
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

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

(Date of earliest event reported) April 29, 2014

QUANEX BUILDING PRODUCTS CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-33913
(Commission
File Number)

26-1561397
(IRS Employer
Identification No.)

1800 West Loop South, Suite 1500,
Houston, Texas
(Address of principal executive offices)

77027
(Zip Code)

Registrant's telephone number, including area code: 713-961-4600

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(b) 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))
-
-

Item 1.01. Entry into a Material Definitive Agreement.

Amendment and Adoption of Form Award Agreements under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended

In February 2014, the stockholders of Quanex Building Products Corporation (the “*Company*”) approved the adoption of an amendment and restatement of the Company’s 2008 Omnibus Incentive Plan (as approved, the “*Restated 2008 Plan*”). The Restated 2008 Plan provides those persons who have substantial responsibility for the management and growth of the Company and its affiliates with additional performance incentives and an opportunity to obtain or increase their proprietary interest in the Company, thereby encouraging them to continue in their employment or affiliation with the Company or its affiliates. The Restated 2008 Plan provides for the granting of stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, performance units, annual incentive awards, other stock-based awards and cash-based awards.

For more information related to the contents of the Restated 2008 Plan and the changes approved as part of the amendment and restatement, please see the description of the Restated 2008 Plan under Proposal No. 3 included in the Company’s Definitive Proxy Statement relating to its 2014 Annual Meeting of Stockholders, as filed with the Securities and Exchange Commission on January 24, 2014 (the “*Proxy Statement*”), which description of the Restated 2008 Plan is incorporated herein by reference. For the full text of the Restated 2008 Plan, please see Annex A to the Proxy Statement, which is also incorporated herein by reference.

Effective April 29, 2014, the Company has adopted 26 forms of award agreement to be used in connection with the various awards that may be granted to employees, Section 16 officers, key leaders, and non-employee directors of the Company. From time to time in the future, and pursuant to the terms and conditions of these forms of award agreement and the Restated 2008 Plan, the Company’s Board of Directors may grant stock options, restricted stock, restricted stock units, performance shares, performance units, stock appreciation rights, other stock based awards and annual incentive awards.

In reviewing certain of the form agreements attached as Exhibits to this Form 8-K, it is first helpful to explain the drafting convention that has been followed in creating some forms. Many of the award types covered by these forms allow for flexibility in choosing whether the award is (a) settled in cash or settled in stock, and (b) subject to cliff vesting, graded vesting or immediate vesting. To reflect these different choices, brackets and different fonts have been used in certain forms to reflect the language that will be included for a particular “type” of award. As an example, it may be helpful to examine the form of Restricted Stock Unit Agreement for Employees, attached as Exhibit 10.9. This award allows for discretion in deciding whether a particular restricted stock unit is to be settled in stock or cash. As the legend at the bottom of the first page indicates, any language that relates to stock settlement is bracketed in [underlined text]. Any language relating to cash settlement, on the other hand, is bracketed in [**bold text**]. Thus, in order to use this form to create a Restricted Stock Unit Agreement that is settled in cash, the Board would simply delete any language that appears in [underlined text], and keep all language that appears in [**bold text**]. A similar convention is used where necessary for those awards that allow for graded vesting, cliff vesting, and immediate vesting.

The various forms of award agreement approved by the Company are attached to this current report on Form 8-K as Exhibits 10.1 through 10.26.

Item 9.01. Financial Statements and Exhibits.

- (a) Financial Statements of businesses acquired.
Not applicable
- (b) Pro forma financial information.

Not applicable

(c) Exhibits.

- 10.1 Form of Stock Option Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.2 Form of Stock Option Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.3 Form of Stock Option Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.4 Form of Stock Option Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.5 Form of Restricted Stock Award Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.6 Form of Restricted Stock Award Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.7 Form of Restricted Stock Award Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.8 Form of Restricted Stock Award Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.9 Form of Restricted Stock Unit Award Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.10 Form of Restricted Stock Unit Award Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.11 Form of Restricted Stock Unit Award Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.12 Form of Restricted Stock Unit Award Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.13 Form of Performance Share Award Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.14 Form of Performance Share Award Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended

- 10.15 Form of Performance Share Award Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.16 Form of Performance Share Award Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.17 Form of Performance Unit Award Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.18 Form of Performance Unit Award Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.19 Form of Performance Unit Award Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.20 Form of Performance Unit Award Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.21 Form of Stock Appreciation Right Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.22 Form of Stock Appreciation Right Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.23 Form of Stock Appreciation Right Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.24 Form of Stock Appreciation Right Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.25 Form of Other Stock Based Award Agreement under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.26 Form of Annual Incentive Award Agreement under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

April 29, 2014

(Date)

QUANEX BUILDING PRODUCTS CORPORATION

(Registrant)

/s/ KEVIN P. DELANEY

Kevin P. Delaney

Senior Vice President – General Counsel and Secretary

Exhibit Index

- 10.1 Form of Stock Option Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.2 Form of Stock Option Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.3 Form of Stock Option Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.4 Form of Stock Option Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.5 Form of Restricted Stock Award Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.6 Form of Restricted Stock Award Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.7 Form of Restricted Stock Award Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.8 Form of Restricted Stock Award Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.9 Form of Restricted Stock Unit Award Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.10 Form of Restricted Stock Unit Award Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.11 Form of Restricted Stock Unit Award Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.12 Form of Restricted Stock Unit Award Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.13 Form of Performance Share Award Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.14 Form of Performance Share Award Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.15 Form of Performance Share Award Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.16 Form of Performance Share Award Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.17 Form of Performance Unit Award Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended

- 10.18 Form of Performance Unit Award Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.19 Form of Performance Unit Award Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.20 Form of Performance Unit Award Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.21 Form of Stock Appreciation Right Agreement for Employees under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.22 Form of Stock Appreciation Right Agreement for Section 16 Officers under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.23 Form of Stock Appreciation Right Agreement for Key Leaders under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.24 Form of Stock Appreciation Right Agreement for Non-Employee Directors under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.25 Form of Other Stock Based Award Agreement under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended
- 10.26 Form of Annual Incentive Award Agreement under the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended

QUANEX BUILDING PRODUCTS CORPORATION

EMPLOYEE
STOCK OPTION AGREEMENT[GRANTEE NAME]
Grantee

Date of Grant: << >>

Total Number of Shares: << >>

Exercise Price per Share: <<\$ >>

Expiration Date: << >>

General Vesting Schedule: [100% exercisable on Date of Grant.]

[% exercisable on . 0% exercisable prior to .]

[years, with vesting in installments of % on the anniversary date of the Date of Grant in each of the years.]

GRANT OF OPTION

- GRANT OF OPTION.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a nonqualified stock option (the “*Option*”) to purchase the total number of shares (“*Shares*”) set forth above of the Company’s common stock, \$0.01 par value per Share, at the exercise price set forth above for each Share subject to the Option, subject to adjustment as provided in the Plan. Subject to Section 2 below, the Option is exercisable in accordance with the General Vesting Schedule set forth above with the exercise price payable at the time of exercise. To the extent not exercised, any installments shall be cumulative and may be exercised in whole or in part until the Option terminates. Notwithstanding anything to the contrary herein, the Option may not be exercised after the earlier of the Expiration Date set forth above or as extended pursuant to Section 3 hereof (the “*Expiration Date*”) or the applicable date following your termination of employment specified in Section 2 of this Stock Option Agreement (this “*Agreement*”).
- TERMINATION OF EMPLOYMENT.** The following provisions will apply in the event your employment with the Company and all Affiliates of the Company (collectively, the “*Company Group*”) terminates before the Expiration Date:
 - Termination Generally.** Except as otherwise expressly provided to the contrary in this Section 2, if your employment with the Company Group terminates for any reason, (a) all of your rights in the Option shall terminate and become null and void on the earlier of the Expiration Date or 90 days after the date your employment with the Company Group terminates and (b) the Option shall not continue to vest after such termination of employment.

Employee

2.2 **Retirement or Disability.** If your employment with the Company Group terminates due to your Retirement or Disability, then the Option shall continue to vest after such termination of employment until the earlier of the Expiration Date or three years after the date your employment with the Company Group terminates as a result of Retirement or Disability. For purposes of this Section 2.2, the term “*Retirement*” means the voluntary termination of your employment relationship with the Company Group on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

2.3 **Death.** If your employment with the Company Group terminates due to your death, then the Option shall continue to vest after such termination of employment until the earlier of the Expiration Date or three years after the date of your death. After your death, your executors, administrators or any person or persons to whom the Option may be transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the termination of the Option to exercise the Option.

3. **EXTENSION OF EXPIRATION DATE IN CERTAIN CIRCUMSTANCES.** If on the last business day prior to the Expiration Date (a) the exercise of the Option is prohibited by applicable law or (b) you are prohibited from trading any Shares as the result of a Company policy or a “lock-up” agreement between you and the Company, the Expiration Date shall be extended until the date that is thirty (30) days following the end of the prohibition instituted by such law, Company policy, or lock-up agreement. In such event, the term “Expiration Date” as used in this Agreement shall refer to such extended date.
4. **AUTOMATIC EXERCISE IN CERTAIN CIRCUMSTANCES.** If on the Expiration Date (as may be extended pursuant to Section 3), (a) the fair market value of one share of Stock exceeds the Exercise Price, and (b) you have not exercised the Option, and (c) the Option has not otherwise expired or terminated; then you shall be deemed to have exercised the Option as of the Expiration Date, with payment made by withholding Shares otherwise issuable in connection with the exercise of the Option. In such event, the Company will deliver to you the number of shares for which the Option was deemed exercised, less the number of shares required to be withheld for the payment of the total purchase price and required withholding taxes; *provided, however*, that any fractional shares shall be settled in cash.
5. **CASHLESS EXERCISE.** Cashless exercise, in accordance with the terms of the Plan, shall be available to you for the Shares subject to the Option.
6. **TAX WITHHOLDING.** To the extent that the receipt of the Option or this Agreement, the vesting of the Option or the exercise of the Option results in income to you for federal, state or local income, employment or other tax purposes with respect to which the Company Group has a withholding obligation, you shall deliver to the Company at the time of such receipt, vesting or exercise, as the case may be, such amount of money as the Company Group may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company Group is authorized to withhold from the Shares subject to the Option or from any cash or stock remuneration then or thereafter payable to you any tax required to be withheld by reason of such taxable income, sufficient to satisfy the withholding obligation based on the last per share sales price of the common stock of the Company for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.

Employee

7. **NONTRANSFERABILITY.** Except as specified in this Agreement, the Option and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution, and shall be exercisable during your lifetime only by you. You may transfer the Option to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, “immediate family” means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.
- The terms applicable to the assigned option(s) shall be the same as those in effect for the Option immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of the Option under the Plan, and the Option shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding the Option. Such beneficiary or beneficiaries shall take the transferred option(s) subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding options under the Plan shall not be assignable or transferable.
- None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the Option. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.
8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Option shall not affect in any way the right or power of the Company or any company the stock of which is issued pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **EMPLOYMENT RELATIONSHIP.** For purposes of this Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee’s determination shall be final and binding on all persons.
10. **NO RIGHTS AS A STOCKHOLDER.** You shall not have any rights as a stockholder of the Company with respect to any Shares covered by the Option until the date of the issuance of such Shares following exercise of the Option pursuant to this Agreement and payment for the Shares.
11. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between the Grantee and the Company or any of its Affiliates or guarantee the right to remain employed by the Company or any of its Affiliates for any specified term.
12. **SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
13. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.

Employee

14. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
15. **LIMIT OF LIABILITY.** Under no circumstances will the Company Group be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
16. **MISCELLANEOUS.** This Agreement and the Option are awarded pursuant to and are subject to all of the provisions of the Plan, which are incorporated by reference herein, including all amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company’s successors and assigns.

By your acceptance of the Option, you agree that the Option is granted under, governed by and subject to the terms of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Employee

QUANEX BUILDING PRODUCTS CORPORATION

SECTION 16 OFFICER
STOCK OPTION AGREEMENT

[GRANTEE NAME]

Grantee

Date of Grant: << >>

Total Number of Shares: << >>

Exercise Price per Share: <<\$ >>

Expiration Date: << >>

General Vesting Schedule: [100% exercisable on Date of Grant.]
[% exercisable on . 0% exercisable prior to .]
[years, with vesting in installments of % on the anniversary date of the Date of Grant
in each of the years.]

GRANT OF OPTION

1. **GRANT OF OPTION.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a nonqualified stock option (the “*Option*”) to purchase the total number of shares (“*Shares*”) set forth above of the Company’s common stock, \$0.01 par value per Share, at the exercise price set forth above for each Share subject to the Option, subject to adjustment as provided in the Plan. Subject to Section 2 below, the Option is exercisable in accordance with the General Vesting Schedule set forth above with the exercise price payable at the time of exercise. To the extent not exercised, any installments shall be cumulative and may be exercised in whole or in part until the Option terminates. Notwithstanding anything to the contrary herein, the Option may not be exercised after the earlier of the Expiration Date set forth above or as extended pursuant to Section 3 hereof (the “*Expiration Date*”) or the applicable date following your termination of employment specified in Section 2 of this Stock Option Agreement (this “*Agreement*”).
2. **TERMINATION OF EMPLOYMENT/CHANGE IN CONTROL.** The following provisions will apply in the event your employment with the Company and all Affiliates of the Company (collectively, the “*Company Group*”) terminates or a Change in Control of the Company occurs before the Expiration Date:
 - 2.1 **Termination Generally.** Except as otherwise expressly provided to the contrary in this Section 2, if your employment with the Company Group terminates for any reason, (a) all of your rights in the Option shall terminate and become null and void on the earlier of the Expiration Date or 90 days after the date your employment with the Company Group terminates and (b) the Option shall not continue to vest after such termination of employment.

Section 16 Officer

2.2 Change in Control of the Company. If a Change in Control (as such term is defined in the Change in Control Agreement between you and the Company) of the Company occurs, you are employed by the Company Group as of that date, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then any unvested portion of the Option shall immediately vest and become fully exercisable immediately prior to the occurrence of the Change in Control. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

2.3 Retirement or Disability. If your employment with the Company Group terminates due to your Retirement or Disability, then the Option shall continue to vest after such termination of employment until the earlier of the Expiration Date or three years after the date your employment with the Company Group terminates as a result of Retirement or Disability. For purposes of this Section 2.3, the term “*Retirement*” means the voluntary termination of your employment relationship with the Company Group on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

2.4 Death. If your employment with the Company Group terminates due to your death, then the Option shall continue to vest after such termination of employment until the earlier of the Expiration Date or three years after the date of your death. After your death, your executors, administrators or any person or persons to whom the Option may be transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the termination of the Option to exercise the Option.

- 3. EXTENSION OF EXPIRATION DATE IN CERTAIN CIRCUMSTANCES.** If on the last business day prior to the Expiration Date (a) the exercise of the Option is prohibited by applicable law or (b) you are prohibited from trading any Shares as the result of a Company policy or a “lock-up” agreement between you and the Company, the Expiration Date shall be extended until the date that is thirty (30) days following the end of the prohibition instituted by such law, Company policy, or lock-up agreement. In such event, the term “Expiration Date” as used in this Agreement shall refer to such extended date.
- 4. AUTOMATIC EXERCISE IN CERTAIN CIRCUMSTANCES.** If on the Expiration Date (as may be extended pursuant to Section 3), (a) the fair market value of one share of Stock exceeds the Exercise Price, and (b) you have not exercised the Option, and (c) the Option has not otherwise expired or terminated; then you shall be deemed to have exercised the Option as of the Expiration Date, with payment made by withholding Shares otherwise issuable in connection with the exercise of the Option. In such event, the Company will deliver to you the number of shares for which the Option was deemed exercised, less the number of shares required to be withheld for the payment of the total purchase price and required withholding taxes; *provided, however*, that any fractional shares shall be settled in cash.
- 5. CASHLESS EXERCISE.** Cashless exercise, in accordance with the terms of the Plan, shall be available to you for the Shares subject to the Option.

Section 16 Officer

6. **TAX WITHHOLDING.** To the extent that the receipt of the Option or this Agreement, the vesting of the Option or the exercise of the Option results in income to you for federal, state or local income, employment or other tax purposes with respect to which the Company Group has a withholding obligation, you shall deliver to the Company at the time of such receipt, vesting or exercise, as the case may be, such amount of money as the Company Group may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company Group is authorized to withhold from the Shares subject to the Option or from any cash or stock remuneration then or thereafter payable to you any tax required to be withheld by reason of such taxable income, sufficient to satisfy the withholding obligation based on the last per share sales price of the common stock of the Company for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
7. **NONTRANSFERABILITY.** Except as specified in this Agreement, the Option and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution, and shall be exercisable during your lifetime only by you. You may transfer the Option to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.
- The terms applicable to the assigned option(s) shall be the same as those in effect for the Option immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of the Option under the Plan, and the Option shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding the Option. Such beneficiary or beneficiaries shall take the transferred option(s) subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding options under the Plan shall not be assignable or transferable.
- None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the Option. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.
8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Option shall not affect in any way the right or power of the Company or any company the stock of which is issued pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **EMPLOYMENT RELATIONSHIP.** For purposes of this Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.
10. **NO RIGHTS AS A STOCKHOLDER.** You shall not have any rights as a stockholder of the Company with respect to any Shares covered by the Option until the date of the issuance of such Shares following exercise of the Option pursuant to this Agreement and payment for the Shares.

Section 16 Officer

11. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between Grantee and the Company or any of its Affiliates or guarantee the right to remain employed by the Company or any of its Affiliates for any specified term.
12. **SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
13. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
14. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
15. **LIMIT OF LIABILITY.** Under no circumstances will the Company Group be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
16. **MISCELLANEOUS.** This Agreement and the Option are awarded pursuant to and are subject to all of the provisions of the Plan, which are incorporated by reference herein, including all amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company’s successors and assigns.

By your acceptance of the Option, you agree that the Option is granted under, governed by and subject to the terms of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Section 16 Officer

QUANEX BUILDING PRODUCTS CORPORATION

KEY LEADER
STOCK OPTION AGREEMENT[GRANTEE NAME]
Grantee

Date of Grant: << >>

Total Number of Shares: << >>

Exercise Price per Share: <<\$ >>

Expiration Date: << >>

General Vesting Schedule: [100% exercisable on Date of Grant.]
[% exercisable on . 0% exercisable prior to .]
[years, with vesting in installments of % on the anniversary date of the Date of Grant
in each of the years.]

GRANT OF OPTION

1. **GRANT OF OPTION.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a nonqualified stock option (the “*Option*”) to purchase the total number of shares (“*Shares*”) set forth above of the Company’s common stock, \$0.01 par value per Share, at the exercise price set forth above for each Share subject to the Option, subject to adjustment as provided in the Plan. Subject to Section 2 below, the Option is exercisable in accordance with the General Vesting Schedule set forth above with the exercise price payable at the time of exercise. To the extent not exercised, any installments shall be cumulative and may be exercised in whole or in part until the Option terminates. Notwithstanding anything to the contrary herein, the Option may not be exercised after the earlier of the Expiration Date set forth above or as extended pursuant to Section 3 hereof (the “*Expiration Date*”) or the applicable date following your termination of employment specified in Section 2 of this Stock Option Agreement (this “*Agreement*”).
2. **TERMINATION OF EMPLOYMENT/CHANGE IN CONTROL.** The following provisions will apply in the event your employment with the Company and all Affiliates of the Company (collectively, the “*Company Group*”) terminates or a Change in Control of the Company occurs before the Expiration Date:
 - 2.1 **Termination Generally.** Except as otherwise expressly provided to the contrary in this Section 2, if your employment with the Company Group terminates for any reason, (a) all of your rights in the Option shall terminate and become null and void on the earlier of the Expiration Date or 90 days after the date your employment with the Company Group terminates and (b) the Option shall not continue to vest after such termination of employment.

Key Leader

2.2 **Change in Control of the Company.** If a Change in Control (as such term is defined in the Plan) of the Company occurs, you are employed by the Company Group as of that date, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then any unvested portion of the Option shall immediately vest and become fully exercisable immediately prior to the occurrence of the Change in Control. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

2.3 **Retirement or Disability.** If your employment with the Company Group terminates due to your Retirement or Disability, then the Option shall continue to vest after such termination of employment until the earlier of the Expiration Date or three years after the date your employment with the Company Group terminates as a result of Retirement or Disability. For purposes of this Section 2.3, the term “*Retirement*” means the voluntary termination of your employment relationship with the Company Group on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

2.4 **Death.** If your employment with the Company Group terminates due to your death, then the Option shall continue to vest after such termination of employment until the earlier of the Expiration Date or three years after the date of your death. After your death, your executors, administrators or any person or persons to whom the Option may be transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the termination of the Option to exercise the Option.

3. **EXTENSION OF EXPIRATION DATE IN CERTAIN CIRCUMSTANCES.** If on the last business day prior to the Expiration Date (a) the exercise of the Option is prohibited by applicable law or (b) you are prohibited from trading any Shares as the result of a Company policy or a “lock-up” agreement between you and the Company, the Expiration Date shall be extended until the date that is thirty (30) days following the end of the prohibition instituted by such law, Company policy, or lock-up agreement. In such event, the term “Expiration Date” as used in this Agreement shall refer to such extended date.
4. **AUTOMATIC EXERCISE IN CERTAIN CIRCUMSTANCES.** If on the Expiration Date (as may be extended pursuant to Section 3), (a) the fair market value of one share of Stock exceeds the Exercise Price, and (b) you have not exercised the Option, and (c) the Option has not otherwise expired or terminated; then you shall be deemed to have exercised the Option as of the Expiration Date, with payment made by withholding Shares otherwise issuable in connection with the exercise of the Option. In such event, the Company will deliver to you the number of shares for which the Option was deemed exercised, less the number of shares required to be withheld for the payment of the total purchase price and required withholding taxes; *provided, however*, that any fractional shares shall be settled in cash.
5. **CASHLESS EXERCISE.** Cashless exercise, in accordance with the terms of the Plan, shall be available to you for the Shares subject to the Option.

Key Leader

6. **TAX WITHHOLDING.** To the extent that the receipt of the Option or this Agreement, the vesting of the Option or the exercise of the Option results in income to you for federal, state or local income, employment or other tax purposes with respect to which the Company Group has a withholding obligation, you shall deliver to the Company at the time of such receipt, vesting or exercise, as the case may be, such amount of money as the Company Group may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company Group is authorized to withhold from the Shares subject to the Option or from any cash or stock remuneration then or thereafter payable to you any tax required to be withheld by reason of such taxable income, sufficient to satisfy the withholding obligation based on the last per share sales price of the common stock of the Company for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
7. **NONTRANSFERABILITY.** Except as specified in this Agreement, the Option and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution, and shall be exercisable during your lifetime only by you. You may transfer the Option to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.
- The terms applicable to the assigned option(s) shall be the same as those in effect for the Option immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of the Option under the Plan, and the Option shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding the Option. Such beneficiary or beneficiaries shall take the transferred option(s) subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding options under the Plan shall not be assignable or transferable.
- None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the Option. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.
8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Option shall not affect in any way the right or power of the Company or any company the stock of which is issued pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **EMPLOYMENT RELATIONSHIP.** For purposes of this Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.
10. **NO RIGHTS AS A STOCKHOLDER.** You shall not have any rights as a stockholder of the Company with respect to any Shares covered by the Option until the date of the issuance of such Shares following exercise of the Option pursuant to this Agreement and payment for the Shares.

Key Leader

11. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between the Grantee and the Company or any of its Affiliates or guarantee the right to remain employed by the Company or any of its Affiliates for any specified term.
12. **SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
13. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
14. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
15. **LIMIT OF LIABILITY.** Under no circumstances will the Company Group be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
16. **MISCELLANEOUS.** This Agreement and the Option are awarded pursuant to and are subject to all of the provisions of the Plan, which are incorporated by reference herein, including all amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company’s successors and assigns.

By your acceptance of the Option, you agree that the Option is granted under, governed by and subject to the terms of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Key Leader

QUANEX BUILDING PRODUCTS CORPORATION

DIRECTOR
STOCK OPTION AGREEMENT

[GRANTEE NAME]

Grantee

Date of Grant: << >>

Total Number of Shares: << >>

Exercise Price per Share: <<\$ >>

Expiration Date: << >>

General Vesting Schedule: [100% exercisable on Date of Grant.]
 [% exercisable on . 0% exercisable prior to .]
 [years, with vesting in installments of % on the anniversary date of the Date of Grant in each of the years.]

GRANT OF OPTION

1. **GRANT OF OPTION.** The Board of Directors (the “*Board*”) of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a nonqualified stock option (the “*Option*”) to purchase the total number of shares (“*Shares*”) set forth above of the Company’s common stock, \$0.01 par value per Share, at the exercise price set forth above for each Share subject to the Option, subject to adjustment as provided in the Plan. Subject to Section 2 below, the Option is exercisable in accordance with the General Vesting Schedule set forth above with the exercise price payable at the time of exercise. To the extent not exercised, any installments shall be cumulative and may be exercised in whole or in part until the Option terminates. Notwithstanding anything to the contrary herein, the Option may not be exercised after the earliest of (a) the Expiration Date set forth above or as extended pursuant to Section 3 hereof (the “*Expiration Date*”) or (b) the applicable date following (x) the date on which you cease to be a member of the Board or (y) a Change in Control of the Company, in each case as specified in Section 2 of this Stock Option Agreement (this “*Agreement*”).

Director

2. **TERMINATION OF MEMBERSHIP/CHANGE IN CONTROL.** The following provisions will apply in the event you cease to be a member of the Board, or a Change in Control of the Company occurs, before the Expiration Date:
- 2.1 **Termination Generally.** Except as otherwise expressly provided to the contrary in this Section 2, if you cease to be a member of the Board for any reason, then your rights under the Option (to the extent unvested) shall []¹.
- 2.2 **Change in Control of the Company.** If a Change in Control (as such term is defined in the Plan) of the Company occurs on or before the Expiration Date and on or before the date you cease to be a member of the Board, then your rights under the Option that have not then vested shall vest immediately prior to the occurrence of the Change in Control. All rights in the Option shall terminate and become null and void on the earliest of the Expiration Date or three years after the date of the Change in Control of the Company.
- 2.3 **Retirement or Disability.** If you cease to be a member of the Board due to your Retirement or Disability, then the Option shall continue to vest after such termination of service until the earlier of the Expiration Date or three years after the date you cease to be a member of the Board as a result of Retirement or Disability. For purposes of this Section 2.3, the term “*Retirement*” means your voluntary cessation of your membership as a director with the Board on or after the date you serve six years or two consecutive terms as a director.
- 2.4 **Death.** If you cease to be a member of the Board due to your death, then the Option shall continue to vest after such termination of service until the earlier of the Expiration Date or three years after the date of your death. After your death, your executors, administrators or any person or persons to whom the Option may be transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the termination of the Option to exercise the Option.
3. **EXTENSION OF EXPIRATION DATE IN CERTAIN CIRCUMSTANCES.** If on the last business day prior to the Expiration Date (a) the exercise of the Option is prohibited by applicable law or (b) you are prohibited from trading any Shares as the result of a Company policy or a “lock-up” agreement between you and the Company, the Expiration Date shall be extended until the date that is thirty (30) days following the end of the prohibition instituted by such law, Company policy, or lock-up agreement. In such event, the term “Expiration Date” as used in this Agreement shall refer to such extended date.
4. **AUTOMATIC EXERCISE IN CERTAIN CIRCUMSTANCES.** If on the Expiration Date (as may be extended pursuant to Section 3), (a) the fair market value of one share of Stock exceeds the Exercise Price, and (b) you have not exercised the Option, and (c) the Option has not otherwise expired or terminated; then you shall be deemed to have exercised the Option as of the Expiration Date, with payment made by withholding Shares otherwise issuable in connection with the exercise of the Option. In such event, the Company will deliver to you the number of shares for which the Option was deemed exercised, less the number of shares required to be withheld for the payment of the total purchase price and required withholding taxes; *provided, however*, that any fractional shares shall be settled in cash.

¹ Treatment of unvested Options in connection with a director’s cessation of service for reasons other than death, disability, or retirement, will be determined by the Board in its discretion on an award-by-award basis. In such an event, unvested Options will be either forfeited in their entirety, vested in their entirety, or vested on a pro rata basis according to the number of days served by the director during the vesting period.

Director

5. **CASHLESS EXERCISE.** Cashless exercise, in accordance with the terms of the Plan, shall be available to you for the Shares subject to the Option.
6. **NONTRANSFERABILITY.** Except as specified in this Agreement, the Option and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution, and shall be exercisable during your lifetime only by you. You may transfer the Option to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

The terms applicable to the assigned option(s) shall be the same as those in effect for the Option immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of the Option under the Plan, and the Option shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding the Option. Such beneficiary or beneficiaries shall take the transferred option(s) subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding options under the Plan shall not be assignable or transferable.

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the Option. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.
7. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Option shall not affect in any way the right or power of the Company or any company the stock of which is issued pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
8. **NO RIGHTS AS A STOCKHOLDER.** You shall not have any rights as a stockholder of the Company with respect to any Shares covered by the Option until the date of the issuance of such Shares following exercise of the Option pursuant to this Agreement and payment for the Shares.
9. **NOT A SERVICE OR EMPLOYMENT AGREEMENT.** This Agreement is not a service or employment agreement, and no provision of this Agreement shall be construed or interpreted to create a service or employment relationship between the Grantee and the Company or any of its Affiliates or guarantee the right to remain as a director of or employed by the Company or any of its Affiliates for any specified term.
10. **SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
11. **LIMIT OF LIABILITY.** Under no circumstances will the Company be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.

Director

12. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
13. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
14. **MISCELLANEOUS.** This Agreement and the Option are awarded pursuant to and are subject to all of the provisions of the Plan, which are incorporated by reference herein, including all amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company’s successors and assigns.

By your acceptance of the Option, you agree that the Option is granted under, governed by and subject to the terms of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Director

QUANEX BUILDING PRODUCTS CORPORATION

EMPLOYEE
RESTRICTED STOCK AWARD AGREEMENT

[GRANTEE NAME]

Grantee

Date of Award: []

Number of Shares: []

General Vesting Schedule/Restricted Period: [% exercisable on . 0% exercisable prior to .]

[years, with vesting in installments of % on the anniversary date of the Date of Award in each of the years.]

AWARD OF RESTRICTED STOCK

1. **GRANT OF RESTRICTED STOCK AWARD.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above (the “*Date of Award*”), that number of shares (the “*Shares*”) of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”), set forth above as restricted stock (the “*Restricted Stock*”) on the following terms and conditions:

During the Restricted Period, the Shares of Restricted Stock will be evidenced by entries in the stock register of the Company reflecting that such Shares of Restricted Stock have been issued in your name. For purposes of this Agreement, the term “*Restricted Period*” means the period designated above by the Committee during which the Restricted Stock may not be sold, assigned, transferred, pledged, or otherwise encumbered.

The Shares that are awarded hereby to you as Restricted Stock shall be subject to the prohibitions and restrictions set forth herein with respect to the sale or other disposition of such Shares and the obligation to forfeit and surrender such Shares to the Company under the circumstances set forth herein (the “*Forfeiture Restrictions*”). The Restricted Period and all Forfeiture Restrictions on the Restricted Stock covered hereby shall lapse as to those Shares when the Shares become vested and you meet all other terms and conditions of this Restricted Stock Award Agreement awarded to you (this “*Agreement*”).

2. **TERMINATION OF EMPLOYMENT.** The following provisions will apply in the event your employment with the Company and all Affiliates (collectively, the “*Company Group*”) terminates, or a Change in Control of the Company occurs, before the end of the Restricted Period under this Agreement:

2.1 **Termination Generally.** Except as otherwise expressly provided to the contrary in this Section 2, if your employment with the Company Group terminates for any reason, the number of Shares of Restricted Stock then subject to Forfeiture Restrictions shall be forfeited to the Company without consideration on the date your employment terminates.

Employee

2.2 **Disability.** If your employment with the Company Group terminates due to your Disability, then any remaining Forfeiture Restrictions shall lapse and your Award (to the extent unvested) shall vest, in each case, on the date of such termination of employment and on a prorated basis with respect to the number of Shares determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your Disability by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.3 **Death.** If your employment with the Company Group terminates due to your death, then any remaining Forfeiture Restrictions shall lapse and your Award (to the extent unvested) shall vest, in each case, on the date of such termination of employment and on a prorated basis with respect to the number of Shares determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your death by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

3. **TAX WITHHOLDING.** To the extent that the receipt of the Shares of Restricted Stock or the lapse of any Forfeiture Restrictions results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company has a withholding obligation, you shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company is authorized to withhold from the Shares awarded hereby or from any cash or stock remuneration or other payment then or thereafter payable to you any tax required to be withheld by reason of such taxable income, wages or compensation sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.

4. **NONTRANSFERABILITY.** Notwithstanding anything in this Agreement to the contrary and except as specified below, the Shares of Restricted Stock awarded to you under this Agreement shall not be transferable or assignable by you other than by will or the laws of descent and distribution to the extent then subject to Forfeiture Restrictions. You may transfer the Shares to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

The terms applicable to the assigned Shares shall be the same as those in effect for the Shares immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of your Shares of Restricted Stock under the Plan, and those Shares shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding those Shares. Such beneficiary or beneficiaries shall take the transferred Shares of Restricted Stock subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding Shares of Restricted Stock under the Plan shall not be assignable or transferable to the extent then subject to Forfeiture Restrictions.

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the Shares of Restricted Stock. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

Employee

Further, the Shares awarded hereby that are no longer subject to Forfeiture Restrictions may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares. Upon the lapse of the Forfeiture Restrictions with respect to Shares awarded hereby such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

5. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Shares of Restricted Stock shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
6. **RIGHTS REGARDING DISTRIBUTIONS MADE BY THE COMPANY DURING THE RESTRICTED PERIOD.** During the Restricted Period, (a) any securities of the Company distributed by the Company in respect of the Shares of Restricted Stock will be evidenced by entries in the appropriate securities register of the Company reflecting that such securities of the Company, if any, have been issued in your name (the "*Retained Company Securities*") and (b) any securities of any company other than the Company or any other property (other than regular cash dividends) distributed by the Company in respect of the Shares of Restricted Stock will be evidenced in your name by such certificates or in such other manner as the Company determines (the "*Retained Other Securities and Property*") and may bear a restrictive legend to the effect that ownership of such Retained Other Securities and Property and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms, and conditions provided in the Plan and this Agreement. The Retained Company Securities and the Retained Other Securities and Property (collectively, the "*Retained Distributions*") shall be subject to the same restrictions, terms and conditions as are applicable to the Shares of Restricted Stock.
7. **RIGHTS WITH RESPECT TO SHARES OF RESTRICTED STOCK AND RETAINED DISTRIBUTIONS DURING RESTRICTED PERIOD.** You shall have the right to vote the Shares of Restricted Stock awarded to you and to receive and retain all regular cash dividends (which will be paid currently and in no case later than the end of the calendar year in which the dividends are paid to the holders of the Common Stock or, if later, the 15th day of the third month following the date the dividends are paid to the holders of the Common Stock), and to exercise all other rights, powers and privileges of a holder of the Common Stock, with respect to such Shares of Restricted Stock, with the exception that (a) you shall not be entitled to have custody of such Shares of Restricted Stock until the Forfeiture Restrictions applicable thereto shall have lapsed, (b) the Company shall retain custody of all Retained Distributions made or declared with respect to the Shares of Restricted Stock until such time, if ever, as the Forfeiture Restrictions applicable to the Shares of Restricted Stock with respect to which such Retained Distributions shall have been made, paid, or declared shall have lapsed, and such Retained Distributions shall not bear interest or be segregated in separate accounts and (c) you may not sell, assign, transfer, pledge, exchange, encumber, or dispose of the Shares of Restricted Stock or any Retained Distributions during the Restricted Period. During the Restricted Period, the Company may, in its sole discretion, issue certificates for some or all of the Shares of Restricted Stock, in which case all such certificates shall be delivered to the Corporate Secretary of the Company or to such other depository as may be designated by the Committee as a depository for safekeeping until the forfeiture of such Shares of Restricted Stock occurs or the Forfeiture Restrictions lapse. When requested by the Company, you shall execute such stock powers or other instruments of assignment as the Company requests relating to transfer to the Company of all or any portion of such Shares of Restricted Stock and any Retained Distributions that are forfeited in accordance with the Plan and this Agreement.

Employee

8. **EMPLOYMENT RELATIONSHIP.** For purposes of this Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.
9. **SECTION 83(B) ELECTION.** You may exercise the election permitted under Section 83(b) of the Code with respect to the Shares of Restricted Stock, provided that you provide prompt notice of such election to the Chief Financial Officer or General Counsel of the Company.
10. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
11. **SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
12. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
13. **LIMIT OF LIABILITY.** Under no circumstances will the Company or any Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
14. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term "you" and "your" refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company's successors and assigns.

In accepting the award of Shares of Restricted Stock set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Employee

QUANEX BUILDING PRODUCTS CORPORATION

SECTION 16 OFFICER
RESTRICTED STOCK AWARD AGREEMENT

[GRANTEE NAME]

Grantee

Date of Award: []

Number of Shares: []

General Vesting Schedule/Restricted Period: [% exercisable on . 0% exercisable prior to .]

[years, with vesting in installments of % on the anniversary date of the Date of Award in each of the years.]

AWARD OF RESTRICTED STOCK

1. **GRANT OF RESTRICTED STOCK AWARD.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above (the “*Date of Award*”), that number of shares (the “*Shares*”) of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”), set forth above as restricted stock (the “*Restricted Stock*”) on the following terms and conditions:

During the Restricted Period, the Shares of Restricted Stock will be evidenced by entries in the stock register of the Company reflecting that such Shares of Restricted Stock have been issued in your name. For purposes of this Agreement, the term “*Restricted Period*” means the period designated above by the Committee during which the Restricted Stock may not be sold, assigned, transferred, pledged, or otherwise encumbered.

The Shares that are awarded hereby to you as Restricted Stock shall be subject to the prohibitions and restrictions set forth herein with respect to the sale or other disposition of such Shares and the obligation to forfeit and surrender such Shares to the Company under the circumstances set forth herein (the “*Forfeiture Restrictions*”). The Restricted Period and all Forfeiture Restrictions on the Restricted Stock covered hereby shall lapse as to those Shares when the Shares become vested and you meet all other terms and conditions of this Restricted Stock Award Agreement awarded to you (this “*Agreement*”).

2. **TERMINATION OF EMPLOYMENT/CHANGE IN CONTROL.** The following provisions will apply in the event your employment with the Company and all Affiliates (collectively, the “*Company Group*”) terminates, or a Change in Control of the Company occurs, before the end of the Restricted Period under this Agreement:

2.1 Termination Generally. Except as otherwise expressly provided to the contrary in this Section 2, if your employment with the Company Group terminates for any reason, the number of Shares of Restricted Stock then subject to Forfeiture Restrictions shall be forfeited to the Company without consideration on the date your employment terminates.

Section 16 Officer

2.2 **Change in Control of the Company.** If a Change in Control (as such term is defined in the Change in Control Agreement between you and the Company) of the Company occurs and you are employed by the Company Group as of that date, then any remaining Forfeiture Restrictions shall lapse and your Restricted Stock shall vest immediately prior to the occurrence of the Change in Control. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

2.3 **Disability.** If your employment with the Company Group terminates due to your Disability, then any remaining Forfeiture Restrictions shall lapse and your Award (to the extent unvested) shall vest, in each case, on the date of such termination of employment and on a prorated basis with respect to the number of Shares determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your Disability by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.4 **Death.** If your employment with the Company Group terminates due to your death, then any remaining Forfeiture Restrictions shall lapse and your Award (to the extent unvested) shall vest, in each case, on the date of such termination of employment and on a prorated basis with respect to the number of Shares determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your death by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

3. **TAX WITHHOLDING.** To the extent that the receipt of the Shares of Restricted Stock or the lapse of any Forfeiture Restrictions results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company has a withholding obligation, you shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company is authorized to withhold from the Shares awarded hereby or from any cash or stock remuneration or other payment then or thereafter payable to you any tax required to be withheld by reason of such taxable income, wages or compensation sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
4. **NONTRANSFERABILITY.** Notwithstanding anything in this Agreement to the contrary and except as specified below, the Shares of Restricted Stock awarded to you under this Agreement shall not be transferable or assignable by you other than by will or the laws of descent and distribution to the extent then subject to Forfeiture Restrictions. You may transfer the Shares to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

Section 16 Officer

The terms applicable to the assigned Shares shall be the same as those in effect for the Shares immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of your Shares of Restricted Stock under the Plan, and those Shares shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding those Shares. Such beneficiary or beneficiaries shall take the transferred Shares of Restricted Stock subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding Shares of Restricted Stock under the Plan shall not be assignable or transferable to the extent then subject to Forfeiture Restrictions.

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the Shares of Restricted Stock. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

Further, the Shares awarded hereby that are no longer subject to Forfeiture Restrictions may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares. Upon the lapse of the Forfeiture Restrictions with respect to Shares awarded hereby such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

5. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Shares of Restricted Stock shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
6. **RIGHTS REGARDING DISTRIBUTIONS MADE BY THE COMPANY DURING THE RESTRICTED PERIOD.** During the Restricted Period, (a) any securities of the Company distributed by the Company in respect of the Shares of Restricted Stock will be evidenced by entries in the appropriate securities register of the Company reflecting that such securities of the Company, if any, have been issued in your name (the “*Retained Company Securities*”) and (b) any securities of any company other than the Company or any other property (other than regular cash dividends) distributed by the Company in respect of the Shares of Restricted Stock will be evidenced in your name by such certificates or in such other manner as the Company determines (the “*Retained Other Securities and Property*”) and may bear a restrictive legend to the effect that ownership of such Retained Other Securities and Property and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms, and conditions provided in the Plan and this Agreement. The Retained Company Securities and the Retained Other Securities and Property (collectively, the “*Retained Distributions*”) shall be subject to the same restrictions, terms and conditions as are applicable to the Shares of Restricted Stock.

Section 16 Officer

7. **RIGHTS WITH RESPECT TO SHARES OF RESTRICTED STOCK AND RETAINED DISTRIBUTIONS DURING RESTRICTED PERIOD.** You shall have the right to vote the Shares of Restricted Stock awarded to you and to receive and retain all regular cash dividends (which will be paid currently and in no case later than the end of the calendar year in which the dividends are paid to the holders of the Common Stock or, if later, the 15th day of the third month following the date the dividends are paid to the holders of the Common Stock), and to exercise all other rights, powers and privileges of a holder of the Common Stock, with respect to such Shares of Restricted Stock, with the exception that (a) you shall not be entitled to have custody of such Shares of Restricted Stock until the Forfeiture Restrictions applicable thereto shall have lapsed, (b) the Company shall retain custody of all Retained Distributions made or declared with respect to the Shares of Restricted Stock until such time, if ever, as the Forfeiture Restrictions applicable to the Shares of Restricted Stock with respect to which such Retained Distributions shall have been made, paid, or declared shall have lapsed, and such Retained Distributions shall not bear interest or be segregated in separate accounts and (c) you may not sell, assign, transfer, pledge, exchange, encumber, or dispose of the Shares of Restricted Stock or any Retained Distributions during the Restricted Period. During the Restricted Period, the Company may, in its sole discretion, issue certificates for some or all of the Shares of Restricted Stock, in which case all such certificates shall be delivered to the Corporate Secretary of the Company or to such other depository as may be designated by the Committee as a depository for safekeeping until the forfeiture of such Shares of Restricted Stock occurs or the Forfeiture Restrictions lapse. When requested by the Company, you shall execute such stock powers or other instruments of assignment as the Company requests relating to transfer to the Company of all or any portion of such Shares of Restricted Stock and any Retained Distributions that are forfeited in accordance with the Plan and this Agreement.
8. **EMPLOYMENT RELATIONSHIP.** For purposes of this Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.
9. **SECTION 83(B) ELECTION.** You may exercise the election permitted under Section 83(b) of the Code with respect to the Shares of Restricted Stock, provided that you provide prompt notice of such election to the Chief Financial Officer or General Counsel of the Company.
10. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
11. **SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
12. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
13. **LIMIT OF LIABILITY.** Under no circumstances will the Company or any Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
14. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term "you" and "your" refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company's successors and assigns.

Section 16 Officer

In accepting the award of Shares of Restricted Stock set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Section 16 Officer

QUANEX BUILDING PRODUCTS CORPORATION

**KEY LEADER
RESTRICTED STOCK AWARD AGREEMENT**

[GRANTEE NAME]
Grantee

Date of Award: []

Number of Shares: []

General Vesting Schedule/Restricted Period: [% exercisable on .0% exercisable prior to .]

[years, with vesting in installments of % on the anniversary date of the Date of Award in each of the years.]

AWARD OF RESTRICTED STOCK

- 1. GRANT OF RESTRICTED STOCK AWARD.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above (the “*Date of Award*”), that number of shares (the “*Shares*”) of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”), set forth above as restricted stock (the “*Restricted Stock*”) on the following terms and conditions:

During the Restricted Period, the Shares of Restricted Stock will be evidenced by entries in the stock register of the Company reflecting that such Shares of Restricted Stock have been issued in your name. For purposes of this Agreement, the term “*Restricted Period*” means the period designated above by the Committee during which the Restricted Stock may not be sold, assigned, transferred, pledged, or otherwise encumbered.

The Shares that are awarded hereby to you as Restricted Stock shall be subject to the prohibitions and restrictions set forth herein with respect to the sale or other disposition of such Shares and the obligation to forfeit and surrender such Shares to the Company under the circumstances set forth herein (the “*Forfeiture Restrictions*”). The Restricted Period and all Forfeiture Restrictions on the Restricted Stock covered hereby shall lapse as to those Shares when the Shares become vested and you meet all other terms and conditions of this Restricted Stock Award Agreement awarded to you (this “*Agreement*”).

- 2. TERMINATION OF EMPLOYMENT/CHANGE IN CONTROL.** The following provisions will apply in the event your employment with the Company and all Affiliates (collectively, the “*Company Group*”) terminates, or a Change in Control of the Company occurs, before the end of the Restricted Period under this Agreement:

2.1 Termination Generally. Except as otherwise expressly provided to the contrary in this Section 2, if your employment with the Company Group terminates for any reason, the number of Shares of Restricted Stock then subject to Forfeiture Restrictions shall be forfeited to the Company without consideration on the date your employment terminates.

Key Leader

2.2 **Change in Control of the Company.** If a Change in Control (as such term is defined in the Plan) of the Company occurs and you are employed by the Company Group as of that date, then any remaining Forfeiture Restrictions shall lapse and your Restricted Stock shall vest immediately prior to the occurrence of the Change in Control. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

2.3 **Disability.** If your employment with the Company Group terminates due to your Disability, then any remaining Forfeiture Restrictions shall lapse and your Award (to the extent unvested) shall vest, in each case, on the date of such termination of employment and on a prorated basis with respect to the number of Shares determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your Disability by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.4 **Death.** If your employment with the Company Group terminates due to your death, then any remaining Forfeiture Restrictions shall lapse and your Award (to the extent unvested) shall vest, in each case, on the date of such termination of employment and on a prorated basis with respect to the number of Shares determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your death by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

3. **TAX WITHHOLDING.** To the extent that the receipt of the Shares of Restricted Stock or the lapse of any Forfeiture Restrictions results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company has a withholding obligation, you shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company is authorized to withhold from the Shares awarded hereby or from any cash or stock remuneration or other payment then or thereafter payable to you any tax required to be withheld by reason of such taxable income, wages or compensation sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
4. **NONTRANSFERABILITY.** Notwithstanding anything in this Agreement to the contrary and except as specified below, the Shares of Restricted Stock awarded to you under this Agreement shall not be transferable or assignable by you other than by will or the laws of descent and distribution to the extent then subject to Forfeiture Restrictions. You may transfer the Shares to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

Key Leader

The terms applicable to the assigned Shares shall be the same as those in effect for the Shares immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of your Shares of Restricted Stock under the Plan, and those Shares shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding those Shares. Such beneficiary or beneficiaries shall take the transferred Shares of Restricted Stock subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding Shares of Restricted Stock under the Plan shall not be assignable or transferable to the extent then subject to Forfeiture Restrictions.

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the Shares of Restricted Stock. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

Further, the Shares awarded hereby that are no longer subject to Forfeiture Restrictions may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares. Upon the lapse of the Forfeiture Restrictions with respect to Shares awarded hereby such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

5. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Shares of Restricted Stock shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
6. **RIGHTS REGARDING DISTRIBUTIONS MADE BY THE COMPANY DURING THE RESTRICTED PERIOD.** During the Restricted Period, (a) any securities of the Company distributed by the Company in respect of the Shares of Restricted Stock will be evidenced by entries in the appropriate securities register of the Company reflecting that such securities of the Company, if any, have been issued in your name (the “*Retained Company Securities*”) and (b) any securities of any company other than the Company or any other property (other than regular cash dividends) distributed by the Company in respect of the Shares of Restricted Stock will be evidenced in your name by such certificates or in such other manner as the Company determines (the “*Retained Other Securities and Property*”) and may bear a restrictive legend to the effect that ownership of such Retained Other Securities and Property and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms, and conditions provided in the Plan and this Agreement. The Retained Company Securities and the Retained Other Securities and Property (collectively, the “*Retained Distributions*”) shall be subject to the same restrictions, terms and conditions as are applicable to the Shares of Restricted Stock.

Key Leader

7. **RIGHTS WITH RESPECT TO SHARES OF RESTRICTED STOCK AND RETAINED DISTRIBUTIONS DURING RESTRICTED PERIOD.** You shall have the right to vote the Shares of Restricted Stock awarded to you and to receive and retain all regular cash dividends (which will be paid currently and in no case later than the end of the calendar year in which the dividends are paid to the holders of the Common Stock or, if later, the 15th day of the third month following the date the dividends are paid to the holders of the Common Stock), and to exercise all other rights, powers and privileges of a holder of the Common Stock, with respect to such Shares of Restricted Stock, with the exception that (a) you shall not be entitled to have custody of such Shares of Restricted Stock until the Forfeiture Restrictions applicable thereto shall have lapsed, (b) the Company shall retain custody of all Retained Distributions made or declared with respect to the Shares of Restricted Stock until such time, if ever, as the Forfeiture Restrictions applicable to the Shares of Restricted Stock with respect to which such Retained Distributions shall have been made, paid, or declared shall have lapsed, and such Retained Distributions shall not bear interest or be segregated in separate accounts and (c) you may not sell, assign, transfer, pledge, exchange, encumber, or dispose of the Shares of Restricted Stock or any Retained Distributions during the Restricted Period. During the Restricted Period, the Company may, in its sole discretion, issue certificates for some or all of the Shares of Restricted Stock, in which case all such certificates shall be delivered to the Corporate Secretary of the Company or to such other depository as may be designated by the Committee as a depository for safekeeping until the forfeiture of such Shares of Restricted Stock occurs or the Forfeiture Restrictions lapse. When requested by the Company, you shall execute such stock powers or other instruments of assignment as the Company requests relating to transfer to the Company of all or any portion of such Shares of Restricted Stock and any Retained Distributions that are forfeited in accordance with the Plan and this Agreement.
8. **EMPLOYMENT RELATIONSHIP.** For purposes of this Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.
9. **SECTION 83(B) ELECTION.** You may exercise the election permitted under Section 83(b) of the Code with respect to the Shares of Restricted Stock, provided that you provide prompt notice of such election to the Chief Financial Officer or General Counsel of the Company.
10. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
11. **SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
12. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
13. **LIMIT OF LIABILITY.** Under no circumstances will the Company or any Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
14. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term "you" and "your" refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company's successors and assigns.

Key Leader

In accepting the award of Shares of Restricted Stock set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Key Leader

QUANEX BUILDING PRODUCTS CORPORATION

DIRECTOR
RESTRICTED STOCK AWARD AGREEMENT[GRANTEE NAME]
Grantee

Date of Award: []

Number of Shares: []

General Vesting Schedule/Restricted Period: [100% vested on the Date of Award; Transfer Restrictions shall cease on _____.]
[% exercisable on . 0% exercisable prior to .]
[years, with vesting in installments of on the anniversary date of the
Date of Award in each of the years.]

AWARD OF RESTRICTED STOCK

1. **GRANT OF RESTRICTED STOCK AWARD.** The Board of Directors (the “*Board*”) of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above (the “*Date of Award*”), that number of shares (the “*Shares*”) of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”), set forth above as restricted stock (the “*Restricted Stock*”) on the following terms and conditions:

During the Restricted Period, the Shares of Restricted Stock will be evidenced by entries in the stock register of the Company reflecting that such Shares of Restricted Stock have been issued in your name. For purposes of this Agreement, the term “*Restricted Period*” means the period designated by the Board during which the Restricted Stock ***[is subject to forfeiture and]*** may not be sold, assigned, transferred, pledged, or otherwise encumbered.

[The Shares that are awarded hereby to you as Restricted Stock shall be subject to the prohibitions and restrictions set forth herein with respect to the sale or other disposition of such Shares and the obligation to forfeit and surrender such Shares to the Company under the circumstances set forth herein (the “Forfeiture Restrictions”). The Restricted Period and all Forfeiture Restrictions on the Restricted Stock covered hereby shall lapse as to those Shares when the Shares become vested and you meet all other terms and conditions of this Restricted Stock Award Agreement awarded to you (this “Agreement”).]

[During the Restricted Period, the Shares that are awarded hereby to you as Restricted Stock may not be sold, assigned, transferred, pledged, or otherwise encumbered (the “Transfer Restrictions”). The Restricted Period shall lapse when the Shares become vested and you meet all other terms and conditions of this Restricted Stock Award Agreement (this “Agreement”).]

2. **CESSATION OF MEMBERSHIP/CHANGE IN CONTROL.** The following provisions will apply in the event you cease to be a member of the Board, or a Change in Control of the Company occurs, before the end of the Restricted Period under this Agreement:

Director
[Graded /Cliff Vesting]
[Immediate Vesting]

2.1 **Cessation as a Board Member Generally.** Except as otherwise expressly provided to the contrary in this Section 2, if you cease to be a member of the Board for any reason, [the Transfer Restrictions shall cease and you shall be free to transfer the Shares in accordance with applicable law.] **[then any remaining Forfeiture Restrictions shall lapse and your Award (to the extent unvested) shall []¹.]**

2.2 **Change in Control of the Company.** If a Change in Control (as such term is defined in the Plan) of the Company occurs while you are a member of the Board, [the Transfer Restrictions shall cease immediately prior to the occurrence of the Change in Control and you shall be free to transfer the Shares in accordance with applicable law and Company policy.] **[any remaining Forfeiture Restrictions shall lapse and your Shares of Restricted Stock shall vest immediately prior to the occurrence of the Change in Control.**

2.3 **Disability.** **If you cease to be a member of the Board due to your incurring a Disability, then any remaining Forfeiture Restrictions shall lapse and your Shares of Restricted Stock shall vest on the date you cease to be a member of the Board due to your incurring a Disability.**

2.4 **Death.** **If you cease to be a member of the Board due to your death, then any remaining Forfeiture Restrictions shall lapse and your Shares of Restricted Stock shall vest on the date you cease to be a member of the Board due to death.**

2.5 **Retirement.** **In the event you cease to be a member of the Board due to your Retirement, any remaining Forfeiture Restrictions shall lapse and your Shares of Restricted Stock shall vest on the date you cease to be a member of the Board due to your Retirement. For purposes of this Section 2.5, "Retirement" means your voluntarily ceasing to be a member of the Board on or after six years or two consecutive terms as a director.]**

3. **NONTRANSFERABILITY.** Notwithstanding anything in this Agreement to the contrary and except as specified below, the Shares of Restricted Stock awarded to you under this Agreement shall not be transferable or assignable by you other than by will or the laws of descent and distribution to the extent then subject to [Transfer Restrictions] **[Forfeiture Restrictions]**. You may transfer the Shares to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

The terms applicable to the assigned Shares shall be the same as those in effect for the Shares immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of your Shares of Restricted Stock under the Plan, and those Shares shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding those Shares. Such beneficiary or beneficiaries shall take the transferred Shares of Restricted Stock subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding Shares of Restricted Stock under the Plan shall not be assignable or transferable to the extent then subject to [Transfer Restrictions] **[Forfeiture Restrictions]**.

- ¹ Treatment of unvested Restricted Stock in connection with a director's cessation of service for reasons other than death, disability, or retirement, will be determined by the Board in its discretion on an award-by-award basis. In such an event, unvested Restricted Stock will be either forfeited in its entirety, vested in its entirety, or vested on a pro rata basis according to the number of days served by the director during the vesting period.

Director
[Graded /Cliff Vesting]

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the Shares of Restricted Stock. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

Further, the Shares awarded hereby that are no longer subject to [Transfer Restrictions] [**Forfeiture Restrictions**] may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares. Upon the lapse of the [Transfer Restrictions] [**Forfeiture Restrictions**] with respect to Shares awarded hereby such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

4. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Shares of Restricted Stock shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
5. **RIGHTS REGARDING DISTRIBUTIONS MADE BY THE COMPANY DURING THE RESTRICTED PERIOD.** During the Restricted Period, (a) any securities of the Company distributed by the Company in respect of the Shares of Restricted Stock will be evidenced by entries in the appropriate securities register of the Company reflecting that such securities of the Company, if any, have been issued in your name (the “*Retained Company Securities*”) and (b) any securities of any company other than the Company or any other property (other than regular cash dividends) distributed by the Company in respect of the Shares of Restricted Stock will be evidenced in your name by such certificates or in such other manner as the Company determines (the “*Retained Other Securities and Property*”) and may bear a restrictive legend to the effect that ownership of such Retained Other Securities and Property and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms, and conditions provided in the Plan and this Agreement. The Retained Company Securities and the Retained Other Securities and Property (collectively, the “*Retained Distributions*”) shall be subject to the same restrictions, terms and conditions as are applicable to the Shares of Restricted Stock.

Director
[Graded /Cliff Vesting]

6. **RIGHTS WITH RESPECT TO SHARES OF RESTRICTED STOCK AND RETAINED DISTRIBUTIONS DURING RESTRICTED PERIOD.** You shall have the right to vote the Shares of Restricted Stock awarded to you and to receive and retain all regular cash dividends (which will be paid currently and in no case later than the end of the calendar year in which the dividends are paid to the holders of the Common Stock or, if later, the 15th day of the third month following the date the dividends are paid to the holders of the Common Stock), and to exercise all other rights, powers and privileges of a holder of the Common Stock, with respect to such Shares of Restricted Stock, with the exception that (a) you shall not be entitled to have custody of such Shares of Restricted Stock until the [Transfer Restrictions] [**Forfeiture Restrictions**] applicable thereto shall have lapsed, (b) the Company shall retain custody of all Retained Distributions made or declared with respect to the Shares of Restricted Stock until such time, if ever, as the [Transfer Restrictions] [**Forfeiture Restrictions**] applicable to the Shares of Restricted Stock with respect to which such Retained Distributions shall have been made, paid, or declared shall have lapsed, and such Retained Distributions shall not bear interest or be segregated in separate accounts and (c) you may not sell, assign, transfer, pledge, exchange, encumber, or dispose of the Shares of Restricted Stock or any Retained Distributions during the Restricted Period. During the Restricted Period, the Company may, in its sole discretion, issue certificates for some or all of the Shares of Restricted Stock, in which case all such certificates shall be delivered to the Corporate Secretary of the Company or to such other depository as may be designated by the Committee as a depository for safekeeping until the forfeiture of such Shares of Restricted Stock occurs or the [Transfer Restrictions] [**Forfeiture Restrictions**] lapse. When requested by the Company, you shall execute such stock powers or other instruments of assignment as the Company requests relating to transfer to the Company of all or any portion of such Shares of Restricted Stock and any Retained Distributions that are forfeited in accordance with the Plan and this Agreement.
7. **SECTION 83(B) ELECTION.** You may exercise the election permitted under Section 83(b) of the Code with respect to the Shares of Restricted Stock, provided that you provide prompt notice of such election to the Chief Financial Officer or General Counsel of the Company.
8. **NOT A SERVICE OR EMPLOYMENT AGREEMENT.** This Agreement is not a service or employment agreement, and no provision of this Agreement shall be construed or interpreted to create a service or employment relationship between you and the Company or any Affiliate or guarantee the right to remain a director of or employed by the Company or any Affiliate for any specified term.
9. **SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
10. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
11. **LIMIT OF LIABILITY.** Under no circumstances will the Company or any Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
12. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

Director
[Graded /Cliff Vesting]

In accepting the award of Shares of Restricted Stock set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Director
[Graded /Cliff Vesting]

QUANEX BUILDING PRODUCTS CORPORATION

EMPLOYEE
~~[STOCK-]~~[CASH-]SETTLED
 RESTRICTED STOCK UNIT AWARD AGREEMENT

[GRANTEE NAME]

Grantee

Date of Award: << >>

Number of Restricted Stock Units: << >>

General Vesting Schedule/Restricted Period: [years, with vesting in installments of % on the anniversary date of the Date of Award in each of the years.]

[100% exercisable on [. 0% exercisable prior to .]

AWARD OF RESTRICTED STOCK UNITS

1. **GRANT OF RESTRICTED STOCK UNIT AWARD.** The Compensation Committee (the “Committee”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “Company”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “Plan”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above (the “Date of Award”), that number of restricted stock units set forth above (the “RSUs”), on the terms and conditions set forth in this Restricted Stock Unit Award Agreement (this “Agreement”).

During the Restricted Period, the RSUs will be evidenced by entries in a bookkeeping ledger account which reflect the number of RSUs credited under the Plan for your benefit. For purposes of this Agreement, the term “Restricted Period” means the period designated by the Committee during which the RSUs are subject to forfeiture and restrictions on transfer (the “Forfeiture Restrictions”). The Restricted Period and all Forfeiture Restrictions on the RSUs covered hereby shall lapse as to those RSUs when the RSUs become vested in accordance with this Agreement, at which time the Company shall issue to you **[cash in an amount equal to the fair market value of]** one share of the Company’s common stock, \$0.01 par value per share (the “Common Stock”), less applicable withholding, in exchange for each RSU that is awarded to you hereby and thereafter you shall have no further rights with respect to such RSU. [The Company shall cause to be delivered to you (or your legal representative or heir) a stock certificate representing those shares of the Common Stock issued in exchange for RSUs awarded hereby, and such shares of the Common Stock shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).]

2. **SEPARATION FROM SERVICE.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “Separation from Service”)) from the Company and all Affiliates (the “Company Group”), before the end of the Restricted Period under this Agreement.
- 2.1 **Separation from Service Generally.** Except as otherwise expressly provided to the contrary in this Section 2, in the event of your Separation from Service, the number of RSUs then subject to Forfeiture Restrictions shall be forfeited to the Company without consideration on the date of your Separation from Service.

Employee
Stock Settled—Cash Settled

2.2 **Disability.** In the event of your Separation from Service due to your Disability, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such Separation from Service and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your Disability by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.3 **Death.** In the event of your Separation from Service due to your death, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such Separation from Service and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your death by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.4 **Retirement.** In the event of your Separation from Service due to your Retirement, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such Separation from Service and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your Separation from Service by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above. For purposes of this Section 2.5, "Retirement" means your voluntary Separation from Service from the Company Group on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

3. **TAX WITHHOLDING.** To the extent that the receipt of the RSUs or this Agreement, the vesting of the RSUs or a distribution under this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company has a withholding obligation, you shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company is authorized to withhold from the Shares awarded hereby or from any cash or stock remuneration or other payment then or thereafter payable to you any tax required to be withheld by reason of such taxable income, wages or compensation sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
4. **NONTRANSFERABILITY.** Notwithstanding anything in this Agreement to the contrary and except as specified below, the RSUs awarded to you under this Agreement shall not be transferable or assignable by you other than by will or the laws of descent and distribution. You may transfer the RSUs to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

The terms applicable to the assigned RSUs shall be the same as those in effect for the RSUs immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Company may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of your outstanding RSUs under the Plan, and those RSUs shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding those RSUs. Such beneficiary or beneficiaries shall take the transferred RSUs subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding RSUs under the Plan shall not be assignable or transferable.

Employee
Stock Settled—Cash Settled

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the RSUs. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

[Further, any shares of Common Stock awarded hereunder may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You agree that (a) the Company may refuse to cause the transfer of such shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of such shares.]

5. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the RSUs shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
6. **RSUS DO NOT AWARD ANY RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the Common Stock with respect to the RSUs that are awarded hereby. [Only after shares of Common Stock are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such shares.]
7. **PAYMENT OF DIVIDEND EQUIVALENTS.** If during the period you hold any RSUs awarded hereby the Company pays a dividend in cash with respect to the outstanding shares of the Common Stock (a “Cash Dividend”), then the Company will pay to you in cash, an amount equal to the product of (a) the RSUs awarded hereby that have not been exchanged by the Company for cash and (b) the amount of the Cash Dividend paid per share of the Common Stock (the “Dividend Equivalent”). The Company shall pay to you currently (and in no case later than the end of the calendar year in which the dividends are paid to the holders of the Common Stock, or if later, the 15th day of the third month following the date the dividends are paid to the holders of the Common Stock) an amount equal to such Dividend Equivalents.

If during the period you hold any RSUs awarded hereby the Company pays a dividend in shares of the Common Stock with respect to the outstanding shares of the Common Stock, then the Company will increase the RSUs awarded hereby that have not then been exchanged by the Company for shares of the Common Stock by an amount equal to the product of (a) the RSUs awarded hereby that have not been exchanged by the Company for cash and (b) the number of shares of the Common Stock paid by the Company per share of the Common Stock (collectively, the “Stock Dividend RSUs”). Each Stock Dividend RSU will be paid in cash at the same time and on the same basis as such RSU.
8. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.

Employee
Stock Settled—Cash Settled

9. **[SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the shares of Common Stock issuable under this Agreement of an appropriate legend restricting resale or other transfer of such shares except in accordance with such Act and all applicable rules thereunder.]
10. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
11. **[REGISTRATION.** The shares of Common Stock that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.]
12. **[SALE OF SECURITIES.** The shares of Common Stock that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the shares of Common Stock issued under this Agreement to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the shares of Common Stock issued under this Agreement.]
13. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the [Shares issued] [**payment made**] made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.
14. **DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF YOU ARE A SPECIFIED EMPLOYEE (WITHIN THE MEANING OF SECTION 409A) AND THE COMPANY DETERMINES THAT A PAYMENT HEREUNDER IS NOT PERMITTED TO BE PAID ON THE DATE SPECIFIED WITHOUT THE IMPOSITION OF ADDITIONAL TAXES, INTEREST OR PENALTIES UNDER SECTION 409A, THEN NO PAYMENTS SHALL BE MADE TO YOU PURSUANT TO THIS AWARD DUE TO A SEPARATION FROM SERVICE FOR ANY REASON BEFORE THE EARLIER OF THE DATE THAT IS SIX MONTHS AND A DAY AFTER THE DATE ON WHICH YOU INCUR SUCH SEPARATION FROM SERVICE OR FIVE BUSINESS DAYS FOLLOWING THE DATE OF YOUR DEATH.**

Employee
Stock Settled—Cash Settled

15. **PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT.** If the Committee determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 13 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.
16. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company’s successors and assigns.

In accepting the award of RSUs set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Employee
Stock Settled—Cash Settled

QUANEX BUILDING PRODUCTS CORPORATION

SECTION 16 OFFICER
[STOCK-][CASH-]SETTLED
RESTRICTED STOCK UNIT AWARD AGREEMENT[GRANTEE NAME]
Grantee

Date of Award: << >>

Number of Restricted Stock Units: << >>

General Vesting Schedule/Restricted Period: [years, with vesting in installments of % on the anniversary date of the Date of Award in each of the years.]

[100% exercisable on [. 0% exercisable prior to]

AWARD OF RESTRICTED STOCK UNITS

1. **GRANT OF RESTRICTED STOCK UNIT AWARD.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above (the “*Date of Award*”), that number of restricted stock units set forth above (the “*RSUs*”), on the terms and conditions set forth in this Restricted Stock Unit Award Agreement (this “*Agreement*”).

During the Restricted Period, the RSUs will be evidenced by entries in a bookkeeping ledger account which reflect the number of RSUs credited under the Plan for your benefit. For purposes of this Agreement, the term “*Restricted Period*” means the period designated by the Committee during which the RSUs are subject to forfeiture and restrictions on transfer (the “*Forfeiture Restrictions*”). The Restricted Period and all Forfeiture Restrictions on the RSUs covered hereby shall lapse as to those RSUs when the RSUs become vested in accordance with this Agreement, at which time the Company shall issue to you [cash in an amount equal to the fair market value of] one share of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”), less applicable withholding, in exchange for each RSU that is awarded to you hereby and thereafter you shall have no further rights with respect to such RSU. [The Company shall cause to be delivered to you (or your legal representative or heir) a stock certificate representing those shares of the Common Stock issued in exchange for RSUs awarded hereby, and such shares of the Common Stock shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).]

2. **SEPARATION FROM SERVICE/CHANGE IN CONTROL.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “*Separation from Service*”)) from the Company and all Affiliates (the “*Company Group*”), or a Change in Control of the Company occurs, before the end of the Restricted Period under this Agreement. For purposes of this Agreement, a “*Change in Control*” of the Company shall have the meaning ascribed to such term in the Change in Control Agreement between you and the Company.

Section 16 Officer
Stock Settled—Cash Settled

2.1 Separation from Service Generally. Except as otherwise expressly provided to the contrary in this Section 2, in the event of your Separation from Service, the number of RSUs then subject to Forfeiture Restrictions shall be forfeited to the Company without consideration on the date of your Separation from Service.

2.2 Change in Control of the Company. If a Change in Control of the Company occurs, you do not incur a Separation from Service prior to such time, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then any remaining Forfeiture Restrictions shall lapse and your RSUs shall vest immediately prior to the occurrence of the Change in Control. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

2.3 Disability. In the event of your Separation from Service due to your Disability, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such Separation from Service and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your Disability by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.4 Death. In the event of your Separation from Service due to your death, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such Separation from Service and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your death by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.5 Retirement. In the event of your Separation from Service due to your Retirement, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such Separation from Service and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your Separation from Service by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above. For purposes of this Section 2.5, “*Retirement*” means your voluntary Separation from Service from the Company Group on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

3. TAX WITHHOLDING. To the extent that the receipt of the RSUs or this Agreement, the vesting of the RSUs or a distribution under this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company has a withholding obligation, you shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company is authorized to withhold from the Shares awarded hereby or from any cash or stock remuneration or other payment then or thereafter payable to you any tax required to be withheld by reason of such taxable income, wages or compensation sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.

Section 16 Officer
Stock Settled—Cash Settled

4. **NONTRANSFERABILITY.** Notwithstanding anything in this Agreement to the contrary and except as specified below, the RSUs awarded to you under this Agreement shall not be transferable or assignable by you other than by will or the laws of descent and distribution. You may transfer the RSUs to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, “immediate family” means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

The terms applicable to the assigned RSUs shall be the same as those in effect for the RSUs immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Company may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of your outstanding RSUs under the Plan, and those RSUs shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding those RSUs. Such beneficiary or beneficiaries shall take the transferred RSUs subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding RSUs under the Plan shall not be assignable or transferable.

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the RSUs. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

[Further, any shares of Common Stock awarded hereunder may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You agree that (a) the Company may refuse to cause the transfer of such shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of such shares.]

5. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the RSUs shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

6. **RSUS DO NOT AWARD ANY RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the Common Stock with respect to the RSUs that are awarded hereby. [Only after shares of Common Stock are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such shares.]

Section 16 Officer
Stock Settled—Cash Settled

7. **PAYMENT OF DIVIDEND EQUIVALENTS.** If during the period you hold any RSUs awarded hereby the Company pays a dividend in cash with respect to the outstanding shares of the Common Stock (a “Cash Dividend”), then the Company will pay to you in cash, an amount equal to the product of (a) the RSUs awarded hereby that have not been exchanged by the Company for cash and (b) the amount of the Cash Dividend paid per share of the Common Stock (the “Dividend Equivalent”). The Company shall pay to you currently (and in no case later than the end of the calendar year in which the dividends are paid to the holders of the Common Stock, or if later, the 15th day of the third month following the date the dividends are paid to the holders of the Common Stock) an amount equal to such Dividend Equivalents.
- If during the period you hold any RSUs awarded hereby the Company pays a dividend in shares of the Common Stock with respect to the outstanding shares of the Common Stock, then the Company will increase the RSUs awarded hereby that have not then been exchanged by the Company for shares of the Common Stock by an amount equal to the product of (a) the RSUs awarded hereby that have not been exchanged by the Company for cash and (b) the number of shares of the Common Stock paid by the Company per share of the Common Stock (collectively, the “Stock Dividend RSUs”). Each Stock Dividend RSU will be paid in cash at the same time and on the same basis as such RSU.
8. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
9. **[SECURITIES ACT LEGEND. If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the shares of Common Stock issuable under this Agreement of an appropriate legend restricting resale or other transfer of such shares except in accordance with such Act and all applicable rules thereunder.]**
10. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
11. **[REGISTRATION. The shares of Common Stock that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.]**
12. **[SALE OF SECURITIES. The shares of Common Stock that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the shares of Common Stock issued under this Agreement to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the shares of Common Stock issued under this Agreement.]**
13. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “Company Parties”) regarding the tax effects associated with execution of this Agreement and the [Shares issued] [payment made] made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.

Section 16 Officer
Stock Settled—Cash Settled

14. **DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF YOU ARE A SPECIFIED EMPLOYEE (WITHIN THE MEANING OF SECTION 409A) AND THE COMPANY DETERMINES THAT A PAYMENT HEREUNDER IS NOT PERMITTED TO BE PAID ON THE DATE SPECIFIED WITHOUT THE IMPOSITION OF ADDITIONAL TAXES, INTEREST OR PENALTIES UNDER SECTION 409A, THEN NO PAYMENTS SHALL BE MADE TO YOU PURSUANT TO THIS AWARD DUE TO A SEPARATION FROM SERVICE FOR ANY REASON BEFORE THE EARLIER OF THE DATE THAT IS SIX MONTHS AND A DAY AFTER THE DATE ON WHICH YOU INCUR SUCH SEPARATION FROM SERVICE OR FIVE BUSINESS DAYS FOLLOWING THE DATE OF YOUR DEATH.
15. **PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT.** If the Committee determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 13 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.
16. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company’s successors and assigns.

In accepting the award of RSUs set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Section 16 Officer
Stock Settled—Cash Settled

QUANEX BUILDING PRODUCTS CORPORATION

KEY LEADER
[STOCK-][CASH-]SETTLED
RESTRICTED STOCK UNIT AWARD AGREEMENT

[GRANTEE NAME]
Grantee

Date of Award: << >>

Number of Restricted Stock Units: << >>

General Vesting Schedule/Restricted Period: [years, with vesting in installments of % on the anniversary date of the Date of Award in each of the years.]
[100% exercisable on [. 0% exercisable prior to .]

AWARD OF RESTRICTED STOCK UNITS

- 1. GRANT OF RESTRICTED STOCK UNIT AWARD.** The Compensation Committee (the “Committee”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “Company”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “Plan”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above (the “Date of Award”), that number of restricted stock units set forth above (the “RSUs”), on the terms and conditions set forth in this Restricted Stock Unit Award Agreement (this “Agreement”).

During the Restricted Period, the RSUs will be evidenced by entries in a bookkeeping ledger account which reflect the number of RSUs credited under the Plan for your benefit. For purposes of this Agreement, the term “Restricted Period” means the period designated by the Committee during which the RSUs are subject to forfeiture and restrictions on transfer (the “Forfeiture Restrictions”). The Restricted Period and all Forfeiture Restrictions on the RSUs covered hereby shall lapse as to those RSUs when the RSUs become vested in accordance with this Agreement, at which time the Company shall issue to you [cash in an amount equal to the fair market value of] one share of the Company’s common stock, \$0.01 par value per share (the “Common Stock”), less applicable withholding, in exchange for each RSU that is awarded to you hereby and thereafter you shall have no further rights with respect to such RSU. [The Company shall cause to be delivered to you (or your legal representative or heir) a stock certificate representing those shares of the Common Stock issued in exchange for RSUs awarded hereby, and such shares of the Common Stock shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).]

- 2. SEPARATION FROM SERVICE/CHANGE IN CONTROL.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “Separation from Service”)) from the Company and all Affiliates (the “Company Group”), or a Change in Control of the Company occurs, before the end of the Restricted Period under this Agreement. For purposes of this Agreement, a “Change in Control” of the Company shall have the meaning ascribed to such term in the Plan.

2.1 Separation from Service Generally. Except as otherwise expressly provided to the contrary in this Section 2, in the event of your Separation from Service, the number of RSUs then subject to Forfeiture Restrictions shall be forfeited to the Company without consideration on the date of your Separation from Service.

Key Leader
Stock Settled—Cash Settled

2.2 **Change in Control of the Company.** If a Change in Control of the Company occurs, you do not incur a Separation from Service prior to such time, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then any remaining Forfeiture Restrictions shall lapse and your RSUs shall vest immediately prior to the occurrence of the Change in Control. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

2.3 **Disability.** In the event of your Separation from Service due to your Disability, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such Separation from Service and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your Disability by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.4 **Death.** In the event of your Separation from Service due to your death, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such Separation from Service and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your death by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.5 **Retirement.** In the event of your Separation from Service due to your Retirement, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such Separation from Service and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award or the last anniversary vesting date and ending on the date of your Separation from Service by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above. For purposes of this Section 2.5, "Retirement" means your voluntary Separation from Service from the Company Group on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

3. **TAX WITHHOLDING.** To the extent that the receipt of the RSUs or this Agreement, the vesting of the RSUs or a distribution under this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company has a withholding obligation, you shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company is authorized to withhold from the Shares awarded hereby or from any cash or stock remuneration or other payment then or thereafter payable to you any tax required to be withheld by reason of such taxable income, wages or compensation sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.

Key Leader
Stock Settled—Cash Settled

4. **NONTRANSFERABILITY.** Notwithstanding anything in this Agreement to the contrary and except as specified below, the RSUs awarded to you under this Agreement shall not be transferable or assignable by you other than by will or the laws of descent and distribution. You may transfer the RSUs to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, “immediate family” means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

The terms applicable to the assigned RSUs shall be the same as those in effect for the RSUs immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Company may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of your outstanding RSUs under the Plan, and those RSUs shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding those RSUs. Such beneficiary or beneficiaries shall take the transferred RSUs subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding RSUs under the Plan shall not be assignable or transferable.

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the RSUs. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

[Further, any shares of Common Stock awarded hereunder may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You agree that (a) the Company may refuse to cause the transfer of such shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of such shares.]

5. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the RSUs shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

6. **RSUS DO NOT AWARD ANY RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the Common Stock with respect to the RSUs that are awarded hereby. [Only after shares of Common Stock are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such shares.]

Key Leader
Stock Settled—Cash Settled

7. **PAYMENT OF DIVIDEND EQUIVALENTS.** If during the period you hold any RSUs awarded hereby the Company pays a dividend in cash with respect to the outstanding shares of the Common Stock (a “Cash Dividend”), then the Company will pay to you in cash, an amount equal to the product of (a) the RSUs awarded hereby that have not been exchanged by the Company for cash and (b) the amount of the Cash Dividend paid per share of the Common Stock (the “Dividend Equivalent”). The Company shall pay to you currently (and in no case later than the end of the calendar year in which the dividends are paid to the holders of the Common Stock, or if later, the 15th day of the third month following the date the dividends are paid to the holders of the Common Stock) an amount equal to such Dividend Equivalents.
- If during the period you hold any RSUs awarded hereby the Company pays a dividend in shares of the Common Stock with respect to the outstanding shares of the Common Stock, then the Company will increase the RSUs awarded hereby that have not then been exchanged by the Company for shares of the Common Stock by an amount equal to the product of (a) the RSUs awarded hereby that have not been exchanged by the Company for cash and (b) the number of shares of the Common Stock paid by the Company per share of the Common Stock (collectively, the “Stock Dividend RSUs”). Each Stock Dividend RSU will be paid in cash at the same time and on the same basis as such RSU.
8. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
9. **[SECURITIES ACT LEGEND. If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the shares of Common Stock issuable under this Agreement of an appropriate legend restricting resale or other transfer of such shares except in accordance with such Act and all applicable rules thereunder.]**
10. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
11. **[REGISTRATION. The shares of Common Stock that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.]**
12. **[SALE OF SECURITIES. The shares of Common Stock that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the shares of Common Stock issued under this Agreement to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the shares of Common Stock issued under this Agreement.]**
13. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “Company Parties”) regarding the tax effects associated with execution of this Agreement and the [Shares issued] [payment made] made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.

Key Leader
Stock Settled—Cash Settled

14. **DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF YOU ARE A SPECIFIED EMPLOYEE (WITHIN THE MEANING OF SECTION 409A) AND THE COMPANY DETERMINES THAT A PAYMENT HEREUNDER IS NOT PERMITTED TO BE PAID ON THE DATE SPECIFIED WITHOUT THE IMPOSITION OF ADDITIONAL TAXES, INTEREST OR PENALTIES UNDER SECTION 409A, THEN NO PAYMENTS SHALL BE MADE TO YOU PURSUANT TO THIS AWARD DUE TO A SEPARATION FROM SERVICE FOR ANY REASON BEFORE THE EARLIER OF THE DATE THAT IS SIX MONTHS AND A DAY AFTER THE DATE ON WHICH YOU INCUR SUCH SEPARATION FROM SERVICE OR FIVE BUSINESS DAYS FOLLOWING THE DATE OF YOUR DEATH.
15. **PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT.** If the Committee determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 13 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.
16. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company’s successors and assigns.

In accepting the award of RSUs set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Key Leader
Stock Settled—**Cash Settled**

QUANEX BUILDING PRODUCTS CORPORATION

DIRECTOR
~~[STOCK-]~~[CASH-]SETTLED
 RESTRICTED STOCK UNIT AWARD AGREEMENT

[GRANTEE NAME]

Grantee

Date of Award: << >>

Number of Restricted Stock Units: << >>

General Vesting Schedule/Restricted Period: [100% vested on the Date of Award.]

[_____ years, with vesting in installments of _____ % on the anniversary date of the Date of Award in each of the _____ years.]

[100% exercisable on _____ . 0% exercisable prior to _____ .]

AWARD OF RESTRICTED STOCK UNITS

1. **GRANT OF RESTRICTED STOCK UNIT AWARD.** The Board of Directors (the “Board”) of Quanex Building Products Corporation, a Delaware corporation (the “Company”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “Plan”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above (the “Date of Award”), that number of restricted stock units set forth above (the “RSUs”), on the terms and conditions set forth in this Restricted Stock Unit Award Agreement (this “Agreement”).

[During the Restricted Period, t][T]he RSUs will be evidenced by entries in a bookkeeping ledger account which reflect the number of RSUs credited under the Plan for your benefit. [For purposes of this Agreement, the term “Restricted Period” means the period designated by the Board during which the RSUs are subject to forfeiture and restrictions on transfer (the “Forfeiture Restrictions”). The Restricted Period and all Forfeiture Restrictions on the RSUs covered hereby shall lapse as to those RSUs when the RSUs become vested in accordance with this Agreement]

Upon the earlier of (1) the date on which you cease to be a member of the Board for any reason or (2) the date on which there occurs a Change in Control (as such term is defined in the Plan) of the Company, the Company shall issue to you (or to your legal representative or heir) **[cash in an amount equal to the fair market value of]** one share of the Company’s common stock, \$0.01 par value per share (the “Common Stock”), in exchange for each RSU that has vested on or prior to that date, and thereafter you shall have no further rights with respect to such RSU. [The Company shall cause to be delivered to you (or your legal representative or heir) a stock certificate representing those shares of the Common Stock issued in exchange for RSUs awarded hereby, and such shares of the Common Stock shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).]

2. ***[CESSATION OF MEMBERSHIP/CHANGE IN CONTROL. Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event you cease to be a member of the Board for any reason, or a Change in Control of the Company occurs, before the end of the Restricted Period under this Agreement.***

Director
[Graded /Cliff Vesting]
Stock Settled—Cash Settled

2.1 Cessation of Board Membership Generally. Except as otherwise expressly provided to the contrary in this Section 2, if you cease to be a member of the Board for any reason before the end of the Restricted Period, then []¹.

2.2 Change in Control of the Company. If a Change in Control (as such term is defined in the Plan) of the Company occurs while you are a member of the Board, then any remaining Forfeiture Restrictions shall lapse and your RSUs shall vest immediately prior to the occurrence of the Change in Control.

2.3 Disability. In the event you cease to be a member of the Board due to your Disability, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such cessation of membership and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award and the last anniversary vesting date and ending on the date of your Disability by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.4 Death. In the event you cease to be a member of the Board due to your death, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such cessation of membership and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award and the last anniversary vesting date and ending on the date of your death by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above.

2.5 Retirement. In the event you cease to be a member of the Board due to your Retirement, any remaining Forfeiture Restrictions shall lapse and your RSUs (to the extent unvested) shall vest, in each case, on the date of such cessation of membership and on a prorated basis with respect to the number of RSUs determined by dividing the number of days during the period commencing on the later of the Date of Award and the last anniversary vesting date and ending on the date of your Separation from Service by the total number of days between the later of the Date of Award or the last anniversary vesting date and the final vesting date as set forth above. For purposes of this Section 2.5, "Retirement" means your voluntarily ceasing to be a member of the Board on or after six years or two consecutive terms as a director.]

3. **NONTRANSFERABILITY.** Notwithstanding anything in this Agreement to the contrary and except as specified below, the RSUs awarded to you under this Agreement shall not be transferable or assignable by you other than by will or the laws of descent and distribution. You may transfer the RSUs to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

¹ Treatment of unvested RSU's in connection with a director's cessation of service for reasons other than death, disability, or retirement, will be determined by the Board in its discretion on an award-by-award basis. In such an event, unvested RSU's will be either forfeited in their entirety, vested in their entirety, or vested on a pro rata basis according to the number of days served by the director during the vesting period.

Director
[Graded /Cliff Vesting]
Stock Settled—Cash Settled

The terms applicable to the assigned RSUs shall be the same as those in effect for the RSUs immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Company may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of your outstanding RSUs under the Plan, and those RSUs shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding those RSUs. Such beneficiary or beneficiaries shall take the transferred RSUs subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding RSUs under the Plan shall not be assignable or transferable.

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the RSUs. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

[Further, any shares of Common Stock awarded hereunder may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You agree that (a) the Company may refuse to cause the transfer of such shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of such shares.]

4. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the RSUs shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
5. **RSUs DO NOT AWARD ANY RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the Common Stock with respect to the RSUs that are awarded hereby. [Only after shares of Common Stock are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such shares.]
6. **PAYMENT OF DIVIDEND EQUIVALENTS.** If during the period you hold any RSUs awarded hereby the Company pays a dividend in cash with respect to the outstanding shares of the Common Stock (a “Cash Dividend”), then the Company will pay to you in cash, an amount equal to the product of (a) the RSUs awarded hereby that have not been exchanged by the Company for cash and (b) the amount of the Cash Dividend paid per share of the Common Stock (the “Dividend Equivalent”). The Company shall pay to you currently (and in no case later than the end of the calendar year in which the dividends are paid to the holders of the Common Stock, or if later, the 15th day of the third month following the date the dividends are paid to the holders of the Common Stock) an amount equal to such Dividend Equivalents.

If during the period you hold any RSUs awarded hereby the Company pays a dividend in shares of the Common Stock with respect to the outstanding shares of the Common Stock, then the Company will increase the RSUs awarded hereby that have not then been exchanged by the Company for shares of the Common Stock by an amount equal to the product of (a) the RSUs awarded hereby that have not been exchanged by the Company for cash and (b) the number of shares of the Common Stock paid by the Company per share of the Common Stock (collectively, the “Stock Dividend RSUs”). Each Stock Dividend RSU will be paid in cash at the same time and on the same basis as such RSU.

Director
[Graded /Cliff Vesting]
Stock Settled—Cash Settled

7. **NOT A SERVICE OR EMPLOYMENT AGREEMENT.** This Agreement is not a service or employment agreement, and no provision of this Agreement shall be construed or interpreted to create a service or employment relationship between you and the Company or any Affiliate or guarantee the right to remain as a director of or employed by the Company or any Affiliate for any specified term.
8. **[SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the shares of Common Stock issuable under this Agreement of an appropriate legend restricting resale or other transfer of such shares except in accordance with such Act and all applicable rules thereunder.]
9. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
10. **[REGISTRATION.** The shares of Common Stock that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.]
11. **[SALE OF SECURITIES.** The shares of Common Stock that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the shares of Common Stock issued under this Agreement to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the shares of Common Stock issued under this Agreement.]
12. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the [Shares issued] [**payment made**] made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.
13. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “*you*” and “*your*” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company’s successors and assigns.

Director
[Graded /Cliff Vesting]
Stock Settled—Cash Settled

In accepting the award of RSUs set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Director
[Graded /Cliff Vesting]
~~Stock Settled~~—**Cash Settled**

QUANEX BUILDING PRODUCTS CORPORATION

**EMPLOYEE
STOCK AND/OR CASH SETTLED
PERFORMANCE SHARE AWARD AGREEMENT**

[GRANTEE NAME]

Grantee

Date of Award: << >>

Target Number of Performance Shares: << >>

AWARD OF PERFORMANCE SHARES

1. **GRANT OF PERFORMANCE SHARES.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, the number of Performance Shares set forth above in accordance with the formulas below, on the terms and conditions set forth in this Performance Share Award Agreement (this “*Agreement*”).

Each Performance Share provides you an opportunity to receive shares of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”) and/or to earn a cash payment based upon attainment of the Performance Goals during the Performance Period. For purposes of this Agreement, the term “*Performance Period*” means the []-year period beginning [], and ending [] (the “*Ending Date*”) and the term “*Performance Goals*” means the attainment of the following goals:

	[Performance Goal A] ¹	[Performance Goal B]
Maximum Milestone	[]	[]
Target Milestone	[]	[]
Threshold Milestone	[]	[]

This Award shall “vest” on the date on which the Committee certifies that the Performance Goals have been satisfied or, if earlier, on the date you are otherwise entitled to receive a payment under Section 5 of this Agreement. The Target Value of each Performance Share shall be equal to the average Fair Market Value of one share of Common Stock for the ten trading days immediately prior to the Ending Date.

2. **AWARD MODIFIER.** The aggregate number of Performance Shares to vest under this Agreement is equal to the Target Number of Performance Shares set forth above multiplied by the award modifier set forth below (the “*Award Modifier*”). For purposes of this Agreement, such Performance Shares shall be referred to as the “Vested Shares”.

¹ This chart, and the use of the terms “Performance Goal A” and “Performance Goal B” throughout this model form, are for illustration purposes only. The number of separate performance goals to be used, the values and milestones attributable to each performance goal, and the specific performance criteria underlying each performance goal, will be determined by the Committee in connection with each grant of Performance Shares.

Employee

[Performance Goal A]

[]% of the Award Modifier will be determined based on [Performance Goal A].

The following table shows the requisite performance for this portion of the Award.

	<u>[Performance Goal A]</u>	<u>Award Modifier</u>
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

Performance below the threshold milestone will result in 0% Award Modifier for this portion of the award. The Award Modifier will be interpolated for performance between threshold and target milestones, and target and threshold milestone.

[Performance Goal B]

The final []% of the Award Modifier will be determined based on [Performance Goal B]. The following table shows the requisite performance for this portion of the Award.

	<u>[Performance Goal B]</u>	<u>Award Modifier</u>
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

The Committee’s determinations with respect to the Performance Period for purposes of this Agreement shall be binding upon all persons. The Committee may decrease, but may not increase the amount payable under this Agreement.

- PAYMENT.** The total value (the “Earned Amount”) owed to you in connection with this Agreement will be determined by multiplying the number of Target Shares by the Award Modifier and the average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the end of the Performance Period. Except as otherwise expressly provided herein, the total value owed to you based on the calculations set forth above will be paid to you []% in cash (the “Cash Payment”) and []% in common stock of the Company (the “Stock Issuance”).

Stock Issuance

The number of shares (if any) to be issued in connection with the Stock Issuance (the “Shares”) shall be calculated by multiplying the number of Target Shares by the Award Modifier and then multiplying this number by []%.

Employee

Cash Payment

The amount of cash (if any) to be issued in connection with the Cash Payment shall be calculated by multiplying the Earned Amount by []%.

Any amount payable to you pursuant to this Agreement will be paid to you by the legal entity that is a member of the Company Group (as defined below) and that is classified as your employer (the “Employer”) as soon as administratively practicable following the date of the Committee’s certification that the Performance Goals have been satisfied, but no later than March 15 of the calendar year following the calendar year in which the Ending Date occurs (the “Payment Date”). With respect to the Stock Issuance (if any), the Company, on behalf of the Employer, shall cause the Shares to be issued to you on the Payment Date. The Shares that may be issued to you under this Agreement, and the Cash Payment made to you under this Agreement, will be issued and made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement.

Upon the issuance of Shares pursuant to this Agreement, such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

4. EXAMPLE CALCULATION

Assume the following:

- Performance Share Grant of 1,000 shares
- Threshold, Target, and Maximum Award Modifiers of 50%, 100%, and 200% respectively
- [Performance Goal A] performance at [] (precisely halfway between the Target and Maximum Milestones)
- Performance of [] for [Performance Goal B] (precisely the Target Milestone)
- Performance Goals are equally weighted.
- Payment is to be made 50% in Cash and 50% in Common Stock
- The average Fair Market Value of the Common Stock for the ten days immediately prior to the end of the Performance Period is \$25.

The total number of Performance Shares to vest would be the following:

[Performance Goal A] Award Modifier:

500 Performance Shares x 150% Award Modifier = 750 Performance Shares

[Performance Goal B] Award Modifier:

500 Performance Shares x 100% Award Modifier = 500 Performance Shares

Total Performance Shares to vest = 750 Performance Shares + 500 Performance Shares = 1,250 Vested Shares

Employee

Example Payment of Vested Shares:

The executive will receive 50% of the award in Common Stock (625 Shares) and 50% of the award in cash. The Cash Payment will be equal to 625 Shares x the average ten day Fair Market Value of Common Stock immediately prior to the Ending Date (\$25), which results in a Cash Payment of \$15,625.

5. **SEPARATION FROM SERVICE.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “*Separation from Service*”)) from the Company Group before the Ending Date.

5.1 Separation from Service Generally. Except as otherwise expressly provided to the contrary in this Section 5, in the event of your Separation from Service before the Ending Date, all of your rights in this Agreement, including all rights to the Performance Shares granted to you, will lapse and be completely forfeited without consideration on the date of your Separation from Service.

5.2 Disability. In the event of your Separation from Service due to your Disability before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period; and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.2 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Shares or this Agreement.

5.3 Death. In the event of your Separation from Service due to your death before the Ending Date, (a) the Company will issue to your estate shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to your estate a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.3 will be paid by the Employer to your estate on the Payment Date. Such payment will be made in exchange for the Performance Shares and thereafter your estate and heirs, executors, and administrators shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations pursuant to the Performance Shares or this Agreement.

Employee

5.4 **Retirement.** In the event of your Separation from Service due to your Retirement before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.4 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Shares or this Agreement. For purposes of this Section 5.4 “Retirement” means your voluntary Separation from Service on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

6. **TAX WITHHOLDING.** To the extent that the issuance of Shares or any payment pursuant to this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company or the Employer has a withholding obligation, you shall deliver to the Company or the Employer, as applicable, at the time of such receipt, issuance, or payment, as the case may be, such amount of money as the Company or the Employer may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company or the Employer, as applicable, is authorized to withhold from any payment or issuance of shares under this Agreement, or from any cash or stock remuneration or other payment then or thereafter payable to you by the Company or the Employer, any tax required to be withheld by reason of such taxable income, wages or compensation including (without limitation) shares of Common Stock sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
7. **NONTRANSFERABILITY.** The Performance Shares and your rights under this Agreement may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company Group shall not be bound thereby.
8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Performance Shares shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to the Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **PERFORMANCE SHARES DO NOT AWARD CERTAIN RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the stock of the Company with respect to the Performance Shares that are awarded hereby. Only after Shares are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such Shares.

Employee

10. **RIGHTS TO RECEIVE DIVIDEND PAYMENTS.** Cash dividends, stock, and any other property (other than cash) distributed as a dividend or otherwise with respect to any Performance Share shall be accumulated, and shall be subject to restrictions and risk of forfeiture to the same extent as otherwise set forth in this Agreement. The combined value of any such distributions shall be paid to you at the time such restrictions and risk of forfeiture lapse.
11. **EMPLOYMENT RELATIONSHIP.** For purposes of the Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan, and the Committee's determination shall be final and binding on all persons.
12. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
13. **SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
14. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
15. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
16. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
17. **REIMBURSEMENT OF EXECUTIVE COMPENSATION IN RESTATEMENT SITUATIONS:** To the extent permitted by law, and as determined by the Board in its judgment, the Company may require reimbursement of a portion of any payment to you under this Agreement when (a) the award payment was predicated upon the achievement of certain financial results that were subsequently the subject of a material restatement; and (b) a lower payment would have been made to you based upon the restated financial results. In each such instance, the Company will, to the extent practicable, seek to recover the amount by which your cash payment for the relevant period exceeded the lower payment that would have been made based on the restated financial results. If there are multiple performance metrics and one is more readily calculable to determine whether a lower payment should have been made, then the same ratio or percentage applicable for the readily calculable metric shall be applied to the other metric(s) so that the entire award payment is recovered on a pro-rata basis to the event. No reimbursement shall be required if such material restatement was caused by or resulted from any change in accounting policy or rules.

Employee

18. **EMPLOYER LIABLE FOR PAYMENT.** Except as the Committee may determine otherwise in connection with a Change in Control, the Employer is liable for the payment of any amounts that become due under this Agreement.
19. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the Shares issued or Cash Payment made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.
20. **DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES.** Notwithstanding any other provision of this Agreement, if you are a specified employee (within the meaning of Section 409A) and the Company determines that a payment hereunder is not Permitted to be paid on the date specified without the imposition of additional taxes, interest or penalties under Section 409A, then no payments shall be made to you pursuant to this Award due to a separation from service for any reason before the earlier of the date that is six months and a day after the date on which you incur such separation from service or five business days following the date of your death.
21. **PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT.** If the Company determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 20 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.
22. **TAX-BASED PROGRAM CRITERIA.** The Plan is designed to conform to the requirements of Section 162(m) of the Internal Revenue Code, which limits the amount the Company can deduct for non-performance-based compensation. Performance-based compensation meeting the requirements of the Internal Revenue Code is not subject to this limit. The Award granted hereby is intended to meet these requirements so that the Company can deduct this element of compensation.
23. **FRACTIONAL SHARES PAID IN CASH.** In the event any share of Common Stock due hereunder is a fractional share, the Company shall pay the value of such fractional share in cash.

Employee

24. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

In accepting the award of Performance Shares set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Employee

QUANEX BUILDING PRODUCTS CORPORATION

SECTION 16 OFFICER
STOCK AND/OR CASH SETTLED
PERFORMANCE SHARE AWARD AGREEMENT

[GRANTEE NAME]
Grantee

Date of Award: << >>

Target Number of Performance Shares: << >>

AWARD OF PERFORMANCE SHARES

1. **GRANT OF PERFORMANCE SHARES.** The Compensation Committee (the “Committee”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “Company”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “Plan”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, the number of Performance Shares set forth above in accordance with the formulas below, on the terms and conditions set forth in this Performance Share Award Agreement (this “Agreement”).

Each Performance Share provides you an opportunity to receive shares of the Company’s common stock, \$0.01 par value per share (the “Common Stock”) and/or to earn a cash payment based upon attainment of the Performance Goals during the Performance Period. For purposes of this Agreement, the term “Performance Period” means the []-year period beginning [], and ending [] (the “Ending Date”) and the term “Performance Goals” means the attainment of the following goals:

	[Performance Goal A] ¹	[Performance Goal B]
Maximum Milestone	[]	[]
Target Milestone	[]	[]
Threshold Milestone	[]	[]

This Award shall “vest” on the date on which the Committee certifies that the Performance Goals have been satisfied or, if earlier, on the date you are otherwise entitled to receive a payment under Section 5 of this Agreement. The Target Value of each Performance Share shall be equal to the average Fair Market Value of one share of Common Stock for the ten trading days immediately prior to the Ending Date.

2. **AWARD MODIFIER.** The aggregate number of Performance Shares to vest under this Agreement is equal to the Target Number of Performance Shares set forth above multiplied by the award modifier set forth below (the “Award Modifier”). For purposes of this Agreement, such Performance Shares shall be referred to as the “Vested Shares”.

¹ This chart, and the use of the terms “Performance Goal A” and “Performance Goal B” throughout this model form, are for illustration purposes only. The number of separate performance goals to be used, the values and milestones attributable to each performance goal, and the specific performance criteria underlying each performance goal, will be determined by the Committee in connection with each grant of Performance Shares.

[Performance Goal A]

[]% of the Award Modifier will be determined based on [Performance Goal A].

The following table shows the requisite performance for this portion of the Award.

	<u>[Performance Goal A]</u>	<u>Award Modifier</u>
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

Performance below the threshold milestone will result in 0% Award Modifier for this portion of the award. The Award Modifier will be interpolated for performance between threshold and target milestones, and target and threshold milestone.

[Performance Goal B]

The final []% of the Award Modifier will be determined based on [Performance Goal B]. The following table shows the requisite performance for this portion of the Award.

	<u>[Performance Goal B]</u>	<u>Award Modifier</u>
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

The Committee’s determinations with respect to the Performance Period for purposes of this Agreement shall be binding upon all persons. The Committee may decrease, but may not increase the amount payable under this Agreement.

- PAYMENT.** The total value (the “*Earned Amount*”) owed to you in connection with this Agreement will be determined by multiplying the number of Target Shares by the Award Modifier and the average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the end of the Performance Period. Except as otherwise expressly provided herein, the total value owed to you based on the calculations set forth above will be paid to you []% in cash (the “*Cash Payment*”) and []% in common stock of the Company (the “*Stock Issuance*”).

Stock Issuance

The number of shares (if any) to be issued in connection with the Stock Issuance (the “*Shares*”) shall be calculated by multiplying the number of Target Shares by the Award Modifier and then multiplying this number by []%.

Section 16 Officer

Cash Payment

The amount of cash (if any) to be issued in connection with the Cash Payment shall be calculated by multiplying the Earned Amount by []%.

Any amount payable to you pursuant to this Agreement will be paid to you by the legal entity that is a member of the Company Group (as defined below) and that is classified as your employer (the “Employer”) as soon as administratively practicable following the date of the Committee’s certification that the Performance Goals have been satisfied, but no later than March 15 of the calendar year following the calendar year in which the Ending Date occurs (the “Payment Date”). With respect to the Stock Issuance (if any), the Company, on behalf of the Employer, shall cause the Shares to be issued to you on the Payment Date. The Shares that may be issued to you under this Agreement, and the Cash Payment made to you under this Agreement, will be issued and made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement.

Upon the issuance of Shares pursuant to this Agreement, such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

4. EXAMPLE CALCULATION

Assume the following:

- Performance Share Grant of 1,000 shares
- Threshold, Target, and Maximum Award Modifiers of 50%, 100%, and 200% respectively
- [Performance Goal A] performance at [] (precisely halfway between the Target and Maximum Milestones)
- Performance of [] for [Performance Goal B] (precisely the Target Milestone)
- Performance Goals are equally weighted.
- Payment is to be made 50% in Cash and 50% in Common Stock
- The average Fair Market Value of the Common Stock for the ten days immediately prior to the end of the Performance Period is \$25.

The total number of Performance Shares to vest would be the following:

[Performance Goal A] Award Modifier:

500 Performance Shares x 150% Award Modifier = 750 Performance Shares

[Performance Goal B] Award Modifier:

500 Performance Shares x 100% Award Modifier = 500 Performance Shares

Total Performance Shares to vest = 750 Performance Shares + 500 Performance Shares = 1,250 Vested Shares

Section 16 Officer

Example Payment of Vested Shares:

The executive will receive 50% of the award in Common Stock (625 Shares) and 50% of the award in cash. The Cash Payment will be equal to 625 Shares x the average ten day Fair Market Value of Common Stock immediately prior to the Ending Date (\$25), which results in a Cash Payment of \$15,625.

5. **SEPARATION FROM SERVICE/CHANGE IN CONTROL OF THE COMPANY.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “*Separation from Service*”)) from the Company Group, or a Change in Control of the Company occurs, before the Ending Date. For purposes of this Agreement, a “*Change in Control*” of the Company shall have the meaning ascribed to such term in the Change in Control Agreement between you and the Company.

5.1 **Separation from Service Generally.** Except as otherwise expressly provided to the contrary in this Section 5, in the event of your Separation from Service before the Ending Date, all of your rights in this Agreement, including all rights to the Performance Shares granted to you, will lapse and be completely forfeited without consideration on the date of your Separation from Service.

5.2 **Change in Control of the Company.** If a Change in Control of the Company occurs on or before the Ending Date, you do not incur a Separation from Service prior to that time, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then ten (10) business days after the closing date of the Change in Control of the Company, the Company or its successor will pay to you an amount in cash equal to the product of the Company’s closing stock price on the date of the Change in Control multiplied by the Target Number of Performance Shares that were awarded to you under this Agreement for the year in which the Change in Control of the Company occurs (the “*Award Target Value*”) and (b) a fraction, the numerator of which is the number of years through the closing date of the Change in Control of the Company in the Performance Period (rounded up to the nearest full year) and the denominator of which is the number of years in the current Performance Period. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Shares or this Agreement. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

5.3 **Disability.** In the event of your Separation from Service due to your Disability before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period; and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.3 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Shares or this Agreement.

Section 16 Officer

5.4 **Death.** In the event of your Separation from Service due to your death before the Ending Date, (a) the Company will issue to your estate shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to your estate a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.4 will be paid by the Employer to your estate on the Payment Date. Such payment will be made in exchange for the Performance Shares and thereafter your estate and heirs, executors, and administrators shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations pursuant to the Performance Shares or this Agreement.

5.5 **Retirement.** In the event of your Separation from Service due to your Retirement before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.5 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Shares or this Agreement. For purposes of this Section 5.5 “Retirement” means your voluntary Separation from Service on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

6. **TAX WITHHOLDING.** To the extent that the issuance of Shares or any payment pursuant to this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company or the Employer has a withholding obligation, you shall deliver to the Company or the Employer, as applicable, at the time of such receipt, issuance, or payment, as the case may be, such amount of money as the Company or the Employer may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company or the Employer, as applicable, is authorized to withhold from any payment or issuance of shares under this Agreement, or from any cash or stock remuneration or other payment then or thereafter payable to you by the Company or the Employer, any tax required to be withheld by reason of such taxable income, wages or compensation including (without limitation) shares of Common Stock sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.

Section 16 Officer

7. **NONTRANSFERABILITY.** The Performance Shares and your rights under this Agreement may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company Group shall not be bound thereby.
8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Performance Shares shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to the Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **PERFORMANCE SHARES DO NOT AWARD CERTAIN RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the stock of the Company with respect to the Performance Shares that are awarded hereby. Only after Shares are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such Shares.
10. **RIGHTS TO RECEIVE DIVIDEND PAYMENTS.** Cash dividends, stock, and any other property (other than cash) distributed as a dividend or otherwise with respect to any Performance Share shall be accumulated, and shall be subject to restrictions and risk of forfeiture to the same extent as otherwise set forth in this Agreement. The combined value of any such distributions shall be paid to you at the time such restrictions and risk of forfeiture lapse.
11. **EMPLOYMENT RELATIONSHIP.** For purposes of the Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan, and the Committee's determination shall be final and binding on all persons.
12. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
13. **SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
14. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
15. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.

Section 16 Officer

16. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
17. **REIMBURSEMENT OF EXECUTIVE COMPENSATION IN RESTATEMENT SITUATIONS:** To the extent permitted by law, and as determined by the Board in its judgment, the Company may require reimbursement of a portion of any payment to you under this Agreement when (a) the award payment was predicated upon the achievement of certain financial results that were subsequently the subject of a material restatement; and (b) a lower payment would have been made to you based upon the restated financial results. In each such instance, the Company will, to the extent practicable, seek to recover the amount by which your cash payment for the relevant period exceeded the lower payment that would have been made based on the restated financial results. If there are multiple performance metrics and one is more readily calculable to determine whether a lower payment should have been made, then the same ratio or percentage applicable for the readily calculable metric shall be applied to the other metric(s) so that the entire award payment is recovered on a pro-rata basis to the event. No reimbursement shall be required if such material restatement was caused by or resulted from any change in accounting policy or rules.
18. **EMPLOYER LIABLE FOR PAYMENT.** Except as the Committee may determine otherwise in connection with a Change in Control, the Employer is liable for the payment of any amounts that become due under this Agreement.
19. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the Shares issued or Cash Payment made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.
20. **DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF YOU ARE A SPECIFIED EMPLOYEE (WITHIN THE MEANING OF SECTION 409A) AND THE COMPANY DETERMINES THAT A PAYMENT HEREUNDER IS NOT PERMITTED TO BE PAID ON THE DATE SPECIFIED WITHOUT THE IMPOSITION OF ADDITIONAL TAXES, INTEREST OR PENALTIES UNDER SECTION 409A, THEN NO PAYMENTS SHALL BE MADE TO YOU PURSUANT TO THIS AWARD DUE TO A SEPARATION FROM SERVICE FOR ANY REASON BEFORE THE EARLIER OF THE DATE THAT IS SIX MONTHS AND A DAY AFTER THE DATE ON WHICH YOU INCUR SUCH SEPARATION FROM SERVICE OR FIVE BUSINESS DAYS FOLLOWING THE DATE OF YOUR DEATH.**

21. **PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT.** If the Company determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 20 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.
22. **TAX-BASED PROGRAM CRITERIA.** The Plan is designed to conform to the requirements of Section 162(m) of the Internal Revenue Code, which limits the amount the Company can deduct for non-performance-based compensation. Performance-based compensation meeting the requirements of the Internal Revenue Code is not subject to this limit. The Award granted hereby is intended to meet these requirements so that the Company can deduct this element of compensation.
23. **FRACTIONAL SHARES PAID IN CASH.** In the event any share of Common Stock due hereunder is a fractional share, the Company shall pay the value of such fractional share in cash.
24. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

In accepting the award of Performance Shares set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Section 16 Officer

QUANEX BUILDING PRODUCTS CORPORATION

**KEY LEADER
STOCK AND/OR CASH SETTLED
PERFORMANCE SHARE AWARD AGREEMENT**

[GRANTEE NAME]
GRANTEE

Date of Award: << >>

Target Number of Performance Shares: << >>

AWARD OF PERFORMANCE SHARES

1. **GRANT OF PERFORMANCE SHARES.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, the number of Performance Shares set forth above in accordance with the formulas below, on the terms and conditions set forth in this Performance Share Award Agreement (this “*Agreement*”).

Each Performance Share provides you an opportunity to receive shares of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”) and/or to earn a cash payment based upon attainment of the Performance Goals during the Performance Period. For purposes of this Agreement, the term “*Performance Period*” means the []-year period beginning [], and ending [] (the “*Ending Date*”) and the term “*Performance Goals*” means the attainment of the following goals:

	[Performance Goal A]	[Performance Goal B]
Maximum Milestone	[]	[]
Target Milestone	[]	[]
Threshold Milestone	[]	[]

This Award shall “vest” on the date on which the Committee certifies that the Performance Goals have been satisfied or, if earlier, on the date you are otherwise entitled to receive a payment under Section 5 of this Agreement. The Target Value of each Performance Share shall be equal to the average Fair Market Value of one share of Common Stock for the ten trading days immediately prior to the Ending Date.

- ¹ This chart, and the use of the terms “Performance Goal A” and “Performance Goal B” throughout this model form, are for illustration purposes only. The number of separate performance goals to be used, the values and milestones attributable to each performance goal, and the specific performance criteria underlying each performance goal, will be determined by the Committee in connection with each grant of Performance Shares.

Key Leader

2. **AWARD MODIFIER.** The aggregate number of Performance Shares to vest under this Agreement is equal to the Target Number of Performance Shares set forth above multiplied by the award modifier set forth below (the “Award Modifier”). For purposes of this Agreement, such Performance Shares shall be referred to as the “Vested Shares”.

[Performance Goal A]

[]% of the Award Modifier will be determined based on [Performance Goal A].

The following table shows the requisite performance for this portion of the Award.

	[Performance Goal A]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

Performance below the threshold milestone will result in 0% Award Modifier for this portion of the award. The Award Modifier will be interpolated for performance between threshold and target milestones, and target and threshold milestone.

[Performance Goal B]

The final []% of the Award Modifier will be determined based on [Performance Goal B]. The following table shows the requisite performance for this portion of the Award.

	[Performance Goal B]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

The Committee’s determinations with respect to the Performance Period for purposes of this Agreement shall be binding upon all persons. The Committee may decrease, but may not increase the amount payable under this Agreement.

3. **PAYMENT.** The total value (the “Earned Amount”) owed to you in connection with this Agreement will be determined by multiplying the number of Target Shares by the Award Modifier and the average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the end of the Performance Period. Except as otherwise expressly provided herein, the total value owed to you based on the calculations set forth above will be paid to you []% in cash (the “Cash Payment”) and []% in common stock of the Company (the “Stock Issuance”).

Stock Issuance

The number of shares (if any) to be issued in connection with the Stock Issuance (the “Shares”) shall be calculated by multiplying the number of Target Shares by the Award Modifier and then multiplying this number by []%.

Key Leader

Cash Payment

The amount of cash (if any) to be issued in connection with the Cash Payment shall be calculated by multiplying the Earned Amount by []%.

Any amount payable to you pursuant to this Agreement will be paid to you by the legal entity that is a member of the Company Group (as defined below) and that is classified as your employer (the "Employer") as soon as administratively practicable following the date of the Committee's certification that the Performance Goals have been satisfied, but no later than March 15 of the calendar year following the calendar year in which the Ending Date occurs (the "Payment Date"). With respect to the Stock Issuance (if any), the Company, on behalf of the Employer, shall cause the Shares to be issued to you on the Payment Date. The Shares that may be issued to you under this Agreement, and the Cash Payment made to you under this Agreement, will be issued and made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement.

Upon the issuance of Shares pursuant to this Agreement, such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

4. EXAMPLE CALCULATION

Assume the following:

- Performance Share Grant of 1,000 shares
- Threshold, Target, and Maximum Award Modifiers of 50%, 100%, and 200% respectively
- [Performance Goal A] performance at [] (precisely halfway between the Target and Maximum Milestones)
- Performance of [] for [Performance Goal B] (precisely the Target Milestone)
- Performance Goals are equally weighted.
- Payment is to be made 50% in Cash and 50% in Common Stock
- The average Fair Market Value of the Common Stock for the ten days immediately prior to the end of the Performance Period is \$25.

The total number of Performance Shares to vest would be the following:

[Performance Goal A] Award Modifier:

500 Performance Shares x 150% Award Modifier = 750 Performance Shares

[Performance Goal B] Award Modifier:

500 Performance Shares x 100% Award Modifier = 500 Performance Shares

Total Performance Shares to vest = 750 Performance Shares + 500 Performance Shares = 1,250 Vested Shares

Key Leader

Example Payment of Vested Shares:

The executive will receive 50% of the award in Common Stock (625 Shares) and 50% of the award in cash. The Cash Payment will be equal to 625 Shares x the average ten day Fair Market Value of Common Stock immediately prior to the Ending Date (\$25), which results in a Cash Payment of \$15,625.

5. **SEPARATION FROM SERVICE/CHANGE IN CONTROL OF THE COMPANY.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “*Separation from Service*”)) from the Company Group, or a Change in Control of the Company occurs, before the Ending Date. For purposes of this Agreement, a “*Change in Control*” of the Company shall have the meaning ascribed to such term in the Plan.

5.1 Separation from Service Generally. Except as otherwise expressly provided to the contrary in this Section 5, in the event of your Separation from Service before the Ending Date, all of your rights in this Agreement, including all rights to the Performance Shares granted to you, will lapse and be completely forfeited without consideration on the date of your Separation from Service.

5.2 Change in Control of the Company. If a Change in Control of the Company occurs on or before the Ending Date, you do not incur a Separation from Service prior to that time, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then ten (10) business days after the closing date of the Change in Control of the Company, the Company or its successor will pay to you an amount in cash equal to the product of the Company’s closing stock price on the date of the Change in Control multiplied by the Target Number of Performance Shares that were awarded to you under this Agreement for the year in which the Change in Control of the Company occurs (the “*Award Target Value*”) and (b) a fraction, the numerator of which is the number of years through the closing date of the Change in Control of the Company in the Performance Period (rounded up to the nearest full year) and the denominator of which is the number of years in the current Performance Period. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Shares or this Agreement. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

5.3 Disability. In the event of your Separation from Service due to your Disability before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period; and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.3 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Shares or this Agreement.

Key Leader

5.4 **Death.** In the event of your Separation from Service due to your death before the Ending Date, (a) the Company will issue to your estate shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to your estate a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.4 will be paid by the Employer to your estate on the Payment Date. Such payment will be made in exchange for the Performance Shares and thereafter your estate and heirs, executors, and administrators shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations pursuant to the Performance Shares or this Agreement.

5.5 **Retirement.** In the event of your Separation from Service due to your Retirement before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.5 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Shares or this Agreement. For purposes of this Section 5.5 “Retirement” means your voluntary Separation from Service on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

6. **TAX WITHHOLDING.** To the extent that the issuance of Shares or any payment pursuant to this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company or the Employer has a withholding obligation, you shall deliver to the Company or the Employer, as applicable, at the time of such receipt, issuance, or payment, as the case may be, such amount of money as the Company or the Employer may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company or the Employer, as applicable, is authorized to withhold from any payment or issuance of shares under this Agreement, or from any cash or stock remuneration or other payment then or thereafter payable to you by the Company or the Employer, any tax required to be withheld by reason of such taxable income, wages or compensation including (without limitation) shares of Common Stock sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.

Key Leader

7. **NONTRANSFERABILITY.** The Performance Shares and your rights under this Agreement may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company Group shall not be bound thereby.
8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Performance Shares shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to the Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **PERFORMANCE SHARES DO NOT AWARD CERTAIN RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the stock of the Company with respect to the Performance Shares that are awarded hereby. Only after Shares are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such Shares.
10. **RIGHTS TO RECEIVE DIVIDEND PAYMENTS.** Cash dividends, stock, and any other property (other than cash) distributed as a dividend or otherwise with respect to any Performance Share shall be accumulated, and shall be subject to restrictions and risk of forfeiture to the same extent as otherwise set forth in this Agreement. The combined value of any such distributions shall be paid to you at the time such restrictions and risk of forfeiture lapse.
11. **EMPLOYMENT RELATIONSHIP.** For purposes of the Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan, and the Committee's determination shall be final and binding on all persons.
12. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
13. **SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
14. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
15. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.

Key Leader

16. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
17. **REIMBURSEMENT OF EXECUTIVE COMPENSATION IN RESTATEMENT SITUATIONS:** To the extent permitted by law, and as determined by the Board in its judgment, the Company may require reimbursement of a portion of any payment to you under this Agreement when (a) the award payment was predicated upon the achievement of certain financial results that were subsequently the subject of a material restatement; and (b) a lower payment would have been made to you based upon the restated financial results. In each such instance, the Company will, to the extent practicable, seek to recover the amount by which your cash payment for the relevant period exceeded the lower payment that would have been made based on the restated financial results. If there are multiple performance metrics and one is more readily calculable to determine whether a lower payment should have been made, then the same ratio or percentage applicable for the readily calculable metric shall be applied to the other metric(s) so that the entire award payment is recovered on a pro-rata basis to the event. No reimbursement shall be required if such material restatement was caused by or resulted from any change in accounting policy or rules.
18. **EMPLOYER LIABLE FOR PAYMENT.** Except as the Committee may determine otherwise in connection with a Change in Control, the Employer is liable for the payment of any amounts that become due under this Agreement.
19. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the Shares issued or Cash Payment made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.
20. **DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF YOU ARE A SPECIFIED EMPLOYEE (WITHIN THE MEANING OF SECTION 409A) AND THE COMPANY DETERMINES THAT A PAYMENT HEREUNDER IS NOT PERMITTED TO BE PAID ON THE DATE SPECIFIED WITHOUT THE IMPOSITION OF ADDITIONAL TAXES, INTEREST OR PENALTIES UNDER SECTION 409A, THEN NO PAYMENTS SHALL BE MADE TO YOU PURSUANT TO THIS AWARD DUE TO A SEPARATION FROM SERVICE FOR ANY REASON BEFORE THE EARLIER OF THE DATE THAT IS SIX MONTHS AND A DAY AFTER THE DATE ON WHICH YOU INCUR SUCH SEPARATION FROM SERVICE OR FIVE BUSINESS DAYS FOLLOWING THE DATE OF YOUR DEATH.**

Key Leader

21. **PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT.** If the Company determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 20 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.
22. **TAX-BASED PROGRAM CRITERIA.** The Plan is designed to conform to the requirements of Section 162(m) of the Internal Revenue Code, which limits the amount the Company can deduct for non-performance-based compensation. Performance-based compensation meeting the requirements of the Internal Revenue Code is not subject to this limit. The Award granted hereby is intended to meet these requirements so that the Company can deduct this element of compensation.
23. **FRACTIONAL SHARES PAID IN CASH.** In the event any share of Common Stock due hereunder is a fractional share, the Company shall pay the value of such fractional share in cash.
24. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

In accepting the award of Performance Shares set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Key Leader

QUANEX BUILDING PRODUCTS CORPORATION

**DIRECTOR
STOCK AND/OR CASH SETTLED
PERFORMANCE SHARE AWARD AGREEMENT**

[GRANTEE NAME]

Grantee

Date of Award: << >>

Target Number of Performance Shares: << >>

AWARD OF PERFORMANCE SHARES

1. **GRANT OF PERFORMANCE SHARES.** The Board of Directors (the “*Board*”) of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, the number of Performance Shares set forth above in accordance with the formulas below, on the terms and conditions set forth in this Performance Share Award Agreement (this “*Agreement*”).

Each Performance Share provides you an opportunity to receive shares of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”) and/or to earn a cash payment based upon attainment of the Performance Goals during the Performance Period. For purposes of this Agreement, the term “*Performance Period*” means the []-year period beginning [], and ending [] (the “*Ending Date*”) and the term “*Performance Goals*” means the attainment of the following goals:

	[Performance Goal A] ¹	[Performance Goal B]
Maximum Milestone	[]	[]
Target Milestone	[]	[]
Threshold Milestone	[]	[]

This Award shall “vest” on the date on which the Board certifies that the Performance Goals have been satisfied or, if earlier, on the date you are otherwise entitled to receive a payment under Section 5 of this Agreement. The Target Value of each Performance Share shall be equal to the average Fair Market Value of one share of Common Stock for the ten trading days immediately prior to the Ending Date.

2. **AWARD MODIFIER.** The aggregate number of Performance Shares to vest under this Agreement is equal to the Target Number of Performance Shares set forth above multiplied by the award modifier set forth below (the “*Award Modifier*”). For purposes of this Agreement, such Performance Shares shall be referred to as the “Vested Shares”.

¹ This chart, and the use of the terms “Performance Goal A” and “Performance Goal B” throughout this model form, are for illustration purposes only. The number of separate performance goals to be used, the values and milestones attributable to each performance goal, and the specific performance criteria underlying each performance goal, will be determined by the Board in connection with each grant of Performance Shares.

Director

[Performance Goal A]

[]% of the Award Modifier will be determined based on [Performance Goal A].

The following table shows the requisite performance for this portion of the Award.

	[Performance Goal A]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

Performance below the threshold milestone will result in 0% Award Modifier for this portion of the award. The Award Modifier will be interpolated for performance between threshold and target milestones, and target and threshold milestone.

[Performance Goal B]

The final []% of the Award Modifier will be determined based on [Performance Goal B]. The following table shows the requisite performance for this portion of the Award.

	[Performance Goal B]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

The Board’s determinations with respect to the Performance Period for purposes of this Agreement shall be binding upon all persons. The Board may decrease, but may not increase the amount payable under this Agreement.

- PAYMENT.** The total value (the “*Earned Amount*”) owed to you in connection with this Agreement will be determined by multiplying the number of Target Shares by the Award Modifier and the average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the end of the Performance Period. Except as otherwise expressly provided herein, the total value owed to you based on the calculations set forth above will be paid to you []% in cash (the “*Cash Payment*”) and []% in common stock of the Company (the “*Stock Issuance*”).

Stock Issuance

The number of shares (if any) to be issued in connection with the Stock Issuance (the “*Shares*”) shall be calculated by multiplying the number of Target Shares by the Award Modifier and then multiplying this number by []%.

Cash Payment

The amount of cash (if any) to be issued in connection with the Cash Payment shall be calculated by multiplying the Earned Amount by []%.

Director

Any amount payable to you pursuant to this Agreement will be paid to you by the Company as soon as administratively practicable following the date of the Board's certification that the Performance Goals have been satisfied, but no later than March 15 of the calendar year following the calendar year in which the Ending Date occurs (the "Payment Date"). With respect to the Stock Issuance (if any), the Company shall cause the Shares to be issued to you on the Payment Date. The Shares that may be issued to you under this Agreement, and the Cash Payment made to you under this Agreement, will be issued and made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement.

Upon the issuance of Shares pursuant to this Agreement, such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

4. EXAMPLE CALCULATION

Assume the following:

- Performance Share Grant of 1,000 shares
- Threshold, Target, and Maximum Award Modifiers of 50%, 100%, and 200% respectively
- [Performance Goal A] performance at [] (precisely halfway between the Target and Maximum Milestones)
- Performance of [] for [Performance Goal B] (precisely the Target Milestone)
- Performance Goals are equally weighted.
- Payment is to be made 50% in Cash and 50% in Common Stock
- The average Fair Market Value of the Common Stock for the ten days immediately prior to the end of the Performance Period is \$25.

The total number of Performance Shares to vest would be the following:

[Performance Goal A] Award Modifier:

500 Performance Shares x 150% Award Modifier = 750 Performance Shares

[Performance Goal B] Award Modifier:

500 Performance Shares x 100% Award Modifier = 500 Performance Shares

Total Performance Shares to vest = 750 Performance Shares + 500 Performance Shares = 1,250 Vested Shares

Example Payment of Vested Shares:

The director will receive 50% of the award in Common Stock (625 Shares) and 50% of the award in cash. The Cash Payment will be equal to 625 Shares x the average ten day Fair Market Value of Common Stock immediately prior to the Ending Date (\$25), which results in a Cash Payment of \$15,625.

Director

5. **CESSATION OF BOARD MEMBERSHIP/CHANGE IN CONTROL OF THE COMPANY.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event you cease to be a member of the Board, or a Change in Control of the Company occurs, before the Ending Date. For purposes of this Agreement, a “*Change in Control*” of the Company shall have the meaning ascribed to such term in the Plan.
- 5.1 **Cessation of Board Membership.** In the event you cease to be a member of the Board for any reason before the Ending Date, (a) the Company will issue to you or your legal representative or estate shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if your membership on the Board had not ceased before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date on which your Board membership ceased, and the denominator of which is the number of days in the Performance Period; and (b) the Company will pay to you or your legal representative or estate a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if your membership on the Board had not ceased before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date on which your Board membership ceased, and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.3 will be paid by the Company to you or your legal representative or estate on the Payment Date. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company will have no further obligations to you pursuant to the Performance Shares or this Agreement.
- 5.2 **Change in Control of the Company.** If a Change in Control of the Company occurs on or before the Ending Date and while you are an active member of the Board, , then ten (10) business days after the closing date of the Change in Control of the Company, the Company or its successor will pay to you an amount in cash equal to the product of the Company’s closing stock price on the date of the Change in Control multiplied by the Target Number of Performance Shares that were awarded to you under this Agreement for the year in which the Change in Control of the Company occurs (the “*Award Target Value*”) and (b) a fraction, the numerator of which is the number of years through the closing date of the Change in Control of the Company in the Performance Period (rounded up to the nearest full year) and the denominator of which is the number of years in the current Performance Period. Such payment will be made to you in exchange for the Performance Shares and thereafter you shall have no further rights with respect to such Performance Shares or this Agreement and the Company will have no further obligations to you pursuant to the Performance Shares or this Agreement.
6. **NONTRANSFERABILITY.** The Performance Shares and your rights under this Agreement may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company shall not be bound thereby.
7. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Performance Shares shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to the Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

Director

8. **PERFORMANCE SHARES DO NOT AWARD CERTAIN RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the stock of the Company with respect to the Performance Shares that are awarded hereby. Only after Shares are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such Shares.
9. **RIGHTS TO RECEIVE DIVIDEND PAYMENTS.** Cash dividends, stock, and any other property (other than cash) distributed as a dividend or otherwise with respect to any Performance Share shall be accumulated, and shall be subject to restrictions and risk of forfeiture to the same extent as otherwise set forth in this Agreement. The combined value of any such distributions shall be paid to you at the time such restrictions and risk of forfeiture lapse.
10. **NOT A SERVICE OR EMPLOYMENT AGREEMENT.** This Agreement is not a service or employment agreement, and no provision of this Agreement shall be construed or interpreted to create a service or employment relationship between you and the Company or any Affiliate or guarantee the right to remain a Board member of or employed by the Company or any Affiliate for any specified term.
11. **SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
12. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
13. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
14. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
15. **COMPANY LIABLE FOR PAYMENT.** Except as the Board may determine otherwise in connection with a Change in Control, the Company is liable for the payment of any amounts that become due under this Agreement.
16. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the Shares issued or Cash Payment made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.

Director

17. **FRACTIONAL SHARES PAID IN CASH.** In the event any share of Common Stock due hereunder is a fractional share, the Company shall pay the value of such fractional share in cash.
18. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

In accepting the award of Performance Shares set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

QUANEX BUILDING PRODUCTS CORPORATION

[Name and Title of Executing Officer]

Director

QUANEX BUILDING PRODUCTS CORPORATION

**EMPLOYEE
STOCK AND/OR CASH SETTLED
PERFORMANCE UNIT AWARD AGREEMENT**

[GRANTEE NAME]

Grantee

Date of Award: << >>

Number of Performance Units Granted: << >>

Target Value of Performance Units: << >>

AWARD OF PERFORMANCE UNITS

1. **GRANT OF PERFORMANCE UNITS.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, the number of Performance Units set forth above in accordance with the formulas below, on the terms and conditions set forth in this Performance Unit Award Agreement (this “*Agreement*”).

Each Performance Unit provides you an opportunity to receive shares of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”) and/or to earn a cash payment based upon attainment of the Performance Goals during the Performance Period. For purposes of this Agreement, the term “*Performance Period*” means the []-year period beginning [], and ending [] (the “*Ending Date*”) and the term “*Performance Goals*” means the attainment of the following goals:

	[Performance Goal A] ¹	[Performance Goal B]
Maximum Milestone	[]	[]
Target Milestone	[]	[]
Threshold Milestone	[]	[]

This Award shall “vest” on the date on which the Committee certifies that the Performance Goals have been satisfied or, if earlier, on the date you are otherwise entitled to receive a payment under Section 5 of this Agreement. The Target Value of each Performance Unit shall be equal to \$[].

- ¹ This chart, and the use of the terms “Performance Goal A” and “Performance Goal B” throughout this model form, are for illustration purposes only. The number of separate performance goals to be used, the values and milestones attributable to each performance goal, and the specific performance criteria underlying each performance goal, will be determined by the Committee in connection with each grant of Performance Units.

Employee

2. **AWARD MODIFIER.** The value of the Performance Units granted hereby shall be the Target Value set forth above multiplied by the award modifier set forth below (the “Award Modifier”). For purposes of this Agreement, this value shall be referred to as the “Vested Value”.

[Performance Goal A]

[]% of the Award Modifier will be determined based on [Performance Goal A].

The following table shows the requisite performance for this portion of the Award.

	[Performance Goal A]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

Performance below the threshold milestone will result in 0% Award Modifier for this portion of the award. The Award Modifier will be interpolated for performance between threshold and target milestones, and target and threshold milestone.

[Performance Goal B]

The final []% of the Award Modifier will be determined based on [Performance Goal B]. The following table shows the requisite performance for this portion of the Award.

	[Performance Goal B]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

The Committee’s determinations with respect to the Performance Period for purposes of this Agreement shall be binding upon all persons. The Committee may decrease, but may not increase the amount payable under this Agreement.

3. **PAYMENT.** The total value (the “Earned Amount”) owed to you in connection with this Agreement will be determined by multiplying the number of Performance Units by the Vested Value. Except as otherwise expressly provided herein, the total value owed to you based on the calculations set forth above will be paid to you []% in cash (the “Cash Payment”) and []% in common stock of the Company (the “Stock Issuance”).

Stock Issuance

The number of shares (if any) to be issued in connection with the Stock Issuance (the “Shares”) shall be calculated by multiplying the Earned Amount by []%, and then dividing this number by the average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the Ending Date.

Employee

Cash Payment

The amount of cash (if any) to be issued in connection with the Cash Payment shall be calculated by multiplying the Earned Amount by []%.

Any amount payable to you pursuant to this Agreement will be paid to you by the legal entity that is a member of the Company Group (as defined below) and that is classified as your employer (the "Employer") as soon as administratively practicable following the date of the Committee's certification that the Performance Goals have been satisfied, but no later than March 15 of the calendar year following the calendar year in which the Ending Date occurs (the "Payment Date"). With respect to the Stock Issuance (if any), the Company, on behalf of the Employer, shall cause the Shares to be issued to you on the Payment Date. The Shares that may be issued to you under this Agreement, and the Cash Payment made to you under this Agreement, will be issued and made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement.

Upon the issuance of Shares pursuant to this Agreement, such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

4. EXAMPLE CALCULATION

Assume the following:

- Performance Unit Grant of 1,000 units
- Threshold, Target, and Maximum Award Modifiers of 50%, 100%, and 200% respectively
- [Performance Goal A] performance at [] (precisely halfway between the Target and Maximum Milestones)
- Performance of [] for [Performance Goal B] (precisely the Target Milestone)
- Performance Goals are equally weighted.
- Payment is to be made 50% in Cash and 50% in Common Stock
- Target Value is \$100
- The average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the Ending Date is \$25

The total value of Performance Units to vest would be the following:

[Performance Goal A] Award Modifier:

500 Performance Units x 150% Award Modifier x \$100 = \$75,000 in value

[Performance Goal B] Award Modifier:

500 Performance Units x 100% Award Modifier x \$100 = \$50,000 in value

Employee

Total Value of Vested Performance Units = \$125,000

Example Payment of Performance Unit Value

The executive will receive \$62,500 in cash. The executive will also receive 2,500 shares of Common Stock (\$62,500 in value divided by \$25 average Fair Market Value of Common Stock).

5. **SEPARATION FROM SERVICE/CHANGE IN CONTROL OF THE COMPANY.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “*Separation from Service*”)) from the Company Group before the Ending Date.

5.1 **Separation from Service Generally.** Except as otherwise expressly provided to the contrary in this Section 5, in the event of your Separation from Service before the Ending Date, all of your rights in this Agreement, including all rights to the Performance Units granted to you, will lapse and be completely forfeited without consideration on the date of your Separation from Service.

5.2 **Disability.** In the event of your Separation from Service due to your Disability before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period; and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.2 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Units or this Agreement.

5.3 **Death.** In the event of your Separation from Service due to your death before the Ending Date, (a) the Company will issue to your estate shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to your estate a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.3 will be paid by the Employer to your estate on the Payment Date. Such payment will be made in exchange for the Performance Units and thereafter your estate and heirs, executors, and administrators shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations pursuant to the Performance Units or this Agreement.

Employee

5.4 **Retirement.** In the event of your Separation from Service due to your Retirement before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.4 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Units or this Agreement. For purposes of this Section 5.4 “*Retirement*” means your voluntary Separation from Service on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

6. **TAX WITHHOLDING.** To the extent that the issuance of Shares or any payment pursuant to this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company or the Employer has a withholding obligation, you shall deliver to the Company or the Employer, as applicable, at the time of such receipt, issuance, or payment, as the case may be, such amount of money as the Company or the Employer may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company or the Employer, as applicable, is authorized to withhold from any payment or issuance of shares under this Agreement, or from any cash or stock remuneration or other payment then or thereafter payable to you by the Company or the Employer, any tax required to be withheld by reason of such taxable income, wages or compensation including (without limitation) shares of Common Stock sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
7. **NONTRANSFERABILITY.** The Performance Units and your rights under this Agreement may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company Group shall not be bound thereby.
8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Performance Units shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to the Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **PERFORMANCE UNITS DO NOT AWARD CERTAIN RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the stock of the Company with respect to the Performance Units that are awarded hereby. Only after Shares are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such Shares.

Employee

10. **RIGHTS TO RECEIVE DIVIDEND PAYMENTS.** Cash dividends, stock, and any other property (other than cash) distributed as a dividend or otherwise with respect to any Performance Unit shall be accumulated, and shall be subject to restrictions and risk of forfeiture to the same extent as otherwise set forth in this Agreement. The combined value of any such distributions shall be paid to you at the time such restrictions and risk of forfeiture lapse.
11. **EMPLOYMENT RELATIONSHIP.** For purposes of the Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan, and the Committee's determination shall be final and binding on all persons.
12. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
13. **SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
14. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
15. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
16. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
17. **REIMBURSEMENT OF EXECUTIVE COMPENSATION IN RESTATEMENT SITUATIONS:** To the extent permitted by law, and as determined by the Board in its judgment, the Company may require reimbursement of a portion of any payment to you under this Agreement when (a) the award payment was predicated upon the achievement of certain financial results that were subsequently the subject of a material restatement; and (b) a lower payment would have been made to you based upon the restated financial results. In each such instance, the Company will, to the extent practicable, seek to recover the amount by which your cash payment for the relevant period exceeded the lower payment that would have been made based on the restated financial results. If there are multiple performance metrics and one is more readily calculable to determine whether a lower payment should have been made, then the same ratio or percentage applicable for the readily calculable metric shall be applied to the other metric(s) so that the entire award payment is recovered on a pro-rata basis to the event. No reimbursement shall be required if such material restatement was caused by or resulted from any change in accounting policy or rules.

Employee

18. **EMPLOYER LIABLE FOR PAYMENT.** Except as the Committee may determine otherwise in connection with a Change in Control, the Employer is liable for the payment of any amounts that become due under this Agreement.
19. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the Shares issued or Cash Payment made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.
20. **DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF YOU ARE A SPECIFIED EMPLOYEE (WITHIN THE MEANING OF SECTION 409A) AND THE COMPANY DETERMINES THAT A PAYMENT HEREUNDER IS NOT PERMITTED TO BE PAID ON THE DATE SPECIFIED WITHOUT THE IMPOSITION OF ADDITIONAL TAXES, INTEREST OR PENALTIES UNDER SECTION 409A, THEN NO PAYMENTS SHALL BE MADE TO YOU PURSUANT TO THIS AWARD DUE TO A SEPARATION FROM SERVICE FOR ANY REASON BEFORE THE EARLIER OF THE DATE THAT IS SIX MONTHS AND A DAY AFTER THE DATE ON WHICH YOU INCUR SUCH SEPARATION FROM SERVICE OR FIVE BUSINESS DAYS FOLLOWING THE DATE OF YOUR DEATH.**
21. **PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT.** If the Company determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 20 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.
22. **TAX-BASED PROGRAM CRITERIA.** The Plan is designed to conform to the requirements of Section 162(m) of the Internal Revenue Code, which limits the amount the Company can deduct for non-performance-based compensation. Performance-based compensation meeting the requirements of the Internal Revenue Code is not subject to this limit. The Award granted hereby is intended to meet these requirements so that the Company can deduct this element of compensation.
23. **FRACTIONAL SHARES PAID IN CASH.** In the event any share of Common Stock due hereunder is a fractional share, the Company shall pay the value of such fractional share in cash.

Employee

24. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

In accepting the award of Performance Units set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

**QUANEX BUILDING
PRODUCTS CORPORATION**

[Name and Title of Executing Officer]

Employee

QUANEX BUILDING PRODUCTS CORPORATION

**SECTION 16 OFFICER
STOCK AND/OR CASH SETTLED
PERFORMANCE UNIT AWARD AGREEMENT**

[GRANTEE NAME]

Grantee

Date of Award: << >>

Number of Performance Units Granted: << >>

Target Value of Performance Units: << >>

AWARD OF PERFORMANCE UNITS

1. **GRANT OF PERFORMANCE UNITS.** The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, the number of Performance Units set forth above in accordance with the formulas below, on the terms and conditions set forth in this Performance Unit Award Agreement (this “*Agreement*”).

Each Performance Unit provides you an opportunity to receive shares of the Company’s common stock, \$0.01 par value per share (the “*Common Stock*”) and/or to earn a cash payment based upon attainment of the Performance Goals during the Performance Period. For purposes of this Agreement, the term “*Performance Period*” means the []-year period beginning [], and ending [] (the “*Ending Date*”) and the term “*Performance Goals*” means the attainment of the following goals:

	[Performance Goal A] ¹	[Performance Goal B]
Maximum Milestone	[]	[]
Target Milestone	[]	[]
Threshold Milestone	[]	[]

This Award shall “vest” on the date on which the Committee certifies that the Performance Goals have been satisfied or, if earlier, on the date you are otherwise entitled to receive a payment under Section 5 of this Agreement. The Target Value of each Performance Unit shall be equal to \$[].

- ¹ This chart, and the use of the terms “Performance Goal A” and “Performance Goal B” throughout this model form, are for illustration purposes only. The number of separate performance goals to be used, the values and milestones attributable to each performance goal, and the specific performance criteria underlying each performance goal, will be determined by the Committee in connection with each grant of Performance Units.

Section 16 Officer

2. **AWARD MODIFIER.** The value of the Performance Units granted hereby shall be the Target Value set forth above multiplied by the award modifier set forth below (the “Award Modifier”). For purposes of this Agreement, this value shall be referred to as the “Vested Value”.

[Performance Goal A]

[]% of the Award Modifier will be determined based on [Performance Goal A].

The following table shows the requisite performance for this portion of the Award.

	[Performance Goal A]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

Performance below the threshold milestone will result in 0% Award Modifier for this portion of the award. The Award Modifier will be interpolated for performance between threshold and target milestones, and target and threshold milestone.

[Performance Goal B]

The final []% of the Award Modifier will be determined based on [Performance Goal B]. The following table shows the requisite performance for this portion of the Award.

	[Performance Goal B]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

The Committee’s determinations with respect to the Performance Period for purposes of this Agreement shall be binding upon all persons. The Committee may decrease, but may not increase the amount payable under this Agreement.

3. **PAYMENT.** The total value (the “Earned Amount”) owed to you in connection with this Agreement will be determined by multiplying the number of Performance Units by the Vested Value. Except as otherwise expressly provided herein, the total value owed to you based on the calculations set forth above will be paid to you []% in cash (the “Cash Payment”) and []% in common stock of the Company (the “Stock Issuance”).

Stock Issuance

The number of shares (if any) to be issued in connection with the Stock Issuance (the “Shares”) shall be calculated by multiplying the Earned Amount by []%, and then dividing this number by the average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the Ending Date.

Section 16 Officer

Cash Payment

The amount of cash (if any) to be issued in connection with the Cash Payment shall be calculated by multiplying the Earned Amount by []%.

Any amount payable to you pursuant to this Agreement will be paid to you by the legal entity that is a member of the Company Group (as defined below) and that is classified as your employer (the "Employer") as soon as administratively practicable following the date of the Committee's certification that the Performance Goals have been satisfied, but no later than March 15 of the calendar year following the calendar year in which the Ending Date occurs (the "Payment Date"). With respect to the Stock Issuance (if any), the Company, on behalf of the Employer, shall cause the Shares to be issued to you on the Payment Date. The Shares that may be issued to you under this Agreement, and the Cash Payment made to you under this Agreement, will be issued and made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement.

Upon the issuance of Shares pursuant to this Agreement, such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

4. EXAMPLE CALCULATION

Assume the following:

- Performance Unit Grant of 1,000 units
- Threshold, Target, and Maximum Award Modifiers of 50%, 100%, and 200% respectively
- [Performance Goal A] performance at [] (precisely halfway between the Target and Maximum Milestones)
- Performance of [] for [Performance Goal B] (precisely the Target Milestone)
- Performance Goals are equally weighted.
- Payment is to be made 50% in Cash and 50% in Common Stock
- Target Value is \$100
- The average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the Ending Date is \$25

The total value of Performance Units to vest would be the following:

[Performance Goal A] Award Modifier:

500 Performance Units x 150% Award Modifier x \$100 = \$75,000 in value

[Performance Goal B] Award Modifier:

500 Performance Units x 100% Award Modifier x \$100 = \$50,000 in value

Section 16 Officer

Total Value of Vested Performance Units = \$125,000

Example Payment of Performance Unit Value

The executive will receive \$62,500 in cash. The executive will also receive 2,500 shares of Common Stock (\$62,500 in value divided by \$25 average Fair Market Value of Common Stock).

5. **SEPARATION FROM SERVICE/CHANGE IN CONTROL OF THE COMPANY.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “*Separation from Service*”)) from the Company Group, or a Change in Control of the Company occurs, before the Ending Date. For purposes of this Agreement, a “*Change in Control*” of the Company shall have the meaning ascribed to such term in the Change in Control Agreement between you and the Company.

5.1 **Separation from Service Generally.** Except as otherwise expressly provided to the contrary in this Section 5, in the event of your Separation from Service before the Ending Date, all of your rights in this Agreement, including all rights to the Performance Units granted to you, will lapse and be completely forfeited without consideration on the date of your Separation from Service.

5.2 **Change in Control of the Company.** If a Change in Control of the Company occurs on or before the Ending Date, you do not incur a Separation from Service prior to that time, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then ten (10) business days after the closing date of the Change in Control of the Company, the Company or its successor will pay to you an amount in cash equal to the product of the Company’s closing stock price on the date of the Change in Control multiplied by the number of Performance Units that were awarded to you under this Agreement for the year in which the Change in Control of the Company occurs (the “*Award Target Value*”) and (b) a fraction, the numerator of which is the number of years through the closing date of the Change in Control of the Company in the Performance Period (rounded up to the nearest full year) and the denominator of which is the number of years in the current Performance Period. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Units or this Agreement. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

5.3 **Disability.** In the event of your Separation from Service due to your Disability before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period; and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.3 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Units or this Agreement.

Section 16 Officer

5.4 **Death.** In the event of your Separation from Service due to your death before the Ending Date, (a) the Company will issue to your estate shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to your estate a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.4 will be paid by the Employer to your estate on the Payment Date. Such payment will be made in exchange for the Performance Units and thereafter your estate and heirs, executors, and administrators shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations pursuant to the Performance Units or this Agreement.

5.5 **Retirement.** In the event of your Separation from Service due to your Retirement before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.5 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Units or this Agreement. For purposes of this Section 5.5 “*Retirement*” means your voluntary Separation from Service on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

6. **TAX WITHHOLDING.** To the extent that the issuance of Shares or any payment pursuant to this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company or the Employer has a withholding obligation, you shall deliver to the Company or the Employer, as applicable, at the time of such receipt, issuance, or payment, as the case may be, such amount of money as the Company or the Employer may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company or the Employer, as applicable, is authorized to withhold from any payment or issuance of shares under this Agreement, or from any cash or stock remuneration or other payment then or thereafter payable to you by the Company or the Employer, any tax required to be withheld by reason of such taxable income, wages or compensation including (without limitation) shares of Common Stock sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.

Section 16 Officer

7. **NONTRANSFERABILITY.** The Performance Units and your rights under this Agreement may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company Group shall not be bound thereby.
8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Performance Units shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to the Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **PERFORMANCE UNITS DO NOT AWARD CERTAIN RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the stock of the Company with respect to the Performance Units that are awarded hereby. Only after Shares are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such Shares.
10. **RIGHTS TO RECEIVE DIVIDEND PAYMENTS.** Cash dividends, stock, and any other property (other than cash) distributed as a dividend or otherwise with respect to any Performance Unit shall be accumulated, and shall be subject to restrictions and risk of forfeiture to the same extent as otherwise set forth in this Agreement. The combined value of any such distributions shall be paid to you at the time such restrictions and risk of forfeiture lapse.
11. **EMPLOYMENT RELATIONSHIP.** For purposes of the Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan, and the Committee's determination shall be final and binding on all persons.
12. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
13. **SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
14. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
15. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.

Section 16 Officer

16. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
17. **REIMBURSEMENT OF EXECUTIVE COMPENSATION IN RESTATEMENT SITUATIONS:** To the extent permitted by law, and as determined by the Board in its judgment, the Company may require reimbursement of a portion of any payment to you under this Agreement when (a) the award payment was predicated upon the achievement of certain financial results that were subsequently the subject of a material restatement; and (b) a lower payment would have been made to you based upon the restated financial results. In each such instance, the Company will, to the extent practicable, seek to recover the amount by which your cash payment for the relevant period exceeded the lower payment that would have been made based on the restated financial results. If there are multiple performance metrics and one is more readily calculable to determine whether a lower payment should have been made, then the same ratio or percentage applicable for the readily calculable metric shall be applied to the other metric(s) so that the entire award payment is recovered on a pro-rata basis to the event. No reimbursement shall be required if such material restatement was caused by or resulted from any change in accounting policy or rules.
18. **EMPLOYER LIABLE FOR PAYMENT.** Except as the Committee may determine otherwise in connection with a Change in Control, the Employer is liable for the payment of any amounts that become due under this Agreement.
19. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the Shares issued or Cash Payment made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.
20. **DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF YOU ARE A SPECIFIED EMPLOYEE (WITHIN THE MEANING OF SECTION 409A) AND THE COMPANY DETERMINES THAT A PAYMENT HEREUNDER IS NOT PERMITTED TO BE PAID ON THE DATE SPECIFIED WITHOUT THE IMPOSITION OF ADDITIONAL TAXES, INTEREST OR PENALTIES UNDER SECTION 409A, THEN NO PAYMENTS SHALL BE MADE TO YOU PURSUANT TO THIS AWARD DUE TO A SEPARATION FROM SERVICE FOR ANY REASON BEFORE THE EARLIER OF THE DATE THAT IS SIX MONTHS AND A DAY AFTER THE DATE ON WHICH YOU INCUR SUCH SEPARATION FROM SERVICE OR FIVE BUSINESS DAYS FOLLOWING THE DATE OF YOUR DEATH.**

Section 16 Officer

21. **PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT.** If the Company determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 20 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.
22. **TAX-BASED PROGRAM CRITERIA.** The Plan is designed to conform to the requirements of Section 162(m) of the Internal Revenue Code, which limits the amount the Company can deduct for non-performance-based compensation. Performance-based compensation meeting the requirements of the Internal Revenue Code is not subject to this limit. The Award granted hereby is intended to meet these requirements so that the Company can deduct this element of compensation.
23. **FRACTIONAL SHARES PAID IN CASH.** In the event any share of Common Stock due hereunder is a fractional share, the Company shall pay the value of such fractional share in cash.
24. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

In accepting the award of Performance Units set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

**QUANEX BUILDING
PRODUCTS CORPORATION**

[Name and Title of Executing Officer]

Section 16 Officer

QUANEX BUILDING PRODUCTS CORPORATION

KEY LEADER
STOCK AND/OR CASH SETTLED
PERFORMANCE UNIT AWARD AGREEMENT

[GRANTEE NAME]
Grantee

Date of Award: << >>
Number of Performance Units Granted: << >>
Target Value of Performance Units: << >>

AWARD OF PERFORMANCE UNITS

1. GRANT OF PERFORMANCE UNITS. The Compensation Committee (the "Committee") of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the "Company"), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the "Plan"), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, the number of Performance Units set forth above in accordance with the formulas below, on the terms and conditions set forth in this Performance Unit Award Agreement (this "Agreement").

Each Performance Unit provides you an opportunity to receive shares of the Company's common stock, \$0.01 par value per share (the "Common Stock") and/or to earn a cash payment based upon attainment of the Performance Goals during the Performance Period. For purposes of this Agreement, the term "Performance Period" means the []-year period beginning [], and ending [] (the "Ending Date") and the term "Performance Goals" means the attainment of the following goals:

Table with 3 columns: Milestone Type, [Performance Goal A]1, [Performance Goal B]. Rows include Maximum Milestone, Target Milestone, and Threshold Milestone.

This Award shall "vest" on the date on which the Committee certifies that the Performance Goals have been satisfied or, if earlier, on the date you are otherwise entitled to receive a payment under Section 5 of this Agreement. The Target Value of each Performance Unit shall be equal to \$[].

1 This chart, and the use of the terms "Performance Goal A" and "Performance Goal B" throughout this model form, are for illustration purposes only. The number of separate performance goals to be used, the values and milestones attributable to each performance goal, and the specific performance criteria underlying each performance goal, will be determined by the Committee in connection with each grant of Performance Units.

Key Leader

2. **AWARD MODIFIER.** The value of the Performance Units granted hereby shall be the Target Value set forth above multiplied by the award modifier set forth below (the “Award Modifier”). For purposes of this Agreement, this value shall be referred to as the “Vested Value”.

[Performance Goal A]

[]% of the Award Modifier will be determined based on [Performance Goal A].

The following table shows the requisite performance for this portion of the Award.

	[Performance Goal A]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

Performance below the threshold milestone will result in 0% Award Modifier for this portion of the award. The Award Modifier will be interpolated for performance between threshold and target milestones, and target and threshold milestone.

[Performance Goal B]

The final []% of the Award Modifier will be determined based on [Performance Goal B]. The following table shows the requisite performance for this portion of the Award.

	[Performance Goal B]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

The Committee’s determinations with respect to the Performance Period for purposes of this Agreement shall be binding upon all persons. The Committee may decrease, but may not increase the amount payable under this Agreement.

3. **PAYMENT.** The total value (the “Earned Amount”) owed to you in connection with this Agreement will be determined by multiplying the number of Performance Units by the Vested Value. Except as otherwise expressly provided herein, the total value owed to you based on the calculations set forth above will be paid to you []% in cash (the “Cash Payment”) and []% in common stock of the Company (the “Stock Issuance”).

Stock Issuance

The number of shares (if any) to be issued in connection with the Stock Issuance (the “Shares”) shall be calculated by multiplying the Earned Amount by []%, and then dividing this number by the average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the Ending Date.

Key Leader

Cash Payment

The amount of cash (if any) to be issued in connection with the Cash Payment shall be calculated by multiplying the Earned Amount by []%.

Any amount payable to you pursuant to this Agreement will be paid to you by the legal entity that is a member of the Company Group (as defined below) and that is classified as your employer (the "Employer") as soon as administratively practicable following the date of the Committee's certification that the Performance Goals have been satisfied, but no later than March 15 of the calendar year following the calendar year in which the Ending Date occurs (the "Payment Date"). With respect to the Stock Issuance (if any), the Company, on behalf of the Employer, shall cause the Shares to be issued to you on the Payment Date. The Shares that may be issued to you under this Agreement, and the Cash Payment made to you under this Agreement, will be issued and made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement.

Upon the issuance of Shares pursuant to this Agreement, such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

4. EXAMPLE CALCULATION

Assume the following:

- Performance Unit Grant of 1,000 units
- Threshold, Target, and Maximum Award Modifiers of 50%, 100%, and 200% respectively
- [Performance Goal A] performance at [] (precisely halfway between the Target and Maximum Milestones)
- Performance of [] for [Performance Goal B] (precisely the Target Milestone)
- Performance Goals are equally weighted.
- Payment is to be made 50% in Cash and 50% in Common Stock
- Target Value is \$100
- The average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the Ending Date is \$25

The total value of Performance Units to vest would be the following:

[Performance Goal A] Award Modifier:

500 Performance Units x 150% Award Modifier x \$100 = \$75,000 in value

[Performance Goal B] Award Modifier:

500 Performance Units x 100% Award Modifier x \$100 = \$50,000 in value

Key Leader

Total Value of Vested Performance Units = \$125,000

Example Payment of Performance Unit Value

The executive will receive \$62,500 in cash. The executive will also receive 2,500 shares of Common Stock (\$62,500 in value divided by \$25 average Fair Market Value of Common Stock).

5. **SEPARATION FROM SERVICE/CHANGE IN CONTROL OF THE COMPANY.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “*Separation from Service*”)) from the Company Group, or a Change in Control of the Company occurs, before the Ending Date. For purposes of this Agreement, a “*Change in Control*” of the Company shall have the meaning ascribed to such term in the Plan.

5.1 **Separation from Service Generally.** Except as otherwise expressly provided to the contrary in this Section 5, in the event of your Separation from Service before the Ending Date, all of your rights in this Agreement, including all rights to the Performance Units granted to you, will lapse and be completely forfeited without consideration on the date of your Separation from Service.

5.2 **Change in Control of the Company.** If a Change in Control of the Company occurs on or before the Ending Date, you do not incur a Separation from Service prior to that time, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then ten (10) business days after the closing date of the Change in Control of the Company, the Company or its successor will pay to you an amount in cash equal to the product of the Company’s closing stock price on the date of the Change in Control multiplied by the number of Performance Units that were awarded to you under this Agreement for the year in which the Change in Control of the Company occurs (the “*Award Target Value*”) and (b) a fraction, the numerator of which is the number of years through the closing date of the Change in Control of the Company in the Performance Period (rounded up to the nearest full year) and the denominator of which is the number of years in the current Performance Period. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Units or this Agreement. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

5.3 **Disability.** In the event of your Separation from Service due to your Disability before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period; and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.3 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Units or this Agreement.

Key Leader

5.4 **Death.** In the event of your Separation from Service due to your death before the Ending Date, (a) the Company will issue to your estate shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to your estate a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not died before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your death and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.4 will be paid by the Employer to your estate on the Payment Date. Such payment will be made in exchange for the Performance Units and thereafter your estate and heirs, executors, and administrators shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations pursuant to the Performance Units or this Agreement.

5.5 **Retirement.** In the event of your Separation from Service due to your Retirement before the Ending Date, (a) the Company will issue to you shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if you had not if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period and (b) the Employer will pay to you a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if you had not incurred a Separation from Service before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.5 will be paid by the Employer to you on the Payment Date. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Units or this Agreement. For purposes of this Section 5.5 “*Retirement*” means your voluntary Separation from Service on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

6. **TAX WITHHOLDING.** To the extent that the issuance of Shares or any payment pursuant to this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company or the Employer has a withholding obligation, you shall deliver to the Company or the Employer, as applicable, at the time of such receipt, issuance, or payment, as the case may be, such amount of money as the Company or the Employer may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company or the Employer, as applicable, is authorized to withhold from any payment or issuance of shares under this Agreement, or from any cash or stock remuneration or other payment then or thereafter payable to you by the Company or the Employer, any tax required to be withheld by reason of such taxable income, wages or compensation including (without limitation) shares of Common Stock sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.

Key Leader

7. **NONTRANSFERABILITY.** The Performance Units and your rights under this Agreement may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company Group shall not be bound thereby.
8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Performance Units shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to the Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **PERFORMANCE UNITS DO NOT AWARD CERTAIN RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the stock of the Company with respect to the Performance Units that are awarded hereby. Only after Shares are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such Shares.
10. **RIGHTS TO RECEIVE DIVIDEND PAYMENTS.** Cash dividends, stock, and any other property (other than cash) distributed as a dividend or otherwise with respect to any Performance Unit shall be accumulated, and shall be subject to restrictions and risk of forfeiture to the same extent as otherwise set forth in this Agreement. The combined value of any such distributions shall be paid to you at the time such restrictions and risk of forfeiture lapse.
11. **EMPLOYMENT RELATIONSHIP.** For purposes of the Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan, and the Committee's determination shall be final and binding on all persons.
12. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.
13. **SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
14. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
15. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.

Key Leader

16. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
17. **REIMBURSEMENT OF EXECUTIVE COMPENSATION IN RESTATEMENT SITUATIONS:** To the extent permitted by law, and as determined by the Board in its judgment, the Company may require reimbursement of a portion of any payment to you under this Agreement when (a) the award payment was predicated upon the achievement of certain financial results that were subsequently the subject of a material restatement; and (b) a lower payment would have been made to you based upon the restated financial results. In each such instance, the Company will, to the extent practicable, seek to recover the amount by which your cash payment for the relevant period exceeded the lower payment that would have been made based on the restated financial results. If there are multiple performance metrics and one is more readily calculable to determine whether a lower payment should have been made, then the same ratio or percentage applicable for the readily calculable metric shall be applied to the other metric(s) so that the entire award payment is recovered on a pro-rata basis to the event. No reimbursement shall be required if such material restatement was caused by or resulted from any change in accounting policy or rules.
18. **EMPLOYER LIABLE FOR PAYMENT.** Except as the Committee may determine otherwise in connection with a Change in Control, the Employer is liable for the payment of any amounts that become due under this Agreement.
19. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the Shares issued or Cash Payment made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.
20. **DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF YOU ARE A SPECIFIED EMPLOYEE (WITHIN THE MEANING OF SECTION 409A) AND THE COMPANY DETERMINES THAT A PAYMENT HEREUNDER IS NOT PERMITTED TO BE PAID ON THE DATE SPECIFIED WITHOUT THE IMPOSITION OF ADDITIONAL TAXES, INTEREST OR PENALTIES UNDER SECTION 409A, THEN NO PAYMENTS SHALL BE MADE TO YOU PURSUANT TO THIS AWARD DUE TO A SEPARATION FROM SERVICE FOR ANY REASON BEFORE THE EARLIER OF THE DATE THAT IS SIX MONTHS AND A DAY AFTER THE DATE ON WHICH YOU INCUR SUCH SEPARATION FROM SERVICE OR FIVE BUSINESS DAYS FOLLOWING THE DATE OF YOUR DEATH.**

Key Leader

21. **PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT.** If the Company determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 20 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.
22. **TAX-BASED PROGRAM CRITERIA.** The Plan is designed to conform to the requirements of Section 162(m) of the Internal Revenue Code, which limits the amount the Company can deduct for non-performance-based compensation. Performance-based compensation meeting the requirements of the Internal Revenue Code is not subject to this limit. The Award granted hereby is intended to meet these requirements so that the Company can deduct this element of compensation.
23. **FRACTIONAL SHARES PAID IN CASH.** In the event any share of Common Stock due hereunder is a fractional share, the Company shall pay the value of such fractional share in cash.
24. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “you” and “your” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

In accepting the award of Performance Units set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

**QUANEX BUILDING
PRODUCTS CORPORATION**

[Name and Title of Executing Officer]

Key Leader

QUANEX BUILDING PRODUCTS CORPORATION

DIRECTOR
STOCK AND/OR CASH SETTLED
PERFORMANCE UNIT AWARD AGREEMENT

[GRANTEE NAME]
Grantee

Date of Award: << >>
Number of Performance Units Granted: << >>
Target Value of Performance Units: << >>

AWARD OF PERFORMANCE UNITS

1. **GRANT OF PERFORMANCE UNITS.** The Board of Directors (the “Board”) of Quanex Building Products Corporation, a Delaware corporation (the “Company”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “Plan”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, the number of Performance Units set forth above in accordance with the formulas below, on the terms and conditions set forth in this Performance Unit Award Agreement (this “Agreement”).

Each Performance Unit provides you an opportunity to receive shares of the Company’s common stock, \$0.01 par value per share (the “Common Stock”) and/or to earn a cash payment based upon attainment of the Performance Goals during the Performance Period. For purposes of this Agreement, the term “Performance Period” means the []-year period beginning [], and ending [] (the “Ending Date”) and the term “Performance Goals” means the attainment of the following goals:

	[Performance Goal A] ¹	[Performance Goal B]
Maximum Milestone	[]	[]
Target Milestone	[]	[]
Threshold Milestone	[]	[]

This Award shall “vest” on the date on which the Board certifies that the Performance Goals have been satisfied or, if earlier, on the date you are otherwise entitled to receive a payment under Section 5 of this Agreement. The Target Value of each Performance Unit shall be equal to \$[].

¹ This chart, and the use of the terms “Performance Goal A” and “Performance Goal B” throughout this model form, are for illustration purposes only. The number of separate performance goals to be used, the values and milestones attributable to each performance goal, and the specific performance criteria underlying each performance goal, will be determined by the Board in connection with each grant of Performance Units.

Director

2. **AWARD MODIFIER.** The value of the Performance Units granted hereby shall be the Target Value set forth above multiplied by the award modifier set forth below (the “Award Modifier”). For purposes of this Agreement, this value shall be referred to as the “Vested Value”.

[Performance Goal A]

[]% of the Award Modifier will be determined based on [Performance Goal A].

The following table shows the requisite performance for this portion of the Award.

	[Performance Goal A]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

Performance below the threshold milestone will result in 0% Award Modifier for this portion of the award. The Award Modifier will be interpolated for performance between threshold and target milestones, and target and threshold milestone.

[Performance Goal B]

The final []% of the Award Modifier will be determined based on [Performance Goal B]. The following table shows the requisite performance for this portion of the Award.

	[Performance Goal B]	Award Modifier
Maximum Milestone	[]	[]%
Target Milestone	[]	[]%
Threshold Milestone	[]	[]%

The Board’s determinations with respect to the Performance Period for purposes of this Agreement shall be binding upon all persons. The Board may decrease, but may not increase the amount payable under this Agreement.

3. **PAYMENT.** The total value (the “Earned Amount”) owed to you in connection with this Agreement will be determined by multiplying the number of Performance Units by the Vested Value. Except as otherwise expressly provided herein, the total value owed to you based on the calculations set forth above will be paid to you []% in cash (the “Cash Payment”) and []% in common stock of the Company (the “Stock Issuance”).

Stock Issuance

The number of shares (if any) to be issued in connection with the Stock Issuance (the “Shares”) shall be calculated by multiplying the Earned Amount by []%, and then dividing this number by the average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the Ending Date.

Director

Cash Payment

The amount of cash (if any) to be issued in connection with the Cash Payment shall be calculated by multiplying the Earned Amount by []%.

Any amount payable to you pursuant to this Agreement will be paid to you by the Company as soon as administratively practicable following the date of the Board's certification that the Performance Goals have been satisfied, but no later than March 15 of the calendar year following the calendar year in which the Ending Date occurs (the "Payment Date"). With respect to the Stock Issuance (if any), the Company shall cause the Shares to be issued to you on the Payment Date. The Shares that may be issued to you under this Agreement, and the Cash Payment made to you under this Agreement, will be issued and made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement.

Upon the issuance of Shares pursuant to this Agreement, such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law).

4. EXAMPLE CALCULATION

Assume the following:

- Performance Unit Grant of 1,000 units
- Threshold, Target, and Maximum Award Modifiers of 50%, 100%, and 200% respectively
- [Performance Goal A] performance at [] (precisely halfway between the Target and Maximum Milestones)
- Performance of [] for [Performance Goal B] (precisely the Target Milestone)
- Performance Goals are equally weighted.
- Payment is to be made 50% in Cash and 50% in Common Stock
- Target Value is \$100
- The average Fair Market Value of the Common Stock for the last ten trading days immediately prior to the Ending Date is \$25

The total value of Performance Units to vest would be the following:

[Performance Goal A] Award Modifier:

$$500 \text{ Performance Units} \times 150\% \text{ Award Modifier} \times \$100 = \$75,000 \text{ in value}$$

[Performance Goal B] Award Modifier:

$$500 \text{ Performance Units} \times 100\% \text{ Award Modifier} \times \$100 = \$50,000 \text{ in value}$$

Director

Total Value of Vested Performance Units = \$125,000

Example Payment of Performance Unit Value

The director will receive \$62,500 in cash. The executive will also receive 2,500 shares of Common Stock (\$62,500 in value divided by \$25 average Fair Market Value of Common Stock).

5. **CESSATION OF BOARD MEMBERSHIP/CHANGE IN CONTROL OF THE COMPANY.** Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event you cease to be a member of the Board, or a Change in Control of the Company occurs, before the Ending Date. For purposes of this Agreement, a “*Change in Control*” of the Company shall have the meaning ascribed to such term in the Plan.

5.1 **Cessation of Board Membership.** In the event you cease to be a member of the Board for any reason before the Ending Date, (a) the Company will issue to you or your legal representative or estate shares of Common Stock in an amount equal to the product of (1) and (2) where (1) is the number of Shares you would have received under this Agreement if your membership on the Board had not ceased before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date on which your Board membership ceased, and the denominator of which is the number of days in the Performance Period; and (b) the Company will pay to you or your legal representative or estate a Cash Payment equal to the product of (1) and (2) where (1) is the amount in cash you would have received under this Agreement if your membership on the Board had not ceased before the Ending Date and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date on which your Board membership ceased, and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.1 will be paid by the Company to you or your legal representative or estate on the Payment Date. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company will have no further obligations to you pursuant to the Performance Units or this Agreement.

Change in Control of the Company. If a Change in Control of the Company occurs on or before the Ending Date and while you are an active member of the Board, then ten (10) business days after the closing date of the Change in Control of the Company, the Company or its successor will pay to you an amount in cash equal to the product of the Company’s closing stock price on the date of the Change in Control multiplied by the number of Performance Units that were awarded to you under this Agreement for the year in which the Change in Control of the Company occurs (the “*Award Target Value*”) and (b) a fraction, the numerator of which is the number of years through the closing date of the Change in Control of the Company in the Performance Period (rounded up to the nearest full year) and the denominator of which is the number of years in the current Performance Period. Such payment will be made to you in exchange for the Performance Units and thereafter you shall have no further rights with respect to such Performance Units or this Agreement and the Company Group will have no further obligations to you pursuant to the Performance Units or this Agreement.

6. **NONTRANSFERABILITY.** The Performance Units and your rights under this Agreement may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company shall not be bound thereby.
7. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the Performance Units shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to the Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

Director

8. **PERFORMANCE UNITS DO NOT AWARD CERTAIN RIGHTS OF A SHAREHOLDER.** You shall not have the voting rights or any of the other rights, powers or privileges of a holder of the stock of the Company with respect to the Performance Units that are awarded hereby. Only after Shares are issued in exchange for your rights under this Agreement will you have all of the rights of a shareholder with respect to such Shares.
9. **RIGHTS TO RECEIVE DIVIDEND PAYMENTS.** Cash dividends, stock, and any other property (other than cash) distributed as a dividend or otherwise with respect to any Performance Unit shall be accumulated, and shall be subject to restrictions and risk of forfeiture to the same extent as otherwise set forth in this Agreement. The combined value of any such distributions shall be paid to you at the time such restrictions and risk of forfeiture lapse.
10. **NOT A SERVICE OR EMPLOYMENT AGREEMENT.** This Agreement is not a service or employment agreement, and no provision of this Agreement shall be construed or interpreted to create a service or employment relationship between you and the Company or any Affiliate or guarantee the right to remain a Board member of or employed by the Company or any Affiliate for any specified term.
11. **SECURITIES ACT LEGEND.** If you are or become an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.
12. **LIMIT OF LIABILITY.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
13. **REGISTRATION.** The Shares that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
14. **SALE OF SECURITIES.** The Shares that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares.
15. **COMPANY LIABLE FOR PAYMENT.** Except as the Board may determine otherwise in connection with a Change in Control, the Company is liable for the payment of any amounts that become due under this Agreement.

Director

16. **SECTION 409A OF THE INTERNAL REVENUE CODE.** This Agreement and all payments made hereunder, are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the Shares issued or Cash Payment made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.
17. **FRACTIONAL SHARES PAID IN CASH.** In the event any share of Common Stock due hereunder is a fractional share, the Company shall pay the value of such fractional share in cash.
18. **MISCELLANEOUS.** This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “*you*” and “*your*” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

In accepting the award of Performance Units set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

**QUANEX BUILDING
PRODUCTS CORPORATION**

[Name and Title of Executing Officer]

Director

QUANEX BUILDING PRODUCTS CORPORATION

EMPLOYEE
[STOCK-][CASH-]SETTLED
STOCK APPRECIATION RIGHT AGREEMENT

[GRANTEE NAME]

Grantee

Date of Grant:	<<		>>	
Total Number of Shares Relating to the SARs Granted:	<<		>>	
Grant Price per Share (the Grant Price per Share is equal to the last per share sales price of the common stock of Quanex Building Products Corporation for the Date of Grant and, if the stock was not traded on the Date of Grant, the first trading day immediately preceding the Date of Grant, as reported in the New York Stock Exchange Composite Transactions)	<<\$		>>	
Expiration Date:	<<		>>	
General Vesting Schedule:	[% exercisable on	.0% exercisable prior to	.]
	[years, with vesting in installments of	% on the anniversary date of	the Date of Grant in each of the
		years.]		

The following terms and conditions are applicable to a stock appreciation right (a "SAR") granted pursuant to the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the "Plan") and are incorporated as part of this Stock Appreciation Right Agreement setting forth the terms of such SAR (this "Agreement").

1. **GRANT OF STOCK APPRECIATION RIGHT.** The Compensation Committee (the "Committee") of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the "Company"), subject to the terms and provisions of the Plan, hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a stock appreciation right ("SAR") that entitles you to receive, upon exercise hereof, [the number of shares of the Company's common stock]**[cash payment(s) from the Company in an amount]** determined by multiplying the excess of the Fair Market Value of a share of the Company's common stock on the date of exercise over the Grant Price per share set forth above by the number of shares of the Company's common stock with respect to which the SAR is exercised [and dividing the resulting product by the Fair Market Value of a share of the Company's common stock on the date of exercise]. Except as otherwise expressly provided herein, the SAR is exercisable in accordance with the General Vesting Schedule set forth above by giving written notice to the Company as specified in this Agreement. To the extent not exercised, any installments shall be cumulative and may be exercised in whole or in part until the SAR terminates. Notwithstanding anything to the contrary herein, the SAR may not be exercised after the earlier of the Expiration Date set forth above (the "Expiration Date") or the applicable date following your termination of employment specified in Section 2 of this Agreement.

Employee
[Stock Settled]—[Cash Settled]

2. **TERMINATION OF EMPLOYMENT.** The following provisions will apply if your employment with the Company and all Affiliates of the Company (collectively, the “*Company Group*”) terminates before the Expiration Date:
- 2.1 **Termination Generally.** Except as otherwise expressly provided to the contrary in this Section 2, (a) all of your rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or 90 days after the date your employment with the Company Group terminates and (b) the SAR shall not continue to vest after such termination of employment.
- 2.2 **Retirement or Disability.** If your employment with the Company Group terminates due to your Retirement or Disability, then your rights under the SAR that have not then vested shall vest on the effective date of your Retirement or termination of employment due to Disability. All of your rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or three (3) years after the date your employment with the Company Group terminates as a result of Retirement or a Disability. For purposes of this Section 2.2, the term “*Retirement*” means the voluntary termination of your employment relationship with the Company Group on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.
- 2.3 **Death.** If your employment with the Company Group terminates due to your death, then your rights under the SAR that have not then vested shall vest on the date of your death. All rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or three (3) years after the date of your death. After your death, your executors, administrators or any person or persons to whom your SAR may be transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the termination of the SAR to exercise the SAR.
3. **EXERCISE.** Subject to the terms and provisions of the Plan and this Agreement, the SAR may be exercised in whole or in part from time to time by the delivery of timely written notice personally delivered or sent by first class mail or facsimile transmission to the attention of the General Counsel or Chief Financial Officer of the Company stating (1) the date you wish to exercise such SAR, (2) the number of shares of the Company’s common stock with respect to which the SAR is to be exercised and (3) the [address or account][address] to which [the shares of the Company’s common stock][any payment], less any applicable withholding, should be mailed [or transmitted]. Notice under this paragraph shall be addressed as follows: ATTN: General Counsel and/or Chief Financial Officer, Quanex Building Products Corporation, 1800 West Loop South, Suite 1500, Houston, Texas 77027 or 713.439.1016 (if via facsimile transmission). The Company may provide a delegate to receive such notice or alternate procedures for complying with the exercise and notice requirements of this section. The exercise date shall be the later of the date specified in such notice or the date such notice is actually received by the Company or its delegate.
4. **EXTENSION OF EXPIRATION DATE IN CERTAIN CIRCUMSTANCES.** If on the last business day prior to the Expiration Date (a) the exercise of the SAR is prohibited by applicable law or (b) you are prohibited from trading any Shares as the result of a Company policy or a “lock-up” agreement between you and the Company, the Expiration Date shall be extended until the date that is thirty (30) days following the end of the prohibition instituted by such law, Company policy, or lock-up agreement. In such event, the term “Expiration Date” as used in this Agreement shall refer to such extended date.

Employee
[Stock Settled]—[Cash Settled]

5. **AUTOMATIC EXERCISE IN CERTAIN CIRCUMSTANCES.** If on the Expiration Date (as may be extended pursuant to Section 4), (a) the fair market value of one share of Stock exceeds the Grant Price, and (b) you have not exercised the SAR, and (c) the SAR has not otherwise expired or terminated; then you shall be deemed to have exercised the SAR as of the Expiration Date. In such event, the Company will deliver to you the payment value due in connection with exercise of the SAR, less the number of shares (or cash) required for withholding taxes; *provided, however*, that any fractional shares shall be settled in cash.
6. **TAX WITHHOLDING.** To the extent that the receipt of the SAR or this Agreement, the vesting of the SAR or the exercise of the SAR results in income to you for federal, state or local income, employment or other tax purposes with respect to which the Company Group has a withholding obligation, you shall deliver to the Company at the time of such receipt, vesting or exercise, as the case may be, such amount of money as the Company Group may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company Group is authorized to withhold from the [~~shares~~]**[payment]** subject to the SAR or from any cash or stock remuneration then or thereafter payable to you any tax required to be withheld by reason of such taxable income, sufficient to satisfy the withholding obligation based on the last per share sales price of the common stock of the Company for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
7. **NONTRANSFERABILITY.** Except as specified in this Agreement, the SAR and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution, and shall be exercisable during your lifetime only by you. You may transfer the SAR to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, “immediate family” means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

The terms applicable to the assigned stock appreciation right(s) shall be the same as those in effect for the SAR immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of the SAR under the Plan, and the SAR shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding the SAR. Such beneficiary or beneficiaries shall take the transferred stock appreciation right(s) subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding stock appreciation rights under the Plan shall not be assignable or transferable.

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the SAR. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the SAR shall not affect in any way the right or power of the Company or any company the stock of which is issued pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

Employee
[~~Stock Settled~~]**—[Cash Settled]**

9. **EMPLOYMENT RELATIONSHIP.** For purposes of this Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.
10. **NO RIGHTS AS A STOCKHOLDER.** You shall not have any rights as a stockholder of the Company with respect to any shares of common stock relating to the SAR[until the date of the issuance of the shares following exercise of the SAR pursuant to this Agreement and the payment of any required withholding].
11. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any of its Affiliates or guarantee the right to remain employed by the Company or any of its Affiliates for any specified term.
12. **[SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the shares of the Company's common stock issuable under the Plan of an appropriate legend restricting resale or other transfer of such shares except in accordance with such Act and all applicable rules thereunder.
13. **REGISTRATION.** The shares of the Company's common stock that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
14. **SALE OF SECURITIES.** The shares of the Company's common stock that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the shares of the Company's common stock issued hereunder to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of such shares.
15. **LIMIT OF LIABILITY.** Under no circumstances will the Company Group be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
16. **MISCELLANEOUS.** This Agreement and the SAR are awarded pursuant to and are subject to all of the provisions of the Plan, which are incorporated by reference herein, including all amendments to the Plan, if any. If there is a conflict between this Agreement and the Plan provisions, the Plan provisions will control. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company's successors and assigns.

Employee
[Stock Settled]—[Cash Settled]

By your acceptance of the SAR, you agree that the SAR is granted under, governed by and subject to the terms of the Plan and this Agreement.

**QUANEX BUILDING
PRODUCTS CORPORATION**

[Name and Title of Executing Officer]

Employee
[Stock Settled]~~—~~[**Cash Settled**]

QUANEX BUILDING PRODUCTS CORPORATION

**SECTION 16 OFFICER
[STOCK-][CASH-]SETTLED
STOCK APPRECIATION RIGHT AGREEMENT**

[GRANTEE NAME]

Grantee

Date of Grant: << >>

Total Number of Shares Relating to the SARs Granted: << >>

Grant Price per Share <<\$ >>
 (the Grant Price per Share is equal to the last per share sales price of the common stock of Quanex Building Products Corporation for the Date of Grant and, if the stock was not traded on the Date of Grant, the first trading day immediately preceding the Date of Grant, as reported in the New York Stock Exchange Composite Transactions)

Expiration Date: << >>

General Vesting Schedule: [% exercisable on . 0% exercisable prior to .]
 [years, with vesting in installments of % on the anniversary date of the Date of Grant in each of the years.]

The following terms and conditions are applicable to a stock appreciation right (a "SAR") granted pursuant to the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the "Plan") and are incorporated as part of this Stock Appreciation Right Agreement setting forth the terms of such SAR (this "Agreement").

- GRANT OF STOCK APPRECIATION RIGHT.** The Compensation Committee (the "Committee") of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the "Company"), subject to the terms and provisions of the Plan, hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a stock appreciation right ("SAR") that entitles you to receive, upon exercise hereof, [the number of shares of the Company's common stock][cash payment(s) from the Company in an amount] determined by multiplying the excess of the Fair Market Value of a share of the Company's common stock on the date of exercise over the Grant Price per share set forth above by the number of shares of the Company's common stock with respect to which the SAR is exercised[and dividing the resulting product by the Fair Market Value of a share of the Company's common stock on the date of exercise]. Except as otherwise expressly provided herein, the SAR is exercisable in accordance with the General Vesting Schedule set forth above by giving written notice to the Company as specified in this Agreement. To the extent not exercised, any installments shall be cumulative and may be exercised in whole or in part until the SAR terminates. Notwithstanding anything to the contrary herein, the SAR may not be exercised after the earlier of the Expiration Date set forth above (the "Expiration Date") or the applicable date following your termination of employment specified in Section 2 of this Agreement.

Section 16 Officer
[Stock Settled]—[Cash Settled]

2. **TERMINATION OF EMPLOYMENT/CHANGE IN CONTROL.** The following provisions will apply if your employment with the Company and all Affiliates of the Company (collectively, the “*Company Group*”) terminates or a Change in Control of the Company occurs before the Expiration Date:

2.1 **Termination Generally.** Except as otherwise expressly provided to the contrary in this Section 2, (a) all of your rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or 90 days after the date your employment with the Company Group terminates and (b) the SAR shall not continue to vest after such termination of employment.

2.2 **Change in Control of the Company.** If a Change in Control (as such term is defined in the Change in Control Agreement between you and the Company) of the Company occurs, you are employed by the Company Group as of that date, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then any unvested portion of the SAR shall immediately vest and become fully exercisable immediately prior to the occurrence of the Change in Control. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

2.3 **Retirement or Disability.** If your employment with the Company Group terminates due to your Retirement or Disability, then your rights under the SAR that have not then vested shall vest on the effective date of your Retirement or termination of employment due to Disability. All of your rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or three (3) years after the date your employment with the Company Group terminates as a result of Retirement or a Disability. For purposes of this Section 2.3, the term “*Retirement*” means the voluntary termination of your employment relationship with the Company Group on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

2.4 **Death.** If your employment with the Company Group terminates due to your death, then your rights under the SAR that have not then vested shall vest on the date of your death. All rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or three (3) years after the date of your death. After your death, your executors, administrators or any person or persons to whom your SAR may be transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the termination of the SAR to exercise the SAR.

Section 16 Officer
[Stock Settled]~~—~~[**Cash Settled**]

3. **EXERCISE.** Subject to the terms and provisions of the Plan and this Agreement, the SAR may be exercised in whole or in part from time to time by the delivery of timely written notice personally delivered or sent by first class mail or facsimile transmission to the attention of the General Counsel or Chief Financial Officer of the Company stating (1) the date you wish to exercise such SAR, (2) the number of shares of the Company's common stock with respect to which the SAR is to be exercised and (3) the [address or account][address] to which [the shares of the Company's common stock][any payment], less any applicable withholding, should be mailed [or transmitted]. Notice under this paragraph shall be addressed as follows: ATTN: General Counsel and/or Chief Financial Officer, Quanex Building Products Corporation, 1800 West Loop South, Suite 1500, Houston, Texas 77027 or 713.439.1016 (if via facsimile transmission). The Company may provide a delegate to receive such notice or alternate procedures for complying with the exercise and notice requirements of this section. The exercise date shall be the later of the date specified in such notice or the date such notice is actually received by the Company or its delegate.
4. **EXTENSION OF EXPIRATION DATE IN CERTAIN CIRCUMSTANCES.** If on the last business day prior to the Expiration Date (a) the exercise of the SAR is prohibited by applicable law or (b) you are prohibited from trading any Shares as the result of a Company policy or a "lock-up" agreement between you and the Company, the Expiration Date shall be extended until the date that is thirty (30) days following the end of the prohibition instituted by such law, Company policy, or lock-up agreement. In such event, the term "Expiration Date" as used in this Agreement shall refer to such extended date.
5. **AUTOMATIC EXERCISE IN CERTAIN CIRCUMSTANCES.** If on the Expiration Date (as may be extended pursuant to Section 4), (a) the fair market value of one share of Stock exceeds the Grant Price, and (b) you have not exercised the SAR, and (c) the SAR has not otherwise expired or terminated; then you shall be deemed to have exercised the SAR as of the Expiration Date. In such event, the Company will deliver to you the payment value due in connection with exercise of the SAR, less the number of shares (or cash) required for withholding taxes; *provided, however*, that any fractional shares shall be settled in cash.
6. **TAX WITHHOLDING.** To the extent that the receipt of the SAR or this Agreement, the vesting of the SAR or the exercise of the SAR results in income to you for federal, state or local income, employment or other tax purposes with respect to which the Company Group has a withholding obligation, you shall deliver to the Company at the time of such receipt, vesting or exercise, as the case may be, such amount of money as the Company Group may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company Group is authorized to withhold from the [shares][payment] subject to the SAR or from any cash or stock remuneration then or thereafter payable to you any tax required to be withheld by reason of such taxable income, sufficient to satisfy the withholding obligation based on the last per share sales price of the common stock of the Company for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
7. **NONTRANSFERABILITY.** Except as specified in this Agreement, the SAR and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution, and shall be exercisable during your lifetime only by you. You may transfer the SAR to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

Section 16 Officer
[Stock Settled]—[Cash Settled]

The terms applicable to the assigned stock appreciation right(s) shall be the same as those in effect for the SAR immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of the SAR under the Plan, and the SAR shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding the SAR. Such beneficiary or beneficiaries shall take the transferred stock appreciation right(s) subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding stock appreciation rights under the Plan shall not be assignable or transferable.

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the SAR. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the SAR shall not affect in any way the right or power of the Company or any company the stock of which is issued pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **EMPLOYMENT RELATIONSHIP.** For purposes of this Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.
10. **NO RIGHTS AS A STOCKHOLDER.** You shall not have any rights as a stockholder of the Company with respect to any shares of common stock relating to the SAR[until the date of the issuance of the shares following exercise of the SAR pursuant to this Agreement and the payment of any required withholding].
11. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any of its Affiliates or guarantee the right to remain employed by the Company or any of its Affiliates for any specified term.
12. **SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the shares of the Company's common stock issuable under the Plan of an appropriate legend restricting resale or other transfer of such shares except in accordance with such Act and all applicable rules thereunder.
13. **REGISTRATION.** The shares of the Company's common stock that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
14. **SALE OF SECURITIES.** The shares of the Company's common stock that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the shares of the Company's common stock issued hereunder to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of such shares.

Section 16 Officer
[Stock Settled]—[Cash Settled]

15. **LIMIT OF LIABILITY.** Under no circumstances will the Company Group be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
16. **MISCELLANEOUS.** This Agreement and the SAR are awarded pursuant to and are subject to all of the provisions of the Plan, which are incorporated by reference herein, including all amendments to the Plan, if any. If there is a conflict between this Agreement and the Plan provisions, the Plan provisions will control. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company's successors and assigns.

By your acceptance of the SAR, you agree that the SAR is granted under, governed by and subject to the terms of the Plan and this Agreement.

**QUANEX BUILDING
PRODUCTS CORPORATION**

[Name and Title of Executing Officer]

Section 16 Officer
[Stock Settled]—[Cash Settled]

QUANEX BUILDING PRODUCTS CORPORATION

KEY LEADER
[STOCK-][CASH-]SETTLED
STOCK APPRECIATION RIGHT AGREEMENT

[GRANTEE NAME]

Grantee

Date of Grant: << >>

Total Number of Shares Relating to the SARs Granted: << >>

Grant Price per Share <<\$ >>
 (the Grant Price per Share is equal to the last per share sales price of the common stock of Quanex Building Products Corporation for the Date of Grant and, if the stock was not traded on the Date of Grant, the first trading day immediately preceding the Date of Grant, as reported in the New York Stock Exchange Composite Transactions)

Expiration Date: << >>

General Vesting Schedule: [% exercisable on . 0% exercisable prior to .]
 [years, with vesting in installments of % on the anniversary date of the Date of Grant in each of the years.]

The following terms and conditions are applicable to a stock appreciation right (a "SAR") granted pursuant to the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the "Plan") and are incorporated as part of this Stock Appreciation Right Agreement setting forth the terms of such SAR (this "Agreement").

1. **GRANT OF STOCK APPRECIATION RIGHT.** The Compensation Committee (the "Committee") of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the "Company"), subject to the terms and provisions of the Plan, hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a stock appreciation right ("SAR") that entitles you to receive, upon exercise hereof, [the number of shares of the Company's common stock][cash payment(s) from the Company in an amount] determined by multiplying the excess of the Fair Market Value of a share of the Company's common stock on the date of exercise over the Grant Price per share set forth above by the number of shares of the Company's common stock with respect to which the SAR is exercised[and dividing the resulting product by the Fair Market Value of a share of the Company's common stock on the date of exercise]. Except as otherwise expressly provided herein, the SAR is exercisable in accordance with the General Vesting Schedule set forth above by giving written notice to the Company as specified in this Agreement. To the extent not exercised, any installments shall be cumulative and may be exercised in whole or in part until the SAR terminates. Notwithstanding anything to the contrary herein, the SAR may not be exercised after the earlier of the Expiration Date set forth above (the "Expiration Date") or the applicable date following your termination of employment specified in Section 2 of this Agreement.

Key Leader
 [Stock Settled]—[Cash Settled]

2. **TERMINATION OF EMPLOYMENT/CHANGE IN CONTROL.** The following provisions will apply if your employment with the Company and all Affiliates of the Company (collectively, the “*Company Group*”) terminates or a Change in Control of the Company occurs before the Expiration Date:

2.1 Termination Generally. Except as otherwise expressly provided to the contrary in this Section 2, (a) all of your rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or 90 days after the date your employment with the Company Group terminates and (b) the SAR shall not continue to vest after such termination of employment.

2.2 Change in Control of the Company. If a Change in Control (as such term is defined in the Plan) of the Company occurs, you are employed by the Company Group as of that date, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then any unvested portion of the SAR shall immediately vest and become fully exercisable immediately prior to the occurrence of the Change in Control. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

2.3 Retirement or Disability. If your employment with the Company Group terminates due to your Retirement or Disability, then your rights under the SAR that have not then vested shall vest on the effective date of your Retirement or termination of employment due to Disability. All of your rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or three (3) years after the date your employment with the Company Group terminates as a result of Retirement or a Disability. For purposes of this Section 2.3, the term “*Retirement*” means the voluntary termination of your employment relationship with the Company Group on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

2.4 Death. If your employment with the Company Group terminates due to your death, then your rights under the SAR that have not then vested shall vest on the date of your death. All rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or three (3) years after the date of your death. After your death, your executors, administrators or any person or persons to whom your SAR may be transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the termination of the SAR to exercise the SAR.

Key Leader
[Stock Settled]~~—~~[**Cash Settled**]

3. **EXERCISE.** Subject to the terms and provisions of the Plan and this Agreement, the SAR may be exercised in whole or in part from time to time by the delivery of timely written notice personally delivered or sent by first class mail or facsimile transmission to the attention of the General Counsel or Chief Financial Officer of the Company stating (1) the date you wish to exercise such SAR, (2) the number of shares of the Company's common stock with respect to which the SAR is to be exercised and (3) the [address or account][address] to which [the shares of the Company's common stock][any payment], less any applicable withholding, should be mailed [or transmitted]. Notice under this paragraph shall be addressed as follows: ATTN: General Counsel and/or Chief Financial Officer, Quanex Building Products Corporation, 1800 West Loop South, Suite 1500, Houston, Texas 77027 or 713.439.1016 (if via facsimile transmission). The Company may provide a delegate to receive such notice or alternate procedures for complying with the exercise and notice requirements of this section. The exercise date shall be the later of the date specified in such notice or the date such notice is actually received by the Company or its delegate.
4. **EXTENSION OF EXPIRATION DATE IN CERTAIN CIRCUMSTANCES.** If on the last business day prior to the Expiration Date (a) the exercise of the SAR is prohibited by applicable law or (b) you are prohibited from trading any Shares as the result of a Company policy or a "lock-up" agreement between you and the Company, the Expiration Date shall be extended until the date that is thirty (30) days following the end of the prohibition instituted by such law, Company policy, or lock-up agreement. In such event, the term "Expiration Date" as used in this Agreement shall refer to such extended date.
5. **AUTOMATIC EXERCISE IN CERTAIN CIRCUMSTANCES.** If on the Expiration Date (as may be extended pursuant to Section 4), (a) the fair market value of one share of Stock exceeds the Grant Price, and (b) you have not exercised the SAR, and (c) the SAR has not otherwise expired or terminated; then you shall be deemed to have exercised the SAR as of the Expiration Date. In such event, the Company will deliver to you the payment value due in connection with exercise of the SAR, less the number of shares (or cash) required for withholding taxes; *provided, however*, that any fractional shares shall be settled in cash.
6. **TAX WITHHOLDING.** To the extent that the receipt of the SAR or this Agreement, the vesting of the SAR or the exercise of the SAR results in income to you for federal, state or local income, employment or other tax purposes with respect to which the Company Group has a withholding obligation, you shall deliver to the Company at the time of such receipt, vesting or exercise, as the case may be, such amount of money as the Company Group may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company Group is authorized to withhold from the [shares][payment] subject to the SAR or from any cash or stock remuneration then or thereafter payable to you any tax required to be withheld by reason of such taxable income, sufficient to satisfy the withholding obligation based on the last per share sales price of the common stock of the Company for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.
7. **NONTRANSFERABILITY.** Except as specified in this Agreement, the SAR and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution, and shall be exercisable during your lifetime only by you. You may transfer the SAR to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, "immediate family" means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

The terms applicable to the assigned stock appreciation right(s) shall be the same as those in effect for the SAR immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of the SAR under the Plan, and the SAR shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding the SAR. Such beneficiary or beneficiaries shall take the transferred stock appreciation right(s) subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding stock appreciation rights under the Plan shall not be assignable or transferable.

Key Leader
[Stock Settled]—[Cash Settled]

None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the SAR. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.

8. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the SAR shall not affect in any way the right or power of the Company or any company the stock of which is issued pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
9. **EMPLOYMENT RELATIONSHIP.** For purposes of this Agreement, you shall be considered to be in the employment of the Company Group as long as you have an employment relationship with the Company Group. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.
10. **NO RIGHTS AS A STOCKHOLDER.** You shall not have any rights as a stockholder of the Company with respect to any shares of common stock relating to the SAR until the date of the issuance of the shares following exercise of the SAR pursuant to this Agreement and the payment of any required withholding.
11. **NOT AN EMPLOYMENT AGREEMENT.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any of its Affiliates or guarantee the right to remain employed by the Company or any of its Affiliates for any specified term.
12. **[SECURITIES ACT LEGEND.** If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the shares of the Company's common stock issuable under the Plan of an appropriate legend restricting resale or other transfer of such shares except in accordance with such Act and all applicable rules thereunder.
13. **REGISTRATION.** The shares of the Company's common stock that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
14. **SALE OF SECURITIES.** The shares of the Company's common stock that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the shares of the Company's common stock issued hereunder to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of such shares.]

Key Leader
[Stock Settled]—[Cash Settled]

15. **LIMIT OF LIABILITY.** Under no circumstances will the Company Group be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
16. **MISCELLANEOUS.** This Agreement and the SAR are awarded pursuant to and are subject to all of the provisions of the Plan, which are incorporated by reference herein, including all amendments to the Plan, if any. If there is a conflict between this Agreement and the Plan provisions, the Plan provisions will control. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company's successors and assigns.

By your acceptance of the SAR, you agree that the SAR is granted under, governed by and subject to the terms of the Plan and this Agreement.

**QUANEX BUILDING
PRODUCTS CORPORATION**

[Name and Title of Executing Officer]

Key Leader
[Stock Settled]—[Cash Settled]

QUANEX BUILDING PRODUCTS CORPORATION

DIRECTOR
[STOCK-][CASH-]SETTLED
STOCK APPRECIATION RIGHT AGREEMENT

[GRANTEE NAME]

Grantee

Date of Grant: << >>

Total Number of Shares Relating to the SARs Granted: << >>

Grant Price per Share <<\$ >>
(the Grant Price per Share is equal to the last per share sales price of the common stock of Quanex Building Products Corporation for the Date of Grant and, if the stock was not traded on the Date of Grant, the first trading day immediately preceding the Date of Grant, as reported in the New York Stock Exchange Composite Transactions)

Expiration Date: << >>

General Vesting Schedule: [% exercisable on . 0% exercisable prior to .]
[years, with vesting in installments of % on the anniversary date of the Date of Grant in each of the years.]

The following terms and conditions are applicable to a stock appreciation right (a "SAR") granted pursuant to the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the "Plan") and are incorporated as part of this Stock Appreciation Right Agreement setting forth the terms of such SAR (this "Agreement").

1. **GRANT OF STOCK APPRECIATION RIGHT.** The Board of Directors (the "Board") of Quanex Building Products Corporation, a Delaware corporation (the "Company"), subject to the terms and provisions of the Plan, hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a stock appreciation right ("SAR") that entitles you to receive, upon exercise hereof, [the number of shares of the Company's common stock][cash payment(s) from the Company in an amount] determined by multiplying the excess of the Fair Market Value of a share of the Company's common stock on the date of exercise over the Grant Price per share set forth above by the number of shares of the Company's common stock with respect to which the SAR is exercised [and dividing the resulting product by the Fair Market Value of a share of the Company's common stock on the date of exercise]. Except as otherwise expressly provided herein, the SAR is exercisable in accordance with the General Vesting Schedule set forth above by giving written notice to the Company as specified in this Agreement. To the extent not exercised, any installments shall be cumulative and may be exercised in whole or in part until the SAR terminates. Notwithstanding anything to the contrary herein, the SAR may not be exercised after the earliest of (a) the Expiration Date set forth above (the "Expiration Date") or (b) the applicable date following (x) the date on which you cease to be a member of the Board or (y) a Change in Control of the Company, in each case as specified in Section 2 of this Agreement.

Director
[Stock Settled]—[Cash Settled]

2. **CESSATION OF MEMBERSHIP/CHANGE IN CONTROL OF THE COMPANY.** The following provisions will apply if you cease to be a member of the Board or a Change in Control of the Company occurs before the Expiration Date:
- 2.1 **Cessation of Membership Generally.** Except as otherwise expressly provided to the contrary in this Section 2, if you cease to be a member of the Board before the Expiration Date for any reason, then the SAR (to the extent unvested) shall []¹.
- 2.2 **Change in Control of the Company.** If a Change in Control (as such term is defined in the Plan) of the Company occurs on or before the Expiration Date and on or before the date you cease to be a member of the Board, your rights under the SAR that have not then vested shall vest and become fully exercisable immediately prior to the occurrence of the Change in Control. All of your rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date and the date that is three (3) years after the date of the Change in Control.
- 2.3 **Retirement or Disability.** If you cease to be a member of the Board due to your Retirement or Disability, your rights under the SAR that have not then vested shall vest on the effective date of your Retirement or your ceasing to be a member of the Board due to Disability. All of your rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or three (3) years after the date you cease to be a member of the Board as a result of Retirement or a Disability. For purposes of this Section 2.3, the term “Retirement” means your voluntary cessation of your membership as a director of the Company on or after you serve six years or two consecutive terms as a director.
- 2.4 **Death.** If you cease to be a member of the Board due to your death, then your rights under the SAR that have not then vested shall vest on the date of your death. All rights in the SAR shall terminate and become null and void on the earlier of the Expiration Date or three (3) years after the date of your death. After your death, your executors, administrators or any person or persons to whom your SAR may be transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the Expiration Date, to exercise the SAR.
3. **EXERCISE.** Subject to the terms and provisions of the Plan and this Agreement, the SAR may be exercised in whole or in part from time to time by the delivery of timely written notice personally delivered or sent by first class mail or facsimile transmission to the attention of the General Counsel or Chief Financial Officer of the Company stating (1) the date you wish to exercise such SAR, (2) the number of shares of Stock with respect to which the SAR is to be exercised and (3) the [address or account][address] to which [the shares of the Company’s common stock][any payment], should be mailed [or transmitted]. Notice under this paragraph shall be addressed as follows: ATTN: General Counsel and/or Chief Financial Officer, Quanex Building Products Corporation, 1800 West Loop South, Suite 1500, Houston, Texas 77027 or 713.439.1016 (if via facsimile transmission). The Company may provide a delegate to receive such notice or alternate procedures for complying with the exercise and notice requirements of this section. The exercise date shall be the later of the date specified in such notice or the date such notice is actually received by the Company or its delegate.

¹ Treatment of unvested SARs in connection with a director’s cessation of service for reasons other than death, disability, or retirement, will be determined by the Board in its discretion on an award-by-award basis. In such an event, unvested SARs will be either forfeited in their entirety, vested in their entirety, or vested on a pro rata basis according to the number of days served by the director during the vesting period.

Director
[Stock Settled]—[Cash Settled]

4. **EXTENSION OF EXPIRATION DATE IN CERTAIN CIRCUMSTANCES.** If on the last business day prior to the Expiration Date (a) the exercise of the SAR is prohibited by applicable law or (b) you are prohibited from trading any Shares as the result of a Company policy or a “lock-up” agreement between you and the Company, the Expiration Date shall be extended until the date that is thirty (30) days following the end of the prohibition instituted by such law, Company policy, or lock-up agreement. In such event, the term “Expiration Date” as used in this Agreement shall refer to such extended date.
5. **AUTOMATIC EXERCISE IN CERTAIN CIRCUMSTANCES.** If on the Expiration Date (as may be extended pursuant to Section 4), (a) the fair market value of one share of Stock exceeds the Grant Price, and (b) you have not exercised the SAR, and (c) the SAR has not otherwise expired or terminated; then you shall be deemed to have exercised the SAR as of the Expiration Date. In such event, the Company will deliver to you the payment value due in connection with exercise of the SAR, less the number of shares (or cash) required for withholding taxes; *provided, however*, that any fractional shares shall be settled in cash.
6. **NONTRANSFERABILITY.** Except as specified in this Agreement, the SAR and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution, and shall be exercisable during your lifetime only by you. You may transfer the SAR to (a) a member or members of your immediate family, (b) to a revocable living trust established exclusively for you or you and your spouse, (c) a trust under which your immediate family members are the only beneficiaries or (d) a partnership of which your immediate family members are the only partners. For this purpose, “immediate family” means your spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.
- The terms applicable to the assigned stock appreciation right(s) shall be the same as those in effect for the SAR immediately prior to such assignment and shall be set forth in such documents to be executed by the assignee as the Committee may deem appropriate. You may also designate one or more persons as the beneficiary or beneficiaries of the SAR under the Plan, and the SAR shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon your death while holding the SAR. Such beneficiary or beneficiaries shall take the transferred stock appreciation right(s) subject to all the terms and conditions of this Agreement. Except for the limited transferability provided by the foregoing, outstanding stock appreciation rights under the Plan shall not be assignable or transferable.
- None of the Company, its employees or directors makes any representations or guarantees concerning the tax consequences associated with the inclusion of this provision in this Agreement or your transfer of the SAR. It is your sole responsibility to seek advice from your own tax advisors concerning those tax consequences. You are entitled to rely upon only the tax advice of your own tax advisors.
7. **CAPITAL ADJUSTMENTS AND REORGANIZATIONS.** The existence of the SAR shall not affect in any way the right or power of the Company or any company the stock of which is issued pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

Director
[Stock Settled]—[Cash Settled]

8. **NO RIGHTS AS A STOCKHOLDER.** You shall not have any rights as a stockholder of the Company with respect to any shares of common stock relating to the SAR[until the date of the issuance of the shares following exercise of the SAR pursuant to this Agreement and the payment of any required withholding].
9. **NOT A SERVICE OR AN EMPLOYMENT AGREEMENT.** This Agreement is not a service or employment agreement, and no provision of this Agreement shall be construed or interpreted to create a service or employment relationship between you and the Company or any of its Affiliates or guarantee the right to remain as a director of or employed by the Company or any of its Affiliates for any specified term.
10. **[SECURITIES ACT LEGEND. If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the shares of the Company's common stock issuable under the Plan of an appropriate legend restricting resale or other transfer of such shares except in accordance with such Act and all applicable rules thereunder.**
11. **REGISTRATION.** The shares of the Company's common stock that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.
12. **SALE OF SECURITIES.** The shares of the Company's common stock that may be issued under this Agreement may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the shares of the Company's common stock issued hereunder to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of such shares.]
13. **LIMIT OF LIABILITY.** Under no circumstances will the Company Group be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.
14. **MISCELLANEOUS.** This Agreement and the SAR are awarded pursuant to and are subject to all of the provisions of the Plan, which are incorporated by reference herein, including all amendments to the Plan, if any. If there is a conflict between this Agreement and the Plan provisions, the Plan provisions will control. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on the Company's successors and assigns.

By your acceptance of the SAR, you agree that the SAR is granted under, governed by and subject to the terms of the Plan and this Agreement.

**QUANEX BUILDING
PRODUCTS CORPORATION**

[Name and Title of Executing Officer]

Director
[Stock Settled]—[Cash Settled]

QUANEX BUILDING PRODUCTS CORPORATION

OTHER STOCK-BASED AWARD AGREEMENT

[GRANTEE NAME]

Grantee

Date of Award: << >>

Number of Shares: << >>

AWARD OF STOCK

The Compensation Committee (the "*Committee*") of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the "*Company*"), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the "*Plan*"), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, that number of shares (the "*Shares*") of the Company's common stock, \$0.01 par value per share (the "*Common Stock*"), set forth above. Capitalized terms that are not defined herein shall have the meaning ascribed to such terms in the Plan.

The Shares that are awarded hereby to you are not subject to any forfeiture restrictions.

To the extent that the receipt of the Shares results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Company has a withholding obligation, you shall deliver to the Company at the time of such receipt such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Company is authorized to withhold from the Shares awarded hereby or from any cash or stock remuneration or other payment then or thereafter payable to you any tax required to be withheld by reason of such taxable income, wages or compensation sufficient to satisfy the withholding obligation based on the last per share sales price of the Common Stock for the trading day immediately preceding the date that the withholding obligation arises, as reported in the New York Stock Exchange Composite Transactions.

The Shares awarded hereby may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. You also agree that (a) the Company may refuse to cause the transfer of the Shares to be registered on the stock register of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable federal or state securities law and (b) the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares. If you are an officer or affiliate of the Company under the Securities Act of 1933, you consent to the placing on any certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with such Act and all applicable rules thereunder.

The Company shall cause the Shares to be issued to you, and such Shares shall be transferable by you (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable federal or state securities law). The Shares are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8.

Under no circumstances will the Company or any Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.

All Recipients

In accepting the award of Shares set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

**QUANEX BUILDING
PRODUCTS CORPORATION**

[Name and Title of Executing Officer]

All Recipients

QUANEX BUILDING PRODUCTS CORPORATION

ANNUAL INCENTIVE AWARD AGREEMENT

[GRANTEE NAME]

Grantee

Date of Award:

<< >>

Individual Incentive Target:

<< >>Percent (<< >>%)

Threshold, Target, and Maximum Milestones, Performance Goals and Weighting

Set forth in *Exhibit A*

ANNUAL INCENTIVE AWARD

1. GRANT OF ANNUAL INCENTIVE AWARD. The Compensation Committee (the “*Committee*”) of the Board of Directors of Quanex Building Products Corporation, a Delaware corporation (the “*Company*”), subject to the terms and provisions of the Quanex Building Products Corporation 2008 Omnibus Incentive Plan, as amended (the “*Plan*”), hereby awards to you, the above-named Grantee, effective as of the Date of Award set forth above, an Annual Incentive Award under the Plan on the terms and conditions set forth in this Annual Incentive Award Agreement (this “*Agreement*”).

Under this Annual Incentive Award you have an opportunity to earn an incentive cash payment based upon the achievement of the Performance Goals assigned to you by the Committee and set forth on *Exhibit A* attached hereto for the one-year period beginning , 20 , and ending , 20 (the “*Performance Period*”), as compared with the Threshold Milestone, Target Milestone and Maximum Milestone established for you by the Committee for the Performance Period and set forth on *Exhibit A* attached hereto.

2. FUNDING AND DETERMINATION. Notwithstanding anything to the contrary provided herein, in order for any amounts to be paid out in connection with this Agreement, [insert the metric goal that must be achieved for funding of bonus pool] (the “*Performance Hurdle*”). If the Performance Hurdle is met, then the total bonus pool for all 20 Annual Incentive Awards is funded at the maximum bonus opportunity level for each grantee of an Annual Incentive Award.

If the Performance Hurdle is met, the Committee will use the framework set forth in *Exhibit A* as a guideline for determining the extent to which Performance Goals were achieved, and your resulting Achieved Annual Incentive.

3. ACHIEVED INDIVIDUAL INCENTIVE. The aggregate amount payable to you under this Agreement as your Annual Incentive Award for the Performance Period is equal to your Achieved Individual Incentive for the Performance Period multiplied by your Salary (as defined below) for the Performance Period. The term “*Achieved Individual Incentive*” means the amount determined by the Committee using the following guidelines below:

3.1 If (a) the Target Milestones are achieved for the Performance Period (but the Maximum Milestones are not achieved for the Performance Period) and (b) you remain in the active employ of the Company Group through the last day of the Performance Period (except as otherwise provided in this Agreement), then the Achieved Individual Incentive will be equal to the Individual Incentive Target set forth above multiplied by the [number][fraction]

Annual Incentive Award

3.2 If (a) the Maximum Milestones are achieved for the Performance Period and (b) you remain in the active employ of the Company Group through the last day of the Performance Period (except as otherwise provided in this Agreement), then the Achieved Individual Incentive will be equal to the Individual Incentive Target set forth above multiplied by [number][fraction]

3.3 If (a) the Threshold Milestones are achieved for the Performance Period (but the Target Milestones are not achieved for the Performance Period) and (b) you remain in the active employ of the Company Group through the last day of the Performance Period (except as otherwise provided in this Agreement), then the Achieved Individual Incentive will be equal to the Individual Incentive Target set forth above multiplied by [number][fraction]

3.4 If the performance standard achieved with respect to a particular Performance Goal is between the Threshold Milestone and the Target Milestone or between the Target Milestone and the Maximum Milestone, the applicable Final Performance Factor shall be determined by interpolation.

For example, assume that the Committee grants an employee an annual incentive award under the Plan that is contingent upon achieving Performance Goal A and Performance Goal B, weighting the importance of the goals equally as 50% and 50%, respectively. The Committee establishes Threshold, Target and Maximum Milestones for each Performance Goal. The Individual Incentive Target is 1 if the Target Milestones are met, 2 if the Maximum Milestones are met and $\frac{3}{4}$ if the Threshold Milestones are met. Finally, assume that the employee is awarded an Annual Incentive Award with an Individual Incentive Target of 100%, a Salary of \$100,000 during the Performance Period, is continuously employed by the Company throughout the Performance Period and achieves the Maximum Milestone for Performance Goal A, and precisely halfway between the Target and Maximum Milestones for Performance Goal B. The total amount payable to the employee under the award is \$175,000, which is determined as follows: The amount payable to the employee with respect to Performance Goal A is \$100,000 (50% (Performance Goal Percentage) x \$100,000 (Salary) x 100% (Individual Incentive Target) x 2 = \$100,000), and the amount payable to the employee with respect to Performance Goal B is \$75,000 (50% (Performance Goal Percentage) x \$100,000 (Salary) x 100% (Individual Incentive Target) x 1.5 = \$75,000).

3.5 The term “Salary” means the cash amounts paid or payable by the Company Group to you as regular compensation for services rendered during the Performance Period (whether or not deferred), exclusive of bonuses, awards, reimbursement of expenses and fringe benefits.

3.6 The Committee may not increase the amount payable under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in its sole discretion, the Committee may reduce your Individual Incentive Target and reduce the amount of the Incentive Award payable under this Agreement.

3.7 Except as set forth in *Exhibit A*, if the Performance Hurdle is not achieved for the Performance Period, then the Award shall lapse with respect to such portion(s) and be forfeited without consideration as of the last day of the Performance Period.

3.8 The Committee’s determinations with respect to the Performance Period for purposes of this Agreement shall be binding upon all persons.

4. PAYMENT. Any amount payable to you pursuant to this Agreement will be paid to you by the legal entity that is a member of the Company Group and that is classified by the Company Group as your employer (the “Employer”) as soon as practicable after the end of the Performance Period but no later than March 15 of the calendar year in which the Performance Period ends (the “Payment Date”).

5. SEPARATION FROM SERVICE. Notwithstanding anything to the contrary in this Agreement, the following provisions will apply in the event of your Separation from Service (within the meaning of Section 409A (your “Separation from Service”)) from the Company and all Affiliates (the “Company Group”), before the last day of the Performance Period.

Annual Incentive Award

5.1 Separation from Service Generally. Except as otherwise expressly provided to the contrary in this Section 5, in the event of your Separation from Service, all of your rights in this Agreement, including all rights to the Annual Incentive Award, will lapse and be completely forfeited without consideration on the date your employment terminates.

5.2 Change in Control. If a Change in Control of the Company occurs on or before the Ending Date, you do not incur a Separation from Service prior to that time, and the successor company in the Change in Control does not otherwise assume or substitute for the award granted hereby, then ten (10) business days after the closing date of the Change in Control of the Company, the Company or its successor will pay to you an amount in cash equal to the product of (A) the greater of (i) the Target Annual Incentive that would be paid to you under this Agreement or (ii) the Annual Incentive actually paid to you under an Annual Incentive Award granted to you for the fiscal year preceding the fiscal year in which the Change in Control occurs (including any deferred portion thereof), and (B) a fraction, the numerator of which is the number of days in the current fiscal year through the closing date of the Change in Control and the denominator of which is 365. Notwithstanding anything to the contrary contained in this Agreement or the Plan, if following the commencement of any discussion with a third person that ultimately results in a Change in Control of the Company, (i) your employment with the Company is terminated, (ii) you are removed from any material duties or position with the Company, (iii) your base salary is reduced, or (iv) your target annual bonus is reduced to an amount less than the target bonus paid to you during the previous fiscal year, then for all purposes of this Agreement, such Change in Control of the Company shall be deemed to have occurred on the date immediately prior to the date of such termination, removal, or reduction.

5.3 Disability. In the event of your Separation from Service due to your Disability before the last day of the Performance Period, then the Employer will pay to you in cash an amount equal to the product of (1) and (2) where (1) is the amount you would have received under this Agreement if you had not incurred a Separation from Service before the end of the Performance Period and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.3 will be paid by the Employer to you on the Payment Date.

5.4 Death. In the event of your Separation from Service due to your death before the last day of the Performance Period, then the Employer will pay to your estate in cash an amount equal to the product of (1) and (2) where (1) is the amount you would have received under this Agreement if you had not incurred a Separation from Service before the end of the Performance Period and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.4 will be paid by the Employer to your estate on the Payment Date.

5.5 Retirement. In the event of your Separation from Service due to your Retirement before the last day of the Performance Period, then the Employer will pay to you in cash an amount equal to the product of (1) and (2) where (1) is the amount you would have received under this Agreement if you had not incurred a Separation from Service before the end of the Performance Period and (2) is a fraction, the numerator of which is the number of days from the beginning of the Performance Period through the date of your Separation from Service and the denominator of which is the number of days in the Performance Period. Any amount payable pursuant to this Section 5.5 will be paid by the Employer to you on the Payment Date. For purposes of this Section 5.5 “*Retirement*” means your voluntary Separation from Service on or after the date on which (a) you are age 65 or (b) you are age 55 and have five years of service with the Company Group.

Annual Incentive Award

6. TAX WITHHOLDING. To the extent that the receipt of this Agreement or payment pursuant to this Agreement results in income, wages or other compensation to you for any income, employment or other tax purposes with respect to which the Employer has a withholding obligation, you shall deliver to the Employer at the time of such receipt or payment, as the case may be, such amount of money as the Employer may require to meet its obligation under applicable tax laws or regulations, and, if you fail to do so, the Employer is authorized to withhold from any payment under this Agreement or from any cash or stock remuneration or other payment then or thereafter payable to you by the Company Group any tax required to be withheld by reason of such taxable income, wages or compensation.

7. NONTRANSFERABILITY. Your rights under this Agreement and to any Annual Incentive Award that may be payable to you under this Agreement may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of (other than by will or the applicable laws of descent and distribution). Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company Group shall not be bound thereby.

8. CAPITAL ADJUSTMENTS AND REORGANIZATIONS. The existence of the Annual Incentive Award shall not affect in any way the right or power of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

9. NOT AN EMPLOYMENT AGREEMENT. This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between you and the Company or any Affiliate or guarantee the right to remain employed by the Company or any Affiliate for any specified term.

10. LIMIT OF LIABILITY. Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential or special damages (including lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan.

11. REIMBURSEMENT OF EXECUTIVE COMPENSATION IN RESTATEMENT SITUATIONS. To the extent permitted by law, and as determined by the Board in its judgment, the Company may require reimbursement of a portion of any payment to you under this Agreement when (a) the award payment was predicated upon the achievement of certain financial results that were subsequently the subject of a material restatement; and (b) a lower payment would have been made to you based upon the restated financial results. In each such instance, the Company will, to the extent practicable, seek to recover the amount by which your cash payment for the relevant period exceeded the lower payment that would have been made based on the restated financial results. If there are multiple performance metrics and one is more readily calculable to determine whether a lower payment should have been made, then the same ratio or percentage applicable for the readily calculable metric shall be applied to the other metric(s) so that the entire bonus amount is recovered on a pro-rata basis to the event. No reimbursement shall be required if such material restatement was caused by or resulted from any change in accounting policy or rules.

12. EMPLOYER LIABLE FOR PAYMENT. The Employer is liable for the payment of any amounts that become due under this Agreement.

Annual Incentive Award

13. SECTION 409A OF THE INTERNAL REVENUE CODE. This Agreement and all payments made hereunder are intended to meet the short-term deferral exception described under section 1.409A-1(b)(4) of the applicable Treasury regulations, or otherwise comply with, Section 409A, and this Agreement shall be interpreted so as to effect that intent. By accepting this Award, you acknowledge and agree that (a) you are not relying upon any written or oral statement or oral statement or representation of the Company, its Affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the “*Company Parties*”) regarding the tax effects associated with execution of this Agreement and the payment made pursuant to the Plan, and (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. By accepting this Award, you thereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Award and this Agreement.

14. DELAYED PAYMENT IN CERTAIN CIRCUMSTANCES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF YOU ARE A SPECIFIED EMPLOYEE (WITHIN THE MEANING OF SECTION 409A) (A “SPECIFIED EMPLOYEE”) AND THE COMPANY DETERMINES THAT A PAYMENT HEREUNDER IS NOT PERMITTED TO BE PAID ON THE DATE SPECIFIED WITHOUT THE IMPOSITION OF ADDITIONAL TAXES, INTEREST OR PENALTIES UNDER SECTION 409A, THEN NO PAYMENTS SHALL BE MADE TO YOU PURSUANT TO THIS AWARD DUE TO A SEPARATION FROM SERVICE FOR ANY REASON BEFORE THE EARLIER OF THE DATE THAT IS SIX MONTHS AND A DAY AFTER THE DATE ON WHICH YOU INCUR SUCH SEPARATION FROM SERVICE (THE “SIX MONTH DELAY PERIOD”) OR FIVE BUSINESS DAYS FOLLOWING THE DATE OF YOUR DEATH.

15. PAYMENT TO RABBI TRUST IN CONNECTION WITH DELAYED PAYMENT. If the Company determines in its sole discretion that you are a Specified Employee as of any Payment Date and that Section 409A applies as set forth in Section 13 of this Agreement, then any such portion payable during the Six-Month Delay Period shall be transferred to a rabbi trust (which shall be a rabbi trust previously created by the Company that contains other amounts of deferred compensation payable by the Company or a rabbi trust created by the Company or its successor) as soon as administratively feasible following the occurrence of the event giving rise to your right to such payment, except to the extent such transfer would subject you to penalties under the funding restriction provisions of Section 409A, as amended by the Pension Protection Act of 2006, and such amounts (together with earnings thereon determined in accordance with the terms of the trust agreement) shall be transferred from the trust to you upon the earlier of (i) the expiration of the Six-Month Delay Period, or (ii) any other earlier date permitted under Section 409A.

16. TAX-BASED PROGRAM CRITERIA. The Plan is designed to conform to the requirements of Section 162(m) of the Internal Revenue Code, which limits the amount the Company can deduct for non-performance-based compensation. Performance-based compensation meeting the requirements of the Internal Revenue Code is not subject to this limit. The Award granted hereby is intended to meet these requirements so that the Company can deduct this element of compensation.

17. MISCELLANEOUS. This Agreement is awarded pursuant to and is subject to all of the provisions of the Plan, including amendments to the Plan, if any. In the event of a conflict between this Agreement and the Plan provisions, the Plan provisions will control. The term “*you*” and “*your*” refer to the Grantee named in this Agreement. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Plan. This Agreement shall be binding on all successors and assigns of the Company.

Annual Incentive Award

In accepting the Annual Incentive Award set forth in this Agreement you accept and agree to be bound by all the terms and conditions of the Plan and this Agreement.

**QUANEX BUILDING PRODUCTS
CORPORATION**

[Name and Title of Executing Officer]

Annual Incentive Award

[Applicable Scorecard To Be Determined Annually]

Annual Incentive Award