc. and its Lease Amendment No. 1 between Mount Holly By-Pass LLC and United Steel Products Company, Inc. dated February 19, 2009.

6. 3004-B Aldine Bender, RR1 Houston TX — Leased warehouse space. Warehouse Lease Agreement (Sublease) dated January 1, 2010 between DOT Metal Products and USP Structural Connectors.

Schedule 3.17

Top 10 Customers and Suppliers

(c)

(i) Do It Best Corporation and MiTek Industries have notified USP of termination of their business relationship.

Schedule 3.18(a)(v)

Taxes

None

Schedule 3.18(a)(vi)

Taxes

1. The IRS conducted an Income Tax Audit of Gibraltar Industries, Inc. and its Subsidiaries for taxable years 2005 through 2009. No assessments were issued and none are currently outstanding.

Schedule 3.18(a)(xi)

Taxes

None

Schedule 3.18(a)(xviii)

Taxes

1. Consent extending period of limitation for assessment of tax under Article 9 (Except Section 180), 9-A, 13, 32, 33 & 33A of the Tax Law by United Steel Products Company, Inc. dated December 14, 2010 and agreeing that the amount of tax due from the USP for the taxable period 01/01/2005 through 12/31/2006, under the Tax Law, may be determined or assessed at any time on or before 06/30/2011. No taxes have been assessed as of the date hereof. Purchaser is indemnified for this item under Section 7.02(a)(iv) of the Agreement.

Schedule 3.18(b)

Taxes

(i)

a. Consent extending period of limitation for assessment of tax under Article 9 (Except Section 180), 9-A, 13, 32, 33 & 33A of the Tax Law by United Steel Products Company, Inc. dated December 14, 2010 and agreeing that the amount of tax due from the USP for the taxable period 01/01/2005 through 12/31/2006, under the Tax Law, may be determined or assessed at any time on or before 06/30/2011. No taxes have been assessed as of the date hereof. Purchaser is indemnified for this item under Section 7.02(a)(iv) of the Agreement.

(ii) **None**

(iii) **None**

Schedule 3.19(a)

Environmental Matters

1. Item 2 on Schedule 3.19(b) is incorporated herein by reference.

Schedule 3.19(b)

Environmental Matters

None, except for the following recognized environmental concerns ("RECs"):

1. The potential for contamination related to the former outdoor paint operations and solvent storage at the Largo, Florida property (11910 62nd Street North). No information is available from with respect to releases that may have occurred from the former painting operations, thus, the potential for adverse impact to the Site from historic operations of the former painting operations could not be evaluated.

2. There is potential for contamination related to the fact that the Livermore, California (2150 Kittyhawk Road) property is listed in the LUST database as having a release from the former gasoline underground storage tank ("UST") located on the property and because no documentation regarding tank decommissioning or LUST investigation is available.

3. The former 2,000-gallon Fuel Oil UST removed on June 3, 1990, the former 1,000-gallon Fuel Oil UST Removed August 17, 1989, and the former 1,000-gallon Fuel Oil UST Removed August 21, 1989, all formerly located at the Montgomery, Minnesota property (703 Rogers Drive). These USTs are considered RECs based on the potential age of the UST before removal and the lack of soil and groundwater quality data.

Schedule 3.19(d)

Environmental Matters

1. Item 2 on Schedule 3.19(b) is incorporated herein by reference.

Schedule 3.19(e)

Environmental Matters

1. Item 2 on Schedule 3.19(b) is incorporated herein by reference.

Schedule 3.20(a)

Employee Benefit Plans

1. The following benefits are offered pursuant to the Gibraltar Fringe and Welfare Benefits Program:
    a. Medical (includes self-insured BlueCrosss/BlueShield plans with Medco Rx and Behavioral Health Systems for Mental Health; and fully-insured Kaiser HMO in California)
    b. Dental — (option of self-insured Cigna PPO or fully-insured Cigna Dental Health)
    c. Company-paid life/ad&d insurance
    d. Supplemental Life Insurance for the employee, spouse of the employee and children of the employee
    e. Long Term Disability
    f. Flexible Spending Plan
    g. Vision Plan — Voluntary plan offered through VSP
    h. Employee Assistance Programs
    i. Other Benefits including;
        i. Paid Holidays
        ii. Jury Duty Leave
        iii. Bereavement Leave
        iv. Paid Vacations
        v. Job Related educational assistance
2. Gibraltar 401(k) Plan Amendment and Restatement effective as of January 1, 2010.
3. Gibraltar Non-Qualified Deferred Compensation Plan (f/k/a the “401k Restoration Plan”)
4. Gibraltar Industries, Inc. 2005 Equity Incentive Plan.
5. For Renown employees, the Employment Standards Act, 2000 (Ontario) provide statutory termination provisions in Ontario and employees may also be entitled to common law benefits on termination, the level of which is determined on a case by case basis.
6. Supplemental Health & Welfare Benefits are provided to Renown employees through Great West Life Insurance. Benefits include: certain ancillary medical services not covered by Ontario Provincial Health Plan, prescription drugs, dental care, vision care, and life insurance.

Execution Version

Schedule 3.20(d)

Employee Benefit Plans

None

Schedule 3.20(e)

Employee Benefit Plans

None

Schedule 3.20(f)

Employee Benefit Plans

None

Schedule 3.20(h)

Employee Benefit Plans

None

Schedule 3.21(b)

Labor Matters

1. Worker's Compensation Claim (Claim Number WC413393279) by Alfredo Rocha Amaya dated July 24, 2006 with total paid being $42,241 and an outstanding reserve of $66,443.
2. Worker's Compensation Claim (Claim Number WC413393281) by Gerald E. Callies dated December 29, 2006 with total paid being $19,348 and an outstanding reserve of $33,243.
3. Worker's Compensation Claim (Claim Number WC608266554) by Guadalupe Tirado dated July 12, 2007 with total paid being $57,424 and an outstanding reserve of $31,488.
4. Worker's Compensation Claim (Claim Number WC555A00011) by Khonesava Cichowski dated June 19, 2008 with total paid being $38,561 and an outstanding reserve of $5,000.
5. Worker's Compensation Claim (Claim Number WC608657574) by Tim Hudson dated June 23, 2010 in California with total paid being $3,602 and an outstanding reserve of $26,840.
6. Worker's Compensation Claim (Claim Number WC413A08460) by Kathleen Susan Pagel dated January 1, 2011 with total paid being $4,279 and an outstanding reserve of $11,351.
7. Worker's Compensation Claim (Claim Number WC608266543) by Gerald Alsobrook dated June 26, 2002 with total paid being $412,962 and an outstanding reserve of $177,016.
8. Worker's Compensation Claim (Claim Number WC41339308) by Mary Ceplecha dated August 5, 2002 with total being paid $144,957 and an outstanding reserve of $8,801.
9. Worker's Compensation Claim (Claim Number WC608266546) by Carmen Cardenas dated December 2, 2004 with total paid being $64,094 and an outstanding reserve of $52,101.

Schedule 3.21(c)

Labor Matters

USP and Renown had one termination within the last 90 days, but there have been no company initiated terminations in the last 90 days:

Termination Date	Location	Employee	Reason
12/17/2010	Toronto	Stanislav Kashlyunov	Voluntary Retirement

The below employees were laid off in July of 2010. Pursuant to USP policy, when hourly employees are laid off, they stay on layoff status for six months in case we want to call them back from layoff. Their term date in the system will say July 2010 because we have to enter a term date for them to receive COBRA paperwork. However, they were not actually terminated until January 2011 as a result of USP not calling any of the below people back from layoff status.

Termination Date	Location	Employee	Reason
7/12/2010	NJ	Anne DiBlasi	Layoff
7/12/2010	Burnsville	Vanessa Durham	Layoff
7/13/2010	Livermore	Scott Bowerman	Layoff
7/13/2010	Livermore	Rod Canavan	Layoff
7/13/2010	Livermore	Roberto Cisneros	Layoff
7/13/2010	Livermore	Eduardo Gonzalez	Layoff
7/13/2010	Livermore	Rosa Grajeda	Layoff
7/13/2010	Livermore	Samual Hernandes	Layoff
7/13/2010	Livermore	Edward Lewis	Layoff
7/13/2010	Livermore	Reed Overshiner	Layoff
7/13/2010	Livermore	Jose Reyes	Layoff
7/13/2010	Livermore	Hector Ruiz Nunez	Layoff
7/16/2010	Livermore	Marites Valdez	Layoff

Schedule 3.21(e)

Labor Matters

Attached

Schedule 3.22

Insurance

Attached

Schedule 3.23

Tangible Personal Property

(a) None

(c) None

Schedule 3.25

No Brokers

None

Schedule 3.27

Related-Party Transactions

The following are agreements where an Affiliate of USP or Renown is directly or indirectly interested in a Contract to which USP or Renown is a party:

(i) Loan and Repayment Agreement dated as of December 22, 2008 between AMICO Canada Inc., Renown Specialties Company, Ltd., and Gibraltar Steel Corporation of New York, which shall be paid prior to or at closing.

(ii) 3004-B Aldine Bender, RR1 Houston TX — Leased warehouse space. Warehouse Lease Agreement (Sublease) dated January 1, 2010 between DOT Metal Products and USP Structural Connectors.

Schedule 3.29

Title to and Sufficiency of Assets

(a) None

(b) None

Schedule 3.32

Indebtedness

1. The Credit Facilities listed in Schedule 3.05(b)(ii)(a) through (e) and (h) are incorporated hereby by reference and these Encumbrances will be released prior to closing.

2. Loan and Repayment Agreement dated as of December 22, 2008 between AMICO Canada Inc., Renown Specialties Company, Ltd., and Gibraltar Steel Corporation of New York, which shall be paid prior to or at closing.

Schedule 5.02(a)

Conduct of Business Prior to the Closing

(i)

1. Neither USP nor Renown is making final decisions on general price increases without first consulting with the Purchaser.
2. USP and Renown have refrained from hiring certain executive and/or employee positions in the ordinary course that has already been disclosed to Purchaser.

(ii) None

Schedule 5.02(b)

Conduct of Business Prior to the Closing

The items listed in Schedule 5.02(a)(i) are herein incorporated by reference.

Schedule 5.10

Transition Services

Schedule A
(Gibraltar Services)

Transition Service	Compensation	Duration (days)
Payroll • Payroll processing for all Employees • Issuing pay checks to all Employees • Assist with transition of payroll from ADP to UltiPro/MiTek at the end of a quarter	$4,583 per month for all services except for e-Time clocks which is $1,317 per month.	120, except with respect to e-Time and e-Time clocks software programs, which shall be 180 days
• Delivery of payroll data in format consistent with past practice		
• Reconciliation of all YTD balances of payroll amounts (including filings and payments of all Taxes)		
• Garnishments of employee as wages may be required by Law or as reasonably requested by USP or Renown.		
• Access to e-Time and e-Time Clocks software and related data		
• Access to Talent Manager software and related data, including all Performance Management Documents, Salary Planning Documents and employee history		
• Access to all USP and Renown records in ADP Health and Welfare software, including history		
• Access to Pay At Work Canadian Payroll System software		
• Assistance in resolving any “year-end” out-of-balance issues		
• Provide Buyer with the ADP Master Control Report for the last payroll processed for hourly and salaried staff in March 2011		
• Preparation and filing of all payroll tax returns with ADP (USP and Renown)		
Benefits • Maintain all welfare or fringe benefits plans (including, but not limited to medical, dental and vision plans, but excluding USP’s 401(k) plan) providing to employees the same coverage as was in effect on the Closing Date.	Actual Cost (Note: Gibraltar is self-insured on medical and dental and the cost will be the actual claim cost plus administrative charges)	120
• FSA balances will be reconciled and provided to Buyer promptly following payment of payroll on March 18, 2011		

Transition Service	Compensation	Duration (days)
• Provide Buyer with access to and information including amortization schedules and a reconciliation of all payroll deductions and payments made for any 401(k) loans that are transferring to the MiTek 401(k) Plan		
Management Information Systems		120
(as applicable to both USP and Renown)		
• Maintain and support existing MPLS Qwest WAN network circuits and all associated hardware, including the routers, switches, hubs, and all other currently used network devices or appliances.	$8,340 per month for all services	
• Maintain and support all processes and connectivity to the existing Microsoft Exchange email system, including spam filtering. Upon migration assist with setup forwarding of each mailbox to specified Buyer's email address, setup auto response rule informing sender of new address, and export/deliver existing mailbox contents for each individual user into individual .PST files for all exchange component's data(mail, calendar, tasks, journal, etc.) to allow history import into Buyer's mail system.		
• Maintain and support all hardware and connectivity to the Aventail VPN network access		
• Maintain and support internet access for all USP sites and users.		
• Maintain and support existing edge and internal network security for all sites and users, including all hardware and software currently in place.		
• Maintain and support MS Active Directory Forrest and all of its attributes.		
• Maintain and support all existing Blackberry Server and existing mobile data synchronization, connectivity, and functionality.		
• Maintain the services provided by Qwest and to Renown Bell Canada-Data Network and VPN		

Schedule B

(Third-Party Services)

Transition Service	Compensation	Duration
• Freight bill processing and other services provided by Integrated Payment Solutions World Wide, LC.	• Actual charges-directly billed	120, except with respect to American Express Travel Cards and US Bank P Cards which shall be 60 days
• Garment and other rental services from UniFirst Corporation	• Actual charges-directly billed	
• Access to and maintenance of scanning systems services provided by MSC in Montgomery. Minnesota (USP)	• Actual charges-directly billed	
• Maintain the Cannon-Copier Leases and Maintenance Agreements for copier on USP facilities and assist with transfer	• Actual charges-directly billed	
• Assist with the transfer to USP/Renown for all locations voice/data circuits, telephone nos., leased hardware and leased software	• No charge	
• Maintain the AT&T-Long distance telephone services for USP	• Actual charges	
• Maintain the AT&T-local telephone services for Largo, Florida facility	• Actual charges	
• Maintain the Verizon-Conference calling contract for local Largo, Florida & Livermore, California	• Actual charges-directly billed	
• Maintain the Global Crossing-Long Distance agreements	• Actual charges-directly billed	
• Maintain the Verizon-Maintenance agreements on BCMs (phone systems)	• Actual charges-directly billed	
• Maintain USP American Express-Travel Card accounts used by USP employees	• Actual charges-directly billed	
• Maintain USP US Bank-P Cards	• Actual charges-directly billed	
• Access to Citrix Go To Meeting (USP and Renown)	• $267 per month	
• Process EDI invoicing and payments to and from Home Depot Canada (currently provided for Renown through SEMCO, an affiliate of Gibraltar)	• S1,250 per month	
• Continue to provide Iron Mountain-Back up all computers (USP and Renown)	• Actual charges-directly billed	
• Cabinet NG Scanning System Maintenance	• $325 per month beginning on May 1,2011	

Schedule C

(Other Services)

Transition Service	Compensation	Duration
• Share information obtained in the recent eligibility audit that was conducted.	No charge	One-Time
• Assist Buyer in preparing a communication and Q&A for employee questions about the transition of benefits	No charge	One-Time
• Provide Buyer with access to and assistance in preparing a GL File layout for the payroll processing	No charge	One-Time

Schedule 7.02(a)(xi)
Line-Item Indemnities — Litigation

1. Mercedes Homes, Inc., et al. by James S. Feltman, Creditor Trustee on behalf of the Mercedes Homes Creditor Trust v. United Steel Products Company, Inc. relating to a Complaint to avoid and Recover preferential transfers filed January 20, 2011. The suit is filed in the United States Bankruptcy Court Southern District of Florida West Palm Beach Division. Between October 31, 2008 and January 16, 2009, Space Coast Truss, Inc. (one of the debtors) paid USP in the due course of business amounts totaling $51,393.58 in various transactions and such amounts are in dispute here and the Bankruptcy Trustee is seeking to avoid these payments as preferential transfers.

2. Payton Staley vs. USP Structural Connectors, EEOC Charge No.: 440-2010-00027. Complaint dated July 30, 2010 filed with the Minnesota Department of Human Rights ("MDHR") by Payton Staley against USP Structural Connectors for an alleged unfair discriminatory practice which was initially filed with the EEOC. The Equal Employment Opportunity Commission ("EEOC") will process the claim under the work-sharing agreement and will send notification to MDHR of its decision.

Schedule 7.02(a)(xii)
Line-Item Indemnities — Workers Compensation

1. Worker's Compensation Claim (Claim Number WC413393279) by Alfredo Rocha Amaya dated July 24, 2006 with total paid being $42,241.
2. Worker's Compensation Claim (Claim Number WC413393281) by Gerald E. Callies dated December 29, 2006 with total paid being $19,348.
3. Worker's Compensation Claim (Claim Number WC608266554) by Guadalupe Tirado dated July 12, 2007 with total paid being $57,424.
4. Worker's Compensation Claim (Claim Number WC555A00011) by Khonesava Cichowski dated June 19, 2008 with total paid being $38,561.
5. Worker's Compensation Claim (Claim Number WC608657574) by Tim Hudson dated June 23, 2010 in California with total paid being $3,602.
6. Worker's Compensation Claim (Claim Number WC413A08460) by Kathleen Susan Pagel dated January 1, 2011 with total paid being $4,279.
7. Worker's Compensation Claim (Claim Number WC608266543) by Gerald Alsobrook dated June 26, 2002 with total paid being $412,962.
8. Worker's Compensation Claim (Claim Number WC41339308) by Mary Ceplecha dated August 5, 2002 with total being paid $144,957.
9. Worker's Compensation Claim (Claim Number WC608266546) by Carmen Cardenas dated December 2, 2004 with total paid being $64,094.

Exhibit 10.2

STOCK PURCHASE AGREEMENT

by and among

THE STOCKHOLDERS OF

D.S.B. Holding Corp.,
a Delaware corporation,

as Sellers

and

GIBRALTAR INDUSTRIES, INC.
a Delaware corporation

as Purchaser

Dated as of March 10, 2011

TABLE OF CONTENTS

EXHIBITS:

SCHEDULES:

Section 1.1(b)	Letters of Credit
Section 1.1(c)	Permitted Liens
Section 1.1(e)	Liens Imposed by Law
Section 5.1(a)(ii)	Power and Authority
Section 5.1(a)(iii)	Capitalization
Section 5.1(a)(v)	Pledged Stock
Section 5.1(a)(vii)	Subsidiaries
Section 5.1(c)	Consents; No Conflict
Section 5.1(d)	Governmental Approvals and Filings
Section 5.1(e)	Liabilities Not Disclosed in Financial Statements
Section 5.1(f)	Legal Proceedings
Section 5.1(g)(i)	Employee Benefit Plans
Section 5.1(g)(vii)	Acceleration of Vesting
Section 5.1(h)	Title
Section 5.1(i)	Intellectual Property
Section 5.1(k)	Permits
Section 5.1(l)	Environmental Matters
Section 5.1(l)(iv)	Hazardous Materials at Real Property
Section 5.1(n)	Taxes
Section 5.1(o)	No Material Adverse Change
Section 5.1(p)	Activities Outside of Ordinary Course of Business
Section 5.1(q)	Real Property
Section 5.1(r)	Employee Matters
Section 5.1(u)	Accounts Receivable
Section 5.1(v)	Insurance
Section 5.1(v)(ii)	Insurance Exceptions
Section 5.1(w)	Warranties; Products Liability Claims
Section 5.1(y)	Related Party Transactions
Section 5.1(z)	Powers of Attorney
Section 5.1(aa)	Systems

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (collectively with the Exhibits and Schedules referred to herein, this "Agreement") is made as of the 10th day of March, 2011 (the "Execution Date"), by and among each of the stockholders (individually, a "Seller" and, collectively, "Sellers") of D.S.B. Holding Corp., a Delaware corporation ("Holdings"), and Gibraltar Industries, Inc., a Delaware corporation ("Purchaser").

WITNESSETH:

1. Holdings, through its direct wholly-owned subsidiary The D.S. Brown Company, an Ohio corporation ("Brown"), engages in the business of the manufacture and sale of products for use in the transportation infrastructure industry and all other activities conducted by Brown related thereto (the "Business").

2. Brown has a wholly-owned subsidiary D.S. Brown (Shandong) Co., Ltd., a Shandong, China corporation ("Brown China").

3. Purchaser wishes to purchase from Sellers, and Sellers wish to sell to Purchaser, the Business by way of the purchase by Purchaser from Sellers of all of the issued and outstanding shares of the capital stock of Holdings from Sellers.

4. Each Seller desires to irrevocably appoint Sellers' Representative as its representative and proxy to act on behalf of such Seller in connection with this Agreement and to facilitate the consummation of the Contemplated Transactions.

NOW, THEREFORE, in consideration of the premises and of the respective representations, warranties, covenants, agreements, and conditions contained herein, the adequacy and sufficiency of which is hereby acknowledged by the parties hereto, and Sellers and Purchaser, intending to be legally bound hereby, agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Certain Definitions. In this Agreement and any Exhibit or Schedule hereto, the following capitalized terms have the following respective meanings:

"Actual Value" has the meaning set forth in Section 3.6(b)(iii).

"Affiliate" means, as to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person or group of Persons, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities or by contract.

"Agreement" has the meaning set forth in the preamble.

"Alternative Supplemental Estimated Remediation Cost" has the meaning set forth in Section 6.10.

"Ancillary Agreements" means all agreements, certificates, instruments or other documents required to be executed and/or delivered pursuant to or in connection with this Agreement by any Person, including, without limitation, the Related Agreements.

"Antares" means Antares Capital Corporation, a Delaware corporation.

"Antares Agreement" has the meaning set forth in Section 6.2(f).

"Antitrust Laws" has the meaning set forth in Section 8.6(b).

"Applicable Tax Refunds" has the meaning set forth in Section 7.4.

"Approved Remediation Contractors" has the meaning set forth in Section 6.10.

"Base Purchase Price" has the meaning set forth in Section 3.1.

"Base Working Capital" has the meaning set forth in Section 3.3(b).

"Basket" has the meaning set forth in Section 6.4(b).

"Best Efforts" means the commercially reasonable efforts that a prudent Person wanting to achieve the result in question would take under similar circumstances to achieve that result.

"Brown" has the meaning set forth in the recitals.

"Brown China" has the meaning set forth in the recitals.

"Business" has the meaning set forth in the recitals.

"Business Day" means a day other than a Saturday, Sunday or national holiday on which commercial banks in the State of Illinois are open for the transaction of commercial banking business.

"Business Material Adverse Effect" means any material and adverse event, occurrence, circumstance, change or effect that, individually or with all related events, occurrences, changes, circumstances or effects, has or would be reasonably likely to have, both a material and adverse effect on the Business, taken as a whole. Notwithstanding the foregoing, none of the following events constitute or will be taken into account in determining whether there has been a Business Material Adverse Effect: any adverse change, event, development or effect to the extent arising from or relating to (a) general business or economic conditions (including such conditions related to the Business), (b) national or international political or social conditions (including hostilities and terrorist activity), (c) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (d) changes in GAAP, (e) changes in applicable Law, or (f) any change resulting from the execution of this

Agreement or the consummation of any of the Contemplated Transactions, including any change resulting from or arising out of any announcement relating to this Agreement.

"Cap" has the meaning set forth in Section 6.4(a).

"Carve-out Date" has the meaning set forth in Section 8.3.

"Carve-out Transfer" has the meaning set forth in Section 8.3.

"Cash and Cash Equivalents" means all cash, rights in bank accounts, certificates of deposit, bank deposits, cash equivalents, investment securities and checks or other payments attributable to the period prior to the Effective Time (including received in lock boxes).

"Claim" has the meaning set forth in Section 6.2(a).

"Claim Notice" has the meaning set forth in Section 6.2(a).

"Closing" means the consummation of the transactions contemplated in this Agreement.

"Closing Balance Sheet" has the meaning set forth in Section 3.4(a).

"Closing Cash" has the meaning set forth in Section 3.2(h).

"Closing Date" has the meaning set forth in Section 4.1.

"Closing Date Debt" has the meaning set forth in Section 3.2(d).

"Closing Date Debt Amount" has the meaning set forth in Section 3.2(d).

"Closing Date Debt Report" has the meaning set forth in Section 3.2(d).

"Closing Date Tax Benefits" shall mean the Tax deductions to the Companies from or relating to the payment of (a) the consideration to the Option Holders pursuant to the Option Termination Agreements, (b) the Company Transaction Expenses, (c) any transaction bonuses or other compensation payments paid by Holdings or its Subsidiaries in connection with the Closings and (d) the payment of any outstanding Debt (including, for the avoidance of doubt, the Closing Date Debt Amount) of Holdings or the Companies on the Closing Date.

"Closing Payment" has the meaning set forth in Section 3.2(a).

"Closing Purchase Price" has the meaning set forth in Section 3.4(a).

"Closing Working Capital" has the meaning set forth in Section 3.4(a).

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Common Stock" means Holdings common stock, par value $0.01 per share.

"Companies" or "Company Group" means, collectively, Holdings and Brown.

"Company Intellectual Property" means all Intellectual Property owned or used by the Companies in the conduct of the Business, together with all income, royalties, damages and payments due or payable as of the Effective Time or thereafter (including the rights to enforce the foregoing and to collect damages for past, present or future infringements or misappropriations thereof), and all copies and tangible embodiments of the foregoing.

"Company Permits" has the meaning set forth in Section 5.1(k).

"Company Transaction Expenses" means (unless otherwise specified herein as the responsibility of the Purchaser) the fees and expenses incurred by the Companies or the Sellers in connection with the Contemplated Transactions (including fees of attorneys, Houlihan Lokey Howard & Zukin Capital, Inc. and other professionals), in each case that are unpaid as of and through the Closing Date.

"Competing Business" means any Person engaged in the manufacture or assembly and sale of structural steel, fabricated joint assemblies, structural bearing assemblies, expansion joints or pavement seals and patches for use in elevated roadways, bridges or airport runways.

"Confidential Information" means any and all of the following confidential or proprietary information of the Companies or Purchaser that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically, visually or otherwise, or otherwise made available by observation, inspection, or otherwise by either party or its directors, managers, officers, employees, Affiliates, agents or advisors (each a "Representative") (collectively, a "Disclosing Party") to the other party or its Representatives (collectively, a "Receiving Party"):

(a) all information that is a trade secret under applicable Law, including, without limitation, Trade Secrets as defined under the Uniform Trade Secrets Act as adopted in the State of Illinois;

(b) all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists or identities, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware and software and database technologies, systems, structures and architectures;

(c) all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, Tax Returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however, documented), and all quantifiable information obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of the communication;

(d) any documents or materials marked "confidential" or "proprietary"; and

(e) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party or any of its Representatives to the extent containing or based, in whole or in part, upon any information included in the foregoing.

Any Trade Secrets of a Disclosing Party will also be entitled to all of the protections and benefits under applicable Law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a Trade Secret for purposes of this Agreement, such information will still be considered Confidential Information for the purposes of this Agreement to the extent included within the definition.

Upon the Closing, all Confidential Information of the Companies that relates solely to the Business will become the property of Purchaser and thereafter shall be treated by Sellers and their Affiliates for all purposes as Confidential Information of Purchaser subject to the provisions of Section 8.2.

"Contract" means any written or verbal contract, commitment, agreement or instrument, including, without limitation, supply contracts, purchase orders, sale orders, customer agreements, mortgages, subcontracts, indentures, leases of personal property, license agreements to or from any of the Companies, deeds of trust, notes or guarantees, pledges, liens, or conditional sales agreements to which the Person referred to is a party or by which any of its assets may be bound.

"Contemplated Transactions" means all of the transactions to be carried out in accordance with this Agreement, including the purchase and sale of the Purchased Shares, and the performance by the parties of their other obligations under this Agreement.

"Copyrights" means, as they exist anywhere in the world, copyrights and mask works, including copyright registrations and applications for registration thereof, all renewals and extensions thereof, and unregistered copyrights, and moral rights and economic rights of others in any of the foregoing.

"Damages" means all damages, payments, losses, injuries, penalties, fines, forfeitures, assessments, claims, suits, proceedings, investigations, actions, demands, causes of action, judgments, awards, charges, interest, costs and expenses of any nature (including court costs, reasonable attorneys', accountants', consultants' and experts' fees, charges and other costs and expenses incident to any proceedings or investigation or the defense of any Claim (whether or not litigation has commenced)).

"Debt" means, without duplication of any other items contained herein or in Closing Date Debt, with respect to the Companies at any date: (a) any indebtedness (including interest, fees and prepayment premiums or penalties) of the Companies for borrowed money or in respect of loans or advances and other third-party financing (other than third party financing related to the equipment leases listed on Section 5.1(h)(2) of the Disclosure Schedules); (b) any indebtedness of the Companies evidenced by any note, bond, debenture, credit agreement or other debt security; (c) any indebtedness of the Companies for the deferred purchase price of property or services with respect to which the Companies are liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current Liabilities incurred in the Ordinary Course

of Business); (d) any commitment by which the Companies assure a creditor, customer or another Person against loss (including contingent reimbursement obligations with respect to letters of credit (drawn or undrawn), guarantees or any similar arrangements backed by cash collateral accounts, performance bonds or payment bonds); (e) any obligations under capitalized leases with respect to which the Companies are liable, contingently or otherwise, as obligor, guarantor or otherwise or with respect to which obligations such the Companies assure a creditor against loss; (f) indebtedness of another Person which is guaranteed in any manner by the Companies (including guarantees in the form of an agreement to repurchase or reimburse); and (g) any indebtedness secured by any Lien on the Companies' assets other than Permitted Liens.

"Disclosing Party" has the meaning set forth in the definition of Confidential Information.

"Disclosure Schedules" means the disclosure schedules of Sellers as specified in this Agreement that are delivered to Purchaser under this Agreement.

"Effective Time" means 11:59 p.m., Eastern Time, on the Closing Date.

"Employee Benefit Plans" has the meaning set forth in Section 5.1(g)(i).

"Employee List" has the meaning set forth in Section 5.1(r)(i).

"Environmental Laws" means all federal, state, local and foreign statutes and regulations relating to pollution, the manufacture, processing, distribution, treatment, storage, use, generation, transportation or disposal of Hazardous Materials, protection of human health or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act and similar state statutes and regulations.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Escrow Accounts" has the meaning set forth in Section 9.1(c).

"Escrow Agent" means JP Morgan Chase.

"Escrow Agreement" means the Escrow Agreement in the form of Exhibit A attached hereto, by and among the Escrow Agent, Purchaser and Sellers' Representative.

"Estimated Closing Balance Sheet" has the meaning set forth in Section 3.3(a).

"Estimated Closing Purchase Price" has the meaning set forth in Section 3.4(b).

"Estimated Closing Working Capital" has the meaning set forth in Section 3.3(a).

"Estimated Working Capital Adjustment" has the meaning set forth in Section 3.3(b).

"Execution Date" has the meaning set forth in the preamble.

"Final Payment Date" has the meaning set forth in Section 3.7(a).

"Financial Statements" has the meaning set forth in Section 5.1(e)(i).

"GAAP" means United States generally accepted accounting principles consistently applied.

"Goods" means raw materials, components, supplies, merchandise, finished goods or other goods and services.

"Government Antitrust Entity" has the meaning set forth in Section 8.6(b)(i).

"Governmental or Regulatory Authority" means any federal, state, local or foreign government, governmental authority or administrative or regulatory body thereof, any agency instrumentality, political subdivision, department or branch thereof and any court, tribunal, commission, or judicial or arbitral body thereof.

"Hazardous Materials" means any substance, waste or material that has been defined or regulated by any Environmental Law, including, but not limited to, substances that are radioactive, hazardous or a waste, including PCBs, petroleum and any derivative by-products or any fraction thereof, and all substances listed, defined or regulated as a "hazardous substance", "hazardous waste", "hazardous material", or "toxic substance" under any Environmental Law. Notwithstanding the preceding, "Hazardous Materials" does not include any substance or material that is naturally occurring and is present in the environment as a result of natural processes and not as a result of human activities.

"High Value" has the meaning set forth in Section 3.6(b)(ii).

"Holdings" has the meaning set forth in the preamble.

"HSR Act" means the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended.

"Improvements" means all buildings, structures, fixtures and other improvements located on the Real Property.

"Indemnification Escrow Account" means the indemnification escrow subaccount held by the Escrow Agent for the benefit of Purchaser and Sellers pursuant to the Escrow Agreement.

"Indemnification Escrow Deposit" means $7.0 million held pursuant to the terms of the Escrow Agreement.

"Indemnified Party" has the meaning set forth in Section 6.2(a).

"Indemnifying Party" has the meaning set forth in Section 6.2(a).

"Initial Supplemental Estimated Remediation Cost" has the meaning set forth in Section 6.10.

"Insurance Policies" has the meaning set forth in Section 5.1(v).

"Intellectual Property" means the following:

(a) Trademarks;

(b) Patents;

(c) Copyrights;

(d) Internet Assets;

(e) Software; and

(f) Trade Secrets.

"Interim Financial Statements" has the meaning set forth in Section 5.1(e)(i).

"Interim Balance Sheet" has the meaning set forth in Section 5.1(e)(ii).

"Internet Assets" means, as they exist anywhere in the world, and subject to any applicable registrar's terms and conditions and agreements, domain names, Internet addresses and other computer identifiers, web sites, web pages and similar rights and items.

"Inventory" means all inventory owned by the Companies that is related to the Business as of the Effective Time, including all inventories of raw materials, work-in-process, finished goods, supplies, spare parts and packaging materials including inventory related to the Business, that are either (a) located at any Brown owned or leased facility, (b) with customers on consignment, or (c) with third parties.

"Knowledge" means matters known and matters which, after due inquiry, would reasonably be expected to be known by Kirk L. Feuerbach, Gerald A. Wetzel, Timothy L. Hack, Tom Lewis, Mark Kaczinski and Gregory Greenberg.

"Laws" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law in any jurisdiction or any state, county, city or other political subdivision or of any Governmental or Regulatory Authority, including, without limitation, Environmental Laws, public health, OSHA and anti-kickback statutes.

"Leased Real Property" has the meaning set forth in Section 5.1(q).

"Letter of Credit" means any letter of credit listed on Section 1.1(b) of the Disclosure Schedules.

"Liability" or "Liabilities" means any and all loss, damage, adverse claim, fine or penalty and obligations (whether to make payments, to give notices or to perform or not perform any action), commitments, contingencies and other liabilities of a Person (whether known or unknown, asserted or not asserted, whether absolute, accrued, contingent, fixed or otherwise, determined or determinable, liquidated or unliquidated, and whether due or to become due).

"Lien" means any mortgage, pledge, security interest, hypothecation, assignment, encumbrance, lease, lien, option, right of use, right of refusal and other rights of other Persons, any conditional sale contract, title retention contract, or other encumbrance of any kind, including easements, conditions, reservations and restrictions, other than a Permitted Lien.

"Low Value" has the meaning set forth in Section 3.6(b)(i).

"Material Contracts" has the meaning set forth in Section 5.1(j)(i).

"Management Rights Agreements" have the meaning set forth in Section 4.3(a)(xii).

"Ohio EPA" has the meaning set forth in Section 6.10.

"Old Brown" has the meaning set forth in Section 5.1(a)(viii).

"Old Brown Tax Escrow Amount" means $250,000.

"Old Brown Tax Escrow Claims" means actual, out-of-pocket costs or expenses, including reasonable attorneys' fees, incurred by Purchaser or the Companies related to: (a) the collection of amounts due to any or all of the Companies from Antares pursuant to the Antares Agreement relating to any Proceeding commenced against any or all of the Companies seeking payment of Old Brown Taxes, (b) the collection of amounts due to any or all of the Companies from Antares pursuant to the Antares Agreement relating to the payment by any or all of the Companies of Old Brown Taxes to any Governmental or Regulatory Authority, (c) the defense of any Proceeding commenced against any or all of the Companies by any Governmental or Regulatory Authority seeking payment of Old Brown Taxes, provided that: (i) the Companies shall have first demanded payment from Antares and instituted Proceedings against Antares, and (ii) any amounts collected by the Companies from Antares pursuant to the Antares Agreement, to the extent previously received by the Companies from the Escrow Agent and attributable to out-of-pocket costs or expenses, including reasonable attorneys' fees, shall be refunded back to the Indemnification Escrow Account or if such account is no longer in existence at that time, then to Sellers' Representative for further disbursement to Sellers, or (d) the negotiation and payment of a settlement of Old Brown Taxes with any Governmental or Regulatory Authority provided that: (i) Sellers' Representative consents to such settlement, such consent not to be unreasonably withheld, conditioned or delayed, except that it is acknowledged and agreed by the Purchaser and Sellers that Sellers' Representative may, in good faith, contest any assertion of liability relating to Old Brown Taxes and therefore withhold such consent, (ii) the Companies shall have first demanded payment from Antares and instituted Proceedings against Antares pursuant to the Antares Agreement, and (iii) any amounts collected as a result of such Proceedings by the Companies from Antares pursuant to the Antares Agreement, to the extent previously received by the Companies from the Escrow Agent and attributable to out-of-pocket costs or expenses, including reasonable attorneys' fees, shall be refunded back to the Indemnification Escrow Account or if such account is no longer in existence at the time then to Sellers' Representative for further disbursement to Sellers.

"Option" has the meaning set forth in Section 3.8.

"Option Holders" has the meaning set forth in Section 3.8.

"Option Payment" has the meaning set forth in Section 3.2(g).

"Option Termination Agreements" has the meaning set forth in Section 3.8.

"Order" means and includes any writ, judgment, decree, injunction, award or other order of any Governmental or Regulatory Authority.

"Ordinary Course of Business" means an action taken by a Person if: (a) such action is in the ordinary course of business and consistent with the past practices of such Person; (b) such action is not required to be authorized by the board of directors or members of such Person (or by any Person or group of Persons exercising similar authority); and (c) such action is similar in nature and magnitude to actions customarily or previously taken, without any authorization by the board of directors or members (or by any Person or group of Persons exercising similar authority), in the ordinary course of normal operations or business activities of other Persons that are in the same line of business or acting under a similar set of circumstances as such Persons.

"Organizational Document" means; (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization, operating agreement, limited liability company agreement, or similar document governing a limited liability company; (c) any other charter, articles, bylaws, certificate, statement, statutes or similar document adopted, filed or registered in connection with the creation, formation, organization, or governance of a Person, and any Contract among the equity holders, partners or members of a Person relating to the ownership of such Person; and (d) any amendment to any of the foregoing.

"Original Filing Date" has the meaning set forth in Section 8.6(b).

"OSHA" means the Occupational Safety and Health Act of 1970, 29 U.S.C. §651, et seq.

"Outside Closing Date" has the meaning set forth in Section 11.1(c).

"Owned Real Property" has the meaning set forth in Section 5.1(q).

"Patents" means, as they exist anywhere in the world, patents, patent applications and statutory invention registrations, designs and improvements described and claimed therein, patentable inventions and other patent rights (including any divisions, continuations, continuations-in-part, reissues, reexaminations, extensions, equivalents or interferences thereof, whether or not patents are issued on any such applications and whether or not any such applications are modified, withdrawn, or resubmitted), and all rights therein provided.

"Payables" means payment obligations or indebtedness of the Companies to trade creditors which are classified as accounts payable in accordance with GAAP.

"Percentage Interest" has the meaning set forth in Section 9.3(a).

"Permits" means all licenses, permits, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Governmental or Regulatory Authority.

"Permitted Lien" means (a) real property taxes and assessments, both general and special, that are a Lien but not yet due and payable, (b) exceptions directly or indirectly created by Purchaser, (c) the Liens listed on Section 1.1(c) of the Disclosure Schedules, (d) restrictive covenants, easement agreements and other Liens of record with respect to Real Property which do not adversely affect the operation of the Business in the Ordinary Course of Business, (e) Liens imposed by applicable Law, such as materialmen's, mechanics', carriers', workmen's, repairmen's and other similar Liens arising in the Ordinary Course of Business for amounts not yet due or which are being contested in good faith; provided that all such Liens are identified in Section 1.1(e) of the Disclosure Schedules and can be released and discharged with an aggregate payment of not more than $50,000, (f) pledges or deposits to secure obligations under workers' compensation laws or similar legislation or to secure public or statutory obligations, and (g) zoning, building codes, and other land uses rules, regulations and Laws.

"Per Share Common Closing Payment" shall be equal to the (a) Closing Payment, plus the aggregate exercise price of all of the in-the-money Options, less the sum of the aggregate liquidation preference and unpaid dividends applicable to any Preferred Stock divided by (B) the aggregate number of shares of Common Stock issued and outstanding on the Closing Date, plus the aggregate number of shares of Common Stock underlying any in-the-money Options.

"Per Share Preferred Closing Payment" shall be equal to the sum of the aggregate liquidation preference and unpaid dividends applicable to any Preferred Stock divided by the number of shares of Preferred Stock outstanding on the Closing Date.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, proprietorship, other business organization, trust, Governmental or Regulatory Authority, including any entity disregarded for federal income tax purposes, or any other entity whatsoever.

"Phase I" has the meaning set forth in Section 6.10.

"Phase II" has the meaning set forth in Section 6.10.

"Post-Closing Tax Period" means any taxable period (or portion thereof) commencing after the Closing, including the portion of any Straddle Period commencing after the Closing.

"Pre-Closing Stub Returns" has the meaning set forth in Section 7.2.

"Pre-Closing Tax Period" means any taxable period (or portion thereof) ending on or prior to the Closing, including the portion of any Straddle Period up to and including the date of Closing.

"Preferred Stock" means Holdings Preferred Stock, par value $0.01 per share.

"Preferred Stock Payment" means the aggregate amount payable at the Closing in respect of all the outstanding shares of Preferred Stock of Holdings, plus accrued but unpaid dividends thereof.

"Proceeding" means any judicial, administrative or arbitral, claims, controversies, demands, actions, lawsuits, investigations, hearings, proceedings (public or private) or other disputes, formal or informal, including any by, involving or before any arbitrator, mediator or any Governmental or Regulatory Authority and including any audit or examination or other administrative or court proceeding with respect to Taxes or Tax Returns.

"Products" means any product or line of products which any Company has marketed and/or sold in the preceding two (2) calendar years.

"Purchased Shares" means one hundred percent (100%) of the issued and outstanding shares of the capital stock of Holdings, all of which are held of record and beneficially by Sellers.

"Purchaser" has the meaning set forth in the preamble.

"Purchaser Group" has the meaning set forth in Section 7.4(a)(i).

"Purchaser Indemnified Parties" has the meaning set forth in Section 6.1(a).

"Purchaser's Approved Remediation Contractor" has the meaning set forth in Section 6.10.

"Purchaser's Closing Purchase Price' has the meaning set forth in Section 3.4(a).

"Purchaser's Initial Estimated Remediation Cost" has the meaning set forth in Section 6.10.

"Purchaser Remediation Costs" has the meaning set forth in Section 6.10.

"Purchaser's Remediation Work" has the meaning set forth in Section 6.10.

"Purchaser Tax Act" means any (a) Tax election, waiver or disclaimer, (b) change in Tax accounting method, or (c) change in the Tax reporting treatment of any item, in each case that (i) is made by Purchaser or its Affiliates (including the Companies) or any successor or assign of Purchaser or its Affiliates after the Closing Date, and for purposes of (a)-(c), includes any change to the Companies' Tax reporting, treatment or Tax method as a result of the Companies being included in the Purchaser Group's consolidated Tax Return after the Closing Date; (ii) is made with respect to the Companies or any of their successors or assigns, (iii) is not required by Law or any Taxing authority, (iv) has not been approved in writing by the Sellers' Representative and (v) is the cause of any increase in income or a decrease in deductions or other allowance or credits for any taxable period ending on or before the Closing that results in an increase in Taxes for such period or for which the Sellers would be responsible under this Agreement, as well as any action outside the Ordinary Course of Business taken by or on behalf of the Companies on the Closing Date after the Closing.

"Real Property" means all real property owned or used by the Companies, including all parcels and tracts of land in which the Companies have a fee simple estate or a leasehold estate, and all Improvements, easements and appurtenances thereto.

"Receivables" means the (a) trade accounts receivable of the Companies which are reflected on the Interim Financial Statements, and (b) trade accounts receivable of the Companies from the date of the Interim Financial Statements through the Effective Time, in each case, excluding any amounts due from Affiliates.

"Receiving Party" has the meaning set forth in the definition of Confidential Information.

"Referee" has the meaning set forth in Section 3.6(a).

"Related Agreement" means the Escrow Agreement.

"Representative" has the meaning set forth in the definition of Confidential Information.

"Required Remediation" means to the extent that (A) investigation, containment, or remediation of Hazardous Material is required pursuant to an applicable Environmental Law that is in effect as of the Closing Date; (B) the cleanup standards that must be met to satisfy the requirements of the applicable Environmental Law shall reflect the least stringent standards which are applicable to the North Baltimore Real Property and acceptable to the Ohio EPA; and (C) investigation, containment, or remediation is conducted using the most cost-effective available methods, acceptable to the Ohio EPA, including, without limitation, the use of institutional or engineering controls or deed restrictions such as (i) a deed restriction limiting the use of the Real Property to industrial purposes, (ii) a deed restriction prohibiting groundwater from being extracted or used for drinking water or other purposes, and (iii) using an existing structure or installing an engineered barrier to prevent exposure to a Hazardous Material.

"Restricted Parties" has the meaning set forth in Section 8.1(a).

"Restriction Period" has the meaning set forth in Section 8.1(a).

"Selected Approved Remediation Contractor" has the meaning set forth in Section 6.10.

"Seller Indemnified Parties" has the meaning set forth in Section 6.1(b).

"Sellers" has the meaning set forth in the preamble.

"Sellers' Approved Remediation Contractor" has the meaning set forth in Section 6.10.

"Sellers Initial Estimated Remediation Cost" has the meaning set forth in Section 6.10.

"Sellers' Representative" has the meaning set forth in Section 9.1.

"Sellers Closing Purchase Price" has the meaning set forth in Section 3.5.

"Senior Subordinated Notes and Share Purchase Agreement" has the meaning set forth in Section 4.3(a)(xiii).

"Software" means computer software programs, including all source code, object code (to the extent of existing license or ownership rights), specifications, databases and documentation related to such programs.

"Stockholders Agreement" has the meaning set forth in Section 4.3(a)(v).

"Straddle Period" has the meaning set forth in Section 7.1.

"Structures" has the meaning set forth in Section 5.1(q).

"Tangible Personal Property" means the equipment, machinery, tools, dies, molds, tooling (including that located at suppliers' places of business), furniture, fixtures, computers, hardware supplies, motor vehicles, supplies and other tangible personal property owned by the Companies and used in the Business.

"Tax Returns" means all returns, declarations, reports, statements, schedules, notices, forms or other documents or information required to be filed with a Governmental or Regulatory Authority in respect of any Tax, and the term "Tax Return" means any one of the foregoing Tax Returns as well as any foreign bank account filing requirements.

"Tax" or "Taxes" shall mean any federal, state, local or foreign income, gross receipts, payroll, employment, excise, custom, duty, franchise, net worth, profits, withholding, social security (or similar), unemployment, real property, personal property, sales, use, transfer, value added, estimated or alternative with add-on minimum tax, however denominated, including any interest, penalty, fines, fees, levies or assessments, including as a result of the Companies failure, if any, to disclose any foreign bank accounts.

"Tax Refund Account" has the meaning set forth in Section 7.4.

"Top Twenty Customers" has the meaning set forth in Section 5.1(s)(i).

"Top Twenty Suppliers" has the meaning set forth in Section 5.1(s)(ii).

"Trade Secrets" means, as they exist anywhere in the world, trade secrets, know-how, invention disclosures, processes, procedures, customer lists and personally-identifiable information, databases, confidential business information, concepts, ideas, designs, research or development information, techniques, technical information, specifications, operating and maintenance manuals, engineering drawings, methods, technical data, discoveries, modifications, extensions, improvements, and other proprietary information and rights (whether or not patentable or subject to copyright or mask work protection).

"Trademarks" means, as they exist anywhere in the world, trademarks, service marks, trade dress, trade names, brand names, designs, logos, or corporate names, whether registered or unregistered, and all registrations and applications for registration thereof, and all goodwill associated therewith, and all rights therein.

"Transfer Taxes" means all transfer, documentary, sales, registration, recordation taxes and similar charges arising in connection with the transfer of the Purchased Shares affected pursuant to this Agreement.

"U.S." means the United States of America.

"VAP" has the meaning set forth in Section 6.10.

"Working Capital" has the meaning set forth in Section 3.3.

"Working Capital Escrow Account" means the working capital escrow subaccount held by the Escrow Agent for the benefit of Purchaser and Sellers pursuant to the Escrow Agreement.

"Working Capital Escrow Deposit" means $1.0 million held pursuant to the terms of the Escrow Agreement.

1.2 Construction of Certain Terms and Phrases.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article," "Section," or "clause" refer to the specified Article, Section, or clause of this Agreement; and (v) the term "including" means including but not limited to.

(b) Any representation or warranty contained herein as to the enforceability of a Contract (including this Agreement and any Ancillary Agreement) will be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar law affecting the enforcement of creditors' rights generally and to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at Law). Whenever this Agreement refers to a number of days, such number will refer to calendar days.

(c) This Agreement is being entered into by and among competent and sophisticated parties who are experienced in business matters and represented by counsel and other advisors, and have been reviewed by the parties and their counsel and other advisors. Therefore, any ambiguous language in this Agreement will not be construed against any particular party as the drafter of the language.

ARTICLE 2

PURCHASE AND SALE TRANSACTION

2.1 Purchase and Sale of the Purchased Shares. Subject to the terms and conditions of this Agreement, at the Closing, each of the Sellers shall sell, transfer, convey, assign, deliver and set over to Purchaser, and Purchaser shall purchase and accept, all of the right, title, benefit and interest of such Seller in and to the Purchased Shares owned by him, her or it, free and clear of all Liens and all rights of refusal, restrictions on transfer and other encumbrances of any kind or nature, whether arising under the terms of any stockholders agreement or otherwise.

ARTICLE 3

PURCHASE PRICE

3.1 Purchase Price. The aggregate purchase price (the "Base Purchase Price") for the Purchased Shares is Ninety Six Million Dollars ($96,000,000). The Base Purchase Price will be subject to adjustment (a) at Closing as provided in Section 3.3 below, and (b) following Closing as provided in Section 3.4 below.

3.2 Payment of the Purchase Price.

(a) At Closing, Purchaser shall pay to each of the Sellers an amount of cash equal to the Closing Payment multiplied by the Percentage Interest of such Seller. In addition, a portion of the Base Purchase Price shall be paid to certain creditors of the Companies as provided in Section 3.2(d). The Closing Payment to be paid to the Sellers at the Closing shall be paid by wire transfer of immediately available funds to the accounts specified in writing by Sellers, no less than one (1) Business Day prior to the Closing. For purposes of this Agreement, "Closing Payment" shall mean an aggregate amount of cash equal to (i) the Estimated Closing Purchase Price, (ii) minus the Indemnification Escrow Deposit, (iii) minus the Working Capital Escrow Deposit, (iv) minus the Closing Date Debt Amount, (v) minus the Preferred Stock Payment and (vi) minus the Option Payment. At the Closing, Purchaser shall pay the Option Payment to Holdings by wire transfer of immediately available funds.

(b) At the Closing and as security for any adjustment necessary to the Closing Working Capital, Purchaser shall remit to the Working Capital Escrow Account to be held by the Escrow Agent pursuant to the Escrow Agreement, the Working Capital Escrow Deposit, to be ultimately disbursed in accordance with Section 3.7.

(c) At the Closing and as security for Sellers' indemnification obligations set forth in Article 6, Purchaser shall remit to the Indemnification Escrow Account to be held by the Escrow Agent pursuant to the Escrow Agreement the Indemnification Escrow Deposit.

(i) On the first Business Day following the one (1) year anniversary of the Closing Date, the Escrow Agent shall deliver to Sellers' Representative, in the manner reasonably designated by Sellers to Escrow Agent in writing at least five (5) Business Days prior to such date, the amount, if any, by which: (A) fifty percent (50%) of the then aggregate amount contained in the Indemnification Escrow Account; exceeds (B) the sum of (without duplication): (I) the aggregate amount then claimed related to indemnification obligations of Sellers' Representative under this Agreement; and (II) the aggregate unpaid amount, if any, of the Purchaser Remediation Costs.

(ii) On the first Business Day following the two (2) year anniversary of the Closing Date, Escrow Agent shall deliver to Sellers' Representative, in the manner reasonably designated by Sellers to Escrow Agent in writing at least five (5) Business Days prior to such date, the amount, if any, by which: (A) the aggregate amount in the Indemnification Escrow Account; exceeds (B) the sum of (without duplication): (I) any amount of the Old Brown Tax Escrow Amount not already used to satisfy Old Brown Tax Escrow Claims; and (II) the aggregate amounts then claimed related to indemnification obligations arising under this Agreement including the aggregate unpaid amount, if any, of the Purchaser Remediation Costs; provided, that any withheld amounts pursuant to Section 3.2(c)(ii)(B)(I) may only be used to satisfy Old Brown Tax Escrow Claims, and any withheld amounts, to the extent not applied in satisfaction of such indemnification obligations, shall be paid to Sellers promptly upon resolution of such dispute.

(iii) On the first Business Day following July 15, 2013, Escrow Agent shall deliver to Sellers, in the manner reasonably designated by Sellers' Representative to Escrow Agent in writing at least five (5) Business Days prior to such date, the amount, if any, by which the then aggregate amount contained in the Indemnification Escrow Account exceeds the aggregate amount of all Old Brown Tax Escrow Claims and any other aggregate amounts then claimed related to indemnification obligations arising under this Agreement, for which a notice of claim was filed with the Escrow Agent and the Sellers' Representative prior to the second anniversary of the Closing Date; provided, that any withheld amounts then in dispute related to Old Brown Tax Escrow Claims and any other indemnification obligations, to the extent not applied in satisfaction of such Old Brown Tax Escrow Claims or such other indemnification obligations specified in such notices of claim, shall be paid to Sellers promptly upon resolution of each such dispute.

(d) Not less than two (2) Business Days prior to the Closing Date, Sellers shall deliver to Purchaser a reasonably detailed statement (the "Closing Date Debt Report") setting forth: (i) the exact amount, without duplication of each item of Debt (including interest, fees and prepayment premiums or penalties) of the Companies for borrowed money or in respect of loans or advances and other third-party financing (which, for the avoidance of doubt, will include any amount drawn on or prior to the Closing Date by a beneficiary under any Letter of Credit, but will exclude any amount relating to any Letter of Credit that has not been drawn by the beneficiary on or prior to the Closing Date) and any other Debt of the Companies evidenced by any note, bond, debenture, credit agreement or other debt security; ("Closing Date Debt"), and (ii) the exact amount of any Company Transaction Expenses remaining unpaid and outstanding as of the Closing Date (including the Persons to whom such Company Transaction Expenses are payable and the amount of the Company Transaction Expenses payable to such Persons) (the aggregate amount of such unpaid Closing Date Debt and Company Transaction Expenses reflected on the Closing Date Debt Report, the "Closing Date Debt Amount").

(e) The Closing Date Debt Amount shall be deducted from the Estimated Closing Purchase Price as contemplated by Section 3.2(a). On the Closing Date, Purchaser shall (i) repay the Closing Date Debt Amount shown on the Closing Date Debt Report to the applicable lenders and vendors or (ii) provide Holdings with sufficient cash to, and cause Holdings to, repay such amount in full to the applicable creditor; provided, however, that the responsibility for the payment of any Debt or Company Transaction Expenses not reflected on the Closing Date Debt Report shall at all times following the Closing remain with the Sellers as provided in this Agreement.

(f) Not less than two (2) Business Days prior to the Closing Date, the Sellers shall deliver to the Purchaser a reasonably detailed statement setting forth the exact amount of the Preferred Stock Payment, the identity of the Persons to whom the Preferred Stock Payment is to be paid and exact amount to be paid to each such Person. The Preferred Stock Payment shall be deducted from the Estimated Closing Purchase Price as contemplated by Section 3.2(a). At the Closing, Purchaser shall pay the Preferred Stock Payment to the Sellers by paying each Seller $100 per share plus accrued but unpaid dividends in respect of each share of Preferred Stock held by such Seller immediately prior to the Closing (with pro rata amounts payable in respect of fractional shares).

(g) Not less than two (2) Business Days prior to the Closing Date, the Sellers shall deliver to the Purchaser a reasonably detailed statement setting forth the exact amount which is required to be paid to the Option Holders at the Closing in connection with the termination and cancellation of the Options, which shall reflect the exact amount of the employer portion of all payroll and other withholding Taxes payable by Holdings to any Governmental or Regulatory Authority in connection with the payments to be made to the Option Holders on the Closing Date (the sum of the aggregate amount of the payments to be made to the Option Holders on the Closing Date, net of withholding Taxes, and the employer portion of all payroll and other withholding Taxes payable in connection with the payments to be made to the Option Holders on the Closing Date being hereinafter the "Option Payment").

(h) Not more than five (5) Business Days following the Closing Date, Purchaser will: (i) determine all Cash and Cash Equivalents of the Companies, which was on hand as of the Closing Date and maintained in banks or institutions where the actual branch office of such bank is located in the United States ("Closing Cash"); and (ii) pay via wire transfer to Sellers' Representative for further payment to Sellers in accordance with their Percentage Interest the aggregate amount of all Closing Cash, less the aggregate amount, if any, of all outstanding checks issued by the Companies out of the bank accounts where Closing Cash is located.

3.3 Working Capital Purchase Price Adjustment. As used herein, "Working Capital" means as of the Closing Date (but without giving effect to the Closing) (i) the sum of consolidated current assets of the Companies (which for the avoidance of doubt will exclude Cash or Cash Equivalents (such Cash and Cash Equivalents being addressed in Section 3.2(h) above) (1) will be trade accounts receivable, less the Companies' allowance for doubtful accounts and sales allowances and returns, in all cases determined consistent with the

Companies' historical practices and in accordance with U.S. generally accepted accounting principles (**"**GAAP**"**), miscellaneous receivables, Inventory of the Companies in the quantities determined pursuant to Section 3.4(a), less the Companies' reserves for such Inventory as of the Closing Date determined consistent with the Companies' historical practices and in accordance with GAAP, prepaid current assets of the Companies (which shall include prepaid expenses and the current portion of deposits of the Companies) all of which will be determined consistent with the Companies' historical practices and in accordance with GAAP, and (2) will not include any current or deferred income Tax assets or other Tax assets) or amounts due to the Companies from Affiliates, determined consistent with the Companies' historical practices and in accordance with GAAP, minus (ii) the sum of all consolidated current liabilities of the Companies (which, for avoidance of doubt, (1) will be trade accounts payable, accrued liabilities and other current liabilities of the Companies incurred in the Ordinary Course of Business determined consistent with the Companies' historical practices and in accordance with GAAP and (2) will not include current or deferred income Tax liabilities or other Tax liabilities or amounts involving Affiliates, Debt or Company Transaction Expenses, and any accrued interest thereon, in each case determined consistent with the Companies' historical practices and in accordance with GAAP. Notwithstanding anything to the contrary in this Section 3.3, for purposes of determining the Working Capital as of the Closing Date, current or accrued liabilities shall not include any federal or state income Tax liabilities of the Companies for the Taxable year of the Companies that includes or ends on the Closing Date, it being the intent that any such federal or state income Tax liabilities will be paid pursuant to Section 7.2 of this Agreement. The Base Purchase Price will be adjusted at Closing in respect of the Working Capital as follows:

(a) Not less than two (2) Business Days prior to Closing, Sellers will cause the Companies to prepare and deliver to Purchaser (i) an estimated consolidated balance sheet of the Companies as of the Closing Date (but without giving effect to the Closing) (the "Estimated Closing Balance Sheet"), (ii) a certificate indicating a good faith estimate of Working Capital as of the Closing Date (the "Estimated Closing Working Capital"; prepared in accordance with this Agreement, and (iii) a statement of the Estimated Closing Purchase Price payable at Closing. The Estimated Closing Balance Sheet and the Estimated Closing Working Capital will be prepared by the Companies in accordance with GAAP applied on a basis consistent with the historical practices of the Companies. The Estimated Closing Balance Sheet will show no cash on hand, with all Closing Cash being reflected as a post-closing Purchase Price adjustment pursuant to Section 3.2(h). Between the date of this Agreement and the Closing Date, the Purchaser and the Sellers in the presence of their Representatives shall conduct a sampling of work in progress to generally confirm the accuracy of items of Inventory within the work in progress. The Companies will also make available to Purchaser its explanation for determining the amount of work in progress completed and the value of such work in progress, in each case as calculated consistent with the Companies' historical practices and in accordance with GAAP. Such sampling will be conducted in a manner so as not to unreasonably interfere with the conduct of the Business.

(b) The Base Purchase Price will be: (i) increased on a dollar ($1.00) for dollar ($1.00) basis to the extent that the Estimated Closing Working Capital is

greater than Thirteen Million Three Hundred Thousand Dollars ($13.3 million) (such amount, the "Base Working Capital"), plus $350,000, and then to the full extent of the difference between Estimated Closing Working Capital and Base Working Capital; and (ii) decreased on a dollar ($1.00) for dollar ($1.00) basis to the extent that the Estimated Closing Working Capital is less than the Base Working Capital by more than $350,000, and then to the full extent of the difference between Estimated Closing Working Capital and Base Working Capital (the amount of any adjustment to the Base Purchase Price provided for by Section 3.03(b)(i) or (ii) above being hereinafter the "Estimated Working Capital Adjustment"). The Base Purchase Price, as adjusted by the Estimated Working Capital Adjustment pursuant to this Section 3.3(b), is referred to herein as the "Estimated Closing Purchase Price." If the Estimated Closing Working Capital exceeds or is less than the Base Working Capital by less than $350,000, the Estimated Closing Purchase Price shall be the Base Purchase Price. The parties acknowledge and agree that any Estimated Working Capital Adjustment shall be initially addressed by an adjustment to the Estimated Closing Purchase Price and shall not be brought by either party as a claim for disbursement from the Working Capital Escrow until the final determination of the Closing Working Capital has been agreed upon by the parties in accordance with this Agreement.

3.4 Post-Closing Working Capital Adjustment. The Base Purchase Price will be recalculated after the Closing based on a determination of the Closing Working Capital (as defined below) of the Companies as of the Closing Date and the Base Purchase Price, as so adjusted (including, if applicable, through resolution of any dispute as to the amount of any such adjustment as provided for in Sections 3.5 and 3.6 below) shall hereinafter be referred to as the "Closing Purchase Price". Following the final determination of the Closing Purchase Price, the amounts, if any, required to be paid by Purchaser to Sellers or by Sellers to Purchaser shall be determined pursuant to Section 3.7. The post-closing adjustments to the Base Purchase Price for purposes of calculating the Closing Purchase Price shall be calculated as follows:

(a) The Sellers shall, on the Closing Date, conduct a physical inventory of the Inventory (except for work in progress which will be handled as described below), including a one hundred percent (100%) count of all raw materials and finished goods. On the Closing Date, the Purchaser and the Sellers in the presence of their Representatives shall conduct a physical inventory of work in progress for jobs valued at $25,000 or more so that the parties can generally confirm the presence of items of Inventory constituting such work in progress. The work in progress as of the Closing Date will be recorded on the Company's Closing Date Balance Sheet based on the quantities of Inventory (including work in progress) on hand (wherever located) and determined by the Purchaser and Sellers' Representative as of the Closing Date. The Inventory will be valued consistent with the Company's historical practices and in accordance with GAAP to reflect the value of such Inventory as of the Closing Date. Thereafter, as soon as practicable, but not later than the end of the ninety (90) day period beginning on the first day following the Closing Date, Purchaser will prepare and deliver to Sellers' Representative (i) a consolidated balance sheet of the Companies as of the Closing Date (the "Closing Balance Sheet"), (ii) a certificate, signed by the President of Purchaser, indicating the Working Capital

as of the Closing Date (the "Closing Working Capital") (but without giving effect to the Closing), in each case in accordance with GAAP applied on a basis consistent with the historical practices of the Companies, and (iii) a recalculation of the Base Purchase Price based on the Purchaser's calculation of the Closing Working Capital. For purposes of this Agreement, the amount of the Base Purchase Price as recalculated by Purchaser pursuant to this Section 3.4(a) in connection with the determination of the Closing Purchase Price is referred to as the "Purchaser's Closing Purchase Price". The Inventory including the quantities of work in progress to be contained in the Closing Balance Sheet and to be used in calculating the Closing Purchase Price shall be valued consistent with the Companies' historical practices, in accordance with GAAP and valued as of the Closing Date. The aggregate out-of-pocket fees and expenses incurred by the Companies in connection with the preparation of the Estimated Closing Balance Sheet and the calculation of the Estimated Closing Working Capital shall be paid as Company Transaction Expenses. The aggregate out-of-pocket fees and expenses incurred in the preparation of the Closing Balance Sheet and the calculation of the Closing Working Capital shall be paid by Purchaser.

(b) Subject to Sections 3.5 and 3.6 of this Agreement:

(i) If the Closing Working Capital exceeds the Base Working Capital by $350,000 or more, the Closing Purchase Price shall be equal to the Base Purchase Price, increased on a dollar ($1.00) for dollar ($1.00) basis by an amount equal to the amount by which the Closing Working Capital exceeds the Base Working Capital;

(ii) If the Closing Working Capital exceeds the Base Working Capital by less than $350,000, the Closing Purchase Price shall be equal to the Base Purchase Price;

(iii) If the Closing Working Capital is less than the Base Working Capital by $350,000 or more, the Closing Purchase Price shall be equal to the Base Purchase Price, reduced on a dollar ($1.00) for dollar ($1.00) basis by an amount equal to the amount by which the Base Working Capital exceeds the Closing Working Capital; and

(iv) If the Closing working Capital is less than the Base Working Capital by less than $350,000, the Closing Purchase Price will be equal to the Base Purchase Price.

3.5 Negotiation of Purchase Price Adjustment. With respect to the delivery of the Working Capital calculations pursuant to Section 3.4, not later than twenty-five (25) days following Sellers' Representative's receipt of the Closing Balance Sheet, Closing Working Capital certificate and Purchaser's Closing Purchase Price from Purchaser, which shall include a reasonably detailed methodology of the Purchaser's Closing Purchase Price calculation, Sellers' Representative will deliver to Purchaser and Escrow Agent a written notice setting forth Sellers' disputes, if any, with Purchaser's determination of Closing Working Capital or Purchaser's

Closing Purchase Price, which written notice shall include a statement of the Sellers' Representative's recalculation of the Base Purchase Price in connection with the determination of the Closing Purchase Price (such recalculation of the Base Purchase Price by Sellers' Representative being hereinafter the "Sellers Closing Purchase Price"). In the event that the Sellers' Representative fails to deliver written notice of any dispute with the Purchaser's determination of the Closing Working Capital to the Purchaser within twenty five (25) days following Sellers' Representative's receipt of the Closing Balance Sheet, Closing Working Capital certificate and Purchaser's Closing Purchase Price, the Closing Balance Sheet, the Closing Working Capital and the Purchaser's Closing Purchase Price as calculated by the Purchaser shall be final and binding on the parties and the Closing Purchase Price shall be deemed to be the Purchaser's Closing Purchase Price. In the event that the Sellers' Representative delivers written notice of any dispute with the Purchaser's determination of the Closing Working Capital, Closing Balance Sheet or Purchaser's Closing Purchase Price to the Purchaser within twenty five (25) days following Sellers' Representative's receipt of any such items, Purchaser and Sellers' Representative shall have a period of ten (10) Business Days beginning on the first day following the date on which Sellers' Representative's delivers written notice of its dispute to Purchaser to attempt in good faith to resolve any differences. During such ten (10) Business Day period, Purchaser and Sellers' Representative shall be entitled to review the working papers of the other with respect to the determination of the Closing Balance Sheet, Closing Working Capital and the Closing Purchase Price. If Purchaser and Sellers' Representative are able to resolve their differences relating to the amount of the Closing Balance Sheet, Closing Working Capital and Purchaser's Closing Purchase Price, the agreement between the Sellers' Representative and the Purchaser as to the amount of the Closing Balance Sheet, Closing Working Capital and the amount of the Closing Purchase Price shall be set forth in writing and the Closing Balance Sheet, Closing Working Capital and Closing Purchase Price as so determined shall be final and binding on the parties. If Purchaser and Sellers' Representative are unable to resolve any such objections within such ten (10) Business Day period, then the issues in dispute will be submitted for resolution in accordance with the procedures set forth in Section 3.6 below.

3.6 Resolution of Disputes by Referee.

(a) If Purchaser and Sellers' Representative have a dispute with respect to the Closing Working Capital or the Purchaser's Closing Purchase Price and are unable to resolve the dispute as provided above, then in each case the issue(s) in dispute will be submitted for resolution to an independent accounting firm of at least a regional reputation to be selected jointly by Purchaser and Sellers' Representative (the "Referee"). The Referee shall determine the item(s) and amount in dispute within thirty (30) days after the dispute is submitted to it in accordance with this Agreement. If issue(s) in dispute are submitted to the Referee for resolution, (i) each of Purchaser and Sellers' Representative will furnish to the Referee such work papers and other documents and information relating to the disputed issue(s) as the Referee may request and are available to such party (or its independent public accountants) and will be afforded the opportunity to present to the Referee any material relating to the determination of the issue(s) in dispute and to discuss such determination with the Referee; and (ii) the determination by the Referee of the issue(s) in dispute, as set forth in a written notice delivered to both parties by the Referee, will be binding and

conclusive on Purchaser and Sellers; provided, that the Referee shall not assign a value to any item greater than the greatest value for such item, or lower than the lowest value of such item, claimed in any notice of disagreement presented to the such Referee pursuant hereto.

(b) In the event Purchaser and Sellers' Representative submit any unresolved disputed issue(s) to the Referee for resolution, Purchaser and Sellers shall share responsibility for the fees and expenses of the Referee as follows:

(i) if the Referee resolves all of the remaining objections in favor of Purchaser's position (the amount as so determined is referred to herein as the "Low Value"), then Sellers shall be responsible for all of the fees and expenses of the Referee;

(ii) if the Referee resolves all of the remaining objections in favor of Sellers' position (the amount as so determined is referred to herein as the "High Value"), then Purchaser shall be responsible for all of the fees and expenses of the Referee; and

(iii) if the Referee neither resolves all of the remaining objections in favor of Purchaser's position nor resolves all of the remaining objections in favor of Sellers' position (the amount as so determined is referred to herein as the "Actual Value"), Sellers shall be responsible for that fraction of the fees and expenses of the Referee equal to (x) the difference between the High Value and the Actual Value over (y) the difference between the High Value and the Low Value, and Purchaser shall be responsible for the remainder of the fees and expenses of the Referee.

3.7 Payment of Closing Purchase Price Adjustment.

(a) The amount, if any, which shall be paid by Purchaser to Sellers or by Sellers to Purchaser in connection with any adjustments made to the Base Purchase Price to calculate the Closing Purchase Price shall be determined by comparing the Estimated Closing Purchase Price to the Closing Purchase Price.

(b) If the Closing Purchase Price is equal to the Estimated Closing Purchase Price, the Purchaser and Sellers' Representative shall cause the Escrow Agent to release the entire amount contained in the Working Capital Escrow Account to Sellers no later than the end of the five (5) Business Day period beginning on the first Business Day following the final determination of the Closing Purchase Price (such day being hereinafter the "Final Payment Date") and no further payment shall be due from Purchaser to Sellers or from Sellers to Purchaser.

(c) If the Closing Purchase Price exceeds the Estimated Closing Purchase Price, the Purchaser and the Sellers' Representative shall cause the Escrow Agent to release the entire amount contained in the Working Capital Escrow Account to Sellers no later than the Final Payment Date and the Purchaser shall, no later than the Final Payment Date, pay to the Sellers the amount by which the Closing Purchase Price

exceeds the Estimated Closing Purchase Price by wire transfer of immediately available funds.

(d) If the Estimated Closing Purchase Price exceeds the Closing Purchase Price by an amount which is less than or equal to One Million Dollars ($1,000,000.00), the Purchaser and Sellers' Representative shall, no later than the Final Payment Date, cause the Escrow Agent to release to the Purchaser from the Working Capital Escrow Account, the amount by which the Estimated Closing Purchase Price exceeds the Closing Purchase Price and, no later than the Final Payment Date, cause the Escrow Agent to release to the Sellers the entire remaining balance in the Working Capital Escrow Account.

(e) If the Estimated Closing Purchase Price exceeds the Closing Purchase Price by more than One Million Dollars ($1,000,000.00), the Purchaser and Sellers' Representative shall, no later than the Final Payment Date, cause the Escrow Agent to release to the Purchaser, the entire amount contained in the Working Capital Escrow Account and each of the Sellers shall, no later than the Final Payment Date, pay to the Purchaser by wire transfer of immediately available funds to an account specified by Purchaser in writing, their respective Percentage Interests of the amount by which: (i)(A) the Estimated Closing Purchase Price; minus (B) the Closing Purchase Price; exceeds (ii) One Million dollars ($1,000,000.00).

(f) If the Sellers' Representative delivers written notice of a dispute as to the Closing Balance Sheet, the Closing Working Capital certificate and the Purchaser's Closing Purchase Price to Purchaser and the Estimated Closing Purchase Price exceeds the Purchaser's Closing Purchase Price by an amount which is less than One Million Dollars ($1,000,000.00): (i) the Purchaser and Sellers' Representative shall promptly cause the Escrow Agent to release to the Seller an amount of the Working Capital Escrow Account equal to the amount the Purchaser's Closing Purchase Price exceeds the Estimated Closing Purchase Price; and (ii) the remaining portion of the Working Capital Escrow Deposit shall be disbursed in accordance with the final determination of Closing Working Capital pursuant to this Agreement such that the final total disbursements to both parties complies with paragraphs (a) through (d) above, as the case may be.

3.8 Options. Immediately prior to the Closing, each option to purchase common stock of Holdings, whether vested or unvested (each, an "Option"), shall be cancelled and terminated pursuant to the terms of the option termination agreements ("Option Termination Agreements") to be delivered by the holders of such Options ("Option Holders") to Holdings on or prior to the Closing Date. As further provided in such Option Termination Agreements, each such cancelled Option shall be converted into the right of each holder thereof to receive, for each share of Common Stock issuable under an Option, and subject to all applicable tax withholdings, an amount equal to the excess, if any, of (a) the Per Share Common Closing Payment, less (b) the exercise price payable in respect of such share of Holdings common stock issuable under such Option, plus if and when payable after the Closing, an amount equal to such Option Holder's *pro rata* share of the amount held in the Indemnification Escrow Account, any Post-Closing Working Capital Adjustment (as provided in Section 3.4) and any payments in respect of

the Closing Date Tax Benefits and Closing Cash. Such amount (other than any amount to be paid to the Option Holders out of the Escrow Accounts or in connection with the final determination of Closing Working Capital and Closing Cash) together with the full amount of the employer portion of any payroll or other withholding taxes payable by Holdings in connection with the payments to be made to the Option Holders on the Closing Date shall be paid by Purchaser to Holdings for further disbursement, on the Closing Date to the Option Holders and, with respect of the employer portion of any payroll or other withholding taxes payable in connection with the payments made by Holdings to the Option Holders on the Closing Date, to the applicable Governmental or Regulatory Authorities as required by Applicable Law. The Option Holders are hereby deemed "Sellers" for purposes of indemnification obligations pursuant to this Agreement, and, as such, each Option Holder shall be entitled to its respective Percentage Interest in the Indemnification Escrow Account, the Working Capital Escrow Account any Closing Cash, and any Closing Date Tax Benefits.

3.9 Withholding Rights. Holdings shall be entitled to deduct and withhold from any amounts payable pursuant to Section 3.8 of this Agreement such amounts as are required to be deducted and withheld under the Code or any other applicable Law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made, and any Tax deduction attributable to the payments under Section 3.8 shall be treated as Closing Date Tax Benefits. Notwithstanding the foregoing, provided that Purchaser pays the amount of the Option Payment to Holdings on the Closing Date as required by Section 3.2(a), in no event shall Holdings, Brown or any of their Affiliates be obligated to pay or liable for any employer portion of any Taxes which may be payable in connection with any payments made to the Option Holders after the Closing Date pursuant to this Agreement.

3.10 Tax Treatment. Purchaser and Seller agree that the Base Purchase Price, as finally determined and paid (including the post-Closing adjustments), shall be a payment by the Purchaser to the Shareholders and the Option Holders for the Purchased Shares and under the Option Termination Agreements. All Parties shall report the transactions under this Agreement consistently for all Tax purposes.

ARTICLE 4

CLOSING MATTERS

4.1 Closing. Upon the terms and subject to the conditions of this Agreement, the Closing shall take place beginning at 9:00 a.m. (local time) at the offices of Wildman, Harrold, Allen & Dixon LLP in Chicago, Illinois, on April 1, 2011 or such other date following the satisfaction or waiver, if permissible, of the conditions to the Closing set forth in Article 10 hereof (other than those conditions to be satisfied on the Closing Date) (the "Closing Date"). All documents delivered and all transactions consummated at the Closing are deemed for all purposes to have been delivered and consummated effective as of the Effective Time.

4.2 Prior to Closing. Other than with respect to the Closing Date Debt, the Companies shall have discharged, at their sole cost and expense, prior to the Closing Date, all mortgages, deeds of trust, financing statements and other instruments evidencing or securing the

repayment of Debt, judgment liens and other liens of a liquidated amount evidencing a monetary obligation (excluding Permitted Liens) and all obligations to any Affiliates.

4.3 Deliveries at Closing.

(a) Deliveries of Sellers. At the Closing, Sellers are delivering or causing to be delivered to Purchaser the following:

(i) duly executed counterparts of this Agreement and the Related Agreements;

(ii) the original stock certificates evidencing the Purchased Shares coupled with stock powers duly endorsed in blank;

(iii) evidence of the receipt of the consents identified on Section 5.1(c) of the Disclosure Schedules that Sellers have received as of the Closing Date;

(iv) to the extent their transfer is permitted under applicable Laws or to the extent notification, modification, amendment or transfer is required under applicable Laws as a result of the consummation of the transactions contemplated by this Agreement, such duly executed documents as are required to provide notice, amend, transfer or otherwise modify all Permits held by the Companies in the conduct of the Business, including the Permits listed on Section 5.1(k) of the Disclosure Schedules;

(v) an agreement, executed by the Sellers, providing for the full, complete, absolute and irrevocable termination, without any continuing effectiveness whatsoever of that certain shareholders agreement, dated August 25, 2008 and made by and among the Sellers (the "Stockholders Agreement");

(vi) true, correct and complete copies of the Option Termination Agreements, in form and substance reasonably satisfactory to Purchaser;

(vii) a Certificate executed on behalf of the Company by its President or Chief Executive Officer, certifying the matters in Section 10.1(a);

(viii) evidence reasonably satisfactory to Purchaser that all Liens on assets of the Companies (other than Permitted Liens) shall have been released prior to the Closing, shall be released simultaneously with the Closing or, with respect to Liens related to Closing Date Debt, shall be released upon payment of the applicable amount set forth in the Closing Date Debt Report following the Closing;

(ix) the Closing Date Debt Report contemplated by Section 3.2(c);

(x) a certificate duly executed by the Secretary of each of the Companies, attaching correct and complete copies of the Organizational Documents;

(xi) the Estimated Closing Balance Sheet;

(xii) an agreement, executed by the applicable Sellers, providing for the full, complete, absolute and irrevocable termination, without any continuing effectiveness whatsoever of all Management Rights Agreements dated August 25, 2008 made by and among the Companies and certain of the Sellers (the "Management Rights Agreements");

(xiii) an agreement, executed by the applicable Sellers, providing for the full, complete, absolute and irrevocable termination, without any continuing effectiveness whatsoever of that certain Senior Subordinated Notes and Share Purchase Agreement dated August 25, 2008 made by and among the Companies and certain of the Sellers (the "Senior Subordinated Notes and Share Purchase Agreement");

(xiv) resignations of the Companies' officers and directors in a form reasonably acceptable to Purchaser and such officers and directors as long as such resignations will in no way impact the officers' employment agreements with the Companies; and

(xv) such other duly executed documents, instruments and certificates as may be reasonably required to be delivered to Purchaser by Sellers pursuant to the terms of this Agreement.

(b) Deliveries by Purchaser. At the Closing, Purchaser is delivering or causing to be delivered the following:

(i) To Sellers, a wire transfer to Sellers' accounts, in the amount of the Closing Payment;

(ii) To Sellers, duly executed counterparts of this Agreement and the Related Agreements;

(iii) To Sellers, certified copies of resolutions of the directors of Purchaser authorizing the execution, delivery and performance of this Agreement and the Related Agreements; and such other duly executed documents, instruments and certificates as may be required to be delivered by Purchaser pursuant to the terms of this Agreement;

(iv) To Holdings, by wire transfer of immediately available funds, the Option Payment; and

(v) To the Companies' lenders or Acstar Insurance, as applicable, standby letters of credit to replace the Companies' standby letters of credit in form and substance acceptable to the Companies' lenders, Acstar Insurance and Sellers' Representative.

4.4 Further Assurances and Cooperation.

(a) Further Assurances. Subject to the terms and conditions of this Agreement, at any time and from time to time after the Closing, at a party's reasonable request, the other party will use its Best Efforts to execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation, and assumption, and to provide such materials and information and to take such other actions as the other party may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Purchaser the Purchased Shares.

(b) Post Closing Access to Books and Records. Following the Closing, Purchaser and Sellers' Representative will afford each other, and their respective Representatives, during normal business hours, reasonable access to books and records in its possession with respect to periods through the Closing and the right to make copies and extracts therefrom to the extent that such access may be reasonably required by the requesting party in connection with (i) the preparation of Tax Returns, (ii) any Tax audit, Tax protest or other proceeding relating to Taxes, or (iii) compliance with the requirements of any Governmental or Regulatory Authority. Neither Purchaser nor Sellers' Representative may, for a period of five (5) years after the Effective Time or while a Claim for indemnification under this Agreement is pending, destroy or otherwise dispose of any such books, records and other data unless such party first offers in writing to surrender such books, records and other such data to the other party and such other party does not agree in writing to take possession thereof during the thirty (30) day period after such offer is made. Purchaser and Sellers' Representative further will reasonably cooperate with each other in the conduct of any audit or other proceeding related to Taxes involving the Business. This reasonable cooperation does not include payment to attorneys, accountants or other professional advisors in connection with such cooperation.

(c) Cooperation. If, in order to properly prepare its Tax Returns or other documents or reports required to be filed with any Governmental or Regulatory Authority, it is necessary that either Purchaser or Sellers' Representative be furnished with additional information, documents or records relating to, the Business or the Purchased Shares and such information, documents or records are in the possession or control of the other party, such other party will use its Best Efforts to furnish or make available such information, documents or records (or copies thereof) to the recipient party at the recipient party's reasonable request and at the recipient party's cost and expense.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLERS

5.1 Representations and Warranties of Sellers. Sellers represent and warrant severally, in accordance with their Percentage Interest, except as otherwise noted, to Purchaser that:

(a) Organization and Existence.

(i) Each of Holdings and Brown is (A) a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and Ohio respectively (B) qualified to do business as a foreign corporation in each state in which the ownership of its assets and/or the conduct of its business requires it to be so qualified, and (C) in good standing in each such state.

(ii) Except as set forth on Section 5.1(a)(ii) of the Disclosure Schedules, each of the Companies has full power and authority to own or lease all of its assets and to operate its business as currently conducted by it and to carry on its Business as and where such assets are now owned or leased and its Business is now conducted.

(iii) On or prior to the date hereof, Sellers have delivered to Purchaser a true, correct and complete table of the authorized capital stock and the issued and outstanding shares of Holdings together with the identity of each holder of any shares of capital stock of Holdings as well as the number and class of shares of capital stock of Holdings owned by each such holder. Except as set forth in Section 5.1(a)(iii) of the Disclosure Schedules, no shares of capital stock of Holdings are issued and outstanding. On or prior to the date hereof, Sellers have delivered to Purchaser a true, correct and complete list of the identities of each Option Holder and the number and class of shares of capital stock of Holdings which each such Option Holder is entitled to purchase pursuant to the Options held by such Option Holder. Holdings is the beneficial and record holder of all of the issued and outstanding shares of the capital stock of Brown.

(iv) All of the issued and outstanding shares of the capital stock of Holdings have been duly authorized, validly issued, fully paid and are nonassessable and are not subject to, and were not issued in violation of, any preemptive rights. Except as previously disclosed to Purchaser by Sellers, the shares of Common Stock and Preferred Stock are owned free and clear of any Liens, encumbrances, rights of refusal, restrictions on transfer or other charges or restrictions of any kind or nature, including, but not limited to, rights of refusal, restrictions on transfer and rights of preemption and other charges and encumbrances arising under the Stockholders Agreement and, upon transfer of the shares of Common Stock and Preferred Stock, the Purchaser will acquire such shares of Common Stock and Preferred Stock free and clear of all Liens, encumbrances, rights of refusal, restrictions on transfer or other charges or restrictions of any kind or nature including, but not limited to, rights of refusal, restrictions on transfer and rights of preemption and other charges and encumbrances arising under the Stockholders Agreement. The Persons previously identified to the Purchaser as being the holders of shares of Common Stock and Preferred Stock are the record and beneficial owners of the shares of Common Stock and Preferred Stock.

(v) All of the issued and outstanding shares of the capital stock of Brown have been duly authorized, validly issued, fully paid and are nonassessable and are not subject to, and were not issued in violation of, any preemptive rights. Except as set forth in Section 5.1(a)(v) of the Disclosure Schedules, all of the issued and outstanding shares of the capital stock of Brown are owned by Holdings free and clear of any Liens, encumbrances, rights of refusal, restrictions on transfer or other charges or restrictions of any kind or nature.

(vi) No other securities of any class of the capital stock of Holdings, and no other ownership interests in Holdings or Brown are issued, reserved for issuance or outstanding, except as set forth in Section 5.1(a)(v) of the Disclosure Schedules. Except as set forth in Section 5.1(a)(v) of the Disclosure Schedules and except for the options previously disclosed to the Purchaser on or prior to the date hereof, there are no outstanding or authorized offers, subscriptions, conversion rights, options, warrants, rights, convertible or exchangeable securities, stock appreciation, phantom stock, profit participation, understandings, claims of any character, obligations or other agreements or commitments of any nature, whether formal or informal, firm or contingent, written or oral, relating to the capital stock of, or other equity or voting interests in, Holdings or Brown pursuant to which Holdings or Brown is or may become obligated to: (A) issue, deliver, sell or transfer, or cause to be issued, delivered, sold or transferred, any shares of its capital stock or other ownership or voting interests in or securities of it or any of its Affiliates (whether debt, equity, or a combination thereof); (B) grant, extend, issue, deliver or enter into any such agreements or commitments; or (C) repurchase, redeem or otherwise acquire any capital stock or other ownership interests in or securities of it or any of its Affiliates.

(vii) All subsidiaries of the Companies are set forth in Section 5.1(a)(vii) of the Disclosure Schedules.

(viii) On or prior to the date hereof, Sellers have delivered to Purchaser a true, complete and correct list of all stock ownership of The D.S. Brown Company, an Ohio corporation, n/k/a Brown Old Bridge Co. ("Old Brown") by any stockholder or any member of the Company Group.

(b) Authority and Approval. Each Seller represents and warrants, for himself, herself or itself: (i) that he, she or it has the power to enter into this Agreement and the Related Agreement, to which he, she or it is a party and to perform his, her or its obligations thereunder, (ii) this Agreement and the Related Agreement to which he, she or it is a party have been duly executed and delivered by him, her or it, (iii) he, she or it is the record and beneficial owner of that number of the Purchased Shares set forth opposite his, her or its name on the list provided by Sellers to Purchaser as contemplated by Section 5.1(a)(iii) herein and (v) when executed and delivered, this Agreement and the Related Agreement will constitute a valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms. If Seller is not a natural Person, it represents and warrants, for itself, that the execution, delivery and performance by it of this Agreement and the

Related Agreement to which it is a party, and the consummation by it of the transactions contemplated herein and therein, have been duly authorized by all required action on its part.

(c) No Conflict.

(i) Each Seller, for himself, herself or itself, represents and warrants that (A) the execution and delivery by such Seller of this Agreement and the Related Agreement to which he, she or it is a party (when so executed and delivered), and such Seller's compliance with the terms and conditions hereof and thereof, and the consummation by such Seller of the transactions contemplated hereby and thereby, do not and will not (A) violate its Organizational Documents, if such Seller is not a natural Person, (B) subject to obtaining the authorizations referred to in Section 5.1(d), violate any provision of, or require any consent, authorization, or approval under, any Law, Order or Contract applicable to such Seller, or (C) result in the creation of any Lien, charge or other encumbrance upon the Purchased Shares.

(ii) The execution and delivery of this Agreement and the Related Agreement (when so executed and delivered), and Sellers' compliance with the terms and conditions hereof and thereof, and the consummation by Sellers of the transactions contemplated hereby and thereby, do not and will not (A) violate the Organizational Documents of any of the Companies, (B) to Sellers' Knowledge, subject to obtaining the authorizations referred to in Section 5.1(d), violate any provision of, or require any consent, authorization, or approval under, any Law or Order applicable to any of the Companies, (C) to Sellers' Knowledge, except as set forth in Section 5.1(c) of the Disclosure Schedules, violate, result in a breach of, constitute a default under, accelerate or permit the acceleration of the performance required by, or require any consent, authorization, or approval under, any Material Contract or Permit to which any of the Companies is a party or by which any of the Companies is bound or to which any of the assets or properties of any of the Companies are subject, or (D) result in the creation of any Lien, charge or other encumbrance upon the Purchased Shares or any Lien upon the assets or properties of any of the Companies.

(d) Governmental Approvals and Filing. Except as disclosed in Section 5.1(d) of the Disclosure Schedules and other than the filing of a Notification and Report Form under the HSR Act, no consent, authorization, approval or action of, filing with, notice to, or exemption from any Governmental or Regulatory Authority is required on the part of any Seller or any of the Companies is required in connection with the execution, delivery and performance of this Agreement or the Related Agreement or the consummation of the transactions contemplated hereby or thereby.

(e) Financial Statements.

(i) Sellers have made available to Purchaser copies of (A) the audited consolidated balance sheets of Holdings as of October 31, 2008, October 31, 2009

and October 31, 2010 and the related consolidated statements of income and cash flow for the periods then ended and (B) the unaudited consolidated balance sheet of Holdings as of February 28, 2011, and the related consolidated statements of income, and cash flow for the four (4) month period then ended (the "Interim Financial Statements") (collectively, the "Financial Statements"). The audited Financial Statements fairly present in all material respects (x) the financial condition and results of operations, and cash flow of the Business at and as of the dates thereof and for the periods covered thereby, and (y) the unaudited Interim Financial Statements were prepared and compiled in accordance with GAAP applied on a consistent basis throughout the periods indicated and do not include footnotes or normal year end adjustments, but include adjustments necessary for the fair presentation, in all material respects, of the financial condition of the Companies and the results of operations of the Companies as of the dates thereof or for the periods covered thereby.

(ii) Except as and to the extent reflected on the balance sheet included in the Interim Financial Statements (the "Interim Balance Sheet"), in Section 5.1(e) of the Disclosure Schedules, or as provided by Sellers to Purchaser on or prior to the date hereof, the Companies have no material Liabilities other than Liabilities incurred after the date of the Interim Balance Sheet in the Ordinary Course of Business or in connection with the transactions contemplated hereby. Except for allowances for doubtful accounts and sales allowances and returns, the Companies do not record any other reserves against accounts receivable.

(f) Legal Proceedings. Section 5.1(f) of the Disclosure Schedules contains a list of each charge, claim, audit, lawsuit, arbitration or other legal or administrative proceeding to which any of the Companies is currently or, in the last three (3) years has been, a party in which the amount of the Damages recovered or sought to be recovered by or from any of the Companies exceeds or exceeded Five Thousand Dollars ($5,000.00). Except as disclosed in Section 5.1(f) of the Disclosure Schedules:

(i) There is no pending, or to the Knowledge of the Companies, threatened claim, litigation, proceeding or Order of any Governmental or Regulatory Authority or governmental investigation relating to any of the Companies or any of their respective officers or directors;

(ii) There are no lawsuits or arbitrations pending, or to the Knowledge of the Companies, threatened against any Seller or any of the Companies or any of their respective officers or directors that would reasonably be expected (A) to have a Business Material Adverse Effect, (B) to adversely affect the validity or enforceability of this Agreement or any of the Related Agreements against Sellers or adversely affect the ability of Sellers to consummate the transactions contemplated by this Agreement, or (C) result in the issuance of an Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Agreement; and

(iii) There are no Orders outstanding against any Seller or any of the Companies which would adversely affect the ability of any Seller to consummate the transactions contemplated by this Agreement.

(g) Employee Benefit Plans.

(i) Section 5.1(g)(i) of the Disclosure Schedules sets forth a true and complete list of each "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and any other plan, policy, program, practice, agreement or arrangement (whether written or oral) providing compensation or other benefits to any current or former director, officer, employee or consultant (or to any dependent or beneficiary thereof) of the Companies (or any of them), which are now, or were within the past two years, maintained, sponsored or contributed to by the Companies (or any of them), or under which the Companies (or any of them) have any obligation or liability, whether actual or contingent, including, without limitation, all incentive, bonus, deferred compensation, severance, vacation, holiday, cafeteria, medical, disability, stock purchase, stock option, stock appreciation, phantom stock, restricted stock or other stock-based compensation plans, policies, programs, practices or arrangements (each an "Employee Benefit Plan").

(ii) With respect to each Employee Benefit Plan currently in effect, Sellers have delivered or made available to Purchaser or its Representatives true, correct and complete copies of, to the extent applicable, (a) each written Employee Benefit Plan, (b) all summary plan descriptions, (c) the most recent annual reports (Form 5500 series, with all applicable attachments) filed with the DOL with respect to such Employee Benefit Plan, (d) the most recent financial statement relating to such Employee Benefit Plan, (e) the most recent determination or opinion letter, if any, issued by the IRS with respect to any Employee Benefit Plan and (f) all related trust agreements, insurance contracts, and other funding arrangements that implement each such Employee Benefit Plan.

(iii) Each Employee Benefit Plan has been maintained, funded and administered in all material respects in accordance with its terms and all applicable Laws, including ERISA and the Code. To the Knowledge of the Companies, no event has occurred that could subject the Companies (or any of them) to any material liability (other than for routine benefit liabilities) under the terms of, or with respect to, such Employee Benefit Plans, ERISA, the Code or any other applicable Law. None of the Companies has made any express or implied commitment to modify, change or terminate any Employee Benefit Plan which it has maintained, sponsored or contributed to other than a modification, change or termination required by Law.

(iv) Each Employee Benefit Plan which is intended to qualify under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualified status. To the Knowledge of the Companies, there has been no prohibited transaction (within the meaning of Section 406 of

ERISA or Section 4975 of the Code, other than a transaction that is exempt under a statutory or administrative exemption) with respect to any Employee Benefit Plan that could result in a material liability to the Companies (or any of them). No action, suit, proceeding, hearing or investigation with respect to the investment of the assets of any such Employee Benefit Plan (other than claims for benefits in the ordinary course) is pending or, to the Knowledge of the Companies (or any of them) and the Companies (or any of them) Subsidiaries, threatened.

(v) There is no Employee Benefit Plan that is subject to Title IV of ERISA, and there is no Employee Benefit Plan which is a "multiemployer plan," as such term is defined in Section 3(37) of ERISA, or which is covered by Section 4063 or 4064 of ERISA.

(vi) No amount that could be received (whether in cash or property or the vesting of property) as a result of the consummation of the transactions contemplated by this Agreement by any employee, officer or director of the Companies (or any of them) who is a "disqualified individual" (as such term is defined in proposed Treasury Regulation Section 1.280G-1) under any Employee Benefit Plan could be characterized as an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code).

(vii) Except as required by Law, no Employee Benefit Plan provides any of the following post-employment or retiree benefits to any person: medical, disability or life insurance benefits. Except as set forth in Section 5.1(g)(vii) of the Disclosure Schedules, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, entitle any current or former employee or officer or director of any of the Companies to any severance pay, unemployment compensation, incentive or transaction bonus, bonus to stay or other payment or accelerate the time of payment or vesting or increase the amount of compensation due to any such officer, director or employee.

(viii) All required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each such Employee Benefit Plan. The requirements of COBRA have been met in all respects with respect to each such Employee Benefit Plan and each Employee Benefit Plan maintained by an ERISA Affiliate that is an Employee Welfare Benefit Plan subject to COBRA.

(ix) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such Employee Benefit Plan that is an Employee Pension Benefit Plan, and all contributions for any period ending on or before the Closing Date that are not yet due have been made to each such Employee Pension Benefit Plan or accrued in accordance with the historical custom and practice of the Companies (or any of them).

(x) The Companies do not, nor does any ERISA Affiliate, contribute to, have any obligation to contribute to, or have any material Liability under or with respect to any Employee Pension Benefit Plan that is a "defined benefit plan" (as defined in ERISA Section 3(35)).

(h) Title Sufficiency of Assets. Except as set forth on Section 5.1(h) of the Disclosure Schedules, each of the Companies has good and marketable title to all of its assets, including its personal property, and all personal property of each of the Companies is in satisfactory operating condition, ordinary wear and tear excepted. The assets, properties and rights of the Companies are sufficient in all material respects to permit the Companies to continue to conduct the Business after the Closing Date in substantially the same manner as the business has been conducted immediately prior to the date hereof.

(i) Intellectual Property. Section 5.1(i) of the Disclosure Schedules contains a complete and correct list of all of the following Company Intellectual Property and indicates the owner of such Company Intellectual Property: (A) Patents, (B) registered Trademarks and applications therefor and unregistered Trademarks, (C) registered Copyrights and applications therefor, (D) Internet domain names, and (E) Software. Information has been provided by Sellers to Purchaser on or prior to the date hereof regarding, and Section 5.1(i) of the Disclosure Schedules lists, all Contracts to which any of the Companies is a party and pursuant to which any Company Intellectual Property is licensed to or by any of the Companies.

(i) Except as set forth in Section 5.1(i) of the Disclosure Schedules, no Company Intellectual Property identified in Section 5.1(i) of the disclosure Schedules has lapsed, expired, or been abandoned, disclaimed, withdrawn, the subject of any holding, declaration or final judgment of invalidity or final judgment of unenforceability, the subject of a refusal to reissue by any domestic or foreign governmental agency, including, without limitation, the United States Patent and Trademark Office or canceled within the past twelve (12) months;

(ii) Except as set forth in Section 5.1(i) of the Disclosure Schedules, no claim has been asserted and, to the Knowledge of the Companies, no claim has been threatened by any Person (A) relating to the use by the Companies of any of the Company Intellectual Property; (B) against any of the Companies claiming that the operation of the Business and/or the possession or use of the Company Intellectual Property infringes, misappropriates, violates or otherwise conflicts with any Intellectual Property right of any Person; or (C) challenging the ownership, enforceability or validity of any of the Company Intellectual Property;

(iii) Other than the Intellectual Property licensed pursuant to a Contract listed on Section 5.1(i) of the Disclosure Schedules, the Companies own the entire right, title and interest to and in, and have the right to use, free and clear of all licenses, restrictions and Liens (other than Permitted Liens), the Company Intellectual Property identified in Section 5.1(i) of the Disclosure Schedules; and

(iv) Other than the Company Intellectual Property listed on Section 5.1(i) of the Disclosure Schedules, there are no items of Intellectual Property that are necessary to the conduct of the business of the Companies as of the Effective Time.

(j) Material Contracts.

(i) A list of all of the following Contracts to which any of the Companies is a party ("Material Contracts") has been provided by Sellers to Purchaser on or prior to the date hereof:

(a) Contracts which involve the payment or receipt by any of the Companies of money or property having a value in excess of $100,000 in the aggregate in any period of twelve (12) consecutive months and which are not terminable on not less than thirty (30) days' notice without penalty or premium;

(b) All Contracts involving commitments to other Persons extending beyond one year from the date hereof to make capital expenditures;

(c) Any written employment, confidentiality, non-competition, severance or termination agreements as to employees or consultants, notwithstanding any minimum dollar amount threshold;

(d) Contracts with any officer or director notwithstanding any minimum dollar amount threshold;

(e) Any collective bargaining agreements, notwithstanding any minimum dollar amount threshold;

(f) All Contracts, the terms of which provide for continuing financial commitments to any of the Companies after the Closing relating to any Debt (including, without limitation, loan agreements, lease purchase arrangements, guarantees, agreements to purchase goods or services or to supply funds or other undertakings on which others rely in extending credit), or any conditional sales contracts, chattel mortgages, equipment lease agreements and other security arrangements with respect to personal property;

(g) Contracts providing for the sale of any assets of any of the Companies other than in the Ordinary Course of Business;

(h) All restricting the right of any of the Companies to compete in any line of business or with any Person, notwithstanding any minimum dollar amount threshold;

(i) All Contracts (whether exclusive or otherwise) with any sales agent, representative, franchisee, dealer or distributor, notwithstanding any minimum dollar amount threshold;

(j) All Contracts providing for the licensing by or to any Person of any Company Intellectual Property other than licenses or agreements for generally available commercial, off the shelf software having an annual license fee of less than $25,000;

(k) All Contracts that require the payment of royalties, notwithstanding any minimum dollar amount threshold;

(l) All Contracts with any Governmental or Regulatory Authority;

(m) All performance bonds, bid bonds and letters of credit; and

(n) All Contracts involving a sharing of profits, losses, costs or liabilities.

(ii) Copies of the Material Contracts set forth on the list provided by Sellers to Purchaser pursuant to Section 5.1(j)(i) herein have been made available to Purchaser. Except as set forth on the list provided by Sellers to Purchaser as contemplated by Section 5.1(j)(i) herein, each Material Contract is in full force and effect, and is valid, binding and enforceable against the Company that is a party thereto in accordance with its terms. None of the Companies is in breach or default, in any material respect, of its obligations under the Material Contracts and, to the Knowledge of the Companies, no other Person who is a party to any such Material Contracts is in breach or default, in any material respect, and within the past two (2) years there has not occurred any event (with or without the lapse of time or the giving of notice or both) which would constitute a material breach or default. Neither the execution and delivery of this Agreement nor the consummation of the Contemplated Transactions will result in a material breach or default under or constitute an event which, with the delivery of notice or lapse of time or both would constitute a material breach or default under the terms of any Material Contract.

(k) Compliance with Applicable Laws; Permits. Section 5.1(k) of the Disclosure Schedules identifies all material Permits required to be held or possessed by the Companies for the Companies to own, lease, license and operate their properties and other assets and to carry on their respective businesses as they are being conducted as of the date hereof (the "Company Permits"). Except as disclosed in Section 5.1(k) of the Disclosure Schedules all of the Company Permits possessed by the Companies are valid and in full force and effect. The Companies are, and have been at all times in the past two (2) years, in compliance with the terms of the Company Permits and all applicable domestic Laws and, to the Knowledge of the Companies, foreign Laws relating to the Companies or their respective businesses,

assets or properties. All applications for Company Permits that otherwise would expire prior to or immediately following the Closing Date and that could not otherwise be renewed or extended by Purchaser following the Closing Date, without lapse prior to expiration, have been or prior to the Closing Date will be timely renewed or extended. None of the Companies has any Knowledge or has received any information which would lead it to believe that any Company Permit may not be renewed, extended or reissued in due course as requested without the imposition of cost or penalty other than any applicable filing fees imposed in the ordinary course for the renewal, extension or reissuance of any such Company Permits.

(l) Environmental Matters. Except as disclosed in Section 5.1(l) of the Disclosure Schedules:

(i) Each of the Companies and the Business are in compliance in all respects with all Environmental Laws and no Company has received written notice from any Person alleging that any of the Companies or the Business is in violation in any material respect of any applicable Environmental Law. The Companies have timely filed with any applicable Governmental or Regulatory Authority, all reports, documents and information required to be filed under all Environmental Laws.

(ii) None of the Companies has received any written notice, claim, complaint, citation or report regarding any actual or alleged violation by any such Company of any Environmental Laws or any Liabilities which any of the Companies may have, including any investigatory, remedial or corrective obligations or any requirement to provide any information relating to any investigation or cleanup of Hazardous Materials arising under any Environmental Laws. There are no Proceedings pending or, to the Knowledge of the Companies threatened against or affecting any of the Companies or the Business relating to any violation of any Environmental Laws. None of the Companies have any Knowledge that any of them is a potentially responsible party under any Environmental Laws with regard to the Business.

(iii) None of the Companies is subject to any outstanding Order: relating (A) to compliance with any Environmental Law or (B) to the investigation, remediation or post-remedial care arising from the generation, use, storage, treatment, transportation, discharge or disposal of Hazardous Materials.

(iv) Except as set forth in Section 5.1(l)(iv) of the Disclosure Schedules, none of the Companies and, to the Knowledge of the Companies, no other Person has placed, stored, deposited, discharged, buried, dumped, disposed of or released any Hazardous Materials at any Real Property except for inventories of such substances to be used, and wastes generated therefrom, in each case in the Ordinary Course of Business (which inventories and wastes were and are, to the Knowledge of the Companies, stored and disposed of in accordance with applicable Environmental Laws). To the Knowledge of the Companies, no Hazardous Materials are present in, on or under the Companies' facilities, under

such conditions or in such quantities as to give rise to a violation of Environmental Laws.

(v) The Companies have provided to Purchaser all assessments, reports, data, results of investigations or audits, and other written information that is in the possession of the Companies regarding environmental matters pertaining to the environmental condition of the business and properties of the Companies, or the compliance (or noncompliance) by such entities with any Environmental Laws.

(vi) To the Knowledge of the Companies, no facts, events or conditions relating to the assets of any of the Companies or the Companies' past or present facilities, will give rise to any investigatory, remedial or corrective obligations pursuant to Environmental Laws, or give rise to any Liabilities (whether accrued, absolute, contingent, unliquidated or otherwise) pursuant to Environmental Laws. Neither the execution and delivery of this Agreement or the consummation of the Closing will impose any obligations for site investigation or cleanup, or notification to or consent of any Governmental or Regulatory Authority or any other person pursuant to any Environmental Law.

(m) Brokers. Other than Houlihan Lokey Capital, Inc., no broker, finder or investment banker is entitled to any brokerage commission, finder's fee or similar payment in connection with the Contemplated Transactions based upon arrangements made by or on behalf of Sellers.

(n) Taxes. Except as set forth on Section 5.1(n) of the Disclosure Schedules or as disclosed by Sellers to Purchaser on or prior to the date hereof:

(i) Each member of the Company Group has filed all Tax Returns that it was required to file and has timely paid all Taxes shown to be due on such Tax Returns. Except for consolidated Tax Returns of the Companies that include Holdings as the parent and have been provided to Purchaser, none of the Companies has, at any time prior to the date hereof, filed any Tax Return as part of any consolidated group. All such Tax Returns are correct in all material respects as to the amount of Taxes shown to be due thereon. No written or, to the Knowledge of the Companies, oral claim has been made against a member of the Company Group by a Governmental or Regulatory Authority in a jurisdiction where such member does not file a Tax Return that it is or may be subject to taxation by that jurisdiction. None of the Companies has received written notice of, and to the Knowledge of the Companies, neither the Internal Revenue Service nor any other Governmental or Regulatory Authority is currently proposing, claiming or asserting against any of the Companies, any adjustment, deficiency or claim for payment of additional Taxes. No member of the Company Group has requested an extension of time within which to file any income or other material Tax Return which has not since been filed. Purchaser has received or been given access to copies of all federal income Tax Returns of each member of the Company Group for the years ended October 31, 2008 and 2009.

(ii) All Taxes that each member of the Company Group was required by Law to withhold or collect in connection with any amount paid or owing to any employee have been duly withheld or collected. To the extent required by applicable Law, all such amounts have been paid over to the proper Governmental or Regulatory Authority or, to the extent not yet due and payable, have been adequately reserved for.

(iii) To the Companies' Knowledge, no federal, state, local or foreign audits or other Tax Proceedings are pending or being conducted against any member of the Company Group, nor has any member of the Company Group received any written or oral notice from any Governmental or Regulatory Authority that any such audit or other Tax Proceeding leading to potential assessment or collection of Tax is threatened or contemplated. No member of the Company Group has granted or been requested to grant any waiver of any statutes of limitations applicable to any claim for Taxes or with respect to any Tax assessment or deficiency, which waiver is still in effect. Sellers have delivered to the Purchaser accurate and complete copies of all income or other material examination reports and statements of deficiencies assessed against or agreed to by any member of the Company Group since December 31, 2007, and all assessed deficiencies for any Proceedings not currently pending or being conducted have been fully paid or finally settled.

(iv) No member of the Company Group is a party to or bound by any Tax sharing agreement, Tax indemnity obligation or similar Contract or practice with respect to Taxes with a party that is not member of the Company Group.

(v) No member of the Company Group is or has been a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(vi) All Taxes that each member of the Company Group was required by Law to withhold or collect in connection with any amount paid or owing to any domestic or foreign Persons for which U.S. withholding was required under Section 1441 et. seq. of the Code has been duly withheld and paid over to the appropriate Governmental or Regulatory Authority.

(o) No Material Adverse Change. To Sellers' Knowledge, except as described in Section 5.1(o) of the Disclosure Schedules or in connection with the transactions contemplated hereby, since October 31, 2010, there has not occurred any event that has resulted in a Business Material Adverse Effect.

(p) Ordinary Course of Business. Except as set forth in Section 5.1(p) of the Disclosure Schedules, since October 31, 2010:

(i) The Companies have conducted their businesses only in the Ordinary Course of Business;

(ii) The Companies have not, except for sales of Inventory in the Ordinary Course of Business, sold, leased, transferred, or assigned any of the properties, rights or other assets of the Companies having a value, individually or in the aggregate, in excess of $100,000;

(iii) The Companies have not made any commitment for capital improvements which have not been completed and paid in full and which, individually or in the aggregate exceed $100,000;

(iv) The Companies have not cancelled, compromised, waived or released any material right or claim (or series of related rights and claims) other than in the Ordinary Course of Business;

(v) The Companies have not granted any increase in the base compensation of any employees of the Business other than in the Ordinary Course of Business;

(vi) The Companies have not entered into any employment, consulting, severance, change in control, retention, termination or indemnification agreement with any current or former director, consultant or officer of the Companies;

(vii) None of the Companies has amended or terminated any Employee Benefit Plan;

(viii) The Companies have not made any change to any accounting method or practice or any change to any methods of reporting income, deductions or other items for Tax purposes other than in the Ordinary Course of Business or as otherwise required by GAAP;

(ix) The Companies have not incurred any damage, destruction or other casualty loss (whether or not covered by insurance) affecting the business or assets of the Companies which, individually or in the aggregate, has resulted in Damages to the Companies of $100,000 or more;

(x) The Companies have not made any agreement to do any of the foregoing; and

(xi) The Companies have not revoked or amended any material Tax election, settled a claim or assessment with respect to Income Taxes, executed a closing agreement or similar agreement with respect to Income Taxes with any Governmental or Regulatory Authority or extended or waived a statutory period of limitations with respect to the collection or assessment of any Income Taxes.

(q) Real Property.

(i) Section 5.1(q) of the Disclosure Schedules contains (A) a legal description, street address and, with respect to Real Property located in the United States, tax parcel identification number of each parcel of Real Property in which

the Companies have a fee simple estate (any such Real Property being hereinafter "Owned Real Property"), and (B) a description (by subject leased Real Property, name of lessor, date of lease and term expiration date) of all leases of Real Property in which the Companies have a leasehold estate (any such Real property being hereinafter "Leased Real Property"). Prior to the date hereof, the Companies have delivered to the Purchaser, true, correct and complete copies of each lease of any Leased Real Property together with all amendments or modifications to any such lease (each of such leases, together with all amendments or modifications being hereinafter a "Real Property Lease").

(ii) The Companies own good and marketable title to their respective estates in the Owned Real Property, free and clear of any Liens, other than Permitted Liens and those described in the Disclosure Schedules. The Companies own good and transferable title to all of their other assets, free and clear of any Liens, other than: (A) Permitted Liens, and (B) those described in the Disclosure Schedules.

(iii) Each member of the Company Group that is a party to any Real Property Lease has a valid and enforceable leasehold interest under the terms of such Real Property Lease. None of the Companies has received any written notice of or has any Knowledge that any member of the Company Group that is a party to a Real Property Lease is in breach or default of the terms of any such Real Property Lease or that any event has occurred which, with notice or lapse of time or both, would constitute a default under, the terms of any such Real Property Lease. The execution and delivery of this Agreement and the consummation of the Contemplated Transactions does not require the consent of any person under the terms of any Real Property Lease and will not constitute a default under or an event which, with the delivery of written notice or lapse of time or both, would constitute a breach or default of the terms of any Real Property Lease. None of the Persons who are parties to any Real Property Lease which any member of the Company Group is a party to are Affiliates of any officer, director or employee of any member of the Company Group.

(iv) None of the Companies has received any written notice or formal notification that the whole or any part of the Owned Real Property is subject to any proceedings for condemnation, eminent domain or other taking by any Governmental or Regulatory Authority. None of the Companies has received any written notice from any Governmental or Regulatory Authority concerning any actual or contemplated public improvements made or to be made by any Governmental or Regulatory Authority, the costs of which are or could become special assessments against or a Lien upon any Owned Real Property and, to the Knowledge of the Companies, no such public improvement is threatened. Except as described on the Disclosure Schedules with respect to a Real Property Lease, there are no contract rights, leases, subleases, licenses or other Contracts granting any Person the right to purchase, use or occupy any portion of the Owned Real Property. To the Knowledge of the Companies, the operation and maintenance of the Owned Real property does not contravene any existing zoning Law or other

existing regulation (including, but not limited to, those relating to land use, building, fire, health and safety) or violate any existing restricted covenant. The Owned Real Property is supplied with utilities adequate for the use and operation of the Business and, to the Knowledge of the Companies, such utilities extend through legal rights of way or validly created easements. To the Knowledge of the Companies, there are no adverse or other parties in possession of the Owned Real Property other than the Companies. There is no option to purchase, right of first offer, right of first refusal or other Contract existing which grants to any person the right to acquire the Owned Real Property. To the Knowledge of the Companies, the Owned Real Property is not subject to any real property Tax increases or recapture of Taxes occasioned by retroactive revaluation, special assessments, changes in land usage, or loss of any exemption or benefit status.

(v) To the Knowledge of the Companies and except as set forth on Section 5.1(q)(v) of the Disclosure Schedules, all buildings, offices and other structures (all such buildings, offices and structures being sometimes hereinafter collectively referred to as "Structures") located at the Real Property, the roofs of such Structures and the plumbing, heating, ventilation and air conditioning, electrical and mechanical systems contained in such Structures have been adequately and properly maintained and are in good condition, normal wear and tear excepted.

(r) Employee Matters.

(i) On or prior to the date hereof, Sellers have delivered to Purchaser a true, complete and correct list, as of February 10, 2011, of all employees of the Business, together with their respective salaries or wages, other compensation (other than in respect of Options), dates of employment or service with the Companies and current positions (such list being hereinafter the "Employee List"). Section 5.1(r) of the Disclosure Schedules identifies all agreements between the Companies and the individuals identified in the Employee List.

(ii) Except as set forth in Section 5.1(r) of the Disclosure Schedules, (A) to the Knowledge of the Companies, none of the Companies is delinquent in payments to any employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed by them through the Closing Date or amounts required to be reimbursed to such employees; (B) there is no unfair labor practice complaint against any of the Companies pending or, to the Knowledge of the Companies, threatened before the National Labor Relations Board or any other Governmental or Regulatory Authority; (C) there is no labor strike, material dispute, slowdown or stoppage actually pending or, to the Knowledge of the Companies, threatened against any of the Companies, (D) there has been no charge of discrimination filed or, to the Knowledge of the Companies, threat of a charge of discrimination against any of the Companies with the Equal Opportunity Commission or similar Governmental or Regulatory Authority; and (E) there is no active, pending administrative or judicial proceeding under the Fair Labor Standards Act, the Family and Medical Leave

Act, OSHA, the National Labor Relations Act or any other federal, state or local Law (including common law) relating to employees of the Business.

(iii) None of the Companies is a party to or otherwise bound by any collective bargaining Contract with a labor union or labor organization, nor is any such Contract presently being negotiated. To the Knowledge of the Companies, within the past two years, there has not been a representation question respecting any of the employees of the Companies and, to the Knowledge of the Companies, there are no campaigns being conducted to solicit cards from employees of the Companies to authorize representation by any labor organization.

(iv) Each of the Companies has complied, in all material respects, with all laws relating to the employment of labor, including, but not limited to, all Laws relating to wages, hours, commissions, classifying individuals as employees and independent contractors, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, the Worker Adjustment and Retraining Notification Act and any similar state or local "mass layoff" or "plant closing" Law.

(v) To the Knowledge of the Companies, no executive, management or other key employee of any of the Companies and no group of employees acting in concert has any plans to terminate employment with the Companies upon closing of the Contemplated Transactions.

(s) Suppliers and Customers.

(i) Customers. On or prior to the date hereof, Sellers have delivered to Purchaser a true, complete and correct list of the top twenty (20) customers of the Companies, taken as a whole, by dollar purchase volume (measured by the gross amount invoiced to the customer) that purchased products from Companies during the twelve (12) months ended October 31, 2010 (such customers being hereinafter the "Top Twenty Customers"). None of the Top Twenty Customers has notified any of the Companies in writing that it has cancelled or otherwise terminated its relationship with such Company or materially decreased its usage or purchase of the products of such Company, nor has any such top customer indicated in writing to any Company its intention to do any of the foregoing. To the Knowledge of the Companies following the consummation of the Contemplated Transactions, none of the Top Twenty Customers is reasonably likely to stop or materially decrease the rate of purchasing of materials products or services from the Companies, except that Purchaser acknowledges and agrees that certain customers' orders materially vary year to year depending on construction projects.

(ii) Suppliers. On or prior to the date hereof, Sellers have delivered to Purchaser a true, complete and correct list of the top twenty (20) suppliers to the Companies, taken as a whole, by dollar purchase volume (measured by the amount paid by the Companies to such supplier) during the twelve (12) months ended October 31, 2010 (such suppliers being hereinafter the "Top Twenty

Suppliers"). None of the Top Twenty Suppliers has notified any of the Companies, in writing that it has cancelled or otherwise terminated its relationship with such Company or materially decreased its supply of Goods to such Company. To the Knowledge of the Companies, following the consummation of the Contemplated Transactions, none of the Top Twenty Suppliers is reasonably likely to stop or materially decrease the rate of supplying materials to the Companies.

(t) Inventory.

(i) The inventory of the Companies, net of applicable reserves, (A) was acquired or produced in the ordinary course of business, (B) except as disclosed by Sellers to Purchaser on or prior to the date hereof, is in the physical possession of the Companies or in transit to or from a customer or supplier of the Companies and (C) is good and merchantable and is of a quality and quantity presently useable and salable in the ordinary course of business, consistent with historical practice.

(ii) Except as disclosed by Sellers to Purchaser on or prior to the date hereof, the value at which the inventory is carried on the books of the Companies reflects the lower of cost (on a weighted average basis) or estimated net realizable market value, and is based on quantities determined by physical count, in accordance with GAAP applied on a basis consistent with the Financial Statements. The Companies are not under any obligation with respect to return of Inventory in the possession of suppliers, distributors, customers, resellers or agents.

(u) Accounts Receivable. Except as set forth in Section 5.1(u) of the Disclosure Schedules, the amount of all trade accounts receivable, unbilled invoices and other debts due or recorded in the respective records and books of account of the Companies as being due to the Companies has arisen from bona fide transactions entered into in the Ordinary Course of Business, less the amount of any provision or reserve therefor made in the respective records and books of account of such Companies, which reserves have been established in accordance with GAAP and consistent with the Company's historical practices. Except as set forth in Section 5.1(u) of the Disclosure Schedules, to the Knowledge of the Companies, none of such accounts receivable or other debts is subject to any counterclaim or set-off except to the extent of any such provision or reserve.

(v) Insurance.

(i) Section 5.1(v) of the Disclosure Schedules contains a list and brief description of each (A) insurance policy issued to the Companies as a "named insured" or otherwise providing insurance to the Companies as an insured party or additional insured party, that was in effect at any time within the past two years (such insurance policies being hereinafter the "Insurance Policies"), and (B) self-

insurance program, retrospective premium program or captive insurance program in which the Companies have participated at any time during the past two years.

(ii) Except as set forth in Section 5.1(v)(ii) of the Disclosure Schedules, each of the Insurance Policies is in full force and effect and no written notice of cancellation, non-renewal, termination, premium increase or change in coverage has been received with respect to the Insurance Policies. With respect to each of the Insurance Policies: (A) to the Knowledge of the Companies, no other party to the Insurance Policies is in breach of or default under any provisions of the Insurance Policies (including, without limitation, with respect to the payment of premiums or the giving of notices), and (B) no party to the Insurance Policies has repudiated any provision thereof. Except as set forth in Section 5.1(v)(ii) of the Disclosure Schedules, during the two (2) year period ending on the Closing Date, none of the Companies has received any notice of any premium audit from any company issuing any of the Insurance Policies and each of the Companies has complied in all material respects with the provisions of the Insurance Policies. All premiums and other amounts due under the terms of the Insurance Policies have been paid. Except as set forth in Section 5.1(v)(ii) of the Disclosure Schedules, no change in ownership provisions or endorsements exist within any of the Insurance Policies. To the Knowledge of the Companies, the Financial Statements contain appropriate reserves in accordance with GAAP and consistent with the Companies' past practices for any claims that are self-insured, under-insured and/or fall within any deductibles under any of the Insurance Policies. Except as set forth in Section 5.1(v)(ii) of the Disclosure Schedules, to the Knowledge of the Companies, with respect to events or occurrences that take place prior to the Closing Date, the Purchaser and the Companies will continue to have, after the Closing Date, full access to all coverages afforded under any occurrence based Insurance Policies, to the extent the Companies are covered under any such Insurance Policies. The amount and type of insurance currently maintained under the Insurance Policies is customary and reasonable in scope and amount for the Business as currently conducted.

(w) Warranties and Product Liability Claims. Except as set forth in Section 5(w) of the Disclosure Schedules, as contained in the standard terms and conditions of sale of the Companies or as implied or imposed by applicable Law, none of the Companies has, during the three (3) year period ending on the date hereof and the Closing Date, given any warranty or made any representation with respect to the Products or services supplied, manufactured or sold by it. Except as set forth in Section 5.1(w) of the Disclosure Schedules, none of the Products manufactured, designed or sold by any of the Companies has been recalled and, to the Knowledge of the Companies, no investigation of any of the Products manufactured, designed or sold is proceeding and no recall of any of the Products of the Companies has been threatened. To the Knowledge of the Companies, no Company has any material Liability (not otherwise fully covered by insurance) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any Product.

(x) Certain Payments. None of the Sellers and none of the officers, or directors, agents or employees of the Companies has directly or indirectly made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any person, private or public, regardless of form, whether in money, property or services: (i) to obtain favorable treatment in securing business; (ii) to pay for favorable treatment for business secured; (iii) to pay for special concessions or for special concessions already obtained, for or in respect to the Business; or (iv) in violation of any Law.

(y) Related Party Transactions. Section 5.1(y) of the Disclosure Schedules contains a list of all agreements or arrangements currently existing between: (i) any of the Sellers or any of their respective Affiliates on the one hand and any of the Companies on the other hand; and (ii) any agreements or arrangements (other than any Employee Benefit Plans) between any of the Companies on the one hand and any officers or directors of any of the Companies or any Affiliates of any officers or directors of any of the Companies on the other hand.

(z) Bank Accounts, Lockboxes and Powers of Attorney. Prior to the date hereof, the Companies have delivered to the Purchaser, a true, correct and complete list of each bank account maintained by each of the Companies together with a true, correct and complete list of each bank or other financial institution at which any lock box for the collection of accounts receivable of any of the Companies is maintained together with the identity of all Persons authorized to withdraw any funds contained in such accounts or lockboxes. Except as set forth in Section 5.1(z)of the Disclosure Schedules, there are no outstanding powers of attorney which have been executed by any of the Companies.

(aa) Systems. Except for individual personal computers and associated printers provided to employees of the Business, cellular phones, PDAs and shrinkwrap software, Section 5.1(aa) of the Disclosure Schedules identifies all information technology systems and all computer hardware and telephone systems which are owned or leased by any of the Companies in connection with the conduct of the Business (collectively the "Systems"). All the Systems, in all material respects, are sufficient for the current needs of each of the Companies including, but not limited to, capacity and ability to process current data volumes in a timely manner. Except as set forth in Section 5.1(aa) of the Disclosure Schedules, all Systems, other than software licensed from third parties, which are used in the Business are owned and operated by and under the control of the Companies and are not wholly or partly dependent on any facilities which are not under the ownership or control of the Companies.

(bb) No Material Common Owners, Directors, Officers; Acquisition of Old Brown.

(i) Except for those individuals identified on the list provided to Purchaser by Sellers on or prior to the date hereof, none of the Sellers nor any of their respective owners, officers, directors or Affiliates has or had any direct or

indirect equity interest or ownership in, or was an officer or director of, Old Brown.

(ii) No equity owner or holder of an interest in Altus Capital Partners, Inc. held any ownership interest, either directly or indirectly, in Old Brown.

(iii) Except for those individuals identified on the list provided to Purchaser by Sellers on or prior to the date hereof, no officers of Holdings presently own, either directly or indirectly, any shares of Common Stock, Preferred Stock or Options.

(iv) The purchase by the Company of Old Brown's assets was accomplished through an arms-length auction process conducted by the investment banking firm of Lincoln International on behalf of Old Brown's secured lender to maximize the value of the Old Brown business. As a result of the Company's bid in that auction process, it was selected by Old Brown's secured lender to acquire the assets of Old Brown.

(v) Except as disclosed to Purchaser on or prior to the date hereof, to the Knowledge of Sellers, none of the officers of Holdings received from Old Brown any sale bonus, escrow bonus or any other direct or indirect transfer of assets from Old Brown which was attributable to or contingent upon the closing of the sale of the Antares Agreement.

(cc) Completeness of Disclosure. To the Knowledge of Sellers, no representation, warranty or statement by the Sellers in this Agreement or in any Disclosure Schedules, certificate, statement, document or instrument furnished or to be furnished to Purchaser pursuant to this Agreement contains or will contain any untrue statement of material fact or omits or will omit to state any material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

(dd) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5.1, SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE COMPANIES, THE PURCHASED SHARES OR THE OPERATIONS OF THE COMPANIES, INCLUDING WITH RESPECT TO CONDITION, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY FINANCIAL PROJECTIONS OR FORECASTS, AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

5.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Sellers that:

(a) Organization and Existence. Purchaser is a Delaware corporation, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with full power and authority to own, lease, and

operate its business and properties as conducted by it and to carry on its business as and where such properties and assets are now owned or leased and such business is now conducted.

(b) Authority and Approval. Purchaser has the power to enter into this Agreement and the Related Agreement to which it is a party and to perform its obligations thereunder. The execution, delivery and performance by Purchaser of this Agreement and the Related Agreement to which it is a party (when so executed and delivered) and the consummation by Purchaser of the transactions contemplated herein and therein, have been duly authorized by all required action on its part. This Agreement and the Related Agreement have been duly executed and delivered by Purchaser (to the extent it is a party thereto). This Agreement and the Related Agreement to which Purchaser is a party are (assuming due execution and delivery by Sellers), the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

(c) No Conflict. The execution and delivery by Purchaser of this Agreement and the Related Agreement to which it is a party (when so executed and delivered), and Purchaser's compliance with the terms and conditions hereof and thereof, and the consummation by Purchaser of the transactions contemplated hereby and thereby, do not and will not (i) violate Purchaser's Organizational Documents, (ii) violate any provision of, or require any consent, authorization, or approval under, any Law or any Order applicable to Purchaser, (iii) violate, result in a breach of, constitute a default under (whether with or without notice or the lapse of time or both), accelerate or permit the acceleration of the performance required by, or require any consent, authorization, or approval under, any material contract to which Purchaser is a party or by which Purchaser is bound or to which any of its assets or property is subject, or (iv) result in the creation of any Lien upon the assets or property of Purchaser.

(d) Governmental Approvals and Filing. Other than the filing of a Notification and Report Form under the HSR Act, no consent, authorization, approval or action of, filing with, notice to, or exemption from any Governmental or Regulatory Authority on the part of Purchaser is required in connection with the execution, delivery and performance of this Agreement or any Related Agreements to which Purchaser is a party or the consummation of the transactions contemplated hereby or thereby.

(e) Sufficient Funds. Purchaser has available and on the Closing Date will have available, in cash or pursuant to existing credit arrangements, sufficient funds to consummate all of the Contemplated Transactions

(f) Brokers. No broker, finder or investment banker is entitled to any brokerage commission, finder's fee or similar payment in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Purchaser.

ARTICLE 6

INDEMNIFICATION

6.1 Indemnification by Sellers and Purchaser.

(a) Indemnification by Sellers. Subject to the terms and conditions of this Agreement, following the Closing, Sellers will severally, in accordance with their Percentage Interests, indemnify and hold harmless Purchaser, its Affiliates and its successors and permitted assigns (collectively, the "Purchaser Indemnified Parties") against and in respect of any Damages actually incurred by any Purchaser Indemnified Party as a direct result of any of the following:

(i) the breach of any representation or warranty of such Seller in this Agreement or in any Related Agreement;

(ii) the breach of any covenant or agreement of such Seller in this Agreement;

(iii) any Liability of the Companies for any amount drawn, after the Closing Date, by a beneficiary under any Letter of Credit; provided that any such drawn amount(s) shall relate to activities pursuant to which the Companies derived income prior to Closing;

(iv) any Liabilities for any Taxes due or payable by the Companies with respect any periods ending on or prior to the Closing Date, and all Liabilities which may arise as a result of the Carve-out Transfer of Brown China and the operation of Brown China prior to Closing;

(v) any Liabilities of the Companies for any Taxes due and payable or arising in connection with any payments made to the Option Holders other than Taxes due and payable in connection with the payments made to the Option Holders on the Closing Date;

(vi) any Liabilities of the Companies for any Taxes payable by Old Brown as a result of the Antares Agreement, but only to the extent that such Liabilities have not been recovered from Antares as contemplated by Section 6.2(f);

(vii) any Liabilities of the Companies arising out of the failure to pay any Closing Date Debt of any of the Companies to their Affiliates, the failure to pay any other amounts of the Closing Date Debt and/or the failure to pay any Company Transaction Expenses;

(viii) as to Purchaser Remediation Costs, Sellers shall be required to indemnify and hold harmless the Purchaser Indemnified Parties only to the extent of Required Remediation including reasonable attorneys' fees and actual out-of-pocket expenses reasonably incurred as a result of Required Remediation; and

(ix) any Liabilities relating solely from the Companies' breach of any license agreements set forth on that certain list of license agreements provided by Sellers to Purchaser on or prior to the date hereof.

Further, each Seller will, for himself, herself or itself, indemnify and hold harmless the Purchaser Indemnified Parties against and in respect of any Damages actually incurred by any Purchaser Indemnified Party as a direct result of the breach of any representation or warranty of such Seller in Sections 5.1(b) or 5.1(c)(i) of this Agreement. Notwithstanding any other provision in this Section 6.1(a), Altus Capital Partners SBIC, L.P. and Altus-D.S. Brown Co-Invest, LLC hereby agree to be jointly liable for the obligations of the other pursuant to this Section 6.1(a), provided that they shall not be jointly liable for the obligations of any other Seller(s).

(b) Indemnification by Purchaser. Subject to the terms and conditions of this Agreement, following the Closing, Purchaser will indemnify and hold harmless Sellers their respective Affiliates, heirs, personal representatives, successors and permitted assigns (collectively, the "Seller Indemnified Parties") against and in respect of any Damages actually incurred by any Seller Indemnified Party as a direct result of any of the following:

(i) the breach of any representation or warranty of Purchaser in this Agreement or in any Related Agreement;

(ii) the breach of any covenant or agreement of Purchaser in this Agreement or in any Related Agreement; or

(iii) the ownership of the Companies or the operation of the Business after the Effective Time.

6.2 Indemnification Procedures.

(a) If a claim for Damages (a "Claim") is made by a party entitled to indemnification hereunder (the "Indemnified Party") against the party from whom indemnification is claimed (the "Indemnifying Party"), the Indemnified Party will give notice (a "Claim Notice") to the Indemnifying Party as soon as practicable after the Indemnified Party becomes aware of any fact, condition or event which may give rise to Damages for which indemnification may be sought under this Article 6.

(b) If any Person commences any Proceeding with respect to any matter as to which any of the Purchaser Indemnified Parties intends to seek indemnification under Section 6.1(a), or with respect to any matter as to which any of the Seller Indemnified Parties intends to seek indemnification under Section 6.1(b), the Indemnified Party will promptly notify the Indemnifying Party of the existence of such Claim or the commencement of such action or proceeding (and in any event within ten (10) Business Days after the service of any summons or citation). The failure of any Indemnified Party to give timely notice hereunder will not affect rights to indemnification hereunder, except to the extent that the resolution of such Claim is prejudiced by the Indemnified Person's failure to give such timely notice.

Notwithstanding the foregoing, a Claim Notice that relates to a representation, warranty, covenant or agreement that is subject to the survival period set forth in Section 6.3 must be made within such survival period. A Claim Notice must describe in reasonable detail the nature of the Claim, including an estimate of the amount of Damages that have been incurred by the Indemnified Party attributable to such Claim (to the extent reasonably ascertainable at such time), the basis of the Indemnified Party's request for indemnification under this Agreement, the Section of this Agreement under which the violation or breach is claimed and all information in the Indemnified Party's possession relating to such Claim.

(c) At its election, the Indemnifying Party may elect to assume and control the defense of any Claim with counsel selected by the Indemnifying Party and reasonably satisfactory to Indemnified Party. If the Indemnifying Party assumes such defense, the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood that the Indemnifying Party shall control such defense. Notwithstanding the foregoing, the Indemnified Party shall be entitled to participate in any such defense with counsel of its own choice at the reasonable expense of the Indemnifying Party if the Indemnified Party shall have reasonably concluded based on written advice of counsel that a conflict of interests exists between the Indemnified Party and the Indemnifying Party which makes representation of both parties inappropriate under applicable standards of professional conduct. The Indemnified Party will cooperate with the Indemnifying Party in any defense and make available to the Indemnifying Party all witnesses, records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably requested by the Indemnifying Party and which does not result in the loss of the attorney-client privilege or disclosure of attorney work product. If Purchaser is the Indemnified Party, Purchaser shall also have the right to assume and control the defense of any Claim or litigation if a settlement or adverse judgment with respect to the Claim or litigation is reasonably likely to have a Business Material Adverse Effect.

(d) If the Indemnifying Party fails to assume the defense of any Claim pursuant to Section 6.2(c), the Indemnified Party will have the right, but not the obligation, to undertake the defense of such Claim at the reasonable expense of the Indemnifying Party. If the Indemnified Party assumes the defense of such Claim, (i) the Indemnifying Party will no longer have the right to control such defense; (ii) the Indemnified Party will control the defense of the Claim actively and diligently; and (iii) the Indemnifying Party will reasonably cooperate with the Indemnified Party in such defense and make available to the Indemnified Party all such witnesses, records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto, during normal business hours and upon reasonable notice, as is reasonably requested by the Indemnified Party and which does not result in the loss of the attorney-client privilege or disclosure of attorney work product.

(e) Any party conducting the defense of a Claim will keep the other party advised as to the current status and progress thereof. The Indemnified Party will not make any offer of settlement with respect to any Claim if the Indemnifying Party has undertaken the defense of such Claim. If the Indemnifying Party has not undertaken the defense of such Claim, the Indemnified Party agrees not to make any offer of settlement with respect to such Claim without first having provided twenty (20) days' advance written notice thereof to the Indemnifying Party and having obtained the written approval of the Indemnifying Party which approval will not be unreasonably conditioned, delayed or withheld. In the event the Indemnifying Party undertakes the defense of any such Claim, action, or proceeding, no compromise or settlement of such Claims may be effected by the Indemnifying Party without the Indemnified Party's consent, which consent will not be unreasonably conditioned, delayed or withheld unless (i) there is no finding or admission of any material violation of Laws, (ii) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party; and (iii) such compromise or settlement is not reasonably likely to have a Business Material Adverse Effect.

(f) Notwithstanding the provisions of (c),(d) and (e) above, the Purchaser covenants and agrees that it will actively pursue to the best of its ability all legal theories, claims and rights and first fully exhaust all of its rights and remedies to the point of either a settlement acceptable to Purchaser and Sellers' Representative or a final non-appealable determination of a court of competent jurisdiction against Antares pursuant to the terms of that certain Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code, dated August 25, 2008 and made by and among D.S.B. Operating Corp. as Buyer and Antares Capital Corporation as Agent for the Lender under the Credit Agreement (such agreement being hereinafter the "Antares Agreement"), including, but not limited to, Liabilities for any Taxes in any way related to Old Brown, whether imposed on any of the Companies on any theory of transferee liability, fraudulent transfer, alter ego or other theory of Liability, prior to Sellers having any obligation whatsoever to indemnify Purchaser Indemnified Parties for any such Liabilities pursuant to the terms of this Agreement. Sellers will not be obligated to indemnify, defend or hold Purchaser harmless should Purchaser fail to strictly comply with the terms and procedures for indemnification under the Antares Agreement and should Purchaser or Sellers be materially prejudiced thereby. Prior to settlement of any claim for any Taxes with Antares pursuant to the Antares Agreement, Purchaser shall seek and obtain Sellers' Representative's consent, which consent will not be unreasonably conditioned, delayed or withheld.

6.3 Survival. The representations and warranties of the Sellers shall survive the Closing for the following periods of time: (a) the representations and warranties contained in Section 5.1(a) ("Organization and Existence"), Section 5.1(b) ("Authority and Approval") and in Section 5.1(n) ("Taxes") shall survive for a period equal to the relevant statute of limitations; (b) Section 5.1(l) ("Environmental") shall survive for a period of thirty-six (36) months; and (c) all other representations and warranties contained in this Agreement will survive the Closing for a period of twenty-four (24) months. Sellers indemnification obligations, if any, for Taxes related to Old Brown, will survive until July 15, 2013. In addition to the foregoing, any Claims arising from any fraudulent act or fraudulent omission will survive the Closing for a period equal to the

relevant statute of limitations. Upon expiration of the applicable survival period for the representations and warranties as provided for above, the representations and warranties whose survival period has expired (which expiration shall be deemed to occur on the first day following the last day of the applicable survival period) shall terminate, be void, and of no further force or effect.

6.4 Limitations. The rights to indemnification of Purchaser under this Agreement are subject to the following limitations:

(a) Cap. The aggregate amount which all of the Purchaser Indemnified Parties will be entitled to receive for all Claims for indemnification under this Agreement is limited to Nine Million and Six Hundred Thousand Dollars ($9.6 million) (the "Cap"); provided, however, Claims arising under Section 5.1(a) Organization and Existence Section 5.1(b) Authority and Approval, 5.1(h) Title, 5.1(n) Taxes or 6.1(a)(iii), (iv), (v), and (vii) shall not be limited to the Cap, but in all events shall be limited to the Purchase Price.

(b) Basket. The Purchaser Indemnified Parties will not be entitled to assert any Claim for indemnification pursuant to this Agreement unless the total monetary value of all Damages with respect to all such matters exceeds Five Hundred Thousand Dollars ($500,000), and then only for the amount by which the monetary value of such Damages exceeds Five Hundred Thousand Dollars ($500,000) (the "Basket"); provided, however, (i) Claims arising under Section 5.1(b), 5.1(h), 5.1(n) or 6.1(a)(ii), (iii), (iv), (v), (vi),(vii) and (ix) shall not be subjected to the Basket and (ii) Claims for indemnification for Purchaser Remediation Costs pursuant to this Agreement shall not be subject to the Basket, but the Purchaser Indemnified Parties, on the one hand, and the Sellers, severally in accordance with their Percentage Interests, collectively, on the other hand, in the aggregate, will share equally on a dollar for dollar basis with each bearing fifty percent (50%) of each dollar of the first Three Hundred Thousand Dollars ($300,000) of Purchaser Remediation Costs, if any. The Purchaser and the Sellers will share in such Purchaser Remediation Costs as and when incurred and any claim from the Indemnification Escrow Account shall reflect solely the portion of such Purchaser Remediation Costs payable by the Sellers in accordance with this provision. For example, if total Purchaser Remediation Costs are Three Hundred Fifty Thousand Dollars ($350,000), the Purchaser will be responsible for $150,000 of such Purchase Remediation Costs and the Sellers will severally be responsible for the remaining Two Hundred Thousand Dollars ($200,000) of such Purchaser Remediation Costs in accordance with their Percentage Interests.

(c) Set-Offs. The amount of each Claim recoverable from an Indemnifying Party hereunder will be reduced by an amount equal to all indemnification payments or other recoveries that the Indemnified Person is entitled to receive from a third party, including an insurance company, in connection with the matter underlying the Claim for such Damages. Additionally, Sellers indemnification obligations for any Liabilities for Taxes in any way related to Old Brown shall be offset and mitigated dollar-for-dollar by any recovery, net of reasonable costs and

expenses, obtained by Purchaser pursuant to Antares's indemnification obligations under the terms of the Antares Agreement.

(d) Indemnification Net of Tax Benefits. The amount of any indemnity provided in Section 6.1(a), other than any indemnity with respect to Claims which are not subjected to the Basket or the Cap shall be reduced (but not below zero) by the amount of any actual net reduction in cash payments for Taxes realized by the Purchaser Indemnified Parties as a result of the Damages giving rise to such indemnity claim. If the indemnity amount is paid prior to the Purchaser Indemnified Parties realizing any actual reduction in cash payments for Taxes in connection with the Damages giving rise to such payment, and the Purchaser Indemnified Parties subsequently realize such actual reduction in cash payments for Taxes, then the Purchaser Indemnified Parties shall pay the amount of such actual reduction in cash payments for Taxes (but not in excess of the indemnification payment or payments actually received with respect to such Damages) to the Sellers and the Option Holders. For purposes of the preceding two sentences, the Purchaser Indemnified Parties shall be deemed to have realized a reduction in cash payments for Taxes with respect to a Taxable year if, and to the extent that, the Purchaser Indemnified Parties' cumulative liability for Taxes from the Closing Date through the end of such Taxable year, calculated by excluding any Tax items attributable to the Damages from all Taxable years, exceeds Purchaser Indemnified Parties' actual cumulative liability for Taxes through the end of the Taxable year, calculated by taking into account any Tax items attributable to the amount of Damages for all Taxable years (treating such Tax items as the last items claimed for any Taxable year).

(e) Notwithstanding anything to the contrary contained in this Agreement, there shall be no right to indemnification under this Agreement (i) to the extent the Damages comprising a claim (or a part thereof) with respect to such matter has been taken into account in the determination of the Closing Working Capital pursuant to Section 3.4 hereof or (ii) if the Damages arise from any liability for Taxes, to the extent such liability is attributable to a Purchaser Tax Act or is, or can be, reduced by any net operating or capital loss carryforward or carryback of the Companies arising in a Pre-Closing Tax Return and Purchaser is not required to make any payment with respect to such liability for Taxes.

(f) Notwithstanding anything to the contrary contained in this Agreement, the Purchaser shall not be entitled to indemnification for Claims under Section 5.1(k) of this Agreement until the total monetary value of all Damages with respect to all such Claims under Section 5.1(k) exceeds Ten Thousand Dollars ($10,000), and then, after the total monetary value of all Claims under Section 5.1(k) exceeds Ten Thousand Dollars ($10,000), only for the amount by which the monetary value of such Damages exceeds Ten Thousand dollars ($10,000).

6.5 Exclusive Remedy; Purchaser's Knowledge.

(a) Except as set forth herein, from and after the Closing, the indemnification obligations set forth in Section 6.1 are the sole and exclusive remedy of the Indemnified

Parties (i) for any breaches of any of the representations or warranties in this Agreement or of any covenant or agreement in this Agreement or (ii) otherwise with respect to this Agreement, the Companies, the Purchased Shares and the transactions contemplated by this Agreement and matters arising out of, relating to or resulting from the subject matter of this Agreement, whether based on statute, contract, tort, property or otherwise, and whether or not arising from the relevant party's sole, joint or concurrent negligence, strict liability or other fault; provided, however, that nothing in this Section 6.5 shall limit the remedies of the Indemnified Parties for (i) fraudulent acts or omissions, or intentional misconduct, or (ii) as provided for in Section 8.1(c).

(b) Except for potential violations of Environmental Laws as to which the Purchaser is not aware as a result of not fully completing its due diligence investigation, based upon Purchaser's in-depth diligence of the Companies, Purchaser is not aware of any representation, warranty or statement made by the Sellers in this Agreement or in any Disclosure Schedules, certificate, statement, document or instrument furnished or to be furnished to Purchaser pursuant to this Agreement that contains any untrue statement of material fact or omits to state any material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

6.6 Limitations on Damages. Notwithstanding anything to the contrary contained in this Agreement, in no event is Purchaser liable to Seller Indemnified Parties, and in no event are Sellers liable to any Purchaser Indemnified Parties, for incidental, special, indirect or punitive damages, including decline in market capitalization, damages to reputation, increased cost of capital or borrowing for any reason with respect to any matter arising out of, relating to or resulting from this Agreement, whether based on statute, contract, tort, property or otherwise, and whether or not arising from the relevant party's sole, joint or concurrent negligence, strict liability or other fault unless such incidental, special, indirect or punitive damages are awarded to third parties.

6.7 Method and Treatment of Indemnification Payments. For all purposes hereunder, all indemnification payments made pursuant to Article 6 of this Agreement will be paid first from the proceeds of the Indemnification Escrow Deposit and will be treated collectively as an adjustment to the Purchase Price.

6.8 Materiality. Each of the representations and warranties that contain any "Material Adverse Effect," "in all material respects" or other materiality (or correlative meaning) qualifications shall be deemed to include such qualifiers for purposes of determining whether or not there is a breach of such representation or warranty and shall be deemed to exclude such qualifiers for purposes of calculating Damages under this Article 6.

6.9 Mitigation and Limitation of Claims. Notwithstanding anything to the contrary contained herein, an Indemnified Party shall take all reasonable steps to mitigate all Damages and the like relating to a Claim, including availing itself of any defenses, limitations, rights of contribution, and other rights at law or equity, and shall provide such evidence and documentation of the nature and extent of such Claim as may be reasonably requested by the Indemnifying Party. An Indemnified Party's reasonable steps shall include the reasonable

expenditure of money to mitigate or otherwise reduce or eliminate any Damages for which indemnification would otherwise be due under this Article 6.

6.10 Purchaser's Remediation Work.

(a) Promptly following the Closing, Purchaser will engage a nationally recognized environmental consultant with experience dealing with the Ohio Environmental Protection Agency's Voluntary Action Program (the "VAP") and who is identified on a list of remediation contractors agreed upon by Purchaser and Sellers' Representative and delivered to such parties on or prior to the date hereof ("Approved Remediation Contractors") to perform, at Purchaser's sole cost and expense, a Phase II investigation of the Real Property located in North Baltimore, Ohio (the "North Baltimore Real Property") (such investigation being hereinafter the "Phase II"). As used herein, any Approved Remediation Contractor selected by Purchaser will be referred to as "Purchaser's Approved Remediation Contractor" and any Approved Remediation Contractor selected by Sellers' Representative will be referred to herein as "Sellers' Approved Remediation Contractor". In the event, in Purchaser's opinion, that the results of the Phase II conducted by Purchaser's Approved Remediation Contractor conclude that there are Hazardous Materials at the North Baltimore Real Property in excess of levels permitted under Environmental Law, Purchaser shall promptly solicit a detailed written cost proposal from Purchaser's Approved Remediation Contractor for the scope and proposed cleanup and remediation of such Hazardous Materials to Required Remediation levels which are permitted under Environmental Law (the cost contained in any such proposal received by Purchaser being hereinafter the "Purchaser's Initial Estimated Remediation Cost"). Purchaser shall provide to Sellers' Representative a copy of the Phase II, a copy of Purchaser's Phase I Environmental Assessment, dated February 2011 (the "Phase I"), and, if applicable, a copy of Purchaser's Initial Estimated Remediation Cost and a description of the proposed work and reasons for such proposal within ten (10) Business Days of receipt of any such documents other than Phase I which will be dated as of an earlier date. Purchaser will consent to Purchaser's Approved Remediation Contractor discussing the results of its Phase I and Phase II with Sellers' Representative or any Sellers' Approved Remediation Contractor from the aforementioned list.

(b) If, in Purchaser's opinion, the Phase II concludes that there are Hazardous Materials at the North Baltimore Real Property in excess of levels permitted under Environmental Law, Sellers' Representative shall have a period of sixty (60) days following the receipt of the Purchaser's Initial Estimated Remediation Cost to deliver to Purchaser a detailed written proposal from Sellers' Approved Remediation Contractor for the scope and cost of the Required Remediation ("Sellers' Initial Estimated Remediation Cost"). As part of preparing Sellers' Initial Estimated Remediation Cost, Sellers may engage Sellers' Approved Remediation Contractor, at Sellers' sole cost and expense, to perform a Phase II investigation of some or all of the areas of the North Baltimore Real Property tested by Purchaser's Approved Remediation Contractor ("Sellers' Phase II"). For the avoidance of doubt, any testing performed by the Sellers' Approved Remediation Contractor shall be for

the purpose of verification of the results of the Phase II and as a result should only be performed in substantially the same locations within the North Baltimore Real Property as were tested in connection with the Phase II. Within three (3) Business Days of Purchaser's receipt from Sellers' Approved Remediation Contractor of a written plan detailing proposed sampling locations and sampling activities, Purchaser shall grant Sellers' Approved Remediation Contractor access to the North Baltimore Real Property for purposes of conducting Sellers' Phase II. If applicable, Sellers shall provide to Purchaser a copy of Sellers' Phase II within ten (10) Business Days of Sellers' Representative's receipt of such document.

(c) In the event that Sellers' Representative fails to deliver to Purchaser a Sellers' Initial Estimated Remediation Cost within sixty (60) days following the receipt by Sellers' Representative of the Purchaser's Initial Estimated Remediation Cost, the initial cost of the Purchaser to perform the Required Remediation described in the Purchaser's Initial Estimated Remediation Cost shall be deemed to be the amount specified in Purchaser's Initial Estimated Remediation Cost and such amount, subject to the provisions of Section 6.4(b) and the following sentence and, if applicable, to the following paragraph, shall, for purposes of determining the amount of the Indemnification Escrow Deposit which may be held by the Escrow Agent pending completion of the Required Remediation shall, for purposes of this Agreement, be referred to as the "Purchaser Remediation Costs". In the event that the Sellers' Representative delivers a Sellers' Initial Estimated Remediation Cost to the Purchaser within sixty (60) days following the receipt by Sellers' Representative of the Purchaser's Initial Estimated Remediation Cost, the "Purchaser Remediation Costs" shall, subject to the provisions of the following paragraph, if applicable, be equal to the lower of Purchaser's Initial Estimated Remediation Cost and the Sellers' Initial Estimated Remediation Cost.

(d) Promptly following the determination of the amount of the Purchaser Remediation Costs as provided in the preceding paragraph, the Purchaser shall, subject to the restrictions set forth in the definition of Required Remediation, take any action which may be necessary or required to cleanup the Hazardous Materials which are located at the North Baltimore Real Property, including, but not limited to, the engagement of the lowest cost Approved Remediation Contractor as between Purchaser's Approved Remediation Contractor and Seller's Approved Remediation Contractor (hereinafter, the "Selected Approved Remediation Contractor") to perform all work and other actions required to perform the Required Remediation under the so-called "classic track" of the VAP, including, but not limited to, the performance of additional borings to determine and delineate the extent of any contamination discovered, the performance of laboratory testing and analysis of soil and water samples for contamination, the excavation and removal of contaminated soil, the construction of permanent or temporary monitoring wells, the communication with any applicable Governmental or Regulatory Authority regarding the Required Remediation, and the filing of any plans or documents with any Governmental or Regulatory Authority, including submitting a no further action letter to the Ohio Environmental Protection Agency (the "Ohio EPA") for review and approval and causing the Ohio EPA to issue a covenant not to sue. In addition, Purchaser

Remediation Costs will include reasonable attorney fees and actual out-of-pocket expenses reasonably incurred as a result of Required Remediation. In the event that, during the performance of the Required Remediation, additional contamination is discovered which was not anticipated by the Purchaser Remediation Cost furnished by the Selected Approved Remediation Contractor, Purchaser and Sellers' Representative shall promptly seek a detailed written cost proposal from the Selected Approved Remediation Contractor with respect to the additional cost to cleanup such additional contamination, if cleanup is required pursuant to the definition of Required Remediation, and shall promptly, but in no event later than ten (10) Business Days following the receipt by either Purchaser or Sellers' Representative, as the case may be, of any such additional proposal, deliver a copy of the same to Sellers' Representative or Purchaser, as the case may be (the cost contained in any such proposal received being hereinafter the "Initial Supplemental Estimated Remediation Cost"). Either Sellers' Representative or Purchaser shall have a period of thirty (30) days following the receipt of the Initial Supplemental Estimated Remediation Cost to deliver to the other a detailed written proposal of scope and cost for any additional work from the Approved Remediation Contractor who was not initially selected to prepare the Initial Supplemental Estimated Remediation Cost (the cost, if any, contained in any such proposal received by the party furnishing it being hereinafter the "Alternative Supplemental Estimated Remediation Cost"). In the event that, the either the Sellers' Representative or the Purchaser, as the case may be fails to deliver an Alternative Supplemental Estimated Remediation Cost within thirty (30) days following the receipt of the Initial Supplemental Estimated Remediation Cost, the Purchaser Remediation Costs shall be deemed to be increased by the amount specified in Initial Supplemental Estimated Remediation Cost. In the event that either the Sellers' Representative or the Purchaser delivers an Alternative Supplemental Estimated Remediation Cost within thirty (30) days following the receipt of the Initial Supplemental Estimated Remediation Cost, the amount of the increase in the Purchaser Remediation Costs shall be the lower of the Initial Supplemental Estimated Remediation Cost and the Alternative Supplemental Estimated Remediation Cost. There shall be no limit on the number of times that the amount of the Purchaser Remediation Costs is increased through the operation of this paragraph; provided that the Purchaser Remediation Costs shall not be increased pursuant to this paragraph if no additional cleanup of Hazardous Materials is required pursuant to the definition of Required Remediation. If the costs of any part of the Required Remediation are increased due to an act of God or an act or omission (after the Closing) by a Person other than any Seller or an agent, representative or contractor of any Seller, Sellers shall not be responsible for any such increase.

(e) Purchaser and Sellers acknowledge that petroleum in its naturally occurring form is present beneath and adjacent to the North Baltimore Real Property ("Petroleum"). Should the removal of Petroleum be part of the Required Remediation, Purchaser may seek a buyer for the Petroleum. To the extent Purchaser, at any time, sells the Petroleum removed as part of any Required Remediation, Purchaser Remediation Costs payable by Sellers shall be reduced or refunded by the amount of money Purchaser receives for the Petroleum.

(f) Subject to the cost sharing specified in Section 6.4(b), Purchaser shall submit all invoices received from any such environmental contractor, or consultant in connection with performance of the Required Remediation to Sellers' Representative and the Escrow Agent and, if Sellers' Representative does not object in a writing provided to Purchaser and the Escrow Agent, the Escrow Agent shall promptly, but in no event later than ten (10) Business Days following receipt by the Escrow Agent of any such invoices, pay to the Purchaser the amount reflected on any such invoice. The fact that a portion of the Indemnification Escrow Deposit is to be withheld from distribution to Sellers to reflect any unpaid portion of the Purchaser Remediation Costs shall not be deemed to limit the obligation of Sellers to indemnify the Purchaser for all costs and expenses incurred by Purchaser to perform the Required Remediation and Sellers hereby acknowledge their several obligation in accordance with their Percentage Interests to indemnify Purchaser for all such costs and expenses; provided that, in no event shall the aggregate amount which the Sellers are obligated to indemnify the Purchaser for with respect to all Claims for indemnification under this Agreement, including costs and expenses incurred by Purchaser to perform the Required Remediation, exceed the Cap. Subject to the foregoing, if and to the extent that the amount of the costs and expenses incurred by the Purchaser to perform the Required Remediation exceed the amount contained in the Indemnification Escrow Account, if Sellers' Representative does not object in a writing provided to Purchaser and the Escrow Agent, the Sellers shall promptly, but in no event later than ten (10) Business Days following delivery of any invoices for such services to Sellers' Representative, pay to Purchaser their respective Percentage Interests in the amount of such invoices, subject to the aggregate limit of the Cap.

ARTICLE 7

TAX MATTERS

7.1 Straddle Period. In the case of any Tax Return with respect to a Taxable period that includes (but does not end on) the Closing Date (a "Straddle Period") of a member of the Company Group, Purchaser will, to the extent permitted by Law, elect to treat the Closing as the last day of the taxable year or period and will apportion any Taxes arising out of or relating to a Straddle Period to the Pre-Closing Tax Period and the Post-Closing Tax Period under the "closing-the-books" method as described in Treasury Regulation Section 1.1502-76(b)(2)(i) (or any similar provision of state, local or foreign law); provided, however, that any Closing Date Tax Benefits will be apportioned to the Pre-Closing Tax Period. In any case where applicable Law does not permit a member of the Company Group to treat the Closing as the last day of the taxable year or period, any Taxes arising out of or relating to a Straddle Period will be apportioned to the Pre-Closing Tax Period and the Post-Closing Tax Period based on a closing of the books; provided, however, that (i) exemptions, allowances or deductions that are calculated on an annualized basis (including depreciation, amortization and depletion deductions) will be apportioned on a daily pro rata basis, and (ii) real and personal property Taxes and any other Tax that is not based on or measured by income, gross receipts, sales, use or payroll shall be allocated on a per diem basis; provided, however, that any Closing Date Tax Benefits will be apportioned solely to the Pre-Closing Tax Period.

7.2 Tax Returns. Sellers shall prepare or cause to be prepared and file all Pre-Closing Tax Period Tax Returns of each member of the Company Group which are to be filed after the Closing Date, including, all Straddle Period Tax Returns of each member of the Company Group. The Purchasers shall provide an authorization to Seller's to allow Sellers to execute such Pre-Closing Tax Period Tax Returns on behalf of the Company Group. Such Tax Returns shall be prepared in a manner consistent with the past practices and customs of the Company Group except to the extent any such practice or custom is clearly not permitted by applicable Law. Sellers shall use their Best Efforts to prepare and file the federal and state income Tax Returns for the taxable year of the Company Group that ends on the Closing Date (the "Pre-Closing Stub Returns") within seventy-five (75) days of the Closing Date. Sellers shall deliver the Straddle Period Tax Returns to Purchaser at least thirty (30) days prior to the proposed filing date of such Tax Returns, for review and comment. Sellers shall make any changes requested by the Purchaser that are reasonable, in accordance with applicable Law and consistent with Sellers past practices in the preparation of its Straddle Period Tax Returns. Sellers shall not file the Straddle Period Tax Returns without the consent of Purchaser, which consent shall not be unreasonably withheld; provided, that it shall not be unreasonable to withhold consent to the filing of any Tax Return that does not comply with this Section 7.2. In the event that Sellers' Representative refuses to make a change to the Straddle Period Tax Return requested by Purchaser and in the event that, within ten (10) days following receipt by Sellers' Representative of written notice from Purchaser that Purchaser is disputing the refusal of Sellers' Representative to make any such change to the Straddle Period Tax Return, the determination of whether or not the change should be made to the Straddle Period Tax Return shall be referred to the Referee whose determination shall be conclusive and binding on the parties. The fees and expenses of the Referee shall be allocated among the Purchaser and the Sellers in the same manner as provided for in Section 3.6 hereof. Within ten (10) days prior to the due date of a Straddle Period Tax Return, the Purchaser shall pay the Sellers' Representative the amount of Taxes attributable to the Post Closing Tax Period shown to be due on such Tax Returns prepared in accordance with this Section 7.2 and consented to by the Purchaser in accordance with this Section 7. In addition, Sellers' Representative will provide Purchaser with copies of all other pre-Closing Date Tax Returns that have not been filed as of the Closing Date in advance of filing such Tax Returns.

7.3 Amendment to Tax Returns. Without the prior written consent of the Sellers' Representative, which consent shall not be unreasonably withheld, conditioned or delayed, none of Purchaser or any member of the Company Group shall amend, refile or otherwise modify any Tax Return of any member of the Company Group for a Pre-Closing Tax Period or Straddle Period Tax Return, or waive any limitations period with respect to such Tax Returns, if such amendment, refiling or modification would (a) result in an increase in Taxes for any Pre-Closing Tax Period for which the Sellers would be liable hereunder, (b) create an obligation of Sellers to indemnify Purchasers under this Agreement or (c) would reduce the amount of any refunds for the Closing Date Tax Benefit or the tax refunds contemplated by the last sentence of Section 7.4.

7.4 Tax Refunds and Benefits Refunds.

(a) Refunds

(i) Purchaser is a C corporation that will include Holdings and Brown or any Affiliate of Purchaser in its Federal consolidated Tax group ("Purchaser

Group") on the first day following the Closing Date. Purchaser and Sellers acknowledge and agree that Holdings and Brown shall end their consolidated Tax year at the Closing Date and Sellers shall file for a refund of Taxes paid by the Company Group for the period prior to the Closing.

(ii) All "Applicable Tax Refunds" received after Closing by the Purchaser Group shall solely be for the account of the Sellers and the Option Holders as described in this Section. An "Applicable Tax Refund" is a refund of Tax received by the Purchaser Group after the Closing that is attributable to Closing Date Tax Benefits recognized after the Closing.

(iii) The Purchaser Group shall direct all Governmental or Regulatory Authorities to pay any and all such Applicable Tax Refunds directly via SWIFT or wire transfer to a segregated, interest bearing account with a federally insured banking institution with branches in Illinois acceptable to Sellers' Representative solely designated for the purpose of providing the Sellers and the Option Holders with the Applicable Tax Refunds (the "Tax Refund Account"), which shall be a subaccount of the Escrow Account.

(iv) The Purchaser Group shall keep all assets in such Tax Refund Account unencumbered from any third party and shall not assign, sell, pledge, transfer or otherwise encumber Sellers' and Option Holders' interest in the Applicable Tax Refunds or the Tax Refund Account to any party other than the Sellers and the Option Holders. Purchaser Group covenants to the Sellers and the Option Holders that the Tax Refund Account will only be used for the collection and disbursement of any Applicable Tax Refunds for the benefit of the Sellers and the Option Holders and for no other purpose. The Purchaser Group will: (a) notify the Sellers' Representative immediately upon notice that a Governmental or Regulatory Authority has deposited funds in the Tax Refund Account, and (b) provide the Sellers' Representative with monthly statements from the Tax Refund Account within five Business Days of receipt from the banking institution.

(v) To the extent any Governmental or Regulatory Authorities do not pay any Applicable Tax Refunds via SWIFT or wire transfer directly to the Tax Refund Account, but instead pay such Applicable Tax Refunds via check or other means directly to any member of the Purchaser Group, then the Purchaser Group shall immediately endorse and delivery such check to the Sellers' Representative.

(b) Tax Benefits.

(i) To the extent the Purchaser Group recognizes any reduction in Tax liability arising from the Closing Date Tax Benefits at any time, the Purchaser Group shall pay to the Sellers' Representative for the benefit of the Sellers and Option Holders an amount of cash equal to the reduction in Taxes owed within five (5) Business Days after the Purchaser Group files any Tax Return after the Closing. The amount that the Purchaser Group shall pay under this subsection

shall be determined on a "with and without" basis considering the Closing Date Tax Benefits.

(ii) The Purchaser Group will indemnify, defend and hold the Sellers and the Option Holders harmless from any breach of the provisions of this Section 7.4 by any member of the Purchaser Group. The Purchaser Group agrees that should the Sellers or the Option Holders find it necessary to take any action to enforce their rights pursuant to the provisions of this Section 7.4, then the Purchaser Group shall within five (5) Business Days of Sellers' Representatives written request, reimburse Sellers and the Option Holders, as applicable, for all fees, costs and expenses (including attorneys fees and fees of accountants and other professionals retained by Sellers or the Option Holders) in connection with enforcement of the rights pursuant to this Section 7.4, which rights shall be cumulative and in addition to any other rights or remedies to which the Sellers or the Option Holders may be entitled hereunder or under applicable Law. All calculations necessary to compute the amount of a cash benefit or additional Closing Date Tax Benefits under this Section 7.4 shall be done on a with and without basis similar to that done in Section 6.4(d).

7.5 No Code Section 338 Election. Purchaser shall not make, or cause to be made, any election under Section 338 of the Code with respect to the transactions contemplated by this Agreement.

7.6 Cooperation on Tax Matters. Purchaser, the Company Group and Sellers will cooperate fully, as and to the extent reasonably requested by the other party, in connection with any Tax matters relating to the Company Group (including by the provision of reasonably relevant records or information). The party requesting such cooperation will pay the reasonable out-of-pocket expenses of the other party. Such cooperation will include without limitation:

(i) assisting the other party in preparing any Tax Returns including requests for Tax refunds which such other party is responsible for preparing and filing, such assistance to include reasonable access by the Sellers' Representative to Tim Hack for such purposes;

(ii) cooperating fully in preparing for any audits of, or disputes with Governmental or Regulatory Authorities regarding, any Tax Returns of the Companies or Taxes due by the Companies, it being acknowledged and agreed that Sellers' Representative shall be granted the right to dispute any Taxes which may be the subject of indemnification obligations of the Sellers;

(iii) making available to the other and to any Governmental or Regulatory Authority as reasonably requested all information, records and documents relating to Taxes of the Companies;

(iv) providing timely notice to the other in writing of any pending or threatened Tax audits or assessments relating to Taxes of the Companies for taxable periods for which the other may have any liability; and

(v) furnishing the other with copies of all correspondence received from any Governmental or Regulatory Authority in connection with any Tax audit or information request with respect to any such taxable period.

7.7 Treatment of Payments. Any payments made under this Section 7 or under the indemnification provisions of Section 6 shall be treated as either an increase or decrease in Base Purchase Price.

ARTICLE 8

CERTAIN COVENANTS

8.1 Non-Compete; Non-Solicitation.

(a) Altus Capital Partners SBIC, L.P. and Altus-D.S. Brown Co-Invest, LLC (collectively, the "Restricted Parties") agree that for a period of two (2) years from the Closing Date (the "Restriction Period"), neither the Restricted Parties nor any of their respective Affiliates over which they have control will, directly or indirectly, without the prior written consent of Purchaser:

(i) engage or participate or have any ownership or other financial interest in (except for owning not more than five percent (5%) of the outstanding securities of any class of securities of a publicly traded company), or in any way assist (as an employee, agent, consultant, investor, partner, shareholder or otherwise) a Competing Business anywhere in the world; or

(ii) divert, solicit or attempt to divert, or assist or encourage any Person in diverting, soliciting or attempting to divert, to or for any Competing Business, any customer or supplier of Purchaser related to the Business; or

(b) The Restricted Parties agree that for a period of three (3) years from the Closing Date neither the Restricted Parties nor any of their respective Affiliates over which they have control, will directly or indirectly, without the prior consent of Purchaser, solicit (other than by means of general advertisement) or hire any of Kirk L. Feuerbach, Gerald A. Wetzel, Timothy L. Hack, Tom Lewis or Mark Kaczinski to become an employee or consultant of any of the Restricted Parties for employment or consultation in connection with a Competing Business.

For purposes of this Section 8.1, all references to Purchaser shall be deemed to include any and all subsidiaries of Purchaser. A notice by any Restricted Party of any job listing or opening, or similar general publication of a job search or availability shall not be construed as a violation or breach of this Section 8.1.

(c) Each Restricted Party, on behalf of himself, herself or itself, agrees and acknowledges that the duration and scope of the non-solicitation/no-hire, and other provisions described in this Section 8.1 are fair, reasonable and necessary in order to protect the legitimate interests of Purchaser, and that adequate consideration has been received by such Restricted Party for such obligations. If, however, for any

reason any court determines that the restrictions in this Section 8.1 are not reasonable or that such consideration is inadequate, such restrictions shall be interpreted, modified or rewritten to include as much of the duration, scope and geographic area identified in this Section 8.1 as will render such restrictions valid and enforceable.

(d) Each Restricted Party, on behalf of himself, herself or itself, acknowledges that any breach of the provisions contained in this Section 8.1 may result in serious and irreparable injury to Purchaser. Therefore, notwithstanding Section 6.5, Restricted Parties acknowledge and agree that only in the event of a breach of this Section 8.1 by any Restricted Party, Purchaser shall be entitled, in addition to any other remedy at Law or in equity to which Purchaser may be entitled, to a grant by a court of competent jurisdiction of equitable relief against such Restricted Party, including, without limitation, an injunction to restrain such Restricted Party from such breach and to compel compliance with the obligations of Restricted Party hereunder in protecting or enforcing Purchaser's rights and remedies.

8.2 Restricted Use of Confidential Information.

(a) Non-Disclosure and Non-Use of Confidential Information. Each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information (i) will be kept confidential by the Receiving Party; (ii) will be used by it, its Affiliates and Representatives only for the purposes of evaluating and consummating the transactions contemplated by this Agreement; and (iii) without limiting the foregoing, will not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized Representative of the Disclosing Party. Each Receiving Party will disclose the Confidential Information of the Disclosing Party only to its Representatives who require such material for the purpose of evaluating or advising with respect to the transactions contemplated by this Agreement and are informed by the Receiving Party of its obligations under this Section 8.2 with respect to such information. Each Receiving Party will enforce the terms of this Section 8.2 as to its respective Representatives and be responsible and liable for any breach of the provisions of this Section 8.2 by it or its Representatives.

(b) From and after the Closing, the provisions of Section 8.2(a) will not apply to or restrict in any manner Purchaser's use of any Confidential Information that is a Company asset or liability.

(c) Section 8.2(a) does not apply to Confidential Information that (i) was, is or becomes generally available to the public other than as a result of a breach of this Section 8.2 or any applicable confidentiality agreement by the Receiving Party or its Representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is or becomes available to the Receiving Party on a nonconfidential basis from a third party not bound by a confidentiality agreement with the Disclosing Party or any legal, fiduciary or other obligation to the Disclosing Party restricting such disclosure.

Sellers will not disclose any Confidential Information of the Companies acquired prior to Closing relating to any of the Companies in reliance on the exceptions in clauses (ii) or (iii) above.

(d) If a Receiving Party is required by applicable Law, stock exchange requirement or regulation to make any disclosure that is prohibited or otherwise constrained by this Section 8.2, that Receiving Party will provide the Disclosing Party with prompt notice of such compulsion or request (unless prevented by applicable Law) so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Section 8.2. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose; provided, however, that the Receiving Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The provisions of this Section 8.2(d) do not apply to any legal proceedings between the parties to this Agreement.

8.3 Conduct of Business by the Companies Pending the Closing.

(a) From the Execution Date through the Effective Time, the Companies shall: (i) conduct their business in the Ordinary Course of Business and in compliance in all material respects with all applicable Laws; (ii) use reasonable best efforts to preserve intact their respective business organizations and goodwill, keep available the services of their respective present officers, employees and independent contractors, and preserve the goodwill and business relationships with customers, suppliers, licensors, licensees and others having business relationships with them, in each case such that the Business and its operations, organization shall be unimpaired in all material respects on the Closing Date; (iii) make no capital expenditure in excess of One Hundred Thousand Dollars ($100,000) without prior notification to Purchaser; (iv) preserve the present business relationships which it has with its vendors, customers, suppliers and other Persons having business relationships with any of the Companies. Notwithstanding the foregoing, as soon as possible but not later than three (3) months after the execution of this Agreement ("Carve-out Date"), the Sellers and the Companies (prior to the Closing Date) and the Purchaser and the Companies (on and after the Closing Date) shall take, and shall procure Kirk Feuerbach, or such other individual as may be reasonably acceptable to Sellers' Representative, in the capacity of the legal representative of Brown China to take, such action as may be required to terminate the status of Brown China as a subsidiary or Affiliate of the Companies as of the Carve-out Date, by means of transferring all of the equity interests in Brown China to a designee of the Sellers ("Carve-out Transfer"). From the date hereof, the sole activities to be conducted in connection with Brown China will be to spinoff and liquidate the business. The Sellers' Representative and its counsel shall prepare the documents necessary for the Carve-out Transfer and shall provide copies of all such documents to the Purchaser in advance of execution or filing for the Purchaser's review. Sellers shall reimburse

Purchaser up to Seven Thousand Five Hundred and no/100th Dollars ($7,500.00) for its legal fees in connection with the review of such documents.

(b) Except as otherwise contemplated by this Agreement, (x) in connection with the Carve-out Transfer of Brown China, (y) as required by applicable Law, or (z) with the advance written approval of the Purchaser, during the period beginning on the date hereof and continuing through to the Closing Date, the Sellers shall take such action as may be necessary to cause each of the Companies not to: (i) declare, set aside, make or pay any dividend or other distribution in stock or property of any member of the Company Group; (ii) split, combine or reclassify any shares of capital stock of any of the Companies; (iii) redeem or otherwise acquire (directly or indirectly) any shares of capital stock of any of the Companies; (iv) transfer, issue, sell, deliver, pledge or otherwise dispose of any shares of capital stock or other equity interests in any of the Companies; (v) grant any options, warrants, calls or other rights to purchase or otherwise acquire any capital stock or other equity interests of any of the Companies; (vi) directly or indirectly acquire, by merger, consolidation or purchase, all or a substantial equity interest in any Person or all or substantially all the assets of any Person; (vii) except in the Ordinary Course of Business, sell, lease, license or otherwise dispose of or subject to any Lien (other than Permitted Liens), any material property or assets of any of the Companies other than pursuant to Contracts entered into prior to the date hereof; (viii) make any loans, advances or capital contributions to or investments in any Person; (ix) enter into, terminate or amend any Material Contract other than in the Ordinary Course of Business: (x) except as required by Law or any existing Employee Benefit Plan, adopt, enter into, amend in any material respect, alter in any material respect or terminate any Employee Benefit Plan or any collective bargaining agreement; (xi) make any change in any of its present accounting methods and practices, except as required by changes in GAAP or applicable Law, or make or change any Tax election, adopt or change any Tax accounting method, file any amended Tax Return, enter into any closing agreement with respect to Taxes, settle any Tax Claim or assessment, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax Claim or assessment or take any other action, or omit to take any other action relating to the filing of any Tax Return or the payment of any Tax, if such election, change, amendment, agreement, settlement, surrender, consent or other action or omission would have the effect of increasing the Tax liability of the Purchaser, any of its Affiliates or any of the Companies for any period ending after the Closing Date or decreasing any Tax attribute of the Purchaser or any of its Affiliates or any of the Companies existing as of the Closing Date; (xii) amend or authorize any amendment to any of the Organizational Documents of any of the Companies; (xiii) effect or agree to effect any merger, acquisition, recapitalization, reclassification, consolidation, liquidation, bankruptcy or other reorganization with respect to any of the Companies; (xiv) cancel or terminate any Insurance Policies or allow the coverage under any Insurance Policies to lapse, unless, in the case of any Insurance Policies as to which no claims have been made, simultaneously with such termination, cancellation or lapse, replacement policies have been procured and are in full force and effect providing coverage equal to or greater than coverage under the canceled, terminated or lapsed Insurance Policies for substantially similar premiums

and with insurance companies having substantially the same or better AM Best rating as the AM Best rating of the insurance companies whose Insurance Policies have been terminated, cancelled or allowed to lapse; (xv) except as set forth on Section 8.3 (xv) of the Disclosure Schedules, abandon or fail to maintain any material Intellectual Property or license, assign, sell, encumber or otherwise transfer or dispose of any Intellectual Property; (xvi) sell, lease, license, encumber or dispose of any Owned Real Property or modify, amend or terminate any leases of any Leased Real Property; (xvii) settle or compromise any Proceeding or commence any proceeding; (xviii) delay or postpone the payment of any accounts payable or other Liabilities or accelerate the collection of its accounts receivables or otherwise manage its working capital other than in the Ordinary Course of Business; (xix) issue any note, bond, other debt security or create, incur, assume or guarantee any Debt other than in the Ordinary Course of Business; or (xx) agree or commit to do any of the foregoing.

8.4 Announcement. Neither Sellers nor Purchaser will issue any press release or otherwise make any public statement with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other (which consent will not be unreasonably withheld), except as may be required by applicable Law. Notwithstanding anything in this Section 8.3 to the contrary, Sellers and Purchaser may mutually agree to issue a press release and/or make public statements (together or independently) regarding this Agreement and the transactions contemplated hereby upon Closing and will, to the extent practicable, consult with each other before issuing, and provide each other a reasonable prior opportunity to review and comment upon, any such press release or other public statements whether or not required by applicable Law.

8.5 Access to Information. Between the date of this Agreement and the Closing Date and upon reasonable advance notice from Purchaser, Sellers will, and will cause the Companies to, afford Purchaser reasonable access during normal business hours to the Companies' personnel, properties, Contracts, books and records and other financial, operating and other data and information as Purchaser may reasonably request. The foregoing covenant will not require Sellers or the Companies to provide Purchaser with access to any personnel, properties, Contracts, books and records or other financial, operating or other data and information (a) that Sellers believe in good faith may be subject to any contractual confidentiality obligation, (b) that may be covered by any attorney-client, work product or similar legal privilege or (c) that permit Purchaser to conduct any Phase II or other invasive environmental testing procedures, including conducting soil, ground water, air emissions or other testing relating to any of the Real Property.

8.6 Consents.

(a) Sellers and the Companies shall use commercially reasonable efforts to obtain all Consents needed to consummate the transactions contemplated by this Agreement or that are listed in Section 5.1(c) of the Disclosure Schedules; provided, however, that Sellers and the Companies shall not offer or pay any consideration, or make any agreement or understanding affecting the Business or the assets, properties or Liabilities of the Companies, in order to obtain any such third Person consents, approvals or waivers, except with the prior written consent of Purchaser.

(b) The Companies and Purchaser shall file the notification report, and all other documents to be filed in connection therewith, required by the HSR Act and the notification rules promulgated thereunder with the United States Federal Trade Commission and the United States Department of Justice, as well as any other filings required under the Antitrust Laws of any other jurisdiction, as soon as practicable following the date hereof, but in any event within two Business Days following the date hereof with respect to filings required under the HSR Act (the date on which such filing is made, the "Original Filing Date") and ten Business Days for any filings required under any other Antitrust Law. Purchaser shall pay directly to the applicable Government Antitrust Entity the applicable filing fee required in connection with any HSR notification or other antitrust filing required in connection with this Agreement. The Companies and Purchaser shall respond promptly to any request for information that may be issued by any Government Antitrust Entity. Subject to the terms and conditions herein, Purchaser and the Companies shall use commercially reasonable efforts to cause the waiting periods under the HSR Act and the Antitrust Laws of any other jurisdiction, as applicable, to terminate or expire at the earliest possible date after the Original Filing Date (it being understood that this provision is not intended to require any party to seek early termination of the HSR Act waiting period or any other applicable waiting period). For purposes of this Agreement, "Antitrust Laws" shall mean the HSR Act and any other federal, state or foreign statutes, rules, regulations, orders or decrees that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade. Without limiting the generality of the undertakings of the Companies pursuant to this Section 8.5(b), the Companies shall, in each case with the consent of Purchaser:

(i) use their commercially reasonable efforts to prevent the entry in a Proceeding brought under any Antitrust Law by a Governmental or Regulatory Authority with jurisdiction over the enforcement of any applicable Antitrust Laws ("Government Antitrust Entity") or any other party of any permanent or preliminary injunction or other order that would make consummation the transactions contemplated by this Agreement in accordance with the terms of this Agreement unlawful or that would prevent or delay such consummation; provided that, Purchaser and its counsel shall be responsible for all discussions with any Government Antitrust Entity (after consultation with the Companies and their counsel) to the maximum extent permitted by Law and except as required by any Government Antitrust Entity; and

(ii) take promptly, in the event that such an injunction or order has been issued in such a Proceeding, any and all steps, including the appeal thereof or the posting of a bond, necessary to vacate, modify or suspend such injunction or order so as to permit such consummation on a schedule as close as possible to that contemplated by this Agreement.

(c) Subject to applicable Laws and subject to all applicable privileges, including the attorney-client privilege, Purchaser and the Companies will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or

submitted by or on behalf of any party hereto relating to proceedings under the HSR Act or any other Antitrust Law, and shall promptly inform the other of any oral communication with, and provide copies of written communications with, any Governmental Antitrust Entity regarding any such filings or this transaction.

ARTICLE 9

SELLERS' REPRESENTATIVE

9.1 Authorization of the Sellers' Representative. Sellers hereby appoint, authorize and empower Altus Capital Partners, Inc. (and each successor appointed in accordance with Section 9.5 hereof) to act as the representative, for the benefit of Sellers (the "Sellers' Representative"), in connection with and to facilitate the consummation of the Contemplated Transactions, and in connection with the performance of the various actions required or permitted to be performed on behalf of Sellers under this Agreement and the Escrow Agreement, for the purposes and with the powers and exclusive authority hereinafter set forth in this Article 9 and in the Escrow Agreement, which shall include the sole and exclusive power and authority:

(a) To execute and deliver the Escrow Agreement in substantially the forms attached to this Agreement (with such modifications or changes therein as to which the Sellers' Representative, in its sole discretion, shall have consented) and to agree to such amendments or modifications thereto as the Sellers' Representative, in its sole discretion, determines to be desirable, provided that Sellers' Representative will not exercise its discretion to its sole advantage in a manner that is otherwise solely to the detriment of the other Sellers;

(b) To execute and deliver such amendments, waivers and consents in connection with this Agreement and the Escrow Agreement, and the consummation of the transactions contemplated hereunder and thereunder as the Sellers' Representative, in its sole discretion, may deem necessary or desirable (provided, however, that any such amendment, waiver or consent the effect of which is to treat any Seller(s) differently than the other Sellers shall require such Seller(s) prior written consent, provided further, that in no event will any indemnity obligation of a Seller hereunder be increased without the written consent of such Seller nor will the Sellers' Representative exercise its sole discretion to its sole advantage in a manner that is otherwise solely to the detriment of the other Sellers;

(c) To collect and receive all moneys payable to Sellers pursuant to the terms of this Agreement and the Escrow Agreement, including, without limitation, the Closing Payment, and the Indemnification Escrow Deposit in the Indemnification Escrow Account, the Working Capital Escrow Deposit in the Working Capital Escrow Account and any Closing Date Tax Benefits in the Tax Refund Account (collectively, the "Escrow Accounts") and, subject to this Agreement and the Escrow Agreement and subject to the withholding and retention provisions hereinafter set

forth in this Article 9, to disburse and pay the same to each Seller to the extent of and in accordance with their respective Percentage Interests;

(d) As the Sellers' Representative, to enforce and protect the rights and interests of Sellers and to enforce and protect the rights and interests of the Sellers' Representative arising out of or under or in any manner relating to this Agreement and the Escrow Agreement, and each other agreement, document, instrument or certificate referred to herein or therein or the transactions provided for herein or therein (including, without limitation, in connection with any and all claims for indemnification brought by any indemnifying party under Article 6 hereof) and, in connection therewith, to (i) assert any claim or institute any action, proceeding or investigation in the name of the Sellers' Representative or, if the Sellers' Representative so elects, in the names of one or more of Sellers; (ii) investigate, defend, contest or litigate any claim, action, proceeding or investigation against the Sellers' Representative and/or any of the Sellers, and receive process on behalf of any or all Sellers in any such claim, action, proceeding or investigation and compromise or settle on such terms as the Sellers' Representative shall determine to be appropriate, and give receipts, releases and discharges with respect to, any such claim, action, proceeding or investigation; (iii) file any proofs of debt, claims and petitions as the Sellers' Representative may deem advisable or necessary; (iv) to settle or compromise any claims asserted under this Agreement or the Escrow Agreement and (v) file and prosecute appeals from any decision, judgment or award rendered in any such action, proceeding or investigation in the name of the Sellers' Representative or, if the Sellers' Representative so elects, in the names of one or more of the Sellers, it being understood that the Sellers' Representative shall not have any obligation to take any such actions, and shall not have any liability for any failure to take any such actions;

(e) To enforce payment of the Closing Payment and amounts due to Sellers from the Escrow Accounts and any other amounts payable to Sellers, in each case on behalf of Sellers and each of them to the extent of each of their respective Percentage Interests therein, in the name of the Sellers' Representative or, if the Sellers' Representative so elects, in the names of one or more of the Sellers;

(f) To cause to be paid out of the Indemnification Escrow Account in accordance with the terms of the Escrow Agreement the full amount of any judgment or judgments and legal interest and costs awarded in favor of any Indemnified Party arising out of the indemnification provisions set forth in Article 6 hereof, or any amounts payable to any such Indemnified Party in respect of any compromise or settlement of any claim for indemnification under such Article 6 agreed to by the Sellers' Representative in its sole discretion;

(g) To refrain from enforcing any right of Sellers or any of them and/or of the Sellers' Representative arising out of or under or in any manner relating to this Agreement, the Escrow Agreement or any other agreement, instrument or document in connection with the foregoing; provided, however, that no such failure to act on the part of the Sellers' Representative, shall be deemed a waiver of any such right or

interest by the Sellers' Representative unless such waiver is in a writing signed by the Sellers' Representative; and

(h) To make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that that Sellers' Representative, in its sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by this Agreement and the Escrow Agreement and all other agreements, documents or instruments referred to herein or therein or executed in connection herewith or therewith; provided that Sellers' Representatives will not exercise its sole and absolute discretion to its sole advantage in a manner that is otherwise solely to the detriment of the other Sellers.

The grant of authority provided for in this Section 9.1: (i) is coupled with an interest and shall be irrevocable and survive the death, incompetency, bankruptcy or liquidation of any Seller; (ii) subject to the provisions of Section 9.5 below, may be exercised by the Sellers' Representative either by signing separately as Sellers' Representative of each of Sellers or, after listing all of the Sellers executing an instrument, by the signature of the Sellers' Representative acting in such capacity for all of them; and (iii) shall survive the delivery of an assignment by a Seller of the whole or any fraction of its interest hereunder, including his, her or its Percentage Interest. Purchaser shall have the right to rely upon all actions taken or omitted to be taken by the Sellers' Representative pursuant to this Agreement and the Escrow Agreement, all of which actions or omissions shall be legally binding upon the Sellers. Following receipt of written notice by Sellers Representative, it will provide Sellers with notice of any material claim, investigation or proceeding against Sellers.

9.2 Payments of Expenses; Holdbacks.

(a) The Sellers' Representative shall withhold and retain from the Closing Payment, and shall have the right to withhold and retain from the funds distributed by the Escrow Agent to the Sellers' Representative from the Escrow Accounts, ratably in accordance with each Seller's Percentage Interest, Two Hundred Fifty Thousand Dollars ($250,000.00) to pay all known expenses which are required to be paid or borne by Sellers pursuant to this Agreement and the Escrow Agreement and shall pay all such expenses out of the amount or amounts so withheld. The Sellers' Representative shall provide to Sellers a breakdown of the expenses for which Sellers are responsible as such expenses are withheld and retained from the Closing Payment. In the event that the amounts so withheld are insufficient to pay all expenses required to be paid or borne by Sellers or incurred for the benefit of Sellers, each Seller, upon written notification from the Sellers' Representative of any such deficiency, shall promptly deliver to the Sellers' Representative full payment of its, his or her ratable share of the amount of such deficiency in accordance with such Seller's Percentage Interest or the Sellers' Representative, at its election, may deduct from the Expense Account all amounts required to compensate the Sellers' Representative for such deficiency. Within ninety (90) days after the second (2nd) anniversary of the date on which the funds in the Escrow Accounts have been disbursed in full, the Sellers'

Representative shall disburse to each Seller its, his or her ratable share of the amounts withheld pursuant to this Section 9.2(a), less any amounts expended or committed to be expended and less the amount of any pending disputes or claims.

(b) In connection with the performance of its obligations hereunder, the Sellers' Representative shall have the right at any time and from time to time to select and engage, at the cost and expense of Sellers in accordance with their Percentage Interests (to the extent hereinafter set forth), attorneys, accountants, investment bankers, advisors, consultants (including, without limitation, consultants specializing in environmental liability and similar matters), and clerical personnel and obtain such other professional and expert assistance, and maintain such records, as the Sellers' Representative may deem necessary or desirable and incur other out-of-pocket expenses. In furtherance of the foregoing and to enable the Sellers' Representative to pay all costs and expenses payable pursuant to this Agreement, the Sellers' Representative shall be authorized to withhold amounts received for the account of Sellers (including, without limitation, amounts otherwise distributable to Sellers from the Closing Payment and the Escrow Accounts).

9.3 Percentage Interests, Disbursements.

(a) All payments to Sellers out of the Purchase Price, the Escrow Accounts and by the Sellers' Representative hereunder, and all deductions or other setoffs from such payments or other proceeds, shall be allocated among Sellers in accordance with their respective Percentage Interests, which Percentage Interest with respect to each Seller shall at any given time be a percentage equal to (i) a fraction, the numerator of which shall be the aggregate amount of the Purchase Price to which such Seller or Option Holder is entitled under this Agreement at such time and the denominator of which shall be the aggregate amount of the Purchase Price payable to all Sellers and Option Holders hereunder at such time, multiplied by (ii) 100 (the "Percentage Interest").

(b) The Purchase Price and the Escrow Accounts shall be distributed by the Sellers' Representative in accordance with this Agreement to each Seller in accordance with its Percentage Interest (calculated as provided in Section 9.3(a) above), subject, however, to the right of the Sellers' Representative to deduct and withhold amounts as contemplated by the provisions of this Article 9.

9.4 Compensation; Exculpation; Indemnity; Security.

(a) The Sellers' Representative shall not be entitled to any fee, commission or other compensation for the performance of its services hereunder, but shall be entitled to the payment of all its out-of-pocket expenses incurred as the Representative, and in furtherance of the foregoing, may pay or cause to be paid or reimburse itself for the payment of any and all such out-of-pocket expenses, or may draw advances in respect of anticipated out-of-pocket expenses, from the Purchase Price and funds properly disbursed to the Sellers' Representative from the Escrow Accounts in accordance with the terms of this Agreement and the Escrow Agreement.

The Sellers' Representative shall provide to Sellers a breakdown of such out-of-pocket expenses.

(b) In dealing with this Agreement, the Escrow Agreement and any instruments, agreements or documents relating thereto, and in exercising or failing to exercise all or any of the powers conferred upon the Sellers' Representative hereunder, (i) the Sellers' Representative assumes and shall incur no responsibility whatsoever to any Seller by reason of any error in judgment or other act or omission performed or omitted hereunder or in connection with the Escrow Agreement or any such other agreement, instrument or document, excepting only responsibility for any act or failure to act which represents willful misconduct, and (ii) the Sellers' Representative shall be entitled to rely on the advice of counsel, public accountants or other independent experts experienced in the matter at issue, and any error in judgment or other action or omission of the Sellers' Representative pursuant to such advice shall in no event subject the Representative to liability to any Seller.

(c) Each Seller, severally, shall indemnify the Sellers' Representative against all damages, liabilities, claims, obligations, costs and expenses, including reasonable attorneys', accountants' and other experts' fees and the amount of any judgment against the Sellers' Representative, of any nature whatsoever, arising out of or in connection with any claim, investigation, challenge, action or proceeding or in connection with any appeal thereof, relating to the acts or omissions of the Sellers' Representative hereunder, or under the Escrow Agreement or otherwise; provided, however, that the aggregate amount which any Seller may be liable to indemnify the Sellers' Representative under this Section 9.4(c) shall not exceed the aggregate Purchase Price paid or payable to such Seller hereunder, and the Sellers' Representative shall be entitled to withhold and retain from amounts otherwise payable to such Seller hereunder any amount required to satisfy such Seller's indemnification obligations hereunder. The foregoing indemnification shall not be deemed exclusive of any other right to which the Sellers' Representative may be entitled apart from the provisions hereof. The foregoing indemnification shall not apply in the event of any action or proceeding which finally adjudicates the liability of the Sellers' Representative hereunder for its willful misconduct. In the event of any indemnification under this Section, the Sellers' Representative shall notify Sellers as to the payment of any such indemnification amount, and each Seller shall promptly deliver to the Sellers' Representative full payment of his or her ratable share of the amount of such deficiency, in accordance with such Percentage Interest.

(d) All of the indemnities, immunities and powers granted to the Sellers' Representative under this Agreement shall survive the Closing and/or any termination of this Agreement and/or the Escrow Agreement.

9.5 Successor Representative; Termination of Representative.

(a) In the event the Sellers' Representative becomes unwilling to continue in its capacity hereunder, the Sellers' Representative may resign at any time and be discharged from its duties or obligations hereunder by giving a written resignation to Purchaser and Sellers, specifying the date when such resignation shall take effect; provided, however, that Sellers' Representative will give not less than thirty (30) days prior written notice of such resignation. In the event of such resignation, Sellers shall elect a replacement Sellers' Representative to serve as such hereunder, with each Seller having that number of votes equal to the number of Purchased Shares set forth opposite his, her or its name on Section 5.1(a)(iii) of the Disclosure Schedules.

(b) Upon the later of: (i) the date on which all of the funds in the Escrow Accounts are distributed to Sellers or Purchaser, as applicable, in accordance with the terms hereof and of the Escrow Agreement; and (ii) the date on which all of Sellers' indemnification obligations under Article 6 shall have expired in accordance with such Section, the Sellers' Representative shall be entitled to resign at any time upon giving written notice to Purchaser and Sellers not less than ten (10) Business Days prior to such resignation, and upon the effectiveness of such resignation, the provisions of this Article 9, and the corresponding rights and obligations of the Sellers' Representative under this Agreement, shall expire automatically; provided, however, that such resignation shall not have the effect of releasing the Sellers' Representative from any obligation under this Agreement existing as of the date of such resignation.

9.6 No Third Party Rights. Notwithstanding anything contained in this Agreement or elsewhere to the contrary, no Person or Persons other than the Sellers' Representative (and its successors) shall (i) be entitled to exercise any of the rights or powers of the Sellers' Representative hereunder or under the Escrow Agreement, (ii) have any right to make a call or demand upon any of the Sellers (including the Sellers' Representative) to contribute any amounts to cover expenses or otherwise, or (iii) as a result of the provisions of this Article 9 have any claims or rights against any of the Sellers (including the Sellers' Representative) other than any claims or rights that would exist in any event absent the provisions of this Article 9.

9.7 No Liability of Purchaser. The Purchaser, the Companies, and the Escrow Agent shall not have any liability to any Seller in connection with any action taken by, or omission of, the Sellers' Representative pursuant to the terms of this Agreement and the Escrow Agreement (including, without limitation, any failure of the Sellers' Representative to disburse any funds to the Sellers or any expenses incurred by the Sellers' Representative by or on behalf of Sellers).

ARTICLE 10

CONDITIONS TO CLOSING

10.1 Conditions to Purchaser's Obligation to Close. The obligations of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction,

on or prior to the Closing Date, of each of the following conditions, any of which may be waived by Purchaser in writing:

(a) Representations, Warranties and Covenants. The representations and warranties made by the Companies and the Sellers in this Agreement and qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, in each case, on the Closing Date with the same force and effect as if this Agreement had been executed on and as of the Closing Date. The Companies and Sellers shall have duly performed all of the agreements and covenants and satisfied all of the conditions to be performed or complied with by them on or prior to the Closing Date (including agreements of Sellers to cause the Companies to take or refrain from taking certain actions).

(b) Documents. Sellers shall have delivered to Purchaser all of the documents and agreements set forth in Section 4.3(a).

(c) No Proceedings. Since the date of this Agreement, no Proceeding shall have been commenced or threatened against Purchaser, or against any Representative of Purchaser (a) involving any challenge to, or seeking Damages or other relief in connection with, the transactions contemplated by this Agreement; or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on or otherwise interfering with the transactions contemplated by this Agreement. In addition, no Proceeding shall have been commenced against or threatened against any of the Companies, which Proceeding, if successfully prosecuted against any of the Companies, would have a Business Material Adverse Effect.

(d) No Business Material Adverse Effect. No event that has had, or could reasonably be expected to have a Business Material Adverse effect shall have occurred since the date hereof.

(e) Seller shall have delivered to Purchaser the Consents, to the extent required by Material Contracts.

10.2 Conditions to Sellers' Obligation to Close. The obligations of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived by Sellers in writing:

(a) Representations, Warranties and Covenants. The representations and warranties made by Purchaser in this Agreement and qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on the Closing Date with the same force and effect as if this Agreement had been executed on and as of the Closing Date. Purchaser shall have duly performed all of the agreements and covenants and satisfied all of the conditions to be performed or complied with Purchaser on or prior to the Closing Date.

(b) Deliveries. Purchaser shall have delivered to Sellers all of the documents and agreements set forth in Section 4.3(b).

10.3 Conditions to Obligations of Each Party to Close. The respective obligations of each party to this Agreement to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following condition(s), any of which may be waived by Purchaser or Sellers, as applicable, in writing:

(a) No Legal Impediments to Closing. There shall not be in effect any Order issued by any Governmental or Regulatory Authority preventing the consummation of the transactions contemplated by this Agreement, seeking any Damages as a result of the transactions contemplated by this Agreement, or otherwise affecting the right or ability of Purchaser to own, operate or control the Business, nor shall any Proceeding be pending that seeks any of the foregoing. There shall not be any Law prohibiting Sellers from selling or Purchaser from owning, operating or controlling the Business or that makes this Agreement or the consummation of the transactions contemplated by this Agreement illegal.

(b) HSR Act. The waiting periods (and any extensions thereof) under the HSR Act and any other filings required under any other applicable Antitrust Law shall have expired or been terminated and all filings required to be made prior to the Closing Date with, and all consents, approvals, permits and authorizations required to be obtained prior to the Closing Date from any Governmental or Regulatory Authority in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will have been made or obtained (as the case may be).

ARTICLE 11

TERMINATION

11.1 Circumstances for Termination. At any time prior to the Closing, this Agreement may be terminated by written notice explaining the reason for such termination (without prejudice to other remedies which may be available to the parties under this Agreement, at law or in equity):

(a) by the mutual written consent of Purchaser and Sellers;

(b) by either Purchaser or Sellers if (i) the non-terminating party is in material breach of any material provision of this Agreement and such breach shall not have been cured within thirty (30) days of receipt by such party of written notice from the terminating party of such breach; and (ii) the terminating party is not, on the date of termination, in material breach of any material provision of this Agreement;

(c) by either Purchaser or Sellers if (i) the Closing has not occurred, for any reason, on or prior to April 1, 2011 (the "Outside Closing Date") unless such Outside Closing Date is delayed by satisfaction of the conditions specified in 10.3(b)

above; and (ii) the terminating party is not, on the date of termination, in material breach of any material provision of this Agreement; and

(d) by either Purchaser or Sellers if (i) satisfaction of a closing condition of the terminating party in Article 10 is impossible; and (ii) the terminating party is not, on the date of termination, in material breach of any material provision of this Agreement.

11.2 Effect of Termination. If this Agreement is terminated in accordance with Section 11.1, all obligations of the parties hereunder shall terminate, except for the obligations set forth in Section 8.2, this Article 11 and Article 12; provided, however, that nothing herein shall relieve any party from liability for the breach of any of its representations, warranties, covenants or agreements set forth in this Agreement.

ARTICLE 12

MISCELLANEOUS

12.1 Governing Law and Jurisdiction. This Agreement will be governed by and be construed in accordance with the Laws of the State of Illinois, without regard however to the conflicts of laws principles thereof.

(a) The parties agree that, subject to the provisions of Article 6, any Claim relating to this Agreement shall be brought solely in the state and federal courts of the Delaware and all obligations to personal jurisdiction and venue in any action, suit or proceeding so commenced are hereby expressly waived by all parties hereto; provided, however, that, a party may commence any action or proceeding in a court other than as set forth above solely for the purpose of enforcing an order or judgment issued by one of such courts. The parties waive personal service of any and all process on each of them and consent that all such service of process shall be made by certified mail, postage prepaid and return receipt requested to the party and at the address set forth in Section 12.2 of this Agreement, and service so made shall be complete at the time notice is deemed to be given as stated in such section.

(b) To the extent not prohibited by applicable Law or court rule, each party hereby waives and agrees not to assert, by way of motion, as a defense or otherwise in any such proceeding, any Claim (i) that it is not subject to the jurisdiction of the above-named courts, (ii) that the proceeding is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the proceeding is improper or (v) that this Agreement or the subject matter hereof or thereof may not be enforced in or by such courts.

12.2 Notices. All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered in person, sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or on the next Business Day when sent by overnight courier or when received or rejected by the addressee when sent by

registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as will be specified by like notice):

(1) If to Purchaser to:

Gibraltar Industries, Inc.
3556 Lake Shore Road
P.O. Box 2028
Buffalo, NY 14219-0228
Attn: Henning N. Kornbrekke
Telecopy: (716) 826-1589
e-mail: hkornbrekke@gibraltar1.com

With a copy to:

Lippes Mathias Wexler Friedman, LLP
665 Main Street, Suite 300
Buffalo, NY 14203
Attn: Paul J. Schulz, Esq.
Telecopy: (716) 853-5199
e-mail: pschulz@lippes.com

(2) If to Sellers to:

c/o Altus Capital Partners, Inc.
10 Wright Street, Suite 110
Westport, CT 06880
Attention: Russell Greenberg
Telecopy: (203) 429-2010
E-mail: rgreenberg@altuscapitalpartners.com

With a copy to:

Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive, Suite 2800
Chicago, Illinois 60606
Attention: Alan Roth
Telecopy: (312) 416-4709
E-mail: roth@wildman.com

12.3 Amendments.

(a) This Agreement may be amended, superseded, canceled, renewed, or extended, and the terms hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party against whom the waiver is to be effective. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege

or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable Law (i) no Claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the Claim or right unless in writing signed by the other party, (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given, and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

(b) A failure or omission of any party to insist, in any instance, upon strict performance by another party of any term or provision of this Agreement or to exercise any of its rights hereunder will not be deemed a modification of any term or provision hereof or a waiver or relinquishment of the future performance of any such term or provision by such party, nor will such failure or omission constitute a waiver of the right of such party to insist upon future performance by another party of any such term or provision or any other term or provision of this Agreement.

12.4 Entire Agreement. This Agreement, together with the Disclosure Schedules, all Exhibits and Schedules hereto and the documents, agreements, certificates and instruments referred to herein and therein, constitutes the entire agreement between the parties hereto and with respect to the subject matter hereof and supersedes all prior representations, warranties, agreements, and understandings, oral or written, with respect to such matters and other than any written agreement of the parties that expressly provides that it is not superseded by this Agreement. In the event of any conflict between the Disclosure Schedules, all Exhibits and Schedules hereto and the documents, agreements, certificates and instruments referred to herein and therein, the Ancillary Agreements and this Agreement, the provisions of this Agreement shall control.

12.5 Headings; Interpretation. The headings in this Agreement are intended solely for convenience of reference and will be given no effect in the construction or interpretation of this Agreement. Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular.

12.6 No Assignment; Binding Effect. This Agreement is not assignable by any party without the prior written consent of the other party. Notwithstanding the foregoing, (a) either party may assign this Agreement in whole or in part to any of its Affiliates (b) either party may assign this Agreement to its lenders and (c) either party may assign this Agreement to any party acquiring all or substantially all of the assets of the assigning party; provided that, in no event will any such an assignment release the assigning party from its obligations hereunder. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.7 Invalidity. In the event that any provision of this Agreement is declared to be void or unenforceable, the remainder of this Agreement will not be affected thereby and will remain in full force and effect to the extent feasible in the absence of the void and unenforceable declaration. The parties furthermore agree to execute and deliver such amendatory contractual

provisions to accomplish lawfully as nearly as possible the goals and purposes of the provision so held to be void or unenforceable.

12.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

12.9 Incorporation by Reference. The Disclosure Schedules and other Schedules and Exhibits and the documents referenced therein constitute integral parts of this Agreement and are hereby incorporated by reference herein.

12.10 Disclosure Schedules. The Disclosure Schedules will be arranged in sections corresponding to the numbered and lettered sections of this Agreement; provided that the statements in a section of such Disclosure Schedules will be deemed to be disclosed for any sections of this Agreement or the Disclosure Schedules to the extent that it is reasonably evident from the content of such disclosure that it is applicable to another section of this Agreement or the Disclosure Schedules, as applicable. The disclosure by Sellers of any matter in the Disclosure Schedules will expressly not be deemed to constitute an admission by Sellers or their respective Affiliates or Representatives, or to otherwise imply, that any such matter is material for the purposes of this Agreement.

12.11 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

12.12 No Third Party Beneficiaries. Except for Article 6 as provided therein, the terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties hereto to confer third party beneficiary rights upon any other Person.

12.13 Facsimile or Electronic Signature. Any facsimile or electronically transmitted signature attached hereto will be deemed to be an original and will have the same force and effect as an original signature.

12.14 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party hereto will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby. Notwithstanding the foregoing, Purchasers agree to pay all Transfer Taxes, documentary, sales, use, stamp, registration and other Taxes and conveyance fees, recording charges, escrow fees, title company fees, and other fees and charges incurred in connection with the transaction contemplated by the Agreement when due and agrees to file all necessary Tax Returns and other documentation with respect to such Transfer Taxes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties, intending legally to be bound, have caused this Agreement to be duly executed and delivered as of the day and year first herein above written.

SELLERS:

ALTUS CAPITAL PARTNERS SBIC, L.P.

By: _____
Print Name: _____
Title: _____

ALTUS-D.S. BROWN CO-INVESTMENT, LLC

By: _____
Print Name: _____
Title: _____

CENTERFIELD CAPITAL PARTNERS II, L.P.

By: _____
Print Name: _____
Title: _____

RGA REINSURANCE COMPANY

By: _____
Print Name: _____
Title: _____

PURCHASER:

GIBRALTAR INDUSTRIES, INC.

By: _____
Print Name: _____
Title: _____

Kirk Feuerbach

Gerald Wetzel

Tim Hack

Mark Kaczinski

Tom Lewis

EXHIBIT A

ESCROW AGREEMENT

DISCLOSURE SCHEDULES

to the

STOCK PURCHASE AGREEMENT

dated as of

March 10, 2011

by and among

THE STOCKHOLDERS OF

D.S.B. Holding Corp.,
a Delaware corporation,

as Sellers

and

GIBRALTAR INDUSTRIES, INC.,
a Delaware corporation,

as Purchaser

These Disclosure Schedules are being delivered pursuant to the Stock Purchase Agreement, dated March 10, 2011, by and among the stockholders of D.S.B. Holding Corp., a Delaware corporation ("Holdings"), and Gibraltar Industries, Inc., a Delaware corporation ("Purchaser") (the "Agreement"). D.S.B. Operating Corp. is the former name of The D.S. Brown Company, a Delaware corporation ("Brown"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Agreement.

Any information set forth in a particular section or subsection of these Disclosure Schedules shall be deemed to be disclosed in each other section or subsection hereof where such disclosure is readily apparent on the face of such disclosure (i.e., without reviewing any documentation beyond the section or subsection itself) that it would qualify or apply to such other section or subsection. Notwithstanding the foregoing, however, in no event shall the disclosures made in any of Sections 5.1(c) (Consents; No Conflict), 5.1(e) (Liabilities Not Disclosed in Financial Statements), 5.1(f) (Legal Proceedings), 5.1(n) (Taxes) or 5.1(g) (Employee Benefits) of these Disclosure Schedules be deemed qualified or modified by disclosures in any other Sections of the Disclosure Schedules unless specifically cross-referenced in such Sections. The inclusion of any matter in these Disclosure Schedules does not constitute a determination by any of the Parties that such matter is material. The information contained in these Disclosure Schedules is disclosed solely for purposes of this Agreement and for the benefit of Purchaser, and no third party is entitled to rely on the disclosures contained herein for any

reason, including without limitation as an admission of any liability or obligation by any party hereto.

These Disclosure Schedules are qualified in their entirety by reference to the provisions of the Agreement and are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Company, except as and to the extent provided in the Agreement. The headings in these Disclosure Schedules are for convenience of reference only and shall not be deemed to modify or influence the interpretation of the information contained in these Disclosure Schedules or the Agreement.

Section 1.1(b)	Letters of Credit
Section 1.1(c)	Permitted Liens
Section 1.1(e)	Liens Imposed by Law
Section 5.1(a)(ii)	Power and Authority
Section 5.1(a)(iii)	Capitalization
Section 5.1(a)(v)	Pledged Stock
Section 5.1(a)(vii)	Subsidiaries
Section 5.1(c)	Consents; No Conflict
Section 5.1(d)	Governmental Approvals and Filings
Section 5.1(e)	Liabilities Not Disclosed in Financial Statements
Section 5.1(f)	Legal Proceedings
Section 5.1(g)(i)	Employee Benefit Plans
Section 5.1(g)(vii)	Acceleration of Vesting
Section 5.1(h)	Title
Section 5.1(i)	Intellectual Property
Section 5.1(k)	Permits
Section 5.1(l)	Environmental Matters
Section 5.1(l)(iv)	Hazardous Materials at Real Property
Section 5.1(n)	Taxes
Section 5.1(o)	No Material Adverse Change
Section 5.1(p)	Activities Outside of Ordinary Course of Business
Section 5.1(q)	Real Property
Section 5.1(r)	Employee Matters
Section 5.1(u)	Accounts Receivable
Section 5.1(v)	Insurance
Section 5.1(v)(ii)	Insurance Exceptions
Section 5.1(w)	Warranties; Products Liability Claims
Section 5.1(y)	Related Party Transactions
Section 5.1(z)	Powers of Attorney
Section 5.1(aa)	Systems

Section 1.1(b)
Letters of Credit

1. Irrevocable Standby Letter of Credit No. X-2273 for $250,000.00, issued by MB Financial Bank, N.A. through U.S. Bank National Association on behalf of Brown, in favor of Acstar Insurance Company, dated December 12, 2008, which will be replaced by Purchaser at Closing.

2. Irrevocable Standby Letter of Credit No. X-2347 for $850,000.00, issued by MB Financial Bank, N.A. through U.S. Bank National Association on behalf of Brown, in favor of Acstar Insurance Company, dated June 12, 2009, which will be replaced by Purchaser at Closing.

Section 1.1(c)
Permitted Liens

1. Bailment filing by Duramax Marine LLC on specific tooling, molds, patters, specs, drawings, etc. for the sole purpose of manufacturing products for Duramax Marine LLC.

2. Liens set forth in Sections 5.1(q)(5)(c) and (e) of these Disclosure Schedules.

Section 1.1(e)
Liens Imposed by Law

1. Clouse Construction Corporation has filed a notice of commencement in connection with the current building expansion project, which preserves their right to file a mechanic's lien.

Section 5.1(a)(ii)
Power and Authority

No disclosure.

Section 5.1(a)(iii)
Capitalization

1. Holdings has 100,000 authorized shares of Common Stock, of which 66,749.90 shares are issued and outstanding.
2. Holdings has 100,000 authorized shares of Preferred Stock, of which 65,750.10 shares are issued and outstanding.

Section 5.1(a)(v)
Pledged Stock

1. Holdings has pledged all 1,000 of its shares of Brown to MB Financial Bank, N.A. pursuant to that certain Pledge Agreement dated August 25, 2008 by and between D.S.B. Holding Corp. and MB Financial Bank, N.A. This pledge will be released at Closing.

Section 5.1(a)(vii)
Subsidiaries

1. Brown is a wholly owned subsidiary of Holdings.
2. Brown China is a wholly owned subsidiary of Brown. Brown China will be spun-off and subsequently distributed to the stockholders of Holdings. This process will be started prior to Closing.

Section 5.1(c)
Consents; No Conflict

1. Stockholders Agreement by and among Holdings, Altus Capital Partners SBIC, L.P., Altus-D.S. Brown Co-Investment, LLC, Centerfield Capital Partners II, L.P., RGA Reinsurance Company, Kirk Feuerbach, Gerald A. Wetzel, Timothy L. Hack, Mark R. Kaczinski and Thomas H. Lewis, dated as of August 25, 2008. Sellers will provide a termination agreement, in a form acceptable to Purchaser.

2. First Lien Loan and Security Agreement by and among Brown, Holdings and MB Financial Bank, N.A., dated August 26, 2008, which will be terminated as of the Closing Date.

3. Senior Subordinated Notes and Share Purchase Agreement by and among Centerfield Capital Partners II, L.P., RGA Reinsurance Company, Holdings and Brown, dated as of August 25, 2008, which will be terminated as of the Closing Date, and such Notes having been paid in full pursuant to that certain letter dated June 30, 2010 by and among Centerfield Capital Partners II, L.P., RGA Reinsurance Company, Holdings and Brown.

4. Management Rights Agreement by and between Holdings and Centerfield Capital Partners II, L.P., dated August 25, 2008, which by its terms expires in the event that Centerfield Capital Partners II, L.P. no longer holds any Common Shares and/or Preferred Shares of Holdings, which will occur at Closing. Sellers will provide a termination agreement, in a form acceptable to Purchaser, executed by Holdings and Centerfield Capital Partners II, L.P.

5. Management Rights Agreement by and between Holdings and RGA Reinsurance Company, dated August 25, 2008, which by its terms expires in the event that RGA Reinsurance Company no longer holds any Common Shares and/or Preferred Shares of Holdings, which will occur at Closing. Sellers will provide a termination agreement, in a form acceptable to Purchaser, executed by Holdings and RGA Reinsurance Company.

6. Distribution Agreement by and between Chase Corporation and Brown, dated November 17, 2010, where Brown acts as a distributor of certain products of Chase Corporation.

7. Management Services Agreement by and between Altus Capital Partners, Inc. and Holdings, dated as of August 25, 2008. Sellers will provide a termination agreement, in a form acceptable to Purchaser, executed by Holdings and Altus Capital Partners, Inc.

Section 5.1(d)
Governmental Approvals and Filings

None.

Section 5.1(e)
Liabilities Not Disclosed in Financial Statements

1. Liabilities that arise from litigation described in Section 5.1(f)(2) of these Disclosure Schedules.

2. Liabilities that may arise in connection with any draws upon any of the letters of credit set forth below:

   a. Irrevocable Standby Letter of Credit No. X-2273, issued by MB Financial Bank, N.A. through U.S. Bank National Association on behalf of Brown, in favor of Acstar Insurance Company, dated December 12, 2008, which will be replaced by the Purchaser at Closing.

   b. Irrevocable Standby Letter of Credit No. X-2347, issued by MB Financial Bank, N.A. through U.S. Bank National Association on behalf of Brown, in favor of Acstar Insurance Company, dated June 12, 2009, which will be replaced by the Purchaser at Closing.

3. Liabilities that may arise in connection with any claims made under any of the surety bonds set forth below:

   a. Outstanding Performance Bonds with North American Specialty:

      i. #2132168, Kiewit Infrastructure West, effective 10/25/10

      ii. #2131988, Dragados USA, effective 8/30/10

      iii. #2097090, Kiewit Southern Co., effective 5/19/10

      iv. #2097062, Manafort Brothers, effective 3/18/10

      v. #2132196, Kiewit Infrastructure South Co., effective 12/21/10

   b. Outstanding Performance Bonds with Acstar Insurance Company:

      i. #F20850, OCCI Engineering Contractors, effective 6/24/09

      ii. #16070, Tacoma Narrows Constructors, effective 3/19/08

Section 5.1(f)
Legal Proceedings

1. *Delmont D. Brown, Individually and as Assignee of the Estate of Galen C. Brown, deceased v. The D.S. Brown Company, an Ohio Corporation, et al.*, United States District Court for the Northern District of Ohio Case No. 3:09CV00361.

    a. Settled by the Full Release and Indemnity Agreement by Delmont D. Brown dated September 21, 2009.

2. Worker's Compensation Claim #09-812932 against Brown by David Sherrill in Ohio.

    a. Mr. Sherrill was found to have reached Maximum Medical Improvement (MMI) and Temporary Total Disability (TTD) payments were stopped in October 2010. Mr. Sherrill may still be eligible for Partial/Permanent Disability. This injury claim was made in March 2009 and will remain on Brown's rating experience for 5 years. To date, $6,144 has been paid in medical benefits (last treatment was on Jan. 4, 2011); an open medical reserve of $15,649 has been placed in the claim; $22,809 has been paid in indemnity benefits (last paid on Oct. 10, 2010). Brown is in position to file for a Handicap Reimbursement but is holding off on filing the application in order to secure the full benefit. Brown has six years from the date of injury to file the application.

    b. Mr. Sherrill was known to be working at a local auto repair shop in Bowling Green while he was collecting Temporary Total Disability payments and, after proof was obtained, the case was referred to the Ohio Bureau of Worker's Compensation's Fraud Department ("BWC"). BWC has informed Brown that the fraud aspect of this claim is currently being investigated.

3. Since the formation of the Companies, there have been a number of Worker's Compensation claims against the Companies which are no longer active, the list of which has been previously provided to Purchaser.

Section 5.1(g)(i)
Employee Benefit Plans

1. Health Insurance
2. Dental Insurance
3. Flexible Spending Accounts
4. Group Life Insurance
5. Accidental Death and Dismemberment
6. Optional Life Insurance
7. Short Term Disability Insurance
8. Long Term Disability Insurance
9. COBRA Continuation Health Coverage
10. 401k Retirement Savings
11. Scheduled Time Off
12. Unscheduled Time Off
13. Education Assistance
14. Employee Referral Program
15. Boot/Shoe Allowance
16. Protective Eyewear Allowance
17. Uniform Allowance
18. Voluntary Benefits AFLAC Plan
19. Holiday Schedule
20. Bereavement Leave
21. Jury Duty Leave
22. Maternity Leave
23. Military Leave
24. Time Off to Vote
25. Family and Medical Leave
26. Leave of Absence Policy
27. 2008 Stock Option Plan of D.S.B. Holding Corp.
28. Service Loyalty Awards, whereby employees receive awards after achieving certain anniversaries with Brown
29. Annual Discretionary Bonus Awards
    a. FY2011 Engineering Department Bonus Plan
    b. FY2011 Operations Management Bonus Plan
    c. FY2011 Estimating Incentive Plan
    d. FY2011 Executive Incentive Plan
    e. FY2011 Sales Incentive Plan
30. Monthly Incentive Plan
    a. North Baltimore Structural Bearings Incentive System
    b. North Baltimore Expansion Joint Incentive System
    c. North Baltimore Rubber Products Incentive System
    d. Mixing Team Based Incentives
    e. Rail Machining Team Based Incentives
    f. Shipping & Receiving Incentives
    g. Maintenance Incentives
    h. Installation Incentives

31. Employment Agreement by and between Brown and Kirk Feuerbach, dated as of August 25, 2008.
32. Employment Agreement by and between Brown and Gerald Wetzel, dated as of August 25, 2008.
33. Employment Agreement by and between Brown and Timothy L. Hack, dated as of August 25, 2008.
34. Employment Agreement by and between Brown and Mark R. Kaczinski, dated as of August 25, 2008.
35. Employment Agreement by and between Brown and Tom H. Lewis, dated as of August 25, 2008.
36. Employment Offer by and between Brown and John Bettin, dated January 26, 2010.
37. Non-Competition Agreement by and between Brown and John Bettin, dated January 26, 2010.
38. Technical Services Agreement by and between Bill Kudrenski and Brown, dated November 12, 2010.
39. Agreement by and between Bruce Holiday and Brown, effective as of December 1, 2004 (note that there is no signed agreement and Bruce Holiday has not entered into a Non-Competition Agreement with Brown).
40. Employment Offer by and between Eugene Yu and Brown, dated November 1, 2009, and the Non-Competition Agreement associated therewith.
41. Sales Representative Agreement by and between Ripoll Consulting De Ingenieria S.L. and Brown, dated April 24, 2008, as amended by the First Amendment to Sales Representative Agreement dated April 7, 2010.
42. Independent Sales Representative Agreement by and between Brown and Harry Funk, dated October 28, 2003.
43. Independent Sales Representative Agreement by and between Brown and Nancy R. Ruiz, dated July 31, 2006.
44. Independent Sales Representative Agreement by and between Brown and MRC Group, dated March 27, 2008.
45. Independent Sales Representative Agreement by and between Brown and Charles Thrasher, dated September 29, 2003.

Section 5.1(g)(vii)
Acceleration of Vesting

1. Pursuant to Option Agreements by and between Holdings and the individuals set forth below, the consummation of the transactions contemplated by the Agreement will cause the Options to vest in full for those employed by Holdings within ninety days prior to a change in control.
    a. Kirk Feuerbach
    b. Jerry Wetzel
    c. Tim Hack
    d. Mark Kaczinski
    e. Tom Lewis
    f. David Arps
    g. Steve Toy
    h. Bob Rose
    i. Eric Devine
    j. Steve Mathey
    k. Gary Dible
    l. Joe Miller
    m. Ben Jacobus
    n. Dwayne Shafer
    o. Bob Nitkiewicz
2. Bonuses totaling $250,000 will be paid by the Sellers to various middle managers in recognition of their contributions and assistance in connection with transaction contemplated by the Agreement.
3. Certain option holders will receive a gross up in the form of a bonus which will be paid by the Sellers to cover the tax differential between ordinary income tax rates and capital gain tax rates.

Section 5.1(h)
Title

1. MB Financial Bank, N.A. has a lien on all assets of the Companies, which will be terminated in connection with the closing of the transactions contemplated by the Agreement.

2. Leases of:

   a. 3 Copiers, with payments made to U.S. Bancorp

   b. 1 Forklift, with payments made to GE Capital

   c. 1 Forklift, with payments made to NMHG Financial Services, Inc.

   d. 4 Forklifts, with payments made to Wells Fargo Financial

   e. 1 Forklift, with payments made to De Lage Landen

   f. 1 Vehicle, with payments made to Ford Commercial

   g. 1 Copier, with payments made to GE Capital

3. Leases of real property described in Section 5.1(q)(4) of these Disclosure Schedules.

Section 5.1(i)
Intellectual Property

(1) Patents

Issued Patents

Country	Patent No.	Issue Date	Inventor(s)	Title
U.S.	5,390,386*	02/21/95	S. Mathey, R. Lanham B. McMartin, A. Rader, D. Brown	Suspension Bridge Cable Wrap and Application Method
European (see below)	0722015	07/29/98	S. Mathey, R. Lanham B. McMartin, A. Rader, D. Brown	Suspension Bridge Cable Wrap and Application Method (Corresponds To U.S. Patent # 5,390,386)
Mexico	197,238	2001	S. Mathey, R. Lanham B. McMartin, A. Rader, D. Brown	Suspension Bridge Cable Wrap and Application Method (Corresponds To U.S. Patent # 5,390,386)
Hong Kong	HK1012034	04/28/00	S. Mathey, R. Lanham B. McMartin, A. Rader, D. Brown	Suspension Bridge Cable Wrap and Application Method (Corresponds To U.S. Patent # 5,390,386)
Canada	2,140,062	03/02/04	S. Mathey, R. Lanham B. McMartin, A. Rader, D. Brown	Suspension Bridge Cable Wrap and Application Method (Corresponds To U.S. Patent # 5,390,386)
China	CN1127818 App #: ZL95100371.2	01/27/95	S. Mathey, R. Lanham B. McMartin, A. Rader, D. Brown	Suspension Bridge Cable Wrap and Application Method (Corresponds To U.S. Patent # 5,390,386)
U.S.	5,509,243*	04/23/96	Neal H. Bettigole, Robert A. Bettigole	Exodermic Deck System
U.S.	5,664,378*	09/09/97	Robert A. Bettigole, Neal H. Bettigole	Exodermic Deck System

Country	Patent No.	Issue Date	Inventor(s)	Title
U.S.	7,197,854*	04/03/07	Robert Bettigole, Christopher Higgins	Pre-stressed or Post-Tension Composite Structural System
Canada	2,181,554	01/20/95	Neal H. Bettigole, Robert A Bettigole	Exodermic Deck System (corresponding to US Patent 5,509,243)
Canada	2,239,727	09/06/05	Neal H. Bettigole, Robert A. Bettigole	Improved Exodermic Deck System (corresponding to US Patent 5,664,378)
U.S.	7,038,159*	05/02/06	William L. Bong, Stephen R. Toy, James R. Connor	System and Method for Electroslag Welding an Expansion Joint Rail

The European Patent # 0722015 for Suspension Bridge Cable Wrap and Application Method applies to the following countries: Denmark, France, Germany, Portugal and the United Kingdom. Germany will be allowed to lapse.

Pending Patent Applications

Country	Patent No.	Filing Date	Inventor(s)	Title
U.S.	12/474,495	05/29/09	Jesse S. Mathey	For and Method of Installing Elongate Strip Seals
U.S.	12/831,812	07/07/10	Jesse S. Mathey Stephen G. Mathey	Cylindrical Heat Application Apparatus

(2) Trademarks

Registered Trademarks

Country	Trademark	Reg. No.	Reg. Date
U.S.	Delcrete*	1,518,915	01/03/89
Mexico	Delcrete	440,290	08/23/93
U.S.	Steelflex*	2,062,964	05/20/97
U.S.	Delastic*	2,104,782	10/14/97
U.S.	Exodermic*	2,747,531	08/05/03
U.S.	Exodermic*	2,879,486	08/31/04
U.S.	Delastic-LS	3,816,291	07/13/10

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
U.S.	TransPatch*	77/581,316	09/29/08
U.S.	Matrix Premix	77/696,995	03/23/09

Unregistered Trade Names

Cableguard	DelPatch
Delastibond	Pavesaver
Delastiflex	SealTek
Delastilube	Versiflex
Delastiseal	

* Prior to Closing, Sellers will update the filings with the U.S. Patent and Trademark Office to reflect the assignment to and ownership by The D.S. Brown Company.

(3) Copyrights

None.

(4) Domain Names

1. dsbrown.com
2. dsbrownerpd.com
3. dsbrownmarketing.com
4. bgfma.org
5. sealnoseal.org

(5) Software

The Companies do not develop or use their own software over which they have intellectual property rights. The Companies do, however, use certain "off-the-shelf" software, such licenses having been previously provided to Purchaser.

MB Financial Bank has a security interest in certain Intellectual Property, which will be released at Closing.

(i) Lapsed Intellectual Property

The Companies allowed Patent No. 0722015, Suspension Bridge Cable Wrap and Application Method, to lapse in Germany. To the Knowledge of the Companies, Patent No. 0722015 remains in full force and effect in all other countries where it was registered.

The below patent was applied for but has since been abandoned.

Abandoned Patent Applications

Country	Serial No.	Filing Date	Inventor(s)	Title
U.S.	5,390,386	09/26/08	Eric Devine, Thomas H. Lewis, Benjamin Jacobus, Jesse Mathey	Pavement Seal, Installation Machine and Method of Installation

(ii) Claims Relating to Intellectual Property

None.

(iii) Licensed Intellectual Property

Patent Licenses

Country or Territory	Licensor	Licensee	Effective Date	Subject Matter
U.S. and Canada	Friedrich Maurer Sohne GmbH & Co.	D.S. Brown Company	02/10/84	Maurer-Swivel Joints
U.S.	The D. S. Brown Company	L.B. Foster Company	06/13/06	Exodermic Bridge Decking
U.S.	The D. S. Brown Company	Interlocking Deck Systems International	06/13/06	Exodermic Bridge Decking
U.S.	The D. S. Brown Company	Bailey Bridge	06/13/06	Exodermic Bridge Decking

Trademark Licenses

Country or Territory	Licensor	Licensee	Effective Date	Product / Marks
Worldwide	Crafco, Inc.	The D. S. Brown Company	02/21/05	Asphaltic Expansion Joints — Matrix 502
U.S.A. & Canada	The D.S. Brown Company	L.B. Foster	06/13/06	Exodermic Bridge Decking
U.S.A. & Canada	The D.S. Brown Company	Interlocking Deck Systems International, LLC (acquired by L. B. Foster)	06/13/06	Exodermic Bridge Decking
U.S.A. & Canada	The D.S. Brown Company	Bailey Bridges, Inc.	06/13/06	Exodermic Bridge Decking

(iv) Other Intellectual Property

None.

Section 5.1(k)
Permits

1. Environmental Permits
   a. Air Pollution Source Premise — Permit No. 0387000118
   b. Permits to Install, for the following emission sources:
      i. 03-13827 Thermal Spray Application
      ii. 03-13757 Paint Coating Lines (K001-K004)
      iii. 03-16015 Shim Coating Line
   c. NPDES General Permit No. OHR000004 — Facility Permit No. 2GG00162*DG
   d. Ohio EPA Hazardous Waste Generator No. OHD987000734 (Small Quantity Generator)
2. Occupancy Permits
   a. Certificate of Occupancy, Wood County Building Inspection dated February 1, 2010, Building Permit No. B09-000609
   b. Certificate of Occupancy, Wood County Building Inspection dated June 28, 2010, Building Permit No. B10-000126
   c. Certificate of Occupancy, Wood County Building Inspection dated September 8, 2010, Building Permit No. B09-000133
   d. Ordinance No. 03-93 by the Village of North Baltimore, Wood County, Ohio, relating to the change of zoning of land owned by Brown to general industrial.
3. Compliance with Applicable Law
   a. See Section 5.1(n) of these Disclosure Schedules regarding taxation issues with respect to Chinese law.

Section 5.1(l)
Environmental Matters

1. Transformers containing oil with polychlorinated biphenyls ("PCBs") were once located on Brown's property but were properly removed and disposed of in accordance with all applicable laws and regulations.

2. Several residences formerly located on Brown's property (main site, Beecher Street site and Gillett Street Site) were demolished and the demolition debris buried on site. Though not identified or tested, such debris may include materials typical to residences of the ages of the demolished structure including, but not limited to, asbestos containing materials, residual fuel oil from heating tanks and lead based paint.

3. Water wells formerly used for process water were located in the central portion of Brown's main building adjacent to the rubber mill. One of these wells showed evidence of naturally occurring crude oil. The wells have been properly closed in accordance with all applicable laws and regulations.

4. Oil wells existed on Brown's main site both north and south of the main building as well as at the Gillett Street site and the Beecher Street site. Those wells have been plugged and abandoned, however, some naturally occurring crude oil may be present at those locations.

5. As documented in the environmental reports provided in the data room, the following spills occurred from ASTs located at Brown's main site:

   a. In 1978, five hundred gallons of #2 fuel oil was spilled form an AST.

   b. In 1988, approximately 30,000 gallons of #2 fuel oil was spilled from an AST.

   c. In 2000, approximately 200 gallons of product (possibly Plastsol) was spilled in an over-fill of an AST in the chemical room.

6. During the 1998 Phase II Environmental Site Assessment performed by Tighe & Bond (the "1998 Phase II"), the drum crushing area tested positive for the presence of total petroleum hydrocarbons ("TPH") but not in concentrations above the then applicable Ohio EPA action levels for such materials.

7. During the 1998 Phase II, the drum storage area tested positive for the presence of volatile organic compounds ("VOC") but, with the exception of toluene, the concentration of such compounds was below the then applicable Ohio EPA action levels for such materials. Toluene levels in one sample were 22000 µg/kg. The then applicable action level was 9000 µg/kg. Tighe & Bond, however, indicated that no remediation was necessary.

8. As disclosed in environmental site assessments made available to Purchaser, there is a potential for building materials used in the structures at the Owned Real Property to include asbestos containing materials, given the dates of the structures' construction. In particular, as disclosed in the May 2008 Phase I Environmental Site Assessment, transite

board in the boiler room of Brown’s main building identified as asbestos containing material. The board was removed.

9. The matters disclosed in Section 5.1(l)(iv) of these Disclosure Schedules are hereby incorporated by reference.

Section 5.1(l)(iv)
Hazardous Materials at Real Property

1. The following above ground storage tanks ("ASTs") are located in Brown's main building and have the following contents:

No.	Volume	Contents
2	6,000 gal.	Sundex 790
1	6,000 gal.	Calsol 875
1	6,000 gal.	Sunpar
1	1,000 gal.	Ammonia (Anhydrous)

2. The following ASTs are located in steel containment north of Garage 2 at Brown's east entrance and have the following contents:

No.	Volume	Contents
1	500 gal.	Diesel Fuel
1	500 gal.	Gasoline

3. The matters disclosed in Section 5.1(l) of these Disclosure Schedules are hereby incorporated by reference.

Section 5.1(n)
Taxes

1. The Companies have filed for extensions of time within which to file their federal and state tax returns for the year ended October 31, 2010.
2. In 2010, the California State Board of Equalization conducted a sales tax audit with respect to the Companies and assessed minimal penalties.
3. Brown has not filed Form 5471 for the year ended October 31, 2009 with the IRS related to activities in China.

Section 5.1(o)
No Material Adverse Change

None.

Section 5.1(p)
Activities Outside of Ordinary Course of Business

1. Details of uncompleted or unpaid capital improvement commitments in excess of $100,000 are as follows:

   a. Building Expansion — A purchase order has been issued to Clouse Construction for $196,000 for an extension to the machine shop. This work has only recently begun and is expected to be completed in April 2011. Most of this expenditure will occur in March and April of 2011. This item is listed in the current capital budget for $160,000.

   b. Microwave Replacement — A purchase order has been issued to Cober Electronics for $252,000, of which $75,600 has been paid as a deposit. Delivery is expected approximately March 31, 2011, at which time remaining payments will become due. This total project has a budget of $380,000 including the additional installation, rearrangement, and support equipment expenditures. This item is included in the current capital budget.

   c. Installation of Makino a81 Horizontal Machining Center — A purchase order has been issued to Makino, Inc. for $419.881. This project has a total budget of $490,000, including installation costs, tooling, material handling and fixtures. This item is included in the current capital budget.

2. Brown entered into a Technical Services Agreement dated November 12, 2010 with Bill Kudrenski, a consultant to Brown.

3. The D.S. Brown Company Health Benefit Plan is being amended by a Seventh Amendment, a draft of which has been made available to Purchaser. The amendments to be included in the Seventh Amendment are intended to make the Health Benefit Plan compliant with new health care reform laws and to enhance the plan.

Section 5.1(q)
Real Property

1. Owned Real Property Legal Descriptions:

Parcel I:

A parcel of land located in the southeast 1/4 of Section 26, Town 3 north, Range 10 east, Village of North Baltimore, Henry Township, Wood County, Ohio, bounded and described as follows:

Beginning at the interior 1/4 post of said Section 26; thence easterly along the east-west 1/2 section line, a distance of 827.57 feet to the place of beginning; thence continuing easterly along that same line, a distance of 452.43 feet to the intersection of that line with the west right of way line of the B & O Railroad; thence southerly, following the west right of way line of said railroad, a distance of 1162.3 feet to a point on the north right of way line of Cherry Street in the Village of North Baltimore, Ohio; thence westerly along the north right of way line of Cherry Street, a distance of 144.5 feet to a point; thence northerly along a line parallel to the west line of southeast 1/4 of said Section 26, a distance of 1126.05 feet to the place of beginning. Subject to legal highways.

Parcel II:

A parcel of land located in the southeast 1/4 of Section 26, Town 3 north, Range 10 east, Village of North Baltimore, Henry Township, Wood County, Ohio, bounded and described as follows:

Beginning at a point 1117.02 feet north 89° 00’ west, of the east 1/4 post of said Section 26, said point of beginning being on the north section line of the southeast 1/4; thence north 89° 00’ west, a distance of 219.90 feet to a point, same being on the east right of way line of the Baltimore and Ohio Railroad Company; thence south 0° 41’ west, a distance of 42.57 feet to the point of curvature; thence along the curve of the railroad right of way to the right of radius 1,176.28 feet, a distance of 570.73 feet to a point of tangency; thence south 28° 30’ west, a distance of 54.08 feet to the point of curvature on the east line of the railroad right of way; thence along the curve of the railroad right of way to the left of a radius 1116.28 feet, a distance of 70.20 feet to a point, which is on the south line of Elm Street extended; thence north 89° 08’ 20” east, a distance of 419.47 feet to a point; which is on the west line of Gillett Street extended; thence north 0° 1’ 40” east, a distance of 689.99 feet to the point of beginning. Subject to legal highways.

Parcel III:

A parcel of land located in the southeast 1/4 of Section 26, Town 3 north, Range 10 east, Village of North Baltimore, Henry Township, Wood County, Ohio, bounded and described as follows:

Beginning at the east 1/4 post of said Section 26; thence westerly along the east-west 1/2 section line of said section, a distance of 826.6 feet to the place of beginning; thence southerly along a line that is parallel to the east line of said section, a distance of 1146.8 feet to a point on the north right of way line of Cherry Street; thence westerly along the north right of way line of Cherry Street, a distance of 279.3 feet (previous deed 280.5 feet) to a point on the east right of way line of Gillett Street; thence northerly along the east right of way line of Gillett Street, a distance of 49 feet to a point on the north right of way line of Cherry Street; thence westerly along the north line of way line of Cherry Street, a distance of 53 feet (previous deed 60 feet) to a point; thence northerly a distance of 1103.1 feet to a point on the east-west 1/2 section line of said Section 26; thence easterly along the east-west 1/2 section line, a distance of 320.75 feet to the place of beginning. Subject to legal highways.

Parcel IV:

Inlots 1426,1427,1428,1429 and 1430 in the Village of North Baltimore, Wood County, Ohio.

Parcel V:

A parcel of land located in the southeast 1/4 of Section 26, Town 3 north, Range 10 east, Village of North Baltimore, Henry Township, Wood County, bounded and described as follows:

Beginning at the northeast corner of Inlot 1426 in the Village of North Baltimore, thence northerly along the easterly line extended of said Inlot 1426 to the south right of way line of Cherry Street; thence westerly along the south right of way line of Cherry Street to a point, same being on the westerly line of said Inlot 1426 if extended northerly; thence southerly along westerly line extended of Inlot 1426 to the northwest corner of said Inlot 1426; thence easterly along the northerly line of Inlot 1426 to the point of beginning.

Parcel VI:

Inlots 1392 and 1393 in the Village of North Baltimore, Wood County, Ohio, together with the easterly 1/2 of the vacated alley lying westerly of and adjoining said Inlots.

Parcel VII:

Inlots 1362,1363,1364,1365 and 1366 in the Village of North Baltimore, Wood County, Ohio, excepting therefrom the westerly 17.5 feet thereof.

Parcel VIII:

A parcel of land located in the southeast 1/4 of Section 26, Town 3 north, Range 10 east, Village of North Baltimore, Henry Township, Wood County, Ohio, bounded and described as follows:

Commencing at the northeast corner of Inlot 1366; thence north to the south line of Cherry Street; thence west along the south line of Cherry Street to the east line of the right of way of the C.H. & D. R.R.; thence south along said right of way to the northwest corner of said Inlot 1366; thence east to the place of beginning.

Parcel IX:

Inlot 1361 in the Village of North Baltimore, Wood County, Ohio, excepting therefrom the westerly 17.5 feet thereof.

Parcel X:

A parcel of land located in the southeast 1/4 of Section 26, Town 3 north, Range 10 east, Village of North Baltimore, Henry Township, Wood County, Ohio, bounded and described as follows:

Commencing at a point where the east line of the right of way of the Railway known as The Cincinnati, Hamilton and Dayton Railway Company intersects with the north line of the straight continuance of Cherry Street, as laid out in Pfau's Addition; thence east along said north line about 506 feet to a point intersected by the west line of a straight continuance of Gillett Avenue; thence north along said west line about 415 feet to a point intersected by the south line of the straight continuance of Elm Street, as laid out in Pfau's Addition; thence west along said south line to the east line of the aforesaid right of way of The Cincinnati, Hamilton and Dayton Railway Company; thence southerly along said east line to the place of beginning.

Parcel XI:

Inlots 1394, 1395, 1396, 1397 and 1398 in the Village of North Baltimore, Wood County, Ohio, together with the easterly 1/2 of the vacated alley lying westerly of and adjoining said Inlots.

Parcel XII:

A parcel of land located in the southeast 1/4 of Section 26, Town 3 north, Range 10 east, Village of North Baltimore, Henry Township, Wood County, Ohio, bounded and described as follows:

Commencing for the same at the northwest corner of Inlot 1398; thence running, north to the south line of Cherry Street; thence east along the south line of Cherry Street to the west line of Gillett Avenue; thence south along the west line of Gillett Avenue to the northeast corner of Inlot 1398; thence west along the north line of Inlot 1398 to the place of beginning; together with the easterly 1/2 of the vacated alley lying westerly of and adjoining said parcel.

Parcel XIII:

Inlot 374 in the Village of North Baltimore, Wood County, Ohio.

Parcel XIV:

Inlots 1359 and 1360 in the Village of North Baltimore, Wood County, Ohio, excepting therefrom the westerly 17.5 feet thereof.

Parcel XV:

Inlots 1389, 1390 and 1391 in the Village of North Baltimore, Wood County, Ohio, together with the easterly 1/2 of the vacated alley lying westerly of and adjoining said Inlots.

2. Owned Real Property Street Addresses:

    1. 300 East Cherry Street North Baltimore, Ohio 45872
    2. 331 East Cherry Street North Baltimore, Ohio 45872
    3. 207 East Walnut Street North Baltimore, Ohio 45872
    4. 403 N. Gillette Street North Baltimore, Ohio 45872
    5. 407 N. Gillette Street North Baltimore, Ohio 45872

3. Owned Real Property Tax Parcel Identification Numbers:

Parcel of Land:	Parcel No.:
PI Cenl PI SE 4.8 Acres	F23-310260401018000
Irrcg Pt Com 826.6 8.56 Acres	F23-310260401019000
NE CorNW SE WofRR 8.19 Acres	F23-310260401016000
Irreg Pc Com 1117.02 4.94 Acres	F23-310260401017000
Inlot 1359 Less RR	F23-310260406015000
Inlot 1360 Less RR	F23-310260406016000
Inlot 1361 Less RR	F23-310260406017000
Inlot 1362 Less RR	F23-310260406018000
Inlot 1363 Less RR	F23-310260406019000
Inlot 1364 Less RR	F23-310260406020000
Inlot 1365 Less RR	F23-310260406021000
Inlot 1366 Less RR	F23-310260406022000
PI SE Bel Lot 1366 & Cherry 0.23 Acres	F23-310260406023000
Inlot 1389	F23-310260407012000
Inlot 1390	F23-310260407013000
Inlot 1391	F23-310260407014000
Inlot 1392 S ½	F23-310260407015000
Inlot 1392 N ½	F23-310260407016000
Inlot 1393	F23-310260407017000
Inlot 1394	F23-310260407018000
Inlot 1395	F23-310260407019000
Inlot 1396	F23-310260407020000
Inlot 1397	F23-310260407021000
Inlot 1398	F23-310260407022000
Pt SE N of Lot 1398 & Cherry 0.3 Acres	F23-310260407023000
Inlot 1426	F23-310260408018000
Inlot 1427	F23-310260408019000
Inlot 1428	F23-310260408020000
lnlot 1429	F23-310260408021000
Inlot 1430	F23-310260408022000
Spl SE N of Lot 1430 0.14 Acres	F23-310260408023000
Inlot 374	F23-310260414005000

4. Leased Real Property:

Address of Leased Real Property:	Lessor:	Date of Lease:	Term Expiration Date:
623 North Vance Street Carey, Ohio 43316, which is leased to Carry D. Durain, Jr.	L. Durain Enterprises, LLC	February 1, 2009	February 1, 2012 (will automatically renew for one-year term unless 60 days' notice provided)
136 Drum Point Road Hamilton Square, Suite 6B Brick, New Jersey 08723	Lindstrom, Diessner & Carr, P.C.	April 23, 2010	April 30, 2011 (Brown may renew for one-year term by providing notice at least 60 days prior to expiration date)
136 Drum Point Road Hamilton Square, Suite 5C Brick, New Jersey 08723	Lindstrom, Diessner & Carr, P.C.	August 23, 2010	August 15, 2011 (Brown may renew for one-year term by providing notice at least 60 days prior to expiration date)
4005 Nine McFarland Alpharetta, Georgia 30004	Midway Professional Center, LLC	April 16, 2008	May 31, 2009 (per its terms, lease has continued in effect as a tenancy at will)
Storage Space H1-01 2075 Valley Road Reno, Nevada 89512	A-American Self Storage	May 14, 2005	Month-to-month lease
Storage Space V-15 2075 Valley Road Reno, Nevada 89512	A-American Self Storage	May 14, 2005	Month-to-month lease

5. The following Liens exist on Owned Real Property:

a. MB Financial Bank, N.A. mortgage, which will be released at Closing.

b. MB Financial Bank, N.A. fixture filing, which will be released at Closing.

c. Those matters set forth in Schedule B, Section 2 of the Commitment for Title Insurance issued by Chicago Title Insurance Company, Commitment No. 580110097 dated January 27, 2011 and attached hereto as Attachment 5.1(q)(5).

d. Centerfield Capital Partners II, L.P. mortgage, which will be released at Closing.

e. Clouse Construction Corporation has filed a notice of commencement in connection with the current building expansion project, which preserves their right to file a mechanic's lien.

6. A portion of Brown's Walnut Street facility is leased by the North Baltimore Food Assistance Program, a food pantry, for storage.

7. Brown is currently benefiting from a real estate tax abatement. During the period of the abatement, Brown must pay directly to the local school district the portion of the abated real estate taxes that would have been allocated to the school district. In addition, if certain conditions of the abatement are not met, Brown could be subject to additional, catch-up or recapture taxes. When the period of the abatement ends, Brown's real estate taxes will increase.

8. Condition of Real Property:

a. The roofs exhibit a normal amount of age-related wear and tear based on age, size and number of intersecting rooflines, and as such require routine maintenance and repair.

b. The air conditioning systems have also been properly maintained and have a normal amount of wear and tear. However, the air conditioning system for the rubber mixing area has been identified as being in need of replacement within the next two years. This replacement would fall within normal planned capital budget requirements.

Attachment 5.1(g)(5)
Schedule B, Section 2 of Commitment No. 580110097 dated January 27, 2011

Order No.: 580110097
Loan No.:

SCHEDULE B — SECTION 2
EXCEPTION

The Policy or Policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon.
2. Assessments, if any, not yet certified to the County Auditor.
3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
4. Any encroacnment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
6. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
7. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained with the legal description of premises Insured herein.
8. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
9. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
10. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record August 8, 1891, in Deed Volume 98, Page 269, of the Wood County Records. (as to Lot 1391)
11. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record August 12, 1891 , in Deed Volume 98, Page 275, of the Wood County Records. (as to Lot 1393)
12. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record January 13, 1893, in Deed Volume 99, Page 487, of the Wood County Records. (as to Lots 1397-1398)
13. Reservations, restrictions, covenants, limitations, casements, and/or conditions, as established in Instrument, filed for record March 22,1909, in Deed Volume 154, Page 302, of the Wood County Records. (as to Lots 1394-1398)

14. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record December 10, 1909, in Deed Volume 156, Page 474, of the Wood County Records. (as to Lot 1389-1390)

15. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record June 12, 1924, in Deed Volume 199, Page 524, of the Wood County Records. (as to Lots 1392-1393)

16. Right-of-Way to The Buckeye Pipe Line Company, filed for record March 21, 1927, in Deed Volume 40, Page 185 of the Wood County Records.

17. Reservations restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record January 21, 1963, in Deed Volume 417, Page 64, of the Wood County Records. (as to Lot 1389)

18. Ordinance No. 02-93, vacating a certain North-South Alley abutted on the West by a .25 acre parcel and by Inlots 1367 and 1375 and on the East by a .30 acre parcel and by Inlots 1390 to 1398, filed for record May 4, 1993 in Deed Volume 676, Page 638, of the Wood County Records.

19. Easements, f any, for public utilities pipelines or facilities installed in, and any private right to use, any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain replace and remove the same.

Section 5.1(r)
Employee Matters

All employees are part of a bonus plan, as set forth by Section 5.1(g)(i) of these Disclosure Schedules.

The Companies have entered into agreements with employees as set forth by Section 5.1(g)(vii) of these Disclosure Schedules. Holdings and certain employees are also parties to the Stockholders Agreement by and among Holdings, Altus Capital Partners SBIC, L.P., Altus-D.S. Brown Co-Investment, LLC, Centerfield Capital Partners II, L.P., RGA Reinsurance Company, Kirk Feuerbach, Gerald A. Wetzel, Timothy L. Hack, Mark R. Kaczinski and Thomas H. Lewis, dated as of August 25, 2008, which will be terminated as of the Closing Date.

Section 5.1(u)
Accounts Receivable

1. The Companies' customers sometimes request that the Companies temporarily hold product that the Companies have manufactured pursuant to the customers' purchase orders, even though the product has been completed and is ready for shipment. Without having shipped the product, the Companies may invoice the customers for the product, creating a receivable in the Companies' records and books of account.

2. The Companies' customers sometimes make periodic progress payments to the Companies during the manufacture of particular custom products. If the Companies were to ultimately not deliver the product when it was due in such a case, the customer could have the right to a counterclaim or setoff with respect to any unpaid invoices.

Section 5.1(v)
Insurance

1. General liability policy having policy no. GLP6011143-02, issued by Maxum Indemnity.
2. Automobile policy having policy no. PRA6555575-01, issued by American Guarantee and Liability Insurance Company.
3. Property/inland marine/boiler policy having policy no. PRA6555575-01, issued by Zurich American.
4. Umbrella policy having policy no. 06598A101ALI, issued by Torus Specialty.
5. Foreign package/WC policy having policy no. GEP9380563-04, issued by Zurich American.
6. Executive risk (D&O) policy having policy no. 00KB025264610, issued by Twin City Fire Insurance Co.
7. Workers compensation policy having policy no. WC-9672778-03, issued by American Guarantee and Liability Insurance Company.
8. Insurance policy information:
    a. The D.S. Brown Group Health Plan policy through QBE Insurance Corporation (re-insurer) is SLS00196-10.
    b. The D.S. Brown Dental Plan is self-insured, administered by NGS with a benefit plan code 001.
    c. The D.S. Brown flexible spending plan number is 501.
    d. AFLAC policies are voluntarily insured plans with individual policy numbers.
    e. Mutual of Omaha short-term disability plan is GUG-434G.
    f. Mutual of Omaha long-term disability plan is GLTD-434G.
    g. Mutual of Omaha group life and accidental death and dismemberment plan is GLUG-434G.
    h. Mutual of Omaha voluntary group life and accidental death and dismemberment plan is GVTL-434G.
9. The Companies self-insure with respect to the group health plan. Each covered individual has a specific deductible of $50,000. In addition, there is a specific aggregate corridor of $40,000 and two covered individuals have a separate deductible of $150,000. The aggregate deductible for the Companies is $1,773,988 (also referred to as the minimum aggregate attachment point). The prescription drug benefit is not included in the calculation of the aggregate deductible for the Companies. A reinsurance policy through QBE Insurance Corporation provides coverage and reimburses the Companies for eligible claims paid in excess of the specific and/or company aggregate deductibles.
10. The Companies' premiums under its general liability, automobile and non-Ohio workers compensation policies are determined retrospectively based on annual audits.

Section 5.1(v)(ii)
Insurance Exceptions

1. The Companies have received notices of premium increases under some of their insurance policies. The health and disability premiums for Fiscal Years 2009, 2010 and 2011 are as set forth below and other insurance premiums are as set forth in Attachment 5.1(v)(ii).

Benefit	FY 2009	FY 2010	FY 2011
Group Health Plans:			
Medical administration fee (per employee)	17.66	17.66	17.66
Dental administration fee (per employee)	3.70	3.70	3.70
Healthcare management fee (per employee)	2.39	2.39	2.39
Consulting & service fee (per employee)	2.50	2.50	2.50
Specific reinsurance rate (single)	47.50	41.69	43.25
Specific reinsurance rate (family)	125.52	111.05	113.59
Aggregate reinsurance rate (single)	7.11	5.97	5.26
Network access fixed fee (Medical Mutual)	35.00	24.00	24.00
Ancillary Plans (Mutual of Omaha):			
Life (rate per $1,000)	0.1777	0.1777	0.1777
AD&D (rate per $1,000)	0.03	0.03	0.03
Short-term disability (rate per $10 covered payroll)	0.27	0.27	0.27
Long-term disability (rate per $100 covered payroll)	0.43	0.43	0.43
COBRA:			
Administrative fees (Mongoose)-per employee per event	12.50	12.50	12.50
COBRA rate — Plan A single (Medical & Rx)	528.90	528.90	556.47
COBRA rate — Plan A family (Medical & Rx)	1,189.01	1,189.01	1,257.38
COBRA rate — Plan B single (Medical & Rx)	439.49	439.49	512.70
COBRA rate — Plan B family (Medical & Rx)	988.00	988.00	1,156.70
COBRA rate — Dental single	36.58	36.58	25.11
COBRA rate — Dental family	82.25	82.25	73.32

2. The Companies' premiums under its general liability, automobile and non-Ohio workers compensation policies are determined retrospectively based on annual audits. Accordingly, the Companies have received notices related to such audits during the two (2) year period ending on the Closing Date.

3. The terms of the Companies' D&O insurance policy provided that the policy will terminate upon a change of control such as that that will occur upon the Closing.

4. The Companies do not maintain any professional liability insurance coverage.

Attachment 5.1(v)(ii)
Other Insurance Premiums

The D.S. Brown Company, Inc.
2010-2011 Final Bound Insurance Program

Coverage	Zurich Maxum (GL) Torus (UMB) 2009-2010	Renewal Exposures at Expiring Rates	Zurich Maxum (GL) Torus (UMB) 2010-2011	% Change
Property [1]	**$ 59,270**	**$ 62,756**	**$ 61,747**	ü
Building	$ l2,650,000	$ 14,150,000	$ l4,150,000	
Business Personal Property	$39,350,000	$ 40,850,000	$40,850,000	
Business Income/Extra Expense	$16,000,000	$ 17,000,000	$17,000,000	
Total Insured Values	$68,000,000	$ 72,000,000	$72,000,000	
Average Rate/$100	$ 0.09	$ 0.09	$ 0.09	
Deductible	$ 5,000	$ 25,000	$ 5,000	
Ded. on Bus. Inc.	24 Hrs	48 Hrs	24 Hrs	
Earthquake/Flood Limit Each	$10,000,000	$ 5,000,000	$10,000,000	
Earthquake/Flood Deductible	$ 100,000	$ 100,000	$ 100,000	
General Liability [2]	**$ 85,963**	**$ 98,857**	**$ 90,417.60**	ü
Sales, Basis	$60,000,000	$ 69,000,000	$69,000,000	
Average Rate Per $1,000	1.433	1.433	1.310	
Deductible	$ 10,000	$ 10,000	$ 10,000	
Workers' Compensation [1]	**$ 13,906**	**$ 18,587**	**$ 16,668**	ü
Payroll	$ 1,010,000	$ 1,350,000	$ 1,350,000	
Avg. Rate	$ 1.38	$ 1.38	$ 1.23	
Experience Mod	0.85	0.97	0.97	
Umbrella [2]	**$ 76,910**	**$ 88,447**	**$ 85,000.65**	ü
Limit	$10,000,000	$ 10,000,000	$10,000,000	
Sales Basis	$60,000,000	$ 69,000,000	$69,000,000	
Average Rate Per $1,000	$ 1.28	$ 1.28	$ 1.23	
Auto [1]	**$ 10,327**	**$ 9,682**	**$ 9,568**	ü
No. of Units	16	15	15	
Average Rate	$ 645	$ 645	$ 638	
Foreign Package [2]	**$ 10,000**	**$ 10,000**	**$ 10,000**	ü
International Liability Aggregate	$ 1,000,000	$ 1,000,000	$ 1,000,000	
Intl. Auto DIC/Excess Liability	$ 1,000,000	$ 1,000,000	$ 1,000,000	
Intl. Employer's Liability	$ 1,000,000	$ 1,000,000	$ 1,000,000	
Total Premium	**$ 256,376**	**$ 288,329**	**$ 273,401**	**-5%**
Commission/Risk Management Fee [3]	**$ 45,000**	**$ 45,000**	**$ 48,000**	ü

1 25% down with 9 Installments

2 Full Pay — may be financed, DECLINED FINANCE AGREEMENT

3 Quarterly Installments

General Liability & Umbrella Include Terrorism and surplus Lines Taxes

Section 5.1(w)
Warranties; Product Liability Claims

1. Warranties

   a. Manufacturer's Limited Warranty issued to AGW Steel, in connection with I-40 Mississippi River Bridge Shelby County, TN and Crittenden County, AR Pier W28 and Pier A, dated July 15, 2001.

   b. Manufacturer's Limited Warranty issued to AGW Steel, in connection with I-40 Mississippi River Bridge Shelby County, TN and Crittenden County, AR Pier C, dated June 25, 2002.

   c. Manufacturer's Limited Warranty issued to CJ Mahan Construction Company, in connection with Corridor H Bridge 4273 DOT X316-H-117.40 05 Hard County WV, dated October 24, 2006.

   d. Manufacturer's Limited Warranty issued to Dement Construction, in connection with I-40 Mississippi River Bridge Shelby County, TN and Crittenden County, AR Pier NO 1, dated August 21, 2010.

   e. D.S. Brown Pavement Products Warranty issued to Dement Construction (responsible to submit to TRC Imbsen), in connection with I-40 Mississippi River Bridge Shelby County, TN and Crittenden County, AR Group B Bridges. The warranty on the first half of the joints was effective as of August 27, 2008, and the warrant on the last half of the joints was effective as of December 3, 2008.

   f. Manufacturer's Limited Warranty issued to EDM Construction, Inc, in connection with Central Artery I-93 Tunnel I-90 Project I-90 1A Interchange and MBTA Airport Station 30225-C08A1, dated March 27, 2002.

   g. Warranty issued to Hamilton Construction, in connection with Willamette River Bridge, Eugene OR. The product is not yet installed. The warranty will last for two years from the placed in service date.

   h. D.S. Brown Pavement Products Warranty issued to Hymmco, in connection with Tampa International Airport FAA # 3-12-0078-XX-209 Taxiway B Reconstruction and Bridge Project, dated November 10, 2010.

   i. D.S. Brown Pavement Products Warranty issued to International Contractors, in connection with Orlando International Airport GOAA Project BP 372 Airfield Pavement Restoration, dated March 3, 2009.

   j. D.S. Brown Pavement Products Warranty issued to John Carlo (sold through Hymmco), in connection with Detroit Metropolitan Wayne County Airport Runway 3R-21L and Taxiway W Rehabilitation WCAA Project # AF-114.C.00.0, dated August 1, 2007.

   k. Warranty issued to KFM, in connection with 04-SF, ALA-80-13.9/14.3, 0.0/1.6 SFOBB Skyway Project Contract 04-012024, dated March 24, 2008.

   l. Letter of Guarantee issued to Larsen & Toubro Ltd, ECC Division, in connection with Allshabad Bypass Project — Construction of Bridge Across River Ganga - Construction Package ABP-1, dated September 26, 2006.

   m. Warranty issued to LCL-Bridge Products Technology Inc., in connection with Manitoba Floodway Authority Project. The project began in April 2010 and the warranty is to last for five years.

n. Warranty issued to LCL-Bridge Products Technology Inc., in connection with Reconstruction & Strengthening of Ext Bridge over Assiniboine River Project. The product shipped on October 3, 2010 and the warranty is to last for five years.

o. Manufacturer's Limited Warranty issued to LCL-Bridge Products Technology Inc. - Graham Industrial Services, in connection with Circle Drive Bridge Widening City of Saskatoon, dated June 1, 2007.

p. Warranty issued to Lojac, Inc, in connection with Air Cargo Building One, Phase One, MSCAA Project # 00-1025-02, dated May 14, 2008.

q. D.S. Brown Pavement Products Warranty issued to Lojac, Inc, in connection with Airport Pavement Joint Rehabilitation at Northwest Arkansas Regional Airport Benton County, AR, dated January 30, 2009.

r. Manufacturer's Limited Warranty issued to Lorig Construction Company, in connection with I-05-7711 I-355, dated May 14, 2008.

s. Manufacturer's Limited Warranty issued to Lunda Construction Company, in connection with Ramsey — Washington County I-494, dated June 18, 2003. The warranty remains valid on the second bridge only, which was placed in service on July 1, 2010.

t. Manufacturer's Limited Warranty issued to Max J. Kuney, in connection with US-95 over Lake Creek Bridge Kootenai County ID NH-5110(157), dated August 22, 2007.

u. Warranty issued to Service Construction, in connection with Sacramento Mather Airport PCC Rehabilitation Project AIP # 3-06-0363-08, 10 & 11, Contract # 3903, dated November 3, 2006.

v. Manufacturer's Limited Warranty issued to Shaw Group Stone Webster, in connection with New Jersey Turnpike Contract R-1393B, dated October 31, 2009.

w. Manufacturer's Limited Warranty issued to Stinger Welding, in connection with Town Lake Bridge Contract Number LRT-04-029-TLB Central Phoenix/East Valley Light Rail Transit Project Disc Bearings, dated October 30, 2006.

x. Warranty issued to Tacoma Narrows Constructors, in connection with State Route 16 Tacoma Narrows Bridge Project, dated July 2, 2007.

2. Recalls

a. In December 2010, Brown initiated a voluntary product recall related to belt guarding on a pavement seal installation machine it sells. The recall affected 66 machines and the cost to repair the deficiency is $80 per machine. Letters have been issued to all machine owners and, to date, there have been fewer than 20 responses. There have been no reported injuries associated with the deficiency.

Section 5.1(y)
Related Party Transactions

1. Stockholders Agreement by and among Holdings, Altus Capital Partners SBIC, L.P., Altus-D.S. Brown Co-Investment, LLC, Centerfield Capital Partners II, L.P., RGA Reinsurance Company, Kirk Feuerbach, Gerald A. Wetzel, Timothy L. Hack, Mark R. Kaczinski and Thomas H. Lewis, dated as of August 25, 2008. Sellers will provide a termination agreement, in a form acceptable to Purchaser.

2. Senior Subordinated Notes and Share Purchase Agreement by and among Centerfield Capital Partners II, L.P., RGA Reinsurance Company, Holdings and Brown, dated as of August 25, 2008, which will be terminated as of the Closing Date, and such Notes having been paid in full pursuant to that certain letter dated June 30, 2010 by and among Centerfield Capital Partners II, L.P., RGA Reinsurance Company, Holdings and Brown.

3. Management Services Agreement by and between Altus Capital Partners, Inc. and Holdings, dated as of August 25, 2008. Sellers will provide a termination agreement, in a form acceptable to Purchaser, executed by Holdings and Altus Capital Partners.

4. Management Rights Agreement by and between Holdings and Centerfield Capital Partners II, L.P., dated August 25, 2008, which by its terms expires in the event that Centerfield Capital Partners II, L.P. no longer holds any Common Shares and/or Preferred Shares of Holdings, which will occur at Closing. Sellers will provide a termination agreement, in a form acceptable to Purchaser, executed by Holdings and Centerfield Capital Partners II, L.P.

5. Management Rights Agreement by and between Holdings and RGA Reinsurance Company, dated August 25, 2008, which by its terms expires in the event that RGA Reinsurance Company no longer holds any Common Shares and/or Preferred Shares of Holdings, which will occur at Closing. Sellers will provide a termination agreement, in a form acceptable to Purchaser, executed by Holdings and RGA Reinsurance Company.

6. Employment Agreement by and between Brown and Kirk Feuerbach, dated as of August 25, 2008.

7. Employment Agreement by and between Brown and Gerald Wetzel, dated as of August 25, 2008.

8. Employment Agreement by and between Brown and Timothy L. Hack, dated as of August 25, 2008.

9. Employment Agreement by and between Brown and Mark R. Kaczinski, dated as of August 25, 2008.

10. Employment Agreement by and between Brown and Tom H. Lewis, dated as of August 25, 2008.

11. Tax Insurance Policy issued by Nutmeg Insurance Company to Kirk Feuerbach, Gerald Wetzel and Timothy Hack, and designated Policy Number: DR0258800-09.

Section 5.1(z)
Powers of Attorney

1. All of the following outstanding powers of attorney involve foreign freight shipping.

   a. Customs Power of Attorney/Designation as Export Forwarding Agent and Acknowledgement of Terms and Conditions executed by Brown in favor of World Express Shipping, Transportation and Forwarding Services Inc. dba W.E.S.T. Forwarding Services, dated September 30, 2010.

   b. Customs Power of Attorney executed by Brown in favor of Cargo Services Inc., dated February 13, 2009.

   c. Customs Power of Attorney executed by Brown in favor of Professional Cargo Services USA Ltd. d/b/a Pro Cargo USA, dated February 8, 2008.

Section 5.1(aa)
Systems

The Companies employ the following systems:

Office Professional 2010
HP Proliant Server
Tekla Detailing Software

Tekla Viewer Software
Cisco Catalyst WS-C3560G-24PS
Cisco Catalyst WS-C3560G-24PS
AutoCad LT 2011
WH335UT #ABA HP620

WH335UT #ABA HP620
WH335UT #ABA HP620
VS695UT #ABA Compaq 500B
VS695UT #ABA Compaq 500B

VS695UT #ABA Compaq 500B
HP Storageworks Tape Drive
Adobe Acrobat
MicroSoft Office Professional 2010
HP TFT7600 KVM Console

VS695UT #ABA Compaq 500B

VS695UT #ABA Compaq 500B
VS695UT #ABA Compaq 500B
WH335UT #ABA HP620
WH335UT #ABA HP620

MP3025 SPF Cabinet
MathCad Software

HP ProBook 4720S
HP Workstation Z800

HP Workstation Z800
Backup System

FaxFinder
HP Workstation Z800 w/ AutoCad
AutoCad LT 2011 & MathCad 14 Software
Flash Media Presentation of Signature Projects
HP Proliant DL380 G6 Performance Server

HP Probook 4710S
HP Compaq 610 Notebook
Compaq PIII 1.26 Processor
Labor Interface Dataload
Licenses for Microsoft Office, Windows Srvr, MS Ex

Autocad LT 2002 Licenses
Compaq EVO D510 S/N 6X26-KH9Z-COEF
Compaq EVO D510 S/N 6X26-KH9Z-COLL
Compaq EVO D510 S/N 6X26-KH9Z-COH7
Licenses for Microsoft Office, Windows Srvr, MS Ex

Catalyst 3548 XL Network Switch
Fiber Optic Upgrade
Compaq EVO D510 P4 1.8 (3)
Catalyst 3524 XL Network Switch for Access to Serv

Compaq EVO D510 S/N 6X27-KH9Z-H2NC
Compaq EVO D510 S/N 6X27-KH9Z-H29Z
Laserjet 1200N 15PPM #C7048A#ABA
Compaq EVO D510 P4 2.0 (2)
LP240 MMPROJ SVGA-1000 Lumen Office Projector
Compaq EVO D510 CMT P4 2.0 256 40GB 48X XPP 2K
Compaq Rack 10642 42U Flat Panel
Compaq EVO N410C PIII 1.2 30 256 2K

UPS System Batteries(10)
Compaq TFT5600 RKM Flat Panel MSD Integrated Keybo
Compaq DLT1 1280 Super Loader and Cartridges
Compaq Proliant DL380 G3 Xeon 2.8 512KB Cache, 2U
Compaq 36GB 15k U320 Uni Hard Drive (6)
Compaq EVO N800V P4 1.8 256 30GB DVD15 NIC XPP (2)
Compaq 2.8 GHZ Xeon Processor Option Kit
Compaq 1 GB PC2100 DDR (2X5I2MB) Memory Servers
Compaq EVO D510 S/N 6X31KN8ZW09M
Windows XP Pro 1 Client License Version Upgrade
Sun Microsystems Server
Compaq EVO D510 (2)
Compaq Proliant DL380 G3 Xeon 2.8 512KB Cache, 2U
Compaq 36GB 15k U320 Uni Hard Drive (6)
Compaq 2.8 GHZ Xeon Processor Option Kit

HP Compaq 610 Notebook

HP Compaq 610 Notebook
HP OfficeJet Pro Printer
ProNest Nesting Software

ABA HP Workstation Z800 w/AutoCad Software

Network for Production Office Building

Phone System for Production Office Building
CISCO CATALYST 3560G-24PS
CISCO CATALYST 3560G-48PS

CISCO CATALYST 3560G-48PS

Ricoh 3025SP Copier
HP Proliant Server
Aficio MP 4000SP Printer
Aficio MP 4000SP Printer
HP LaserJet P4014N
HP ProBook 4710S
HP ProBook 4710S
Desk Top Faxing
Adobe Acrobat Standard Software
HP Proliant DL380 Server
KS146UT#ABA Mini Note
NV438UT#ABA Smart Buy WVB/XPP
NV438UT#ABA Smart Buy WVB/XPP
NV438UT#ABA Smart Buy WVB/XPP
AutoCad LT Software
WS-C3750G-12S-S Catalyst Switch
HP Compaq Business Desktop
HP Compaq Business Desktop
HP Compaq Business Desktop
Ricoh Copier/Printer/Scanner MP3350SP
HP2140 Mini-Notebook
HP2140 Mini-Notebook
HP2140 Mini-Notebook
Cisco Catalyst 3560G 48PS Switch
HP Proliant DL360 G5 Server
AutoCad LT 2009 Software
HP Proliant DL380 G5 Server
Cisco Catalyst 3560-8PC Switch
Cisco Catalyst 3560-8PC Switch
Cisco Catalyst 3560-8PC Switch
Cisco Catalyst 3560-8PC Switch
Cisco Catalyst 3560-8PC Switch
HP Compaq Business Notebook
HP Compaq Business Notebook
Compaq 1 GB PC2100 DDR (2X5I2MB) Memory Servers
Adobe Acrobat 6.0 Professional
Danka Color Copier
Compaq EVO D510 CMT, P4 2.4, 256 Mb S/N USC32308XS
Compaq EVO D510 CMT, P$ 2.4, 256 Mb S/N USC32308Z1
Compaq EVO N800V P4 1.8 256 30GB DVD15 NIC (2)
Compaq EVO N800V P4
Windows XP Pro (10)
HP Laserjet 4200N Printer w/network card,duplex un

Compaq EVO D30 Tower; Pentium 4 2.53 GHz; S/N USU3
Citrix Metaframe XPS Software, Licenses, installat
ADT Timeclock Security System
ABRA Payroll System
PROLIANT DL380 RACK G3 3.06X
UR UNRESTRICTED FIREWALL
Backup Exec Win Svrs 9.1C
HP D220M MT P4-2.4/256/40G/48
Axxess CPC 256 (Phone System) 1st Phase
HP D220 MT P4-2.66/128/40G/48
9100C Digital Sender — THHNET 1 Scanner

LASERJET 5100TN 21PPM PAR/NIC
EVO N610C P4-2.0/256.30G/DVD
LASERJET 2300DN
Exchange Server Hardware and Software Upgrade
NX9010 2.8GHZ 15IN XGA, 40GB, 5
Wireless Network
LASERJET 2300N 25PPM USB/PAR/
Network Switch
Time Clock Security System
Citrix Server Hardware Upgrade
HP NC6000 P4M-1.6/512/40G/C
Preventative Maintenance Software
Add'l Charges: Sales & Use Tax Audit FY2001
Add'l Charges: Sales & Use Tax Audit FY2002
Add'l Charges: Sales & Use Tax Audit FY2000
HP D220MT P2.8/256/40G/CD/N
150 User Web Surfing Software
DSB NT Server Upgrade
Memory Upgrade for Exchange Server
PF673AA#ABA NC4010 PM/1600 512MB-40GB 1
Network Switch for Operations Area
Dell Desktop from Singapore Office
HP NC6000 PM1.7 512 40GB
Server & Memory Upgrade-Server Room

HP Compaq Business Notebook
HP Compaq Business Notebook
Cisco Catalyst 3560G-24PS Switch
Cisco Catalyst 3560G-24PS Switch
Fiber Optic Network Wiring
Microsoft Windows Server 2008
MicroSet Fax Upgrade
Cisco Catalyst 3560-8PC Switch
Cisco Catalyst 3560-8PC Switch
Cisco Catalyst 3560-8PC Switch
Cisco ASA 5510 SEC PLUS Appliance (Firewall)

Microsoft Exchange Server 2007

Video Conferencing System

KR916UT#ABA HP Compaq Business Notebook
Q38967 HP Compaq Business Desktop DC5800
KR916UT#ABA HP Compaq Business Notebook
Time Clock Plus Professional Edition
IBM Typewriter

IBM Typewriter
IBM Typewriter
IBM Typewriter
Great Plains Accounting System
Company Sign
EDM Software-Die Machine
AutoSTAAD

Steinbergs Microwave,Refrig
VTECH M-486DX250 SERIAL #3639539

Kodak Slide Projector #2

Great Plains Version 8 Upgrade

(7) AutoCAD R12 to R14 PC Upgrade / AutoEDMS

Automated Drawing Package for HLMR Bearings

Datum Software For Windows ASTM D-41 Lab
Alpha’s FACSys V4.5 For WNT 4.0 Server & Client

AutoCAD R14

DK424 Large Unit RCTUC

Card, 4 Port Tie Lin REMU

Security Software
Compaq Notebook from Singapore
Dell Desktop from Singapore Office
LaserJet 5100TN 21PPM PAR/N
Promo NC6230 PM1.86 512Mb
Promo HP DX2000 P4 2.8 GHz
Citrix License
OLB Exchange Sever
(6) WYSE Winterm v30 64F/128R
ETRAVE8003PUE2C Etrust Antivirus R8-100 2
PU985AA#ABA PROMO NC6230 NV6230 PM1.86 512MB
PU985AA#ABA PROMO NC6230 NV6230 PM1.86 512MB
PU985AA#ABA PROMO NC6230 NV6230 PM1.86 512MB
EV268AA#ABA HP PROMO NX9420 17” Display
DeskPro EN Series 174225-B21-AX 256 Mb
TR1034-P4-4L 4PT V34-ALOG
Win Server 2003 Licenses
WS-C3750-24PS-S Catalyst 3750 24Pt 10/100-2 Switch
PZ044UT#ABA HPXW6200 XEON 3.4GHz Router
EV268AA#ABA HP PROMO NX9420 17” Display
MathCad Software (10 copies)

EY695AA#ABA HP PROMO 15.4 WSXGA+ WVA
Universal Rack
SolidWorks CAD Software
EV268AA#ABA HP PROMO NX9420 17” Display Laptop
WS-C3750-48PS-S Catalyst 3750 Switch
PU984AW#ABA HP NC6230 PM1.86 512Mb 60Gb Laptop
PU984AW#ABA HP NC6230 PM1.86 512Mb 60Gb Laptop
PU984AW#ABA HP NC6230 PM1.86 512Mb 60Gb Laptop
EN176UT#ABA HP EN176UT 14”/1.66Ghz/512Mhz Laptop
EN176UT#ABA HP EN176UT 14”/1.66Ghz/512Mhz Laptop
Wireless Network
Dell PE6800 3.0GHz/2X2MB, XEON, 7041, 800FSB Serve
Dell PV110T, LTO-3, 400/800 GB, EXT-R Tape Drive

Dell OPTIPLEX 745 ULTRA SMALL FORM FACTOR PENTIUM
Dell OPTIPLEX 745 ULTRA SMALL FORM FACTOR PENTIUM

Cisco 2610 Ethernet Router/VPN Server/Accessories

PRN HP Laserjet/Proxima DP5800
Projector/Accessori
Legend 400 GS/LS/TTR Module/Page Pal Tel Interface
Cisco 2610 Ethernet Router/VPN Server/Accessories

24T-1 Interface Board (WAN)

WAN Network (Eltrax Systems)

Upgrading Licenses IP T and Memory 8MB DRAM & DIMM
Printers-HP Laserjet 4050N 1200DPI 17 PPM 16MB (
NIC Cards for Laptops/Jet Direct Printer 300X Offi
Pinnacle Database Programming-Estimating Departm
Vertex Inc. (Quantum for Sales Tax)

Scantron

Oracle ERP System
HP 8000 Laser Printer

HP 4050 N

Sigma Website Development
Citrix Server (Licenses, Metaframe 1.8, Install &
HP Laser Jet 8000DN Printer
Etherlink 10/100 PXCI NIC for PC Complete PC Manag
174224-B21 Compaq 128 MB SDRAM DIMM 133 MHZ Deskpr
Infocus Projector IF193340 LP340V DLP Projector
Powerpoint Digital System Copier
HP Color Laserjet 8550 DN
National Data for Runways & Bridges Licenses-FW

IF193340 Infocus LP34OV DLP Projector
Licenses for Microsoft Office, Autocad, Windows Sr

HP Laser Jet 5000 4mb Printer (iv at DSB)
Plantmerics Software ABZ9358PLTM2100ENE

HPJ4111A HP Procurve 8 Port
Office 2000 Pro Full MS521833
Netraspect Inc
Oracle Discoverer Desktop Edition-28 Licenses
EN362UT#ABA HP INTEL CORE 2 DUO NC6400

APC Smart UPS

AG554A SMARTBUY AIO600 3TB-STORAGE

Axxess DKSC-16 Upgrade

Dell PE6800 3.0GHz/2X2MB, XEON, 7041, 800FSB Serve
Dell PV110T, LTO-3, 400/800 GB, EXT-R Tape Drive

Additional Memory for the Proliant DL380 Servers

AG052A HP TFT7600 Flat 17” Display w/ Rackmount

Enterprise Vault-Email Archive System
SURT6000RMXLT-1TF5 SMARTUPS RT 6000VA RM XLT OL
376237-001 HP PROLIANT DL360 G4P XEON SERVER
EN362UT#ABA HP COMPAQ BUSINESS NOTEBOOK
Wireless LAN Controller 2106
WS-C3560G-24PS CISCO CATALYST 3560G-24PS SWITCH 24
EN362UT#ABA HP COMPAQ BUSINESS NOTEBOOK
AG554A HP STORAGE WORKS
GF21AT#ABA HP COMPAQ 6510B T7100
Epson GT Flatbed Scanner
AutoCad Software

SWF2000 Web Filter Appliance

AutoCad 2008
Oracle 11i Upgrade
Compaq S/N 6X2AKN8ZA22E
AF001A HP Rack 10642 G2 Pallet Rack

Diskeeper Software
AutoCad LT2008 Software

RM276UT#ABA Promo
RM254UT#ABA 17.1# HP Compaq Business Notebook
RT956UT#ABA HP Compaq
C8547A#ABA HP Color LaserJet Printer
AutoCad 2008 Software
HP Workstation XW8600

Dataload B&I Reporting (Warnock Tanner)

HP546405/CPQ107784/WD081821/BLBEHN5152
Development-Maintenance Database
UPS System backup battery

Lab Computer-Princeton Ultra 73E/Compaq Deskpro
DL125755 fax
Compaq 36.4 GB SCSI 10000 RPM Server Hard Drives,
CPI/400-PCI 4 Port /analog Fax Board for Fax Serve

Compaq Proliant DL380 G2 PIII

RM306UT#ABA HP Compaq Business Notebook 6710B
WS-C3560G-48PS-S Cisco Catalyst
RB452UT#ABA HP Workstation
Time Clock Secruity System Expansion (3 Readers an

AutoCad LT2008 Software

Catalyst 3560 24 Port 10/100/100T POE 4 SFP
HP Storage Works

HP Storage Works Tape Drive

RM298UT#ABA HP Compaq Business Notebook 8710P

Exhibit 10.3

SECOND AMENDMENT AGREEMENT

This SECOND AMENDMENT AGREEMENT (this "Amendment") is made as of the 10th day of March, 2011 among:

(a) GIBRALTAR INDUSTRIES, INC., a Delaware corporation ("Gibraltar");

(b) GIBRALTAR STEEL CORPORATION OF NEW YORK, a New York corporation ("GSNY" and, together with Gibraltar, collectively, "Borrowers" and, individually, each a "Borrower");

(c) the Lenders, as defined in the Credit Agreement, as hereinafter defined;

(d) KEYBANK NATIONAL ASSOCIATION, as the lead arranger, sole book runner and administrative agent for the Lenders under the Credit Agreement ("Agent");

(e) JPMORGAN CHASE BANK, N.A. and BMO HARRIS FINANCING, INC., formerly known as BMO Capital Markets Financing, Inc., as co-syndication agents; and

(f) HSBC BANK USA, NATIONAL ASSOCIATION and MANUFACTURERS AND TRADERS TRUST COMPANY, as co-documentation agents.

WHEREAS, Borrowers, Agent and the Lenders are parties to that certain Third Amended and Restated Credit Agreement, dated as of July 24, 2009, that provides, among other things, for loans and letters of credit aggregating Two Hundred Million Dollars ($200,000,000), all upon certain terms and conditions (as amended and as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, Borrowers, Agent and the Lenders desire to amend the Credit Agreement to modify certain provisions thereof and add certain provisions thereto;

WHEREAS, each capitalized term used herein and defined in the Credit Agreement, but not otherwise defined herein, shall have the meaning given such term in the Credit Agreement; and

WHEREAS, unless otherwise specifically provided herein, the provisions of the Credit Agreement revised herein are amended effective as of the date of this Amendment;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrowers, Agent and the Lenders agree as follows:

1. Amendment to Definitions in the Credit Agreement. Section 1.1 of the Credit Agreement is hereby amended to delete the definition of "Fixed Charge Coverage Ratio" therefrom and to insert in place thereof the following:

"Fixed Charge Coverage Ratio" means, as determined for the most recently completed four fiscal quarters of Gibraltar, on a Consolidated basis and in accordance with GAAP, the ratio of (a) (i) Consolidated EBITDA, minus (ii) Consolidated Unfunded Capital Expenditures, minus (iii) Consolidated Income Tax Expense paid in cash (net of tax refunds received in cash) but excluding taxes paid in cash that are specifically attributable to the gain from the United Steel Products and Renown Disposition, minus (iv) Capital Distributions; to (b) Consolidated Fixed Charges.

2. Additions to Definitions in the Credit Agreement. Section 1.1 of the Credit Agreement is hereby amended to add the following new definitions thereto:

"Renown" means Renown Specialties Company Ltd., a company organized under the law of Canada.

"United Steel Products" means United Steel Products Company, Inc., a Minnesota corporation.

"United Steel Products and Renown Disposition" means the sale by GSNY of all of its outstanding equity interests in United Steel Products and Renown pursuant to the United Steel Products and Renown Disposition Documents.

"United Steel Products and Renown Disposition Date" means the date that the United Steel Products and Renown Disposition is consummated, pursuant to the United Steel Products and Renown Disposition Documents.

"United Steel Products and Renown Disposition Documents" means the United Steel Products and Renown Purchase Agreement and each other document executed and delivered in connection therewith.

"United Steel Products and Renown Purchase Agreement" means (a) that certain Stock Purchase Agreement, dated as of March 10, 2011, among GSNY, MiTech Industries, Inc., a Missouri corporation and MiTech Canada Ltd., a company organized under the law of Canada.

3. Amendment to Addition of Borrowing Base Company Provisions. Section 2.15 of the Credit Agreement is hereby amended to delete subsection (a) therefrom and to insert in place thereof the following:

(a) such Domestic Subsidiary shall have complied with all requirements of Section 5.20 hereof,

4. Addition to Merger and Sale of Asset Covenant Provisions. Section 5.12 of the Credit Agreement is hereby amended to add the following new subsection (k) at the end thereof:

(k) if no Default or Event of Default shall have occurred and be continuing or would result therefrom, GSNY may consummate the United Steel Products and Renown Disposition, provided that:

(i) the United Steel Products and Renown Disposition is on an arm's length basis and has been approved by the board of directors of GSNY;

(ii) at least eighty percent (80%) of the consideration for the United Steel Products and Renown Disposition consists of cash;

(iii) one hundred percent (100%) of the Net Cash Proceeds from the United Steel Products and Renown Disposition shall (A) first, if there are any Revolving Loans outstanding, be applied to the Revolving Loans, with such payment first to be applied to the outstanding Base Rate Loans and then to the outstanding Eurodollar Loans, and (B) second, be applied or used for such purposes as Borrowers deem appropriate (but not inconsistent with this Agreement); and

(iv) the United Steel Products and Renown Disposition occurs prior to April 30, 2011.

5. Amendment to Schedules After the United Steel Products and Renown Disposition Date. Upon the acceptance by Agent of the updated Schedules to the Credit Agreement pursuant to Section 7 hereof, the Credit Agreement shall be amended to delete Schedule 2 (Guarantors of Payment), Schedule 3 (Borrowing Base Companies), Schedule 4 (Real Property), Schedule 5 (Pledged Securities), Schedule 6.1 (Corporate Existence; Subsidiaries; Foreign Qualification), Schedule 6.9 (Locations) and Schedule 6.17 (Intellectual Property) therefrom, and to insert in place thereof, respectively, a new Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6.1, Schedule 6.9 and Schedule 6.17.

6. Closing Deliveries. Concurrently with the execution of this Amendment, Borrowers shall:

(a) cause each Guarantor of Payment to execute the attached Guarantor Acknowledgment and Agreement; and

(b) pay all legal fees and expenses of Agent in connection with this Amendment and any other Loan Documents.

7. Required Deliveries After the United Steel Products and Renown Disposition. Within twenty (20) days after the United Steel Products and Renown Disposition Date, unless a longer period is agreed to by Agent in writing, Borrowers shall deliver to Agent the following

replacement Schedules to the Credit Agreement, in each case, as may be requested by Agent, to be in form and substance acceptable to Agent and giving effect to the United Steel Products and Renown Disposition: Schedule 2 (Guarantors of Payment), Schedule 3 (Borrowing Base Companies), Schedule 4 (Real Property), Schedule 5 (Pledged Securities), Schedule 6.1 (Corporate Existence; Subsidiaries; Foreign Qualification), Schedule 6.9 (Locations) and Schedule 6.17 (Intellectual Property);

8. Representations and Warranties. Borrowers hereby represent and warrant to Agent and the Lenders that (a) Borrowers have the legal power and authority to execute and deliver this Amendment; (b) the officers executing this Amendment have been duly authorized to execute and deliver the same and bind Borrowers with respect to the provisions hereof; (c) the execution and delivery hereof by Borrowers and the performance and observance by Borrowers of the provisions hereof do not violate or conflict with the Organizational Documents of Borrowers or any law applicable to Borrowers or result in a breach of any provision of or constitute a default under any other agreement, instrument or document binding upon or enforceable against Borrowers; (d) no Default or Event of Default exists, nor will any occur immediately after the execution and delivery of this Amendment or by the performance or observance of any provision hereof; (e) each of the representations and warranties contained in the Loan Documents is true and correct in all material respects as of the date hereof as if made on the date hereof, except to the extent that any such representation or warranty expressly states that it relates to an earlier date (in which case such representation or warranty is true and correct in all material respects as of such earlier date); (f) Borrowers are not aware of any claim or offset against, or defense or counterclaim to, Borrowers' obligations or liabilities under the Credit Agreement or any Related Writing; and (g) this Amendment constitutes a valid and binding obligation of Borrowers in every respect, enforceable in accordance with its terms.

9. Waiver and Release. Borrowers, by signing below, hereby waive and release Agent and each of the Lenders, and their respective directors, officers, employees, attorneys, affiliates and subsidiaries, from any and all claims, offsets, defenses and counterclaims of which Borrowers are aware, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto.

10. References to Credit Agreement and Ratification. Each reference to the Credit Agreement that is made in the Credit Agreement or any other Related Writing shall hereafter be construed as a reference to the Credit Agreement as amended hereby. Except as herein otherwise specifically provided, all terms and provisions of the Credit Agreement are confirmed and ratified and shall remain in full force and effect and be unaffected hereby. This Amendment is a Loan Document.

11. Counterparts. This Amendment may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile signature, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

12. Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

13. Severability. Any term or provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the term or provision so held to be invalid or unenforceable.

14. Governing Law. The rights and obligations of all parties hereto shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above.

GIBRALTAR INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

GIBRALTAR STEEL CORPORATION OF
NEW YORK

By: _____
Name: _____
Title: _____

KEYBANK NATIONAL ASSOCIATION,
as Agent and as a Lender

By: _____
Name: _____
Title: _____

MANUFACTURERS AND TRADERS
TRUST COMPANY,
as a Co-Documentation Agent and a Lender

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.,
as a Co-Syndication Agent and a Lender

By: _____
Name: _____
Title: _____

BMO HARRIS FINANCING, INC.,
as a Co-Syndication Agent and a Lender

By: _____
Name: _____
Title: _____

HARRIS N.A.,
as a Fronting Lender

By: _____
Name: _____
Title: _____

HSCB BANK USA, NATIONAL ASSOCIATION,
as a Co-Documentation Agent and a Lender

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.,
as a Lender

By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION,
as successor to National City Bank, as a Lender

By: _____
Name: _____
Title: _____

US BANK, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name: _____
Title: _____

RBS CITIZENS, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name: _____
Title: _____

FIRST NIAGARA BANK, N.A.,
as a Lender

By: _____
Name: _____
Title: _____

COMERICA BANK,
as a Lender

By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name: _____
Title: _____

GUARANTOR ACKNOWLEDGMENT AND AGREEMENT

The undersigned consent and agree to and acknowledge the terms of the foregoing Second Amendment Agreement, dated as of March 10, 2011. The undersigned further agree that the obligations of the undersigned pursuant to the Guaranty of Payment executed by the undersigned are hereby ratified and shall remain in full force and effect and be unaffected hereby.

The undersigned hereby waive and release Agent and the Lenders and their respective directors, officers, employees, attorneys, affiliates and subsidiaries from any and all claims, offsets, defenses and counterclaims of any kind or nature, absolute and contingent, of which the undersigned are aware or should be aware, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto.

JURY TRIAL WAIVER. THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWERS, AGENT, THE LENDERS AND THE UNDERSIGNED, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AMENDMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

AIR VENT INC.

By: _____
Name: _____
Title: _____

ALABAMA METAL INDUSTRIES CORPORATION

By: _____
Name: _____
Title: _____

APPLETON SUPPLY CO., INC.

By: _____
Name: _____
Title: _____

UNITED STEEL PRODUCTS COMPANY, INC.

By: _____
Name: _____
Title: _____

CONSTRUCTION METALS, LLC

By: _____
Name: _____
Title: _____

DIAMOND PERFORATED METALS, INC.

By: _____
Name: _____
Title: _____

DRAMEX INTERNATIONAL INC

By: _____
Name: _____
Title: _____

FLORENCE CORPORATION OF KANSAS

By: _____
Name: _____
Title: _____

GIBRALTAR STRIP STEEL, INC.

By: _____
Name: _____
Title: _____

SEA SAFE, INC.

By: _____
Name: _____
Title: _____

SOLAR OF MICHIGAN, INC.

By: _____
Name: _____
Title: _____

FLORENCE CORPORATION

By: _____
Name: _____
Title: _____

GIBRALTAR INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

NOLL/NORWESCO, LLC

By: _____
Name: _____
Title: _____

SOLAR GROUP, INC.

By: _____
Name: _____
Title: _____

SOUTHEASTERN METALS MANUFACTURING COMPANY, INC.

By: _____
Name: _____
Title: _____

Exhibit 99.1

Contact:

Kenneth Smith
Chief Financial Officer
716.826.6500 ext. 3217
kwsmith@gibraltar1.com.

Gibraltar's Strategic Acquisition and Divestiture Improve Operating Characteristics and Diversify Its Building Market Participation

D.S. Brown Adds Suite of Engineered Infrastructure Products for the Building Industry

Divestiture of USP Enables Capital Allocation to Businesses With Greater Potential for Shareholder Return

Buffalo, New York, March 10, 2011 — Gibraltar Industries, Inc. (Nasdaq: ROCK), a leading manufacturer and distributor of products for building and industrial markets, today announced that it has entered into an agreement to acquire Ohio-based D.S. Brown Company, a manufacturer of expansion joints, structural bearings and pavement sealants for bridges, highways and other infrastructure projects. Gibraltar also announced that it has sold United Steel Products Company, Inc. (USP), a supplier of structural connectors for the residential and commercial building industry, to MiTek Industries, Inc., a Berkshire Hathaway business.

"These two strategic transactions provide Gibraltar with a more diverse exposure to the building markets, a stronger revenue and profitability profile, and enhanced growth prospects going forward," said Gibraltar Chairman and Chief Executive Officer Brian Lipke. "Divesting USP enables us to focus management's time and allocate capital resources to businesses like D.S. Brown with strong market leadership positions and sales and profitability growth potential."

"I extend our thanks to the employees of USP for their contributions to Gibraltar and wish them continued success as a part of MiTek, an organization with which we have had a long relationship," said Lipke.

D.S. Brown, a 100 year old company has had outstanding success in its industry and has a five-year compound annual growth rate of 10%. The agreement to acquire D.S. Brown, which is controlled and majority owned by Altus Capital Partners, Inc., is subject to customary closing conditions, including regulatory approvals, and is expected to close in three to four weeks. Gibraltar expects the acquisition to be immediately accretive to non-GAAP earnings, excluding acquisition and other one-time costs, and to be accretive on a GAAP basis in the first 12 months of combined operations.

“The acquisition of D.S. Brown is squarely in line with our strategy to acquire businesses with a strong growth profile, provide value-added products and hold leadership positions in their markets,” continued Lipke. “D.S. Brown broadens our coverage of the building markets, while at the same time takes us farther up the value chain with a suite of engineered products. The company has earned a remarkable reputation in its industry and is the clear market leader.”

“A large number of bridges and elevated highways are reaching an end of their useful life and increased needs for transportation and rail systems indicate a significant opportunity for D. S. Brown’s infrastructure products in the coming years,” said Gibraltar President and Chief Operating Officer Henning Kornbrekke. “As the leader in this market, D.S. Brown is well positioned to continue to maintain its sales growth trajectory while generating strong margins and cash flow.”

Conference Call Details

Gibraltar has scheduled a conference call to discuss the transactions tomorrow, March 11, 2011, starting at 9:00 a.m. ET. Interested parties may access the call by dialing (866) 277-1184 domestically or (617) 597-5360 internationally and provide passcode 40727923. A webcast of the conference call will be available through the company’s website at http://www.gibraltar1.com/investors/index.cfm?page=48. A replay of the conference call and a copy of the transcript will be available on the Gibraltar Web site following the call.

About Gibraltar

Gibraltar Industries is North America’s leading ventilation products, mail storage (single and cluster), rain dispersion, bar grating, expanded metal, and metal lath manufacturer. The company serves customers in a variety of industries in all 50 states and throughout the world from 42 facilities in 20 states, Canada, England, and Germany. Comprehensive information about Gibraltar can be found on its website, at http://www.gibraltar1.com.

Safe Harbor Statement

Information contained in this news release, other than historical information, contains forward-looking statements and may be subject to a number of risk factors, uncertainties, and assumptions. Risk factors that could affect these statements include, but are not limited to, the following: the availability of raw materials and the effects of changing raw material prices on the company’s results of operations; energy prices and usage; changing demand for the company’s products and services; changes in the liquidity of the capital and credit markets; risks associated with the integration of acquisitions; and changes in interest and tax rates. In addition, such forward-looking statements could also be affected by general industry and market conditions, as well as general economic and political conditions. The company undertakes no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by applicable law or regulation.