

**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 5, 2022 (May 4, 2022)

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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.01 par value per share	ROCK	NASDAQ Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.07 Submission of Matters to a Vote of Security Holders

Gibraltar Industries, Inc. (the "Company") held its 2022 Annual Meeting of Stockholders on May 4, 2022 in a virtual meeting format. Stockholders representing 30,911,309 shares, or 94.26%, of the common shares outstanding as of the March 22, 2022 record date were present or represented by proxy at the meeting. The items listed below were submitted to a vote of the stockholders at the 2022 Annual Meeting. The proposals are described in the Company's Definitive Proxy Statement for the 2022 Annual Meeting filed April 1, 2022. Final voting results are shown below.

Proposal 1 - Election of Directors

In order to be elected, each nominee for election as a director requires the affirmative vote of a majority of the votes cast with respect to the director at the 2022 Annual Meeting. Eight directors were elected to hold office for a one-year term expiring in 2023 or until a successor has been duly elected and qualified, or until such director's earlier resignation, retirement or other termination of service. The following summarizes the votes received for each nominee for director.

Director	Votes Cast For	Votes Cast Against	Abstain	Broker Non-Votes
Mark G. Barberio	29,129,586	573,291	5,513	1,202,919
William T. Bosway	28,732,028	840,018	136,344	1,202,919
Craig A. Hindman	29,349,465	353,464	5,461	1,202,919
Gwendolyn G. Mizell	29,360,782	340,984	6,624	1,202,919
Linda K. Myers	29,138,172	564,952	5,266	1,202,919
James B. Nish	29,631,440	70,323	6,627	1,202,919
Atlee Valentine Pope	29,356,532	345,461	6,397	1,202,919
Manish H. Shah	29,635,535	66,253	6,602	1,202,919

Proposal 2 - Advisory Vote on Executive Compensation ("Say-on-Pay")

The stockholders approved of the Company's executive officer compensation in the advisory Say-on-Pay vote. The following summarizes the voting results for the advisory "Say-on-Pay" vote:

Votes Cast For	Votes Cast Against	Abstain	Broker Non-Votes
28,556,785	1,140,449	11,156	1,202,919

Proposal 3 - Approval of the Gibraltar Industries, Inc. Amended and Restated 2016 Stock Plan for Non-Employee Directors

The Gibraltar Industries, Inc. Amended and Restated 2016 Stock Plan for Non-Employee Directors was approved, based upon the following votes:

Votes Cast For	Votes Cast Against	Abstain	Broker Non-Votes
29,582,935	120,397	5,058	1,202,919

Proposal 4 - Ratification of Selection of Independent Registered Public Accounting Firm

The selection of Ernst & Young LLP as the Company's Independent Registered Public Accounting Firm for the year ending December 31, 2022 was ratified, based upon the following votes:

Votes Cast For	Votes Cast Against	Abstain
30,734,962	169,279	7,068

Item 8.01 Other Events

On March 17, 2022, the Board of Directors and Compensation and Human Capital Committee of the Company approved the Gibraltar Industries, Inc. Amended and Restated 2016 Stock Plan for Non-Employee Directors (the "Amended Plan"), subject to approval of the Amended Plan by the Company's stockholders.

On May 4, 2022, the stockholders of the Company approved the Amended Plan. The Amended Plan increases the total number of shares of the Company's common stock authorized for issuance from 100,000 to 200,000 and makes other specified revisions. A description of the terms of the Amended Plan is included in the Definitive Proxy Statement for the 2022 Annual Meeting filed April 1, 2022. The description of the Amended Plan is qualified in its entirety by reference to the terms and conditions of the Amended Plan, a copy of which is filed as Exhibit 10.1 and incorporated herein by reference. The form of the award agreement for stock awards to non-employee directors of the Company under the Amended Plan is filed as Exhibit 10.2 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(a)-(c) Not Applicable

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Gibraltar Industries, Inc. Amended and Restated 2016 Stock Plan for Non-Employee Directors
10.2	Form of award for Gibraltar Industries, Inc. Amended and Restated 2016 Stock Plan for Non-Employee Directors Award Agreement
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

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 5, 2022

By: /s/ Jeffrey J. Watorek
Jeffrey J. Watorek
Vice President and Treasurer

GIBRALTAR INDUSTRIES, INC.**AMENDED AND RESTATED 2016 STOCK PLAN FOR NON-EMPLOYEE DIRECTORS****(AS PROPOSED TO BE EFFECTIVE AS OF MAY 4, 2022)**

The Board of Directors of Gibraltar Industries, Inc., a Delaware corporation with offices at 3556 Lake Shore Road, Buffalo, New York (the “Company”) has determined that the Board and the Compensation and Human Capital Committee of the Board (the “Committee”) should have the flexibility to issue shares of the Company’s common stock, par value \$0.01 per share (“Common Stock”), to non-employee members of the Company’s Board of Directors, which shares of Common Stock are fully vested when issued. Upon recommendation of the Committee, the Board has authorized the amendment and restatement of the Gibraltar Industries, Inc. 2016 Stock Plan For Non-Employee Directors (hereinafter the “Plan”) to create a vehicle through which grants of the Company’s Common Stock may be made to non-employee members of the Board of Directors.

NOW, THEREFORE, in connection with the foregoing and subject to the approval of the stockholders of the Company, the Company hereby adopts this document as an amendment to and restatement of the Plan:

ARTICLE 1.
DEFINITIONS

The following words and phrases, when used in this Plan, shall have the following meanings, unless a different meaning is plainly required by the context:

1.01 Annual Share Award Value means the dollar amount which is, from time to time, established by the Committee as the Fair Market Value of the annual Awards to be granted to non-employee Directors as equity-based compensation for their service as a member of the Board.

1.02 Award means a grant of shares of the Company’s Common Stock to any non-employee Director, which grant of shares follows a determination by the Committee that the individual to whom such grant is to be made should receive a grant of shares of the Company’s Common Stock and a further determination by the Committee as to the number of which shares of Common Stock which are to be contained in any such grant and the date on which any such shares of Common Stock are issued to such non-employee member of the Board.

1.03 Board or Board of Directors means the Board of Directors of the Company.

1.04 Code and Internal Revenue Code mean the Internal Revenue Code of 1986, as amended.

1.05 Committee means the Compensation and Human Capital Committee of the Board of Directors.

1.06 Common Stock means the common stock, par value \$0.01 per share, of the Company.

1.07 Company means Gibraltar Industries, Inc., a Delaware corporation.

1.08 Covered Individual means any current or former member of the Committee, any current or former officer or director of the Company and any employee or other individual designated by the Committee to assist it in the administration of this Plan as provided for by Section 4.02.

1.09 Director means each natural person who has been appointed or elected as a member of the Board of Directors and has not experienced a termination or cessation of his or her service as a member of the Board for any reason.

1.10 Fair Market Value means, for purposes of determining the number of shares of Common Stock to be granted to a non-employee Director in connection with any Award, the closing price of a share of Common Stock as reported by the NASDAQ Stock Market on the date as of which the determination of Fair Market Value is to be made or, if no sale of Common Stock shall have been made on the NASDAQ Stock Market on that day, on the immediately preceding day on which there was a sale of Common Stock.

1.11 Plan means the Amended and Restated Gibraltar Industries, Inc. 2016 Stock Plan for Non-Employee Directors as set forth herein and as amended from time to time hereafter.

1.12 Share means a share of Common Stock.

ARTICLE 2.

AWARDS

2.01 Awards. At any time that this Plan is in effect, the Committee may make an Award of Shares to any individual who is then a non-employee Director.

2.02 Grant of Awards; Award Instruments. Subject to the ongoing authority of the Board described in Section 4.01(a), the Committee shall have sole and exclusive authority for determining the identity of any non-employee Director who is to be a recipient of an Award of Shares. Each Award of Shares shall be evidenced by a written instrument in such form as the Committee shall prescribe, setting forth the terms and conditions of such Award.

2.03 Deferral Option. Each non-employee Director shall have the right to defer his or her receipt of the Shares which he or she may be awarded under the Plan pursuant to terms of the Gibraltar Industries, Inc. 2016 Non-Employee Director Stock Deferral Plan (the "Deferral Plan") which is, from time to time, in effect, and the terms of this Plan and the Deferral Plan shall comply with the provisions of Section 409A of the Code and the regulations promulgated thereunder.

ARTICLE 3.

SHARES SUBJECT TO THE PLAN

3.01 Shares Available for Awards. Shares distributed in respect of Awards made under the Plan may be authorized but unissued Shares, Shares held in the treasury of the Company or Shares purchased by the Company on the open market at such time or times and in such manner as it may determine. Notwithstanding the foregoing, the total number of Shares which may be

awarded pursuant to this Plan shall not exceed, in the aggregate, 200,000 Shares. For the avoidance of doubt, the aggregate number of Shares available for issuance pursuant to the terms of this Plan shall not be increased without the approval of the stockholders of the Company. In addition, the number of Shares which may be awarded to a non-employee Director during any calendar year shall not, in any case, have a Fair Market Value as of the grant date in excess of Three Hundred Thousand Dollars (\$300,000).

3.02 Certain Adjustments to Shares. In the event of any change in the number of outstanding Shares without receipt of consideration by the Company resulting from any stock dividend, stock split, recapitalization, reorganization, merger, consolidation, split-up, combination or exchange of Shares, or any rights offering to purchase Shares at a price substantially below fair market value, or any similar change affecting the Shares: (a) the maximum aggregate number and kind of Shares specified herein as available for the grant of Awards; and (b) if and to the extent that a non-employee Director has utilized the deferral option provided for under the Deferral Plan, the number of Shares which shall be distributed to the non-employee Director at the time for distribution specified by such non-employee Director in his or her election to defer the receipt of Shares under the Deferral Plan, shall be appropriately adjusted consistent with such change in such manner as the Committee, in its sole discretion, may deem equitable to prevent substantial dilution or enlargement of the Fair Market Value of the Award determined as of the date the change in the number of outstanding Shares of the Company contemplated by this Section 3.02 occurs.

The Committee shall give notice to each non-employee Director who has elected to defer his or her receipt of Shares which would otherwise have been awarded to such non-employee Director of any adjustment made pursuant to this Section 3.02 and, upon such notice, such adjustment shall be effective and binding for all purposes.

3.03 Listing and Qualification of Shares. The Company, in its discretion, may postpone the issuance, delivery, or distribution of Shares with respect to any Award until completion of such stock exchange listing or other qualification of such Shares under any state or federal law, rule or regulation as the Company may consider appropriate, and may require any non-employee Director to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of the Shares in compliance with applicable laws, rules and regulations.

ARTICLE 4. **ADMINISTRATION**

4.01 Administration of the Plan.

- (a) The Board has delegated to the Committee the authority to administer the Plan in accordance with its terms and shall have all powers necessary to carry out the provisions of the Plan. In addition to the responsibilities and powers assigned to the Committee elsewhere in the Plan, the Committee shall have the authority, in its discretion, to establish, from time to time, guidelines or regulations for the administration of the Plan, to interpret the Plan, and to make all determinations it considers necessary or advisable for the administration of the Plan. All decisions, actions or interpretations of the Committee under the Plan shall be final, conclusive and binding upon all parties. The Committee may correct any defect, supply any omission or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the

purposes of this Plan. Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, make Awards or administer the Plan, and the Board will have all of the authority and responsibility granted to the Committee herein.

- (b) No Covered Individual shall be liable for any action or determination made in good faith with respect to the Plan or any Award granted under the Plan. The Company shall, to the maximum extent permitted by applicable law and the Certificate of Incorporation and By-laws of the Company, indemnify and hold each Covered Individual harmless from and against any loss, cost or expense (including reasonable attorney fees) or liability (including any amount paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the Plan or any Award granted pursuant to the Plan. Such indemnification shall be in addition to any rights of indemnification such individuals may have under applicable law or under the Certificate of Incorporation and By-laws of the Company.

4.02 Allocation and Delegation of Responsibilities. In addition to the responsibilities and powers assigned to the Committee elsewhere in the Plan, the Board and the Committee may allocate among themselves and/or delegate to employees of the Company or other persons or parties any ministerial, clerical and recordkeeping responsibilities of the Committee relating to administration of the Plan. The Board and the Committee shall also have the authority to employ such legal counsel, consultants and agents as it may deem desirable for the administration of the Plan and may rely upon any advice and any computation received from any such counsel, consultant or agent. The Company shall pay all expenses and costs incurred by the Board and the Committee for the engagement of any such counsel, consultant or agent.

ARTICLE 5. **MISCELLANEOUS**

5.01 No Rights Created by Plan. Neither the establishment of the Plan nor any modification or termination hereof, nor the issuance of any Shares hereunder shall be construed as giving any non-employee Director any legal or equitable right against the Company. In addition, under no circumstances shall the issuance of Shares to a current non-employee Director constitute an agreement by the Company, the Board of Directors or the stockholders of the Company to continue to nominate and elect the non-employee Director as a member of the Board.

5.02 Taxes. Each non-employee Director shall be solely responsible for payment of any and all federal, state and local taxes required by law to be paid with respect to the receipt of any Shares issuable to such non-employee Director pursuant to this Plan. The Board and the Committee shall not grant and shall not have the authority to grant any Shares to any non-employee Director, whether a new Award or as an Award granted in exchange for a prior Award made hereunder if, under the terms of any such Award, the non-employee Director to whom the Award is made would be entitled to receive a "gross up" of any income or other taxes which may be payable by such individual with respect to such Award.

5.03 Expiration, Amendment or Termination. The Plan shall expire and automatically terminate effective as of the tenth anniversary of the effective date of this amendment and restatement of the Plan, and no Awards may be granted hereunder after such date. The Board or

the Committee may, with prospective or retroactive effect, amend, suspend or terminate the Plan or any portion thereof at any time; provided, however, that no amendment which constitutes a “material amendment” of the Plan, as the term material amendment is defined in the applicable NASDAQ rules, shall be effective unless approved by the stockholders of the Company in the manner required by such rules and by applicable law.

5.04 Successors. The obligations of the Company under the Plan shall be binding upon any successor Company or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor Company or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provision for the preservation of the rights of non-employee Directors under the Plan in any agreement or plan which it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

5.05 Binding Effect. The provisions of the Plan shall be binding upon each non-employee Director, his or her successors and permitted transferees.

5.06 Headings No Part of Plan. Heading of sections and subsections of this Plan are inserted for convenience of reference only. They constitute no part of this Plan are not to be construed in the construction hereof.

5.07 Governing Law. The Plan shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of law principles.

5.08 Effective Date. The Plan was originally effective as of May 6, 2016. This amendment and restatement of the Plan was approved by the Board and the Committee on March __, 2022 and, subject to approval by the stockholders of the Company, shall be effective upon execution by an authorized officer of the Company. In the event that this amendment and restatement of the Plan is not approved by the stockholders of the Company, this amendment and restatement of the Plan shall not become effective.

(signature page to follow)

IN WITNESS WHEREOF, Gibraltar Industries, Inc. has caused this amendment and restatement of the Plan to be executed as of the ____ day of _____, 2022.

GIBRALTAR INDUSTRIES, INC.

By:

Its:

GIBRALTAR INDUSTRIES, INC.
 AMENDED AND RESTATED 2016 STOCK PLAN FOR NON-EMPLOYEE DIRECTORS
AWARD AGREEMENT

Participant: []
Grant Date: [], [20]
Number of Shares Awarded: []

1. **Grant of Award.** Under the terms of the Amended and Restated Gibraltar Industries, Inc. 2016 Stock Plan for Non-Employee Directors (the “Plan”), the Compensation and Human Capital Committee (the “Committee”) of the Board of Directors of Gibraltar Industries, Inc. (the “Company”) is authorized to grant equity-based compensation awards to non-employee Directors of the Company. The Committee has approved the issuance of this Award Agreement, which hereby grants to the Participant the number of Shares set forth above as of the Grant Date set forth above (this “Award”). Capitalized terms in this Award Agreement will have the meaning specified in the Plan, unless a different meaning is specified herein.
2. **Vesting.** The Participant’s Award shall be 100% vested upon the Grant Date and was granted in consideration of Participant’s past and/or expected future service on the Board of Directors of the Company.
3. **Deferral of Award.** The Participant may have elected to defer the receipt of his or her Shares under this Award pursuant to the terms of the Gibraltar Industries, Inc. 2016 Non-Employee Director Stock Deferral Plan (the “Deferral Plan”) to be received in one (1), five (5), or ten (10) annual installments. The Participant may obtain a copy of the signed deferral form as required under the Deferral Plan by contacting Luke Alberts at lalberts@gibraltar1.com.
4. **Acknowledgement of Plan Terms.** The terms, conditions, and restrictions applicable to the Award are as specified in this Award Agreement and the Plan. In the event of a conflict between the Plan and this Award Agreement, the Plan will control. This Award Agreement, together with the Plan, contains all of the terms and conditions of the Award and the rights of the Participant with respect to such Award. By accepting this Award, Participant acknowledges having received and read this Award Agreement and the Plan and agrees to the terms and conditions set forth therein. Participant consents to receive Plan documents by electronic delivery and to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.
5. **Taxes.** Participant will be responsible for any taxes due with respect to the Award pursuant to federal, state, or local tax laws.
6. **Entire Agreement/Amendment.** The terms, conditions and restrictions set forth in the Plan and this Award Agreement constitute the entire understanding between the parties hereto regarding the Award granted hereunder and supersede all previous written, oral, or implied understandings between the parties hereto about the subject matter hereof. This

Award Agreement may be amended by a subsequent signed writing agreed to between the Company and the Participant.

7. **Other Documents.** Participant acknowledges receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act of 1933, as amended, which includes the Plan prospectus. In addition, Participant acknowledges receipt of the Company's Insider Trading Policy.
8. **Governing Law.** This Award Agreement shall be governed by the law of the State of New York without reference to its conflicts of law principles.

(signature page to follow)

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

Gibraltar Industries, Inc.

Participant

By: _____
Its: _____
Date: _____

Date: _____
