EXHIBIT 10.15  
BEACON ROOFING SUPPLY, INC.  
SECOND AMENDED AND RESTATED 2014 STOCK PLAN  
STOCK OPTION AGREEMENT  
Grant Information:  
Name:  
Grant Date:  
Type:  
Exercise Price/Share:  
Amount (# Granted):  
Expiration Date:  
  
Vesting Schedule:  
Vest Date Vest Quantity  
A Stock Option (the “Option”) granted as of the date set forth above by Beacon Roofing Supply, Inc., a Delaware corporation (the “Company”), to the employee named above (the “Optionee”), for common stock, par value $.01 per share (the “Common Stock”), of the Company shall be subject to the following terms and conditions:  
1.Stock Option Grant  
Subject to the provisions set forth herein and the terms and conditions of the Beacon Roofing Supply, Inc. Second Amended and Restated 2014 Stock Plan, (the “Plan”), a copy of which is attached hereto, and in consideration of the agreements of the Optionee herein provided, the Company hereby grants to the Optionee an Option to purchase from the Company the number of shares of Common Stock, at the purchase price per share, and on the schedule, set forth above. Any Incentive Stock Option is intended to be an incentive stock option within the meaning of Section 422(b) of the Internal Revenue Code of 1986, as amended.  
2.Acceptance by Optionee  
The receipt of the Option is conditioned upon its acceptance by the Optionee no later than 30 days from the date the Agreement was delivered, provided however, if the Optionee shall fail to accept this Option by the due date, the Optionee’s Option shall be deemed accepted by the Optionee unless the Optionee has notified the Company in writing prior to the due date that he or she declines to accept the Option.  
3.Exercise of Options  
Written notice of an election to exercise any portion of the Option shall be given by the Optionee, or the Optionee’s personal representative in the event of the Optionee’s death, in accordance with procedures established by the Compensation Committee of the Board of Directors of the Company (the “Committee”) as in effect at the time of such exercise.  
At the time of exercise of the Option, payment of the purchase price for the shares of Common Stock with respect to which the Option is exercised must be made by one or more of the following methods: (i) in cash, or (ii) in cash received from a broker-dealer to whom the Optionee has submitted an exercise notice and irrevocable instructions to deliver the purchase price to the Company from the proceeds of the sale of shares subject to the Option.  
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If applicable, an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to delivery of any certificate for shares of Common Stock must also accompany the exercise. Payment of such taxes can be made by a method specified above, and/or by directing the Company to withhold such number of shares of Common Stock otherwise issuable upon exercise of the Option with a fair market value equal to the amount of tax to be withheld.  
4.Exercise Upon Termination of Employment  
(a)Except as set forth in Section 7 below, if the Optionee’s employment with the Company and all affiliates terminates for any reason other than death, disability or retirement, the then vested portion of the Option shall continue to be exercisable until the earlier of the 90th day after the date of the Optionee’s termination or the date the Option expires by its terms.  
(b)In the event of the Optionee’s death or disability during employment with the Company or any affiliate, the outstanding portion of the Option shall become fully vested on such date and shall continue to be exercisable until the earlier of the first anniversary of the date of the Optionee’s death or disability or the date the Option expires by its terms. For this purpose “disability” means (as determined by the Committee in its sole discretion) the inability of the Optionee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or disability or which has lasted or can be expected to last for a continuous period of not less than 12 months. (Full vesting of an Incentive Stock Option may result in all or part of the Option being treated as a Non-Qualified Stock Option in accordance with Section 5.4 of the Plan.)  
(c)In the event of the Optionee’s retirement during employment with the Company or any affiliate, the unvested portion of the Option shall continue to vest in accordance with the vesting schedule set forth above, and the vested portion of the Option shall continue to be exercisable until date the Option expires by its terms, provided that if the Optionee dies after retirement, any unvested portion of the Option shall become fully vested on such date and the outstanding portion of the Option shall continue to be exercisable until the earlier of the first anniversary of the date of the Optionee’s death or the date the Option expires by its terms. For this purpose, (i) “retirement” means the Optionee’s termination from employment with the Company and all affiliates without Cause (as defined in Section 7) when the Optionee is age sixty (60) or older with five (5) or more years of service, and (ii) “years of service” means years of continuous employment with the Company or its affiliates, provided that (A) a break in employment of less than twelve (12) months will be counted as continued employment and a break in employment of twelve (12) or more months will result in the exclusion of the pre-break employment and (B) employment will include any service as a non-employee director on the Board. (Full vesting of an Incentive Stock Option may result in all or part of the Option being treated as a Non-Qualified Stock Option in accordance with Section 5.4 of the Plan.)  
(d)The foregoing provisions of this Section 4 shall be subject to the provisions of any written employment security agreement or severance agreement that has been or may be executed by the Optionee and the Company, and the provisions in such employment security agreement or severance agreement concerning the vesting of an Option in connection with the Optionee’s termination of employment shall supersede any inconsistent or contrary provision of this Section 4, to the extent the terms of such agreement would provide for greater vesting. The provisions of this Agreement shall continue to apply to the extent not covered by such employment security agreement or severance agreement.  
5.Option Not Transferable  
The Option may be exercised only by the Optionee and may not be transferred other than by will or the applicable laws of descent or distribution or pursuant to a qualified domestic relations order. The Option shall not otherwise be assigned, transferred, or pledged for any purpose whatsoever and is not subject, in whole or in part, to attachment, execution or levy of any kind. Any attempted assignment, transfer, pledge, or encumbrance of the Option, other than in accordance with its terms, shall be void and of no effect.  
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6.Surrender of or Changes to Agreement  
In the event the Option shall be exercised in whole, this Agreement shall be surrendered to the Company for cancellation. In the event this Option shall be exercised in part, this Agreement shall be delivered by the Optionee to the Company for the purpose of making appropriate notation thereon, or of otherwise reflecting, in such manner as the Company shall determine, the change in the number of shares.  
7.Forfeiture of Options  
If an Optionee's employment with the Company or its subsidiaries terminates due to Cause, all of the Optionee's Options, including the vested and unvested portions, shall be forfeited as of the date of such termination. For purposes of this Section 7, “Cause” shall mean: (a) conviction of a felony connected with the Optionee’s employment with the Company or its subsidiaries, (b) misappropriation or theft of property of the Company or its subsidiaries, (c) gross negligence or willful misconduct in the performance of the Optionee's duties, (d) any act of fraud against the Company or its subsidiaries, and (e) any unauthorized dissemination of confidential information or trade or business secrets of the Company or its subsidiaries.  
8.Change in Control  
(a)In the event of a Change in Control, as defined in the Plan, unless the Grant is continued or assumed by a public company in an equitable manner, the Grant shall become fully vested and exercisable immediately prior to the Change in Control.  
(b)If the Grant is continued or assumed by a public company in an equitable manner, then the Grant shall continue pursuant to its terms unless there is a Qualifying Termination within one-year following the Change in Control. If a Qualifying Termination occurs within one (1) year following the Change in Control, the Grant shall become fully vested and exercisable immediately.  
(c)For purposes of this Section 8: (1) “Qualifying Termination” means the termination of an Optionee’s employment (a) by the employer for any reason other than Cause; or (b) by an Optionee who was an officer of the Company immediately prior to the Change in Control for Good Reason; (2) “Cause” means (unless otherwise expressly provided in the Optionee’s employment security agreement): the termination of the Optionee’s employment following the occurrence of any one or more of the following: (a) the Optionee’s conviction of, or plea of guilty or nolo contendere to, a felony; (b) the Optionee’s willful and continual failure to substantially perform the Optionee’s duties after written notification; (c) the Optionee’s willful engagement in conduct that is materially injurious to the employer, monetarily or otherwise; (d) the Optionee’s commission of an act of gross misconduct in connection with the performance of the Optionee’s duties; or (e) the Optionee’s material breach of any employment, confidentiality, or other similar agreement with the employer that, if capable of cure, remains uncured 10 days after written notice thereof; and (3) “Good Reason” means, without the Optionee’s consent, (a) a material reduction in the position, duties, or responsibilities of the Optionee from those in effect immediately prior to such change; (b) a reduction in the Optionee’s base salary; (c) a relocation of the Optionee’s primary work location to a distance of more than 50 miles from its location as of immediately prior to such change; or (d) a material breach by the Optionee’s employer of any employment agreement between such employer and the Optionee provided, however, in all cases, the Optionee must give the Company written notice of the circumstances giving rise to the Good Reason event and thirty (30) days to cure such circumstance.  
9.Recoupment  
The Optionee acknowledges and agrees that the Option shall be subject to the Company’s Incentive Compensation Recoupment Policy as in effect from time to time.  
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10.Administration  
The Option shall be exercised in accordance with such administrative regulations as the Committee shall from time to time adopt.  
11.Plan Terms Govern  
This Agreement shall be construed consistent with the provisions of the Plan, and in the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control and any terms of this Agreement which conflict with Plan terms shall be void.  
12.Governing Law  
This Agreement, and the Option, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware.  
By accepting this agreement, the Optionee agrees to be bound by the terms hereof.  
  
BEACON ROOFING SUPPLY, INC.  
  
  
  
  
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