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) May 7, 2009 (May 5, 2009)

GIBRALTAR INDUSTRIES, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	0-22462 (Commission File Number)	16-1445150 (IRS Employer Identification No.)

3556 Lake Shore Road
P.O. Box 2028
Buffalo, New York 14219-0228
(Address of principal executive offices) (Zip Code)

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

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))

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Item 1.01 Entry into a Material Definitive Agreement.

On May 6, 2009, Gibraltar Industries, Inc. (the "Company"), with its wholly-owned subsidiary Gibraltar Steel Corporation of New York ("GSCNY") as co-borrower, entered into Amendment No. 1 (the "Amendment") to the Second Amended and Restated Credit Agreement with a syndicate of banks led by KeyBank National Association, JPMorgan Chase Bank, N.A., Harris N.A., HSBC Bank USA, National Association, and Manufacturers and Traders Trust Company (the "Second Amendment and Restatement"). The Amendment amends the Second Amendment and Restatement to allow the Company, GSCNY or any of their subsidiaries to sell GM Receivables (as defined in the Amendment) and Chrysler Receivables (as defined in the Amendment) pursuant to terms and conditions of the United States Department of Treasury Auto Supplier Support Program. Robert E. Sadler, Jr., a Director of the Company, is Vice Chairman of the Board of Manufacturers and Traders Trust Company, one of the lenders under the Second Amendment and Restatement.

The foregoing description of the Amendment does not purport to be complete, and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

and

Item 7.01 Regulation FD Disclosure.

The following information is furnished pursuant to both Item 2.02 and Item 7.01:

On May 6, 2009, Gibraltar Industries, Inc. (the "Company") issued a news release reporting results for the three month period ended March 31, 2009. A copy of the news release (the "Release") is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

The information in this Form 8-K under the captions Items 2.02 and 7.01 and Item 9.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the registrant under the Securities Act of 1933 (the "Securities Act") or the Exchange Act, unless the registrant specifically incorporates it by reference in a document filed under the Securities Act or the Exchange Act.

Item 2.06 Material Impairments.

In the Release, the Company announced that a charge in the amount of $25,501,000 was recorded as of March 31, 2009 for the impairment of goodwill for one of the reporting units in the Building Products segment. The combined impact of lower than anticipated sales and revised long-term growth expectations for this reporting unit caused management of the Company to reconsider key assumptions used in previous valuations to support the goodwill balance reported for this reporting unit. After reviewing these assumptions and reviewing the fair value of the remaining assets of this reporting unit, the Company determined on May 5, 2009 in connection with the review of its financial statements as of and for the three-months ended March 31, 2009, that the value of the reporting unit no longer supported the goodwill balance. The goodwill impairment charge, which is a non-cash charge, negatively impacted earnings per diluted share by an estimated $0.50.

Item 9.01 Financial Statements and Exhibits.

(a)-(c) Not applicable.

(d) Exhibits:

Exhibit No.	Description
10.1	Amendment No. 1 to Second Amended and Restated Credit Agreement
99.1	News Release issued by Gibraltar Industries, Inc. on May 6, 2009

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: May 7, 2009

By: /s/ Kenneth W. Smith
Kenneth W. Smith
Executive Vice President, Chief Financial Officer

Exhibit 10.1

EXECUTION VERSION

AMENDMENT NO. 1
TO
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This Amendment No. 1 to Second Amended and Restated Credit Agreement (this "Amendment") is made as of May 6, 2009, by and among the following:

(i) GIBRALTAR INDUSTRIES, INC., a Delaware corporation ("GII");

(ii) GIBRALTAR STEEL CORPORATION OF NEW YORK, a New York corporation (together with GII, collectively, the "Borrowers" and, individually, "Borrower");

(iii) the Lenders (as defined in the Credit Agreement referred to below) signatory hereto; and

(iv) KEYBANK NATIONAL ASSOCIATION, as administrative agent for the Lenders (the "Administrative Agent").

RECITALS:

A. The Borrowers, the Administrative Agent and the Lenders are parties to the Second Amended and Restated Credit Agreement, dated as of August 31, 2007 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. The Borrowers, the Administrative Agent and the Lenders desire to amend the Credit Agreement to modify certain provisions thereof in the manner and to the extent set forth herein.

C. Each capitalized term used herein and not otherwise defined herein shall have the same meaning set forth in the Credit Agreement.

AGREEMENT:

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Administrative Agent and the Lenders agree as follows:

1. New Definitions. The following definitions shall be added to Section 1.01 of the Credit Agreement in the appropriate alphabetical order:

""Amendment No. 1" means the Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of May 6, 2009, by and among the Borrowers, the Administrative Agent and the Lenders signatory thereto."

""Amendment No. 1 Effective Date" has the meaning given to such term in Amendment No. 1."

““Chrysler Receivable” means an account receivable owed to a Borrower or any Subsidiary generated from the sales of goods or services to Chrysler Corporation and its affiliates and eligible to be sold pursuant to the Supplier Program.”

““GM Receivable” means an account receivable owed to a Borrower or any Subsidiary generated from the sales of goods or services to General Motors Corporation and its affiliates and eligible to be sold pursuant to the Supplier Program.”

““Lien Priority Agreement” means a lien priority agreement, in substantially the form attached to Amendment No. 1 as Exhibit A, executed and delivered by the Administrative Agent in connection with any Supplier Purchase Agreement and the Supplier Program.”

““Supplier Program” means the United States Department of the Treasury Auto Supplier Support Program.”

““Supplier Program Receivables” has the meaning provided in Section 7.02(d).”

““Supplier Purchase Agreement” means each supplier purchase agreement entered into by a Borrower or a Subsidiary for the purpose of selling GM Receivables or Chrysler Receivables pursuant to the Supplier Program.”

2. Amendment to Section 7.02. Section 7.02 of the Credit Agreement is hereby amended to delete the word “and” at the end of clause (b), to delete the period at the end of clause (c) and replace it with a semicolon and the word “and,” and to add a new section (d) thereto:

“(d) Supplier Program Receivables. Notwithstanding anything contained in this Section 7.02 to the contrary, the Borrowers or any Subsidiary may sell GM Receivables or Chrysler Receivables pursuant to the Supplier Program (the “Supplier Program Receivables”), *provided*, *that* (i) the consideration received for the Supplier Program Receivables is in cash received in immediately available funds; (ii) the purchase price for any Supplier Program Receivables sold is at least 90% of the face amount of such Supplier Program Receivables (and no other fees or charges are due and payable by any Borrower or any Subsidiary in connection with participation in the Supplier Program); and (iii) any Supplier Purchase Agreement shall be substantially in the form delivered to the Administrative Agent prior to the Amendment No. 1 Effective Date and any other documentation entered into by a Borrower or a Subsidiary shall be upon such terms as reasonably acceptable to the Administrative Agent.”

3. Amendment to Section 11.12(d). Section 11.12(d) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(d) To the extent the Required Lenders (or all of the Lenders, as applicable, as shall be required by this Section) waive the provisions of Section 7.02 with respect to the sale, transfer or other disposition of any Collateral, or any Collateral is sold, transferred or disposed of as permitted by Section 7.02, (i) such Collateral shall be sold, transferred or disposed of free and clear of the Liens created by the respective Security Documents; (ii) if such Collateral includes all of the capital stock of a Subsidiary that is a party to the Subsidiary Guaranty or whose stock is pledged pursuant to the Security Agreement, such capital stock shall be released from the Security Agreement and such Subsidiary shall be released from the Subsidiary Guaranty; and (iii) the Administrative Agent shall be authorized to take actions deemed appropriate by it in order to effectuate the foregoing, including, without limitation, executing and delivering any Lien Priority Agreement."

4. Conditions Precedent. The amendments set forth above shall become effective on the date (the "Amendment No. 1 Effective Date") that the following conditions are satisfied:

(a) this Amendment has been executed by each Borrower, the Administrative Agent and the Required Lenders, and counterparts hereof as so executed shall have been delivered to the Administrative Agent;

(b) each Subsidiary Guarantor has executed and delivered to the Administrative Agent the Subsidiary Guarantor Acknowledgment and Agreement attached hereto;

(c) all representations and warranties of the Loan Parties contained in the Credit Agreement or in the other Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of this Amendment, except to the extent that such representations and warranties expressly relate to an earlier specified date, in which case such representations and warranties shall have been true and correct in all material respects as of the date when made;

(d) the Borrowers have satisfied such other conditions as the Administrative Agent may reasonably request relating to the transactions contemplated hereby.

5. Representations and Warranties. Each Borrower hereby represents and warrants to the Administrative Agent and the Lenders that: (a) such Borrower has the legal power and authority to execute and deliver this Amendment; (b) the officials executing this Amendment have been duly authorized to execute and deliver the same and bind such Borrower with respect to the provisions hereof; (c) the execution and delivery hereof by such Borrower and the performance and observance by such Borrower of the provisions hereof do not violate or conflict with the organizational documents of such Borrower or any law applicable to such Borrower; (d) no Default or Event of Default exists under the Credit Agreement, nor will any occur immediately after the execution and delivery of this Amendment or by the performance or observance of any provision hereof; and (e) this Amendment constitutes a valid and binding obligation of such Borrower in every respect, enforceable in accordance with its terms, except to the extent that the enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

6. Credit Agreement Unaffected. Each reference that is made in the Credit Agreement or any other Loan Document shall hereafter be construed as a reference to the Credit Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Credit Agreement shall remain in full force and effect and be unaffected hereby.

7. Entire Agreement. This Amendment is specifically limited to the matters expressly set forth herein. This Amendment and all other instruments, agreements and documents executed and delivered in connection with this Amendment embody the final, entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior commitments, agreements,

representations and understandings, whether written or oral, relating to the matters covered by this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto relating to the subject matter hereof or any other subject matter relating to the Credit Agreement

8. Waiver. Each Borrower hereby waives and releases, to the fullest extent permitted by applicable law, the Administrative 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 such Borrower is 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.

9. 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.

10. 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.

11. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.

(a) THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK GOVERNS THIS AMENDMENT. Any legal action or proceeding with respect to this Amendment may be brought in the Supreme Court of the State of New York sitting in New York County or in the United States District Court of the Southern District of New York, and, by execution and delivery of this Amendment, each Borrower hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

(b) Each Borrower hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Amendment brought in the courts referred to in Section 11(a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 AMENDMENT BY,

AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

(Signature pages follow.)

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

GIBRALTAR INDUSTRIES, INC.

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

GIBRALTAR STEEL CORPORATION OF NEW YORK

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

KEYBANK NATIONAL ASSOCIATION, as Administrative Agent and as a Lender

By: /s/ Mark F. Wachowiak
Name: Mark F. Wachowiak
Title: Vice President

LENDER:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: /s/ Jonathan Z. Falk
Name: Jonathan Z. Falk
Title: Vice President

LENDER:

US BANK, NATIONAL ASSOCIATION

By: /s/ Louis Serio
Name: Louis Serio
Title: Vice President

LENDER:

PNC BANK, NATIONAL ASSOCIATION

By: /s/ James F. Stevenson
Name: James F. Stevenson
Title: Senior Vice President

LENDER:

FIRSTMERIT BANK, N.A.

By: /s/ Robert G. Morlan
Name: Robert G. Morlan
Title: Senior Vice President

LENDER:

JPMORGAN CHASE BANK, N.A.

By: /s/ Thomas C. Strasenburgh
Name: Thomas C. Strasenburgh
Title: Vice President

LENDER:

HSBC BANK USA, NATIONAL ASSOCIATION

By: /s/ Peter Leonard
Name: Peter Leonard
Title: AVP

LENDER:

TRISTATE CAPITAL BANK

By: /s/ David A. Molnar
Name: David A. Molnar
Title: Regional President

LENDER:

COMERICA BANK

By: /s/ Mark Skrzynski
Name: Mark Skrzynski
Title: Corporate Banking Officer

LENDER:

FIRST NATIONAL BANK OF PENNSYLVANIA

By: /s/ Jeffrey A. Martin
Name: Jeffrey A. Martin
Title: Senior Vice President

LENDER:

NATIONAL CITY BANK

By: /s/ Timothy J. Holmes
Name: Timothy J. Holmes
Title: Senior Vice President

LENDER:

BANK OF AMERICA, N.A.

By: /s/ Michael R. Nowicki
Name: Michael R. Nowicki
Title: Senior Vice President

EXHIBIT A

Lien Priority Agreement

(see attached)

LIEN PRIORITY AGREEMENT

THIS LIEN PRIORITY AGREEMENT is made as of ____________________ by and between GM Supplier Receivables LLC (“Purchaser”), with an address at ____________________ and ____________________ (“Creditor”) with an address at ____________________.

RECITALS:

A. Creditor has loaned, extended credit or otherwise agreed to become a creditor of _________ (“Debtor”) and has received, in connection therewith, a security interest in certain property of Debtor, including accounts receivable owed to Debtor by one or more account debtors including General Motors Corporation, a Delaware corporation (together with its subsidiaries and affiliates, “OEM”) (such receivables, including related security and the proceeds thereof, the “Creditor Receivables”).

B. Purchaser from time to time wishes to purchase from Debtor and Debtor wishes to sell to Purchaser, per the terms of that certain Supplier Purchase Agreement between Purchaser, Debtor and Citibank, N.A., a national banking association (“Citibank”), certain accounts receivable owed to Debtor by OEM (such receivables, including related security and the proceeds thereof, the “Purchaser Receivables”).

C. It is the desire and intention of the parties hereto to establish, as between themselves, the priority, operation and effect of the security and other interests of Creditor and Purchaser in the Creditor Receivables (including, without limitation, the Purchaser Receivables).

D. Debtor, Purchaser and OEM are participating in the United States Department of the Treasury (“UST”) Auto Supplier Support Program, certain terms of which are outlined in Annex A hereto (the “Program Terms”).

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Creditor hereby consents to the sale by Debtor and purchase by Purchaser, from time to time, of the Purchaser Receivables.

2. Effective upon the purchase by Purchaser of the Purchaser Receivables, Creditor agrees that the security interest of Creditor in the Purchaser Receivables is hereby released automatically and without further action by Creditor or Debtor. If for any reason such purchase of Purchaser Receivables by Purchaser is judicially re-characterized as a grant of collateral by Debtor to secure a financing, then Creditor agrees that its interest in the Purchaser Receivables is hereby made subordinate, junior and inferior, and postponed in priority, operation and effect, to the security interest of Purchaser in such Purchaser Receivables. Purchaser agrees that any interest it may have in Creditor Receivables (other than Purchaser Receivables) is hereby made subordinate, junior and inferior, and postponed in priority, operation and effect, to the security interest of Creditor in the Creditor Receivables.

3. The priority and release in the Creditor Receivables and Purchaser Receivables set forth above are notwithstanding the operation or provisions of applicable law, the time, order or method of attachment or perfection of security interests or the time and order of filing of financing statements or any other liens held by the parties, whether under the Uniform Commercial Code or other applicable law.

4. Creditor and Purchaser agree that neither shall challenge, contest, or join or support any other person in challenging or contesting, whether directly or indirectly, the validity, perfection, priority or enforceability of the other party’s security interest in the Purchaser Receivables or the Creditor Receivables, as applicable, in a manner inconsistent with this Agreement.

5. Purchaser agrees to immediately turn or pay over to Creditor any amounts that may come into its possession that derive from Creditor Receivables other than Purchaser Receivables, Creditor agrees to immediately turn or pay over to Purchaser any amounts that may come into its possession that derive from Purchaser Receivables. Except as set forth above, neither party shall have any other duty or obligation of any other nature, including with respect to the attachment or creation of

any other parry's security interest or any credit decisions of such other party with respect to Debtor. Creditor acknowledges that Purchaser and Debtor have business relationships in addition to the purchase and sale of the Purchaser Receivables.

6. This Agreement shall remain in effect for as long as the Supplier Purchaser Agreement between Purchaser, Debtor and Citibank remains in effect or amounts remain outstanding with respect to Purchaser Receivables purchased by Purchaser, whichever is later (including during a bankruptcy proceeding involving Debtor). This Agreement will be binding upon and inure to the benefit of Creditor and Purchaser and their respective successors and assigns.

7. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may agree. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address set forth above or to such other address as any party may give to the other in writing for such purpose in accordance with this Section.

8. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

9. This Agreement may be executed in any number of counterparts, which taken together shall constitute a single copy of this Agreement.

10. This Agreement is governed by the laws of the State of New York. Purchaser and Creditor agree that any New York State or Federal court sitting in New York City shall have non-exclusive jurisdiction to settle any dispute in connection with this Agreement, and the parties hereby submit to the jurisdiction of those courts. Purchaser and Creditor each waive any right to immunity from jurisdiction to which it may be entitled (including, to the extent applicable, immunity from pre- and post-judgment attachment and execution.)

11. As additional collateral for loans received pursuant to the Program Terms, the Purchaser has collaterally assigned this Agreement to UST. The Creditor hereby acknowledges and consents to such assignment.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

______________________________	GM SUPPLIER RECEIVABLES LLC
By: ______________________________	By ______________________________
Print Name: ______________________	Print Name: ______________________
Title:	Title:
Phone:	Phone:

SUBSIDIARY GUARANTOR ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned (collectively, the "Subsidiary Guarantors" and, individually, "Subsidiary Guarantor") consents and agrees to and acknowledges the terms of the foregoing Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of May 6, 2009 (the "Amendment"). Each Subsidiary Guarantor specifically acknowledges the terms of and consents to the amendments set forth in the Amendment. Each Subsidiary Guarantor further agrees that its obligations pursuant to the Subsidiary Guaranty shall remain in full force and effect and be unaffected hereby.

Each Subsidiary Guarantor hereby waives and releases, to the fullest extent permitted by applicable law, the Administrative 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 any of the Subsidiary Guarantors is 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.

EACH SUBSIDIARY GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SUBSIDIARY GUARANTOR ACKNOWLEDGMENT AND AGREEMENT OR THE AMENDMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH SUBSIDIARY GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

(Signature page follows.)

IN WITNESS WHEREOF, this Subsidiary Guarantor Acknowledgment and Agreement has been duly executed and delivered as of the date of the Amendment.

AIR VENT INC., as a Guarantor
ALABAMA METAL INDUSTRIES CORPORATION, as a Guarantor
APPLETON SUPPLY CO., INC., as a Guarantor
CLEVELAND PICKLING, INC., as a Guarantor
CONSTRUCTION METALS, LLC, as a Guarantor
DIAMOND PERFORATED METALS, INC., as a Guarantor
DRAMEX INTERNATIONAL INC., as a Guarantor
FLORENCE CORPORATION, as a Guarantor
FLORENCE CORPORATION OF KANSAS, as a Guarantor
GIBRALTAR INTERNATIONAL, INC., as a Guarantor
GIBRALTAR OF PENNSYLVANIA, INC., as a Guarantor
GIBRALTAR STRIP STEEL, INC., as a Guarantor
HOME IMPRESSIONS, INC., as a Guarantor
K & W METAL FABRICATORS, LLC, as a Guarantor
NOLL/NORWESCO, LLC, as a Guarantor
SEA SAFE, INC., as a Guarantor
SOLAR GROUP, INC., as a Guarantor
SOLAR OF MICHIGAN, INC., as a Guarantor
SOUTHEASTERN METALS MANUFACTURING COMPANY, INC., as a Guarantor
UNITED STEEL PRODUCTS COMPANY, INC., as a Guarantor

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

Exhibit 99.1

For Immediate Release
May 6, 2009

GIBRALTAR REPORTS FIRST-QUARTER RESULTS

- *Additional Actions Taken to Aggressively Lower Cost Structure, Maximize Cash, Reduce Debt*
- *Positive Cash Flow Used to Reduce Debt by Another $27 Million, or 8%*

BUFFALO, NEW YORK (May 6, 2009) — Gibraltar Industries, Inc. (NASDAQ: ROCK), a leading manufacturer, processor, and distributor of products for the building, industrial, and vehicular markets, today reported its financial results for the first quarter ended March 31, 2009.

First-quarter sales were $205 million, a decrease of 30% compared to $294 million in the first quarter 2008 as economic and market conditions continued to deteriorate well beyond expectations and any previous recessionary trends. Housing starts decreased 50% to below 600,000 units per year and automotive production decreased by 51% to below 8 million vehicles per year. Gibraltar unit-volume declines followed the market declines particularly in our Processed Metal Products segment where we experienced a decline of 45% in tons processed. Businesses within our Building Products segment that have a stronger focus in the repair, remodeling, and commercial markets experienced smaller unit-volume declines which partially offset the higher declines in our Processed Metal Products segment and other Building Products businesses.

The first-quarter 2009 results from continuing operations included an operating margin of (8.3)% and a loss of $12.0 million, or $(0.40) per diluted share, compared to a 6.5% operating margin and income of $7.4 million, or $0.25 per diluted share, in the first quarter 2008, excluding restructuring costs in both years and a non-cash impairment charge in the first quarter 2009. Results were driven by the significant decline in unit volume and, particularly in our Processed Metal Products segment, the precipitous decline in margins as a result of the FIFO impact on cost of sales. The Company incurred an after-tax non-cash goodwill impairment charge of $15.1 million, or $0.50 per diluted share, during the three months ended March 31, 2009. The Company also incurred after-tax restructuring charges of $0.5 million, or $0.02 per diluted share, in the first quarter of 2009 compared to $1.4 million, or $0.05 per diluted share, for the comparable prior-year period. The sum of the items above resulted in a diluted loss per share of $(0.92) for the first quarter of 2009 compared to income of $0.20 per share for the first quarter of 2008. Gibraltar has made additional progress in lowering its operating cost structure and strengthening its balance sheet, reducing debt by another $27 million or 8% during the first quarter of 2009, and by $224 million or 41% in the last 18 months.

“Fortunately our aggressive actions over the last four years and our focus to be the most efficient global producer in our product lines have provided a platform that has mitigated the impact of the current economic climate. Gibraltar is positioned to withstand this historic downturn and emerge as an even stronger company when conditions eventually stabilize and begin to improve. In addition, as a result of our aggressive restructuring we expect a significant improvement in profitability in the second quarter even though we only anticipate a slight seasonal up tick in sales,” said Brian J. Lipke, Gibraltar’s Chairman and Chief Executive Officer.

—more—

"In response to the continued deterioration of global economic conditions the Company initiated a series of additional actions to aggressively lower its cost structure, further reduce working capital, maximize cash, and continue to pay down debt. These actions included a further staffing reduction of 17 percent in the first quarter (staffing has been reduced by 36 percent from September 2007), ten percent salary reductions by the CEO and COO, a ten percent reduction in fees by the Board of Directors, the elimination of salary increases and the suspension of the company match on 401(k) contributions, furloughs in many of our business units, lower capital spending, travel restrictions, and many other discretionary spending reductions. We anticipate annualized cash savings of $84 million from the actions we have initiated thus far," said Henning N. Kornbrekke, Gibraltar's President and Chief Operating Officer.

"These additional cost-cutting activities — and the numerous supply chain and operational cost-saving initiatives already in place — build on the substantial progress we made during 2007 and 2008, when we closed, consolidated, or sold 31 facilities (a reduction of 31 percent). We will continue to streamline and consolidate our business, match capacity to demand, relentlessly attack costs, evaluate our portfolio of businesses, and make further adjustments if market conditions fall below our current expectations," said Mr. Kornbrekke

"While some of these aggressive actions were driven by current volume levels, the structural changes are a key component of our strategy to be the low-cost provider of our products. It is important to emphasize that our streamlining and cost-reduction activities leave us with an estimated productive capacity of $1.5 billion to $1.6 billion. So we have substantial upside capacity to utilize as business conditions improve," added Mr. Lipke.

Gibraltar has scheduled a conference call to review its results for the first quarter of 2009 tomorrow, May 7, 2009, starting at 9:00 am ET. A link to the call can be accessed on Gibraltar's Web site, at http://www.gibraltar1.com. The presentation slides that will be discussed during the call are expected to be available on Wednesday, May 6, by 6:00 p.m. ET. The slides may be downloaded from the Conference Calls page of the Investor Info section of the Gibraltar Web site: http://www.gibraltar1.com/investors/index.cfm?page=48. If you are not able to participate in the call, you may listen to a replay or review a copy of the prepared remarks via the link above. Both will be available on the Gibraltar Web site shortly following the call. The conference call replay link, presentation slides, and prepared remarks will remain on the Gibraltar Web site for one year.

Gibraltar Industries is a leading manufacturer, processor, and distributor of products for the building, industrial, and vehicular markets. The Company serves customers in a variety of industries in all 50 states and throughout the world. It has approximately 2,700 employees and operates 59 facilities in 26 states, Canada, England, Germany, and Poland. Gibraltar's common stock is a component of the S&P SmallCap 600 and the Russell 2000® Index.

—more—

Information contained in this release, other than historical information, should be considered forward-looking and may be subject to a number of risk factors, including: general economic conditions; the impact of the availability and the effects of changing raw material prices on the Company's results of operations; energy prices and usage; the ability to pass through cost increases to customers; changing demand for the Company's products and services; risks associated with the integration of acquisitions; and changes in interest or tax rates. In addition, such forward-looking statements could also be affected by general industry and market conditions, as well as regulatory changes. 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.

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GIBRALTAR INDUSTRIES, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)

	March 31, 2009 (unaudited)	December 31, 2008
Assets		
Current assets:		
Cash and cash equivalents	$ 8,532	$ 11,308
Accounts receivable, net of reserve of $6,928 and $6,713 in 2009 and 2008, respectively	118,330	123,272
Inventories	141,202	189,935
Other current assets	31,657	22,228
Assets of discontinued operations	1,461	1,486
Total current assets	301,182	348,229
Property, plant and equipment, net	239,800	243,619
Goodwill	417,372	443,925
Acquired intangibles	85,721	87,373
Investment in partnership	2,396	2,477
Other assets	17,955	20,736
	$ 1,064,426	$ 1,146,359
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	$ 68,955	$ 76,168
Accrued expenses	37,327	46,305
Current maturities of long-term debt	2,708	2,728
Total current liabilities	108,990	125,201
Long-term debt	326,749	353,644
Deferred income taxes	69,072	79,514
Other non-current liabilities	19,621	19,513
Shareholders' equity:		
Preferred stock, $0.01 par value; authorized: 10,000,000 shares; none outstanding	—	—
Common stock, $0.01 par value; authorized 50,000,000 shares; 30,179,032 and 30,061,550 shares issued and outstanding at March 31, 2009 and December 31, 2008, respectively	302	301
Additional paid-in capital	224,807	223,561
Retained earnings	343,476	356,007
Accumulated other comprehensive loss	(12,550)	(10,825)
	540,950	569,044
Less: cost of 110,791 and 75,050 common shares held in treasury at March 31, 2009 and December 31, 2008, respectively	956	557
Total shareholders' equity	539,994	568,487
	$ 1,064,426	$ 1,146,359

GIBRALTAR INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)
(unaudited)

	Three Months Ended March 31,	
	2009	2008
Net sales	$ 204,843	$ 293,938
Cost of sales	191,830	241,822
Gross profit	13,013	52,116
Selling, general and administrative expense	30,680	35,088
Goodwill impairment	25,501	—
(Loss) income from operations	(43,168)	17,028
Other expense (income)		
Interest expense	5,967	8,062
Equity in partnership's loss (income) and other (income)	19	(153)
Total other expense	5,986	7,909
(Loss) income before taxes	(49,154)	9,119
(Benefit of) provision for income taxes	(21,602)	3,095
(Loss) income from continuing operations	(27,552)	6,024
Discontinued operations:		
(Loss) income from discontinued operations before taxes	(104)	824
(Benefit of) provision for income taxes	(40)	148
(Loss) income from discontinued operations	(64)	676
Net (loss) income	$ (27,616)	$ 6,700
Net (loss) income per share — Basic:		
(Loss) income from continuing operations	$ (0.92)	$ 0.20
(Loss) income from discontinued operations	(0.00)	0.02
Net (loss) income	$ (0.92)	$ 0.22
Weighted average shares outstanding — Basic	30,080	29,917
Net (loss) income per share — Diluted:		
(Loss) income from continuing operations	$ (0.92)	$ 0.20
(Loss) income from discontinued operations	(0.00)	0.02
Net (loss) income	$ (0.92)	$ 0.22
Weighted average shares outstanding — Diluted	30,080	30,090

GIBRALTAR INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three Months Ended March 31, 2009	Three Months Ended March 31, 2008
Cash flows from operating activities		
Net (loss) income	$ (27,616)	$ 6,700
(Loss) income from discontinued operations	(64)	676
(Loss) income from continuing operations	(27,552)	6,024
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	8,057	8,716
Goodwill impairment	25,501	—
Provision for deferred income taxes	(10,416)	(448)
Equity in partnership’s loss (income) and other (income)	80	(71)
Stock compensation expense	1,462	1,477
Noncash charges to interest expense	521	492
Other	(63)	5
Increase (decrease) in cash resulting from changes in (net of dispositions):		
Accounts receivable	9,138	(22,103)
Inventories	48,366	6,976
Other current assets and other assets	(11,281)	143
Accounts payable	(7,266)	20,509
Accrued expenses and other non-current liabilities	(6,829)	5,050
Net cash provided by operating activities from continuing operations	29,718	26,770
Net cash (used in) provided by operating activities for discontinued operations	(110)	5,120
Net cash provided by operating activities	29,608	31,890
Cash flows from investing activities		
Additional consideration for acquisitions	(59)	(187)
Purchases of property, plant and equipment	(3,414)	(4,557)
Net proceeds from sale of property and equipment	189	—
Net cash used in investing activities for continuing operations	(3,284)	(4,744)
Net cash provided by investing activities from discontinued operations	—	11
Net cash used in investing activities	(3,284)	(4,733)
Cash flows from financing activities		
Long-term debt reduction	(39,061)	(58,944)
Proceeds from long-term debt	12,074	33,004
Payment of deferred financing costs	—	(4)
Payment of dividends	(1,499)	(1,495)
Purchase of treasury stock at market prices	(399)	(23)
Tax benefit from equity compensation	(215)	122
Net cash used in financing activities for continuing operations	(29,100)	(27,340)
Net cash provided by financing activities from discontinued operations	—	3
Net cash used in financing activities	(29,100)	(27,337)
Net decrease in cash and cash equivalents	(2,776)	(180)
Cash and cash equivalents at beginning of year	11,308	35,287
Cash and cash equivalents at end of period	$ 8,532	$ 35,107

GIBRALTAR INDUSTRIES, INC.
Segment Information
(unaudited)
(in thousands)

	Three Months Ended March 31,			
			Increase (Decrease)	
	2009	2008	$	%
Net Sales				
Building Products	$ 166,339	$ 229,323	$ (62,984)	(27.5)%
Processed Metal Products	38,504	64,615	(26,111)	(40.4)%
Total Sales	204,843	293,938	(89,095)	(30.3)%
Income from Operations				
Building Products *	$ (28,621)	$ 20,800	$ (49,421)	(238)%
Processed Metal Products	(9,632)	2,147	(11,779)	(549)%
Corporate	(4,915)	(5,919)	1,004	(17)%
Total Income from Operations *	$ (43,168)	$ 17,028	$ (60,196)	(354)%
Operating Margin				
Building Products	(17.2)%	9.1%		
Processed Metal Products	(25.0)%	3.3%		
Consolidated	(21.1)%	5.8%		

* Includes a $25.5 million goodwill impairment charge in the first quarter of 2009.

GIBRALTAR INDUSTRIES, INC.
Non-GAAP Reconciliation
Three Months Ended March 31, 2009
(unaudited)
(in thousands)

	Non-GAAP Item Reported	Goodwill Impairment Charge	Exit Activity Costs	As Reported In GAAP Statements
Loss from operations				
Building Products	$ (2,848)	$ (25,501)	$ (272)	$ (28,621)
Processed Metal Products	(9,073)	—	(559)	(9,632)
Corporate	(4,915)	—	—	(4,915)
Total loss from operations	(16,836)	(25,501)	(831)	(43,168)
Interest expense	5,967	—	—	5,967
Equity in partnerships' loss and other income	19	—	—	19
Loss before income taxes	(22,822)	(25,501)	(831)	(43,168)
Benefit of income taxes	(10,821)	(10,416)	(365)	(21,602)
Loss from continuing operations	$ (12,001)	$ (15,085)	$ (466)	$ (27,552)
Loss from continuing operations per share — diluted	$ (0.40)	$ (0.50)	$ (0.02)	$ (0.92)
Operating margin				
Building Products	(1.7)%	(15.3)%	(0.2)%	(17.2)%
Processed Metal Products	(23.5)%	0.0%	(1.5)%	(25.0)%
Consolidated	(8.3)%	(12.4)%	(0.4)%	(21.1)%

GIBRALTAR INDUSTRIES, INC.
Non-GAAP Reconciliation
Three Months Ended March 31, 2008
(unaudited)
(in thousands)

	Non-GAAP Item Reported	Exit Activity Costs	As Reported In GAAP Statements
Income (loss) from operations			
Building Products	$ 21,565	$ (765)	$ 20,800
Processed Metal Products	3,480	(1,333)	2,147
Corporate	(5,919)	—	(5,919)
Total income (loss) from operations	19,126	(2,098)	9,119
Interest expense	8,062	—	8,062
Equity in partnerships' income and other income	(153)	—	(153)
Income (loss) before income taxes	11,217	(2,098)	9,119
Provision for (benefit of) income taxes	3,807	(712)	3,095
Loss from continuing operations	$ 7,410	$ (1,386)	$ 6,024
Loss from continuing operations per share — diluted	$ 0.25	$ (0.05)	$ 0.20
Operating margin			
Building Products	9.4%	(0.3)%	9.1%
Processed Metal Products	5.4%	(2.1)%	3.3%
Consolidated	6.5%	(0.7)%	5.8%