
**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 Report (Date of earliest event reported) June 20, 2014

L.B. Foster Company

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction
of incorporation)

000-10436
(Commission
File Number)

25-1324733
(I.R.S. Employer
Identification No.)

415 Holiday Drive, Pittsburgh, Pennsylvania
(Address of principal executive offices)

15220
(Zip Code)

Registrant's telephone number, including area code (412) 928-3417

(Former name or former address, if changed since last report.)

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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02(e) Compensatory Arrangements with Certain Officers

As disclosed on April 1, 2014 by L.B. Foster Company (the “Company”), on March 31, 2014 Donald L. Foster, Senior Vice President—Construction Products, notified the Company of his intention to retire effective June 20, 2014. On June 20, 2014, the Company entered into a Retirement and Consulting Agreement (the “Consulting Agreement”) and a Non-Competition and Non-Solicitation Agreement (the “Non-Competition Agreement”) (both collectively, the “Agreements”) with Mr. Foster, who will retire from the Company as Senior Vice President – Construction Products on June 20, 2014. The consulting period under the Consulting Agreement will be for one year and will expire on June 20, 2015, and the Non-Competition Agreement will be effective during the Consulting Agreement and for two (2) years following the cessation of consulting services by Mr. Foster.

Under the Agreements, Mr. Foster will continue as an employee of the Company performing his duties as Senior Vice President—Construction Products until June 20, 2014. After that date, he will provide consulting services with respect to the Company’s construction business and receive a consulting fee at the rate of \$1,300 per business day worked or \$162.50 per hour for each partial business day worked, up to an aggregate maximum payment of \$75,000 during the term of the Consulting Agreement. Under the Non-Competition Agreement, for the period specified above, Mr. Foster has agreed not to compete against the Company (i) in the United States with respect to certain products and services; (ii) anywhere in the world with respect to products and services that compete with or are substantially similar to any product or service of the Company or its affiliates upon which Mr. Foster worked during his last two (2) years of employment with the Company; and (iii) anywhere in the world with respect to certain products and services in markets where the Company and its affiliates engage in business activities during the term of the non-compete covenant. Confidentiality, non-solicitation, and related covenants are also undertaken by Mr. Foster for the same period. Mr. Foster also executed a release of claims against the Company.

As additional consideration for the foregoing services and the non-competition and other covenants, the Company has approved Mr. Foster’s retirement and the following corresponding benefits: the accelerated vesting of Mr. Foster’s existing Restricted Stock Awards as of June 20, 2014; continued participation on a pro-rata basis in the Company’s Long Term Incentive Plan with respect to those Performance Share Unit awards made prior to the date of this Agreement but excluding those awards granted in February 2014; Mr. Foster’s outstanding stock option award granted on February 16, 2005 shall remain exercisable through the original expiration date of February 16, 2015, upon which date such option shall expire and terminate; payment of a pro-rata annual cash bonus for fiscal year 2014, if earned; and payment of Mr. Foster’s accrued balance under the Company’s Supplemental Executive Retirement Plan.

A copy of the Agreements are attached as Exhibit 10.1 and Exhibit 10.2.

Item 9.01. Financial Statement and Exhibits.

Exhibit Number	Description
10.1	Retirement and Consulting Agreement and Non-Competition and Non-Solicitation Agreement dated June 20, 2014 between L.B. Foster Company and Donald L. Foster.
10.2	Release Agreement dated June 20, 2014 between L.B. Foster Company and Donald L. Foster.

SIGNATURES

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

L.B. Foster Company

(Registrant)

Date: **June 20, 2014**

/s/ Patrick J. Guinee

Patrick J. Guinee
Vice President, General Counsel and Corporate Secretary

RETIREMENT AND CONSULTING AGREEMENT

This Retirement and Consulting Agreement (this "Agreement"), dated June 20, 2014, is entered into by and between L. B. FOSTER COMPANY, a Pennsylvania corporation (the "Company"), and Donald L. Foster ("Consultant").

RECITALS

WHEREAS, Consultant will voluntarily retire from employment with the Company on June 20, 2014 (the "Commencement Date"); and

WHEREAS, the Company believes that Consultant's expertise and knowledge will enhance the Company's business and the Company wishes to retain Consultant to perform consulting services and fulfill certain related duties and obligations under the terms and conditions of this Agreement, commencing on the Commencement Date; and

WHEREAS, the Company and Consultant have entered into the Non-Competition and Non-Solicitation Agreement of even date herewith.

NOW, THEREFORE, in consideration of: (a) the mutual covenants and agreements set forth in this Agreement; (b) the approval of Consultant's retirement by the Compensation Committee of the Board of Directors of the Company, the accelerated vesting of Consultant's existing Restricted Stock Awards, continued participation on a pro-rata basis in the Company's Long Term Incentive Plan with respect to those Performance Share Unit awards made prior to the date of this Agreement but excluding those awards granted in February 2014, the ability to exercise Consultant's outstanding stock option award granted on February 16, 2005 through the original expiration date of February 16, 2015, upon which date such option shall expire and terminate, payment of a pro-rata annual cash bonus for fiscal year 2014, if earned, and payment of Consultant's accrued balance under the Company's Supplemental Executive Retirement Plan; and (c) other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Retirement. Consultant and Company acknowledge and agree that consideration for the agreements and covenants set forth herein, the Compensation Committee of the Board of Directors of the Company shall approve the retirement of Consultant which shall provide for the following benefits which would not otherwise be provided or payable to Consultant without such action and without the execution of this Agreement and the documents contemplated hereunder: the accelerated vesting of Consultant's existing Restricted Stock Awards; continued participation on a pro-rata basis in the Company's Long Term Incentive Plan with respect to those Performance Share Unit awards made prior to the date of this Agreement but excluding those awards granted in February 2014; Consultant's outstanding stock option award granted on February 16, 2005 shall remain exercisable through the original expiration date of February 16, 2015, upon which date such option shall expire and terminate; payment of a pro-rata annual cash bonus for fiscal year 2014, if earned; and payment of Consultant's accrued balance under the Company's Supplemental Executive Retirement Plan.

2. Employment Period. From the date of this Agreement through and until the Commencement Date (the "Employment Period"), Consultant shall continue as an employee of the Company as Senior Vice President – Construction Products performing his prescribed duties as currently defined and performed, and subject to the Company's policies and requirements applicable to its employees and to Consultant as an executive officer thereof. An Early Termination of the Employment Period shall occur at any time within the Employment Period when (i) Consultant voluntarily terminates his employment with the Company upon written notice to the Company; (ii) Consultant dies or becomes permanently disabled; or (iii) Consultant's employment is terminated by the Company for "cause," as defined in the 2006 Omnibus Incentive Plan, as amended and restated on October 30, 2013 (the "Plan"). An Early Termination shall result in a termination of this Agreement and upon such termination, any and all rights and obligations of the parties under this Agreement shall terminate, including but not limited to any and all duties and compensation applicable to the consulting services which otherwise would have applied following the Commencement Date but subject to the continuing survival of certain terms as set forth in Section 11 below. Consultant hereby irrevocably designates June 20, 2014 as his retirement date from employment with the Company, subject to any applicable Early Termination. Concurrently with such retirement, Consultant shall execute and deliver to the Company a release of all claims against the Company, provided that this Agreement, the Non-Competition and Non-Solicitation Agreement and Consultant's retirement and all other benefits provided to Consultant as a retiree under applicable Company plans shall continue in full force and effect.

3. Consulting Services.

(a) Capacity. Effective on the Commencement Date, the Company retains Consultant with respect to the business of the Company and its subsidiaries to be available on reasonable notice in connection with business issues arising in the areas of Consultant's expertise (the "Duties"). Consultant hereby accepts such position upon the terms and the conditions set forth herein, and shall perform such Duties.

(b) Term and Operation. The consulting services will commence on the Commencement Date and shall continue until, and shall end upon, the first anniversary of the Commencement Date (the "Consulting Period"). Notwithstanding the foregoing, in addition to termination of this Agreement by an Early Termination defined in Section 2 above, this Agreement may be terminated by Consultant in writing upon ninety (90) days written notice to the Company. This Agreement will terminate automatically on the death of Consultant. Additionally, the Company may terminate this Agreement upon a material breach of this Agreement by Consultant which is not cured within sixty (60) days following written notice of such breach from Company.

(c) Compensation. In consideration of Consultant's performance of the consulting services during the Consulting Period, the Company will pay Consultant a fee of \$1,300.00 per business day worked, or an hourly rate of \$162.50 per hour for a partial business day worked, up to an aggregate maximum payment of \$75,000.00 during the Consulting Period, within 30 days following receipt from Consultant of an invoice detailing hours worked and work performed. Such invoices are required to be submitted by Consultant to the Company on a monthly basis to the Company's Vice President – Human Resources & Administration. Each such payment will be a separate payment and not one of a series of payments for purposes of Section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder ("Section 409A").

(d) Reimbursement of Expenses. The Company shall reimburse Consultant for all reasonable expenses incurred by Consultant in the performance of Consultant's duties under this Agreement during the Consulting Period and in compliance with and subject to the expense reimbursement policies and procedures of the Company. Included in such reimbursement shall be Consultant's travel and other expenses in connection with the Duties. Consultant shall not be obligated to make any advance to or for the account of the Company, nor shall Consultant be obligated to incur any expense for the account of the Company without assurance that the necessary funds for the discharge of such expense will be provided. Notwithstanding the foregoing, all domestic expenses over \$5,000.00 to be incurred by Consultant during the Consulting Period in connection with this Agreement shall require the prior approval of the Company's Vice President – Human Resources & Administration, and all expenses and arrangements for international travel and activities will be approved in advance by the Company's Vice President – Human Resources & Administration . Each provision of reimbursement of expenses or in-kind benefit pursuant to this Section 3(d) will be considered a separate payment and not one of a series of payments for purposes of Section 409A.

(e) Section 409A Delay. Notwithstanding any provisions of this Agreement to the contrary, if Consultant is a "specified employee" within the meaning of Section 409A, and determined in accordance with procedures adopted by the Company, at the time of Consultant's Separation from Service (as defined below) and if any portion of the payments or benefits to be received by Consultant under this Section 3 upon Consultant's Separation from Service would be considered deferred compensation under Section 409A, then the following provisions shall apply to each such portion.

(i) Each portion of such payments and benefits that would otherwise be payable pursuant to this Section 3 during the six-month period immediately following Consultant's Separation from Service (the "Delayed Period") shall instead be paid or made available on the earlier of (i) the first business day of the seventh month following the date Consultant incurs a Separation from Service or (ii) Consultant's death (the applicable date, the "Permissible Payment Date").

(ii) With respect to any amount of expenses eligible for reimbursement under Section 3(d), such expenses shall be reimbursed by the Company within 45 calendar days (or, if applicable, on the Permissible Payment Date) following the date on which the Company receives the applicable invoice from Consultant (and approves such invoice) but in no event later than December 31 of the year following the year in which Consultant incurs the related expenses.

(iii) In no event shall the reimbursements or in-kind benefits to be provided by the Company in one taxable year affect the amount of reimbursements or in-kind benefits to be provided in any other taxable year, nor shall Consultant's right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit.

(iv) "Separation From Service" shall be deemed to have occurred on the date on which the level of *bona fide* services reasonably anticipated to be performed by Consultant is less than fifty percent of the average level of *bona fide* services performed by Consultant during the immediately preceding thirty-six-month period. In this regard it is the understanding of the parties that the Consultant's services will be permanently reduced to no more than 20% of the average level of services the Consultant worked for the Company during the immediately preceding 36-month period prior to this retirement dates such that Consultant's termination of employment with the Company immediately after the retirement date shall be classified as a "separation from service" for purposes of Section 409A.

(f) Compliance with Code 409A. It is intended that any amounts payable under this Agreement and the Company's and Consultant's exercise of authority or discretion hereunder will comply with the provisions of Section 409A so as not to subject Consultant to the payment of the additional tax, interest and any tax penalty which may be imposed under Section 409A. In furtherance of this interest, to the extent that any provision hereof would result in Consultant being subject to payment of the additional tax, interest and tax penalty under Section 409A, the parties agree to amend this Agreement in order to bring this Agreement into compliance with Code Section 409A; and thereafter interpret its provisions in a manner that complies with Section 409A Code. Notwithstanding the foregoing, no particular tax result for Consultant with respect to any income recognized by Consultant in connection with the Agreement is guaranteed, and Consultant will be responsible for any taxes, penalties and interest imposed on Consultant under or as a result of Section 409A in connection with this Agreement.

4. Non-Competition and Non-Solicitation Agreement. The Non-Competition and Non-Solicitation Agreement between Consultant and the Company, a copy of which is attached hereto as Exhibit A and made a part hereof, is hereby incorporated into this Retirement and Consulting Agreement and any breach by Consultant of the Non-Competition and Non-Solicitation Agreement shall be considered a material breach of this Agreement which shall not be considered curable but shall result in immediate termination of this Agreement and the Consulting Period, notwithstanding Section 3(b) above. Moreover, the Non-Competition and Non-Solicitation Agreement shall supersede and replace that certain Confidentiality, Intellectual Property and Non-Compete Agreement dated as of April 10, 2007 between Consultant and the Company.

5. Confidentiality.

(a) Consultant will keep in strict confidence, and will not, directly or indirectly, at any time, disclose, furnish, disseminate, make available or, except in the course of Consultant's performance of services for the Company, use any trade secrets or confidential business and technical information of the Company or its customers or vendors, without limitation as to when or how Consultant may have acquired such information. As used in this Agreement, "Confidential Information" shall mean and include, without limitation, technical or business information not readily available to the public or generally known in the trade, including but not limited to the Company's selling, manufacturing, marketing, pricing, distribution, and business plans, methods, strategies and techniques; training, service, and business policies and procedures; inventions; ideas; improvements; discoveries; devices; developments; formulations; specifications; designs; standards; financial data; customer, prospective customer, supplier, vendor, and product information; equipment; mechanisms; processing and packaging techniques;

trade secrets and other confidential information, knowledge, data and know-how of the Company and its Affiliates (as defined below), whether or not they originated with Consultant or information which the Company or its Affiliates received from third parties under an obligation of confidentiality. Consultant specifically acknowledges that all such confidential information, whether reduced to writing, maintained on any form of electronic media, or maintained in the mind or memory of Consultant and whether compiled by the Company, and/or Consultant, derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use, that reasonable efforts have been made by the Company to maintain the secrecy of such information, that such information is the sole property of the Company and that any retention, disclosure or use of such information by Consultant during the term of this Agreement (except in the course of performing services for the Company) or after the termination of this Agreement shall constitute a misappropriation of the Company's trade secrets. As used in this Agreement, the term "Affiliates" shall mean any company that controls, is controlled by, or is under common control with L. B. Foster Company, including but not limited to, any direct or indirect subsidiary or division of L. B. Foster Company.

(b) Consultant agrees that upon the expiration of this Agreement or termination of Consultant's performance of services, for any reason, Consultant shall return to the Company, in good condition, all property of the Company, including without limitation, the originals and all copies of any materials which contain, reflect, summarize, describe, analyze or refer or relate to any items of information listed in Section 5(a) of this Retirement and Consulting Agreement. In the event that such items are not so returned, the Company will have the right to charge Consultant for all reasonable damages, costs, attorneys' fees and other expenses incurred in searching for, taking, removing and/or recovering such property.

(c) All elements of this Section 5 shall apply to and be in full force and effect during the Employment Period, the Consulting Period, and the Non-Compete Period, as set forth in the Non-Competition and Non-Solicitation Agreement.

6. Discoveries and Inventions; Work Made for Hire.

(a) Consultant agrees that upon conception and/or development of any idea, discovery, invention, improvement, software, writing or other material or design that: (A) relates to the business of the Company, or (B) relates to the Company's actual or demonstrably anticipated research or development, or (C) results from any services performed by Consultant for the Company, Consultant will assign to the Company the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design. Consultant has no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design that Consultant conceives and/or develops entirely on Consultant's own time without using the Company's equipment, supplies, facilities, or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design either: (x) relates to the business of the Company, or (y) relates to the Company's actual or demonstrably anticipated research or development, or (z) results from any work performed by Consultant for the Company. Consultant agrees that any idea, discovery, invention, improvement, software, writing or other material or design that relates to the business of the

Company or relates to the Company's actual or demonstrably anticipated research or development which is conceived or suggested by Consultant, either solely or jointly with others, or any successor agreements shall be presumed to have been so made, conceived or suggested in the course of Consultant's performance of services hereunder with the use of the Company's equipment, supplies, facilities, and/or trade secrets.

(b) In order to determine the rights of Consultant and the Company in any idea, discovery, invention, improvement, software, writing or other material, and to insure the protection of the same, Consultant agrees that during the term of this Agreement, and for two (2) years thereafter, Consultant will disclose immediately and fully to the Company any idea, discovery, invention, improvement, software, writing or other material or design conceived, made or developed by Consultant solely or jointly with others, which idea, discovery, invention, improvement, software, writing or other material or design (A) relates to the business of the Company, or (B) relates to the Company's actual or demonstrably anticipated research or development, or (C) results from any services performed by Consultant for the Company. The Company agrees to keep any such disclosures confidential. Consultant also agrees to record descriptions of all work in the manner directed by the Company and agrees that all such records and copies, samples and experimental materials will be the exclusive property of the Company. Consultant agrees that at the request of and without charge to the Company, but at the Company's expense, Consultant will execute a written assignment of the idea, discovery, invention, improvement, software, writing or other material or design to the Company and will assign to the Company any application for letters patent or for trademark registration made thereon, and to any common-law or statutory copyright therein; and that Consultant will do whatever may be necessary or desirable to enable the Company to secure any patent, trademark, copyright, or other property right therein in the United States and in any foreign country, and any division, renewal, continuation, or continuation in part thereof, or for any reissue of any patent issued thereon. In the event the Company is unable, after reasonable effort, and in any event after ten business days, to secure Consultant's signature on a written assignment to the Company of any application for letters patent or to any common-law or statutory copyright or other property right therein, whether because of Consultant's physical or mental incapacity or for any other reason whatsoever, Consultant irrevocably designates and appoints the Vice President and General Counsel of the Company or his or her designee as Consultant's attorney-in-fact to act on Consultant's behalf to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, copyright or trademark.

(c) Consultant acknowledges that, to the extent permitted by law, all work papers, reports, documentation, drawings, photographs, negatives, tapes and masters therefore, prototypes and other materials (hereinafter, "items"), including without limitation, any and all such items generated and maintained on any form of electronic media, generated by Consultant during the term of this Agreement shall be considered a "work made for hire" and that ownership of any and all copyrights in any and all such items shall belong to the Company, provided that such items (A) relate to the business of the Company, or (B) relate to the Company's actual or demonstrably anticipated research or development, or (C) result from any services performed by Consultant for the Company.

(d) All elements of this Section 5 shall apply to and be in full force and effect during the Employment Period, Consulting Period, and the Non-Compete Period, as set forth in the Non-Competition and Non-Solicitation Agreement.

7. Communication of Contents of Agreement. During the term of this Agreement and for two (2) years thereafter, Consultant will disclose the existence of the restrictions and obligations set forth in Sections 5 and 6 of this Agreement and of the entire Non-Competition and Non-Solicitation Agreement to any person, firm, association, partnership, corporation or other entity that Consultant intends to be employed by, associated with, or represent. During the term of this Agreement and for three (3) years thereafter, Consultant will provide notice to the Company of any person, firm, association, partnership, corporation or other entity that Consultant becomes employed by, associated with, or represents.

8. Non-Disparagement. Consultant agrees that he shall not make any disparaging statement about the Company or any current or former officer, director or employee of the Company to any past, present or future customers, employees, clients, contractors, or vendors of the Company or to any news or communications media or to any other person, orally or in writing or by any other medium of communication (including but not limited to Internet communications such as e-mails, message boards, "chat rooms" and web postings). As used herein, the term "disparaging statement" means any communication, oral or written, which is critical of or derogatory towards or which would cause or tend to cause humiliation or embarrassment to or cause a recipient of such communication to question the business condition, integrity, product, service, quality, confidence or good character of the Company or any current or former officer, director or employee of the Company.

9. Relief. Consultant acknowledges and agrees that the remedy at law available to the Company for breach of any of Consultant's obligations under this Agreement would be inadequate. Consultant therefore agrees that, in addition to any other rights or remedies that the Company may have at law or in equity, temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision contained in this Agreement, without the necessity of proof of actual damage.

10. Independent Contractor. During the Consulting Period, Consultant will at all times be and remain an independent contractor. Consultant shall exercise Consultant's own judgment as to the manner and method of providing the consulting services to the Company, subject to applicable laws and requirements reasonably imposed by the Company. Consultant acknowledges and agrees that, during the term of this Agreement, Consultant will not be an employee of the Company or any of its Affiliates for purposes of federal, state, local or foreign income tax withholding, nor unless otherwise specifically provided by law, for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or any Worker's Compensation law of any state or country and for purposes of any benefits provided to employees of the Company or any of its Affiliates under any employee benefit plan currently in effect or which becomes effective during the term of this Agreement. Consultant acknowledges and agrees that as an independent contractor, Consultant will be required, during the term of this Agreement, to pay any applicable taxes on the fees paid to Consultant. Consultant shall indemnify, hold harmless and defend the Company for all tax and other liabilities (including,

without limitation, reasonable fees and expenses of attorneys and other professionals) arising out of or relating to Consultant's failure to report and pay all employment income taxes or other taxes due on taxable amounts paid to or on behalf of Consultant by the Company during the Consulting Period, and for any liability associated with a determination that Consultant should have been classified as an employee of the Company during the term of this Agreement.

11. Survival. Subject to any limits on applicability contained therein, Sections 4, 5, 6, 7, 8, 9, and 11 through 17 hereof shall survive and continue in full force in accordance with its terms notwithstanding any termination of this Agreement.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid or unenforceable in any respect under any applicable law, such invalidity or unenforceability shall not affect any other provision, but this Agreement shall be reformed, construed and enforced as if such invalid or unenforceable provision had never been contained herein.

13. Complete Agreement. This Agreement embodies the complete agreement and understanding between the parties with respect to the subject matter hereof and effective as of its date supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. Moreover, the Non-Competition and Non-Solicitation Agreement attached hereto shall supersede and replace that certain Confidentiality, Intellectual Property and Non-Compete Agreement dated as of April 10, 2007 between Consultant and the Company.

14. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

15. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by Consultant, the Company and their respective successors and assigns, except that neither party may assign any rights or delegate any obligations hereunder without the prior written consent of the other party. Consultant hereby consents to the assignment by the Company of all of its rights and obligations hereunder to any successor to the Company by merger or consolidation or purchase of all or substantially all of the Company's assets, provided such transferee or successor assumes the liabilities of the Company hereunder.

16. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal, substantive laws of the Commonwealth of Pennsylvania. Consultant agrees that the state and federal courts located in Allegheny County, Pennsylvania, shall have jurisdiction in any action, suit or proceeding by or against Consultant based on or arising out of this Agreement and Consultant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Consultant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

17. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Consultant, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

[Remainder of page intentionally left blank]

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

L.B. FOSTER COMPANY

By: /s/ Robert P. Bauer

Name: Robert P. Bauer

Title: President & Chief Executive Officer

/s/ Donald L. Foster

Donald L. Foster

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the "Agreement"), is made and entered into this 20th day of June, 2014, by and between Donald L. Foster, an individual ("Mr. Foster") and L. B. Foster Company and its subsidiaries and Affiliates (as defined below) (collectively, the "Company").

WITNESSETH:

WHEREAS, Mr. Foster is currently employed by the Company on an at-will basis as the Senior Vice President – Construction Products of L. B. Foster Company; and

WHEREAS, the Company shall continue to employ Mr. Foster through June 20, 2014 and to offer him a consulting agreement of a maximum duration of twelve (12) months, commencing June 20, 2014, each at mutually agreed levels of compensation, pursuant to the terms of a Retirement and Consulting Agreement, a copy of which is attached hereto and made a part hereof, that the parties hereto have entered into; and

WHEREAS, Mr. Foster desires to accept the aforementioned proposal and to be bound by the non-competition, non-solicitation, and other obligations under this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual promises that this Agreement contains and other good and valuable consideration, the receipt and adequacy of which Mr. Foster acknowledges, the parties, intending to be bound legally, agree as follows:

1. **Consideration**. Mr. Foster acknowledges and agrees that he has obtained from the Company the Retirement and Consulting Agreement. Mr. Foster acknowledges and agrees that the benefits set forth in the Retirement and Consulting Agreement are full and adequate consideration for this Agreement.
2. **Separation Date**. For the purposes of this Agreement, the date on which Mr. Foster ceases to perform services for the Company pursuant to the Retirement and Consulting Agreement shall be deemed his "Separation Date." If there is an early termination of Mr. Foster's employment under the Retirement and Consulting Agreement, the date of such early termination shall become the Separation Date. Otherwise, the Separation Date is the expiration or termination date of the Consulting Period pursuant to the Retirement and Consulting Agreement. Mr. Foster acknowledges and agrees that he shall have received full consideration for his non-competition and other obligations hereunder whether or not he is employed by the Company through June 20, 2014 and is retained as a consultant through the full term of the Retirement and Consulting Agreement. If Mr. Foster's employment is terminated prior to the Commencement Date under the Retirement and Consulting Agreement, or if Mr. Foster's consulting services are terminated prior to expiration of 12 month consulting period under the terms of the Retirement and Consulting Agreement, Mr. Foster's obligations under this Agreement shall remain in full force and effect, for the entire Non-Compete Period, as defined below.

3. Acknowledgments. Mr. Foster acknowledges and agrees that:

(i) The Company and its Affiliates are engaged in the businesses of manufacturing, fabricating, selling, and distributing, products and services for the rail, piling, fabricated bridge, concrete building, and pipe coating and threading for the energy and utility markets in the United States, Canada, United Kingdom, and throughout the world;

(ii) It is reasonable and necessary for the protection of the business and goodwill of the Company and its Affiliates for Mr. Foster to enter into an agreement respecting non-competition and non-solicitation as set forth in this Agreement;

(iii) It is reasonable for the parties to fix the duration of the non-competition provisions to the period set forth herein, including for the reason that Mr. Foster, pursuant to the Retirement and Consulting Agreement, has been offered the opportunity to perform consulting services for the Company for substantial compensation for a period equivalent to the full term of the restrictions herein;

(iv) Mr. Foster has business experience and abilities such that he would be able to obtain employment in a business different in nature from the Restricted Business (as defined below);

(v) Mr. Foster agrees that the Company and its Affiliates would suffer irreparable injury if Mr. Foster breaches the non-competition provisions set forth in this Agreement;

(vi) As used in this Agreement, the term "Affiliates" shall mean any company that controls, is controlled by, or is under common control with L. B. Foster Company, including, but not limited to, any direct or indirect subsidiary or division of L. B. Foster Company; and

(vii) As used herein, the term "Confidential Information" shall mean and include, without limitation, technical or business information not readily available to the public or generally known in the trade, including but not limited to the Company's selling, manufacturing, marketing, pricing, distribution, and business plans, methods, strategies and techniques; training, service, and business policies and procedures; inventions; ideas; improvements; discoveries; devices; developments; formulations; specifications; designs; standards; financial data; customer, prospective customer, supplier, vendor, and product information; equipment; mechanisms; processing and packaging techniques; trade secrets and other confidential information, knowledge, data and know-how of the Company and its Affiliates, whether or not they originated with Mr. Foster, or information which the Company or its Affiliates received from third parties under an obligation of confidentiality.

4. Restrictions on Competition; Non-Solicitation. Based on the foregoing, and in consideration of the benefits set forth in the Retirement and Consulting Agreement as set forth in Section 1 above, Mr. Foster agrees as follows:

(i) From the date of this Agreement through the Separation Date and for a period of twenty-four (24) months after the Separation Date (which period beginning on the date of this Agreement shall be referred to as the "Non-Compete Period"), Mr. Foster shall not, without the prior written consent of the Company, engage directly or indirectly in the business activities of

developing, manufacturing, fabricating, producing, promoting, marketing, selling, and distributing (the "Business Activities") (A) products and services for the rail market, piling market, fabricated bridge market, concrete building market, and pipe coating and threading for the energy, and utility markets in the United States; (B) any product or service that competes with or is substantially similar to a product or service of the Company and its Affiliates upon or with which Mr. Foster worked during his last two (2) years of employment with the Company anywhere in the world; and (C) products and services for the rail market, piling market, fabricated bridge market, concrete building market, and pipe coating and threading for the energy, and utility markets in anywhere in the world where the Company and/or its Affiliates engage in the Business Activities during the Non-Compete Period (collectively, the "Restricted Business").

(ii) Mr. Foster shall be deemed to be engaged in the Restricted Business directly if he is an officer, director, trustee, agent, or partner of, a consultant or advisor to or for, a shareholder in, or a holder of any financial interest in any Restricted Business. The foregoing shall not be construed to prohibit the mere ownership by Mr. Foster of investments representing less than a 5% interest in the securities of any company if such securities are listed on any national securities exchange.

(iii) The geographic scope of the covenant of Mr. Foster not to compete against the Company and its Affiliates for the Non-Compete Period shall be (A) the United States for products and services for the rail market, piling market, fabricated bridge market, concrete building market, and pipe coating and threading for the energy, and utility markets; (B) anywhere in the world for any product or service that competes with or is substantially similar to a product or service of the Company and its Affiliates upon or with which Mr. Foster worked during his last two (2) years of employment with the Company; and (C) anywhere in the world where the Company and/or its Affiliates engage in the Business Activities during the Non-Compete Period for products and services for the rail market, piling market, fabricated bridge market, concrete building market, and pipe coating and threading for the energy, and utility markets.

(iv) During the term of the Non-Compete Period, Mr. Foster agrees that he shall not, nor will he permit any company or other business entity controlled by him to, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee of the Company or its Affiliates to leave the employ of the Company or its Affiliates for any reason whatsoever.

(v) Mr. Foster covenants and agrees that during the Non-Compete Period, Mr. Foster shall not, directly or indirectly, acting alone or in conjunction with others induce any customer or prospective customer of the Company to patronize any business which is competitive with the Company; canvass, solicit, or accept from any customer or prospective customer of the Company any business which is competitive with the Company; request or advise any individual or entity which is a customer of the Company to withdraw, curtail, or cancel any such customer's business with respect to the Company; or interfere with the Company's business relationship with any customers or suppliers or prospective customers or prospective suppliers of the Company.

(vi) Mr. Foster further promises and agrees that he shall not use for himself or disclose Confidential Information to any person or entity without the prior written consent of the Company.

(vii) Mr. Foster covenants and agrees that he shall not make any disparaging statement about the Company or any current or former officer, director or employee of the Company to any past, present or future customers, employees, clients, contractors, or vendors of the Company or to any news or communications media or to any other person, orally or in writing or by any other medium of communication (including but not limited to Internet communications such as e-mails, message boards, "chat rooms" and web postings). As used herein, the term "disparaging statement" means any communication, oral or written, which is critical of or derogatory towards or which would cause or tend to cause humiliation or embarrassment to or cause a recipient of such communication to question the business condition, integrity, product, service, quality, confidence or good character of the Company or any current or former officer, director or employee of the Company.

5. Extension of Non-Compete Period. If it shall be judicially determined that Mr. Foster has violated his non-compete or non-solicitation obligations under this Agreement, then the period applicable to each obligation that Mr. Foster shall have been determined to have violated shall automatically be extended by a period of time equal in length to the period during which such violation(s) occurred.

6. Authorization to Modify Restrictions. It is the intention of the Company and Mr. Foster that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any provision of this Agreement shall not render unenforceable, or impair, the remainder of this Agreement. If any provision, or any part of this Agreement, is held to be unenforceable because of the duration, area, and/or scope of such provision, the parties agree that the court making such determination shall have the power to reduce the duration, area, and/or scope of such provision, and/or to delete specific words or phrases, and in its reduced form such provisions shall then be enforceable and shall be enforced.

7. Severability. Subject to paragraph 6 above, the provisions of this Agreement are severable. If any part of this Agreement is found to be unenforceable, the other sections shall remain fully valid and enforceable.

8. Injunctive Relief/Remedies. Mr. Foster agrees that any remedy at law will be inadequate for any breach or threatened breach by Mr. Foster of any of the covenants contained in Section 4 of this Agreement and that any breach or threatened breach of such covenants would cause such immediate, irreparable, and permanent damages as would be impossible to ascertain. Therefore, Mr. Foster agrees and consents that, in the event of any breach or threatened breach of the covenants contained in Section 4 of this Agreement, in addition to any and all other remedies available to the Company for such breach or threatened breach, including a recovery of damages, the Company shall be entitled to obtain preliminary or permanent injunctive relief without the necessity of proving actual damages by reason of such breach or threatened breach and, to the extent permitted by applicable law, a temporary restraining order (or similar procedural device) may be granted immediately upon the commencement of such action.

9. Consent to Jurisdiction/Venue/Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Mr. Foster hereby irrevocably waives any objection which he now or hereafter may have to the laying of venue of any action or proceeding arising out of or relating to this Agreement brought in the United States District Court for the Western District of Pennsylvania or the Court of Common Pleas of Allegheny County, Pennsylvania and any objection on the ground that any such action or proceeding in either of such Courts has been brought in an inconvenient forum. In this regard, Mr. Foster hereby irrevocably submits to the personal jurisdiction of the United States District Court for the Western District of Pennsylvania or the Court of Common Pleas of Allegheny County, Pennsylvania in any action or proceeding arising out of or relating to this Agreement. Mr. Foster further hereby irrevocably consents to the service of any summons and complaint and any other process which may be served in any action or proceeding arising out of or related to this Agreement brought in the United States District Court for the Western District of Pennsylvania or the Court of Common Pleas of Allegheny County by the mailing by certified or registered mail of copies of such process to Mr. Foster at his last known address on file at the Company. Mr. Foster and the Company acknowledge that the forums designated herein present the most convenient forums for both parties, and Mr. Foster waives any objections to inconvenience of forum, venue, and personal jurisdiction of the Court.

10. Waiver. The failure of the Company to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or provisions; nor shall the Company be prevented from thereafter enforcing each and every provision of this Agreement. Instead, this Agreement shall remain in full force and effect as if such forbearance or waiver had not occurred. Further, in an action by the Company to enforce this Agreement, any claims asserted by Mr. Foster against the Company shall not constitute a defense to the Company's action.

11. Interpretation. This Agreement shall be construed as a whole according to the fair meaning of its language and, regardless of who is responsible for its original drafting, shall not be construed for or against either party. The captions of the various sections of this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.

3. Non-Reliance. Mr. Foster represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement by the Company or any of its Affiliates or their attorneys not set forth in this Agreement with regard to the subject matter, basis, or effect of this Agreement or otherwise.

14. Assignment. Mr. Foster expressly acknowledges and agrees that this Agreement, and the obligations and covenants of Mr. Foster hereunder, may be assigned by the Company only, in whole or in part, to any person or entity that acquires the Company or all or any portion of the business in which Mr. Foster was employed by the Company.

15. Entire Agreement. This Agreement executed by Mr. Foster and the Company on the dates set forth below set forth the entire agreement between the parties on the subject matter of this Agreement and fully supersedes all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement except as set forth in the Retirement and Consulting Agreement. This Non-Competition and Non-Solicitation Agreement shall supersede and replace that certain Confidentiality, Intellectual Property and Non-Compete Agreement dated as of April 10, 2007 between Consultant and the Company. This Agreement may not be amended or modified except by a written instrument signed by Mr. Foster and a duly authorized representative of the Company.

16. Communication of Restrictions. During the Non-Compete Period, the Company may communicate the existence of the restrictions and obligations contained herein as necessary and appropriate, consistent with the purpose and intent of this Agreement.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

MR. FOSTER ACKNOWLEDGES: (I) THAT HE HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT; (II) THAT HE ENTERS THIS AGREEMENT VOLUNTARILY AND FOR FULL AND SUFFICIENT CONSIDERATION; (III) THAT HE HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF HIS CHOOSING; (IV) THAT THE PROVISIONS OF THIS AGREEMENT ARE REASONABLE; AND (V) THAT HIS EXPERIENCE AND CAPABILITIES ARE SUCH THAT THE PROVISIONS OF THIS AGREEMENT WILL NOT PREVENT HIM FROM EARNING HIS LIVELIHOOD.

IN WITNESS WHEREOF, each party has signed or caused its representative to sign this Agreement on the dates indicated below.

Date: June 20, 2014

/s/ Donald L. Foster

Donald L. Foster

L.B. Foster Company

By: /s/ Robert P. Bauer

Name: Robert P. Bauer

Title: President & Chief Executive Officer



Please Read Carefully. This Release Agreement Includes a Release of Known and Unknown Claims.

RELEASE AGREEMENT

This Release Agreement ("Release") is made and entered into by and between L.B. Foster Company ("Foster" or the "Company") and Donald L. Foster ("Employee") (collectively, "Parties").

RECITALS

WHEREAS, pursuant to a Retirement and Consulting Agreement between the Parties dated June 1, 2014 ("Agreement"), Employee will voluntarily retire from the Company and enter into a consulting agreement with the Company following his retirement; and

WHEREAS, pursuant to the Agreement, the Company has agreed to make certain payments to the Employee and to provide him with certain benefits, subject to the execution of this Release.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Consideration.** Employee acknowledges that: (i) the payments and benefits set forth in the Agreement constitute full settlement of all his rights under the Agreement, (ii) he has no entitlement under any other plan or program for separation pay or benefits from the Company other than as set forth in the Agreement, and (iii) except as otherwise provided specifically in this Release and the Agreement, the Company does not and will not have any other liability or obligation to him. Employee further acknowledges that, in the absence of his execution of this Release, the payments and benefits specified in the Agreement would not otherwise be due to him.
2. **General Release.**
 - (a) In consideration of the separation benefits described in Paragraph 1 of this Release, Employee knowingly and voluntarily releases and forever discharges Foster, its parent, affiliates, subsidiaries, divisions, predecessors, successors and assigns, and all of their current and former employees, attorneys, shareholders, members, officers, directors and agents, and the current and former trustees or administrators of any retirement or other benefit plan applicable to their employees or former employees (collectively "Releasees"), jointly and individually, from all claims, demands, liabilities, obligations, promises, damages, actions and causes of action, known and unknown, in

law or equity, at common law or under any statute, rule, regulation, order or law, whether federal, state or local, which Employee (and/or Employee's heirs, executors, or estate administrators) has or may have against Releasees as of the date Employee signs this Release. Examples of released claims include, but are not limited to, any alleged violation of:

- The National Labor Relations Act;
- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Older Workers Benefit Protection Act;
- The Occupational Safety and Health Act, as amended;
- The Equal Pay Act of 1963;
- Uniformed Services Employment and Reemployment Rights Act;
- The Consolidated Omnibus Budget Reconciliation Act of 1985;
- Any other federal, state or local civil or human rights law;
- Any federal, state, or local public policy, tort, or common law; and
- Any contract, express or implied.

Employee also releases any claim or assertion for recovery of costs, legal fees, or other expenses related in any way whatsoever to the termination of Employee's employment with Foster or its affiliates.

- (b) The Parties intend for this Release to serve as a general release of all of Employee's claims against all Releasees, excluding only those claims that Employee cannot release as a matter of law under any statute or common law. Foster advises Employee to seek independent legal counsel if Employee desires clarification on the scope of this general release.
- (c) This Release does not preclude Employee from filing a charge or complaint with any appropriate federal, state, or local government agency, including but not limited to the Equal Employment Opportunity Commission, and/or from cooperating with any such agency in an investigation. Employee, however, waives any right to file a personal lawsuit, and waives any right to accept, recover or receive monetary damages or other relief for the above released claims as a result of any legal proceeding (including through settlement), without regard as to the party or agency filing the complaint or charge. Employee does not waive the right to seek a judicial determination of the validity of Employee's release of claims arising under the Age Discrimination in Employment Act.

3. **Affirmations.** By signing below, Employee represents and agrees that Employee was not denied any leave or benefit to which there was legal entitlement, received the correct pay for all hours worked, and has no known workplace injuries or occupational diseases. Employee affirms that Employee has not filed, nor has Employee caused to be filed, nor is Employee presently a party to, any claim, complaint, or action against any of the Releasees in any forum or form. Other than the consideration referred to in Paragraph 1, Employee affirms that Employee has been paid and/or has received all leave (paid or unpaid), compensation, wages, and/or commissions to which Employee may be entitled and that no other leave (paid or unpaid), benefits, compensation, wages, payments, and/or commissions are due to Employee. Employee is not aware of any facts that would support the filing of a claim, charge or other proceeding against any of the Releasees. Employee has no knowledge of any illegal or unethical conduct by any of the Releasees.
4. **Non-Admission of Wrongdoing.** Employee agrees that this Release is not an admission of wrongdoing by Foster or the Releasees, and the act of offering this Release will not be used as evidence of any liability or unlawful conduct of any kind.
5. **Acknowledgements.** Employee acknowledges and agrees that:
 - (a) Employee may take up to 21 calendar days to consider this Release. By signing below, Employee may knowingly and voluntarily accept the terms of the Release before the 21-day period has expired.
 - (b) Employee has 7 calendar days to revoke this Release after signing it. To revoke the Release, Employee must deliver, send, fax or email the revocation in writing addressed to Brian H. Kelly, Vice President, Human Resources and Administration, L.B. Foster Company, 415 Holiday Drive, Pittsburgh, PA 15220, fax number (412) 928-5691, email BKelly@LBFoster.com. The revocation must be delivered or postmarked within 7 calendar days after Employee signs this Release.
 - (c) Foster advises Employee to consider carefully the terms of this Release and consult with an attorney of Employee's choice before signing it.
 - (d) Any modifications, material or otherwise, made to this Release do not restart or affect in any manner the original 21 calendar day consideration period.
 - (e) Employee enters into this Release on a knowing and voluntary basis, of his own free will without coercion or duress, with the intent to be legally bound, and with the intent to waive, settle and release all releasable claims Employee has or might have against Foster and its affiliates.
 - (f) Foster executes this Release and provides the payments and benefits set forth in Paragraph 1 in reliance on Employee's representations contained in this Release.

IN WITNESS WHEREOF, L. B. Foster Company and Employee knowingly and voluntarily execute this Release Agreement as of the dates below:

L. B. FOSTER COMPANY

EMPLOYEE

By: /s/ Robert P. Bauer

/s/ Donald L. Foster

Title: President and Chief Executive Officer

Donald L. Foster

Date: June 20, 2014

Date: June 20, 2014