
**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: April 29, 2014 (Date of earliest event reported)

APOGEE ENTERPRISES, INC.

(Exact name of registrant as specified in its charter)

Commission File Number: 0-6365

Minnesota
(State or other jurisdiction
of incorporation)

41-0919654
(IRS Employer
Identification No.)

4400 West 78th Street – Suite 520
Minneapolis, Minnesota 55435
(Address of principal executive offices, including zip code)

(952) 835-1874
(Registrant's telephone number, including area code)

Not Applicable
(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:

- 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 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Bonus Pool Award Agreements

On April 29, 2014, Apogee Enterprises, Inc. (the “Company”) entered into a Bonus Pool Award Agreement with each of the executive officers listed below, which sets forth the terms and conditions pursuant to which the executive officer may receive an annual bonus award for the Company’s fiscal year ending February 28, 2015 under the shareholder-approved Apogee Enterprises, Inc. 2012 Executive Management Incentive Plan (the “Executive MIP”), a copy of which is on file with the Securities and Exchange Commission as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on June 27, 2012. The agreement provides that the executive officer’s right to receive an annual cash bonus award will be determined based on the attainment of certain pre-set performance metrics for fiscal 2015. Any award received will not be taken into account when determining an executive officer’s compensation for purposes of determining benefits under any benefit, pension or retirement plan of the Company, or under any agreement between the Company and the executive officer.

The performance metric to be used to establish the bonus pool under the Executive MIP for fiscal 2015 is operating income. The performance metrics to be used for determining awards under the Executive MIP for fiscal 2015 for the executive officers listed below are net sales, earnings before taxes and days working capital. The table below sets forth certain information with respect to fiscal 2015 annual bonus award payout ranges as a percentage of fiscal 2015 salary for the listed executive officers based on performance at the threshold, target and maximum performance levels.

Name	Position	Fiscal 2015 Annual Cash Incentive Compensation			
		Payout Range as a Percentage of Salary (%)	Threshold Payout as a Percentage of Salary (%) ⁽¹⁾	Target Payout as a Percentage of Salary (%) ⁽²⁾	Maximum Payout as a Percentage of Salary (%) ⁽³⁾
Joseph F. Puishys	Chief Executive Officer and President	0 – 210.00	5.25	105.00	210.00
James S. Porter	Chief Financial Officer	0 – 120.00	3.00	60.00	120.00
Patricia A. Beithon	General Counsel and Corporate Secretary	0 – 120.00	3.00	60.00	120.00
John A. Klein	Senior Vice President, Operations and Supply Chain Management	0 – 80.00	2.00	40.00	80.00
Gary R. Johnson	Vice President and Treasurer	0 – 80.00	2.00	40.00	80.00

- (1) Assumes threshold performance level is achieved for only the performance metric with the lowest weighting and is not achieved for any other performance metric.
- (2) Assumes target performance level is achieved for all performance metrics.
- (3) Assumes maximum performance level is achieved for all performance metrics.

In the event an executive officer’s employment is terminated during a fiscal year for any reason other than Disability or Retirement (as such terms are defined in the agreement) or death, the agreement provides that the executive officer will forfeit any and all rights under the Executive MIP and the agreement relating to such fiscal year. In accordance with the agreement, if an executive officer’s employment with the Company is terminated during the fiscal year as a result of Disability, Retirement or death, the executive officer, or the executive officer’s estate, as applicable, will receive a pro-rata cash payment after the end of the fiscal year to the extent that the threshold, target or maximum performance level of the performance metric is achieved.

All awards under the Executive MIP are subject to forfeiture or recoupment if the Board of Directors of the Company (the “Board”), in its sole discretion, determines that events have occurred that are covered by the Company’s Clawback Policy and that forfeiture or recoupment is appropriate.

The form of Bonus Pool Award Agreement used in connection with annual bonus awards under the Executive MIP, including the awards to executive officers listed above, is attached hereto as Exhibit 10.1 and is incorporated herein by reference (the “Form of Bonus Pool Award Agreement”).

Time-Based Restricted Stock Awards

At meetings of the Company's Compensation Committee (the "Committee") and the Board held on April 29, 2014, the executive officers listed below were awarded shares of time-based restricted stock in the amounts indicated below:

Name	Position	Number of Shares of Restricted Stock	
		Awarded	Fully Vested Date
Joseph F. Puishys	Chief Executive Officer and President	27,000	4/29/2017
James S. Porter	Chief Financial Officer	6,046	4/29/2017
Patricia A. Beithon	General Counsel and Corporate Secretary	4,821	4/29/2017
John A. Klein	Senior Vice President, Operations and Supply Chain Management	2,439	4/29/2017
Gary R. Johnson	Vice President and Treasurer	2,065	4/29/2017

Such restricted stock awards were made pursuant to the shareholder-approved Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended and restated (2011) (the "Stock Incentive Plan"), a copy of which is on file with the Securities and Exchange Commission as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 28, 2011.

The shares of restricted stock vest in three equal annual installments commencing on the first anniversary date of such grant (such three-year period is referred to herein as the "Restricted Period"). In the event the executive officer's employment is terminated prior to the end of the Restricted Period by reason of Retirement (as defined in the agreement) or involuntary termination without Cause (as defined in the agreement), the Committee has the right to cause the remaining unvested shares to be accelerated as of the date of such Retirement or involuntary termination without Cause. In the event the executive officer's employment is terminated prior to the end of the Restricted Period by reason of Disability (as defined in the agreement) or death, the shares of restricted stock will become immediately vested in full.

In the event of a Change in Control (as defined in the Stock Incentive Plan) during the Restricted Period and the executive officer's employment is simultaneously or subsequently terminated by the Company without Cause or by the executive officer for Good Reason (as defined in the agreement) during the Restricted Period, the restrictions with respect to all of the shares held by the executive officer at the time of termination shall lapse and the shares shall immediately vest as of the date of such termination of employment.

The form of Restricted Stock Agreement used in connection with restricted stock awards under the Stock Incentive Plan, including the awards to the executive officers listed above, a copy of which is on file with the Securities and Exchange Commission as Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 2, 2011 (the "Form of Restricted Stock Agreement"), is incorporated herein by reference.

Two-Year Cash-Based Performance Awards

At the meetings of the Committee and the Board held on April 29, 2014, the executive officers listed below were awarded two-year cash-based performance awards representing the right to receive a cash payment from the Company up to the maximum amount set forth below (the "Performance Awards").

Name	Position	Amount of Cash Payment Subject to Award			
		Measuring Period (Fiscal Years)	Threshold Award Amount (\$)(1)	Target Award Amount (\$)(2)	Maximum Award Amount (\$)(3)
Joseph F. Puishys	Chief Executive Officer and President	2015 – 2016	308,000	1,848,000	3,696,000
James S. Porter	Chief Financial Officer	2015 – 2016	94,800	568,800	1,137,600
Patricia A. Beithon	General Counsel and Corporate Secretary	2015 – 2016	75,600	453,600	907,200
John A. Klein	Senior Vice President, Operations and Supply Chain Management	2015 – 2016	38,250	229,500	459,000
Gary R. Johnson	Vice President and Treasurer	2015 – 2016	32,372	194,229	388,458

- (1) Assumes threshold performance level is achieved for only one of the performance goals and is not achieved for any other performance goals. If actual results are below threshold performance level for all performance goals, the payout will be zero.
- (2) Assumes target performance is achieved for all performance goals.
- (3) Assumes maximum performance is achieved for all performance goals.

The Performance Awards were awarded pursuant to the shareholder-approved Stock Incentive Plan, a copy of which is on file with the Securities and Exchange Commission as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 28, 2011.

The amount of cash to be paid to each executive officer pursuant to the Performance Award (the "Cash Payment") will be based on whether and to what extent the threshold, target or maximum performance level of the performance metrics for the period commencing on March 2, 2014 and ending on February 27, 2016 (the "Performance Period") is achieved. The performance metrics for the Performance Period are cumulative net sales, cumulative earnings per share and average return on invested capital. The executive officer will receive a Cash Payment pursuant to the Performance Award if one or more performance metrics is achieved at or above the threshold level. The determination of the Cash Payment amount will occur as soon as practicable after the Committee determines whether, and the extent to which, the performance metrics have been achieved (the "Determination Date"). Following the Determination Date, the Company will pay to the executive officer one-half of the Cash Payment (the "Initial Payment"). On the one year anniversary of the last day of the Performance Period (the "Fully-Vested Date"), the Company will pay to the executive officer the remaining one-half of the Cash Payment (the "Final Payment").

In the event the executive officer's employment is terminated prior to the Fully-Vested Date, the Performance Award and any unpaid Cash Payment shall be immediately forfeited, unless the executive officer's employment is terminated by reason of the executive officer's Retirement or Disability (as such terms are defined in the award agreement) or death. In the event the executive officer's employment is terminated prior to the end of the Performance Period by reason of Retirement, Disability or death, the executive officer or the executive officer's estate, as applicable, shall be entitled to receive a pro-rata portion (based on the amount of time elapsed between the beginning of the Performance Period and the date of termination) of the Cash Payment after the end of the Performance Period to the extent that the threshold, target or maximum performance level of the performance metrics is achieved. In the event the executive officer's employment is terminated after the Performance Period by reason of Retirement, Disability or death, the executive officer or the executive officer's estate, as applicable, shall be entitled to receive the Initial Payment (if not yet paid to the executive officer) and the Final Payment. The Company will pay the Initial Payment following the Determination Date and the Final Payment on the Fully-Vested Date.

The Performance Awards are subject to forfeiture or recoupment if the Board, in its sole discretion, determines that events have occurred that are covered by the Company's Clawback Policy and that forfeiture or recoupment is appropriate.

The form of Performance Award Agreement used in connection with the awards to the executive officers listed above and to be used on a going-forward basis for performance awards under the Stock Incentive Plan is attached hereto as Exhibit 10.3 and is incorporated herein by reference (the "Form of Performance Award Agreement").

The descriptions in this Current Report on Form 8-K of the Form of Bonus Pool Award Agreement and Form of Performance Award Agreement are qualified in their entirety by reference to the attached copy of such agreements. The descriptions in this Current Report on Form 8-K of the Executive MIP, the Stock Incentive Plan and the Form of Restricted Stock Agreement are qualified in their entirety by reference to the copy of such plans and agreements that are on file with the Securities and Exchange Commission as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 27, 2012, Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 28, 2011 and Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 2, 2011, respectively.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Form of Bonus Pool Award Agreement under the Apogee Enterprises, Inc. 2012 Executive Management Incentive Plan.*
- 10.2 Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended and restated (2011) (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 2, 2011).
- 10.3 Form of Performance Award Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended and restated (2011).*

* Filed herewith

SIGNATURE

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

APOGEE ENTERPRISES, INC.

By: /s/ Patricia A. Beithon
Patricia A. Beithon
General Counsel and Secretary

Date: May 5, 2014

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Bonus Pool Award Agreement under the Apogee Enterprises, Inc. 2012 Executive Management Incentive Plan.*
10.2	Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended and restated (2011) (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 2, 2011).
10.3	Form of Performance Award Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended and restated (2011).*

* Filed herewith

APOGEE ENTERPRISES, INC.
2012 EXECUTIVE MANAGEMENT INCENTIVE PLAN

BONUS POOL AWARD AGREEMENT
Fiscal Year ____

Section 1. Establishment

This Bonus Pool Award Agreement (the "Agreement") is entered into as of the ____ day of _____, ____, by and between Apogee Enterprises, Inc., a Minnesota corporation (the "Company"), and _____, an individual resident of the State of _____ ("Participant").

Section 2. The Plan

The Company has established the Apogee Enterprises, Inc., 2012 Executive Management Incentive Plan (the "Plan") for certain executive officers. Participant has been selected by the Compensation Committee of the Company's Board of Directors (the "Committee") to be eligible to participate in the Plan. Participant hereby acknowledges receipt of a copy of the Plan. The Annual Bonus Pool Award made to Participant hereby is subject to all of the terms and conditions of the Plan, which terms and conditions are hereby incorporated by reference herein and made a part hereof.

Section 3. Conditions to Participation

As a condition to participate in the Plan and to receive an Annual Bonus Pool Award, Participant shall execute and return to the Committee a duplicate of this Agreement.

Section 4. Performance Based Award

(a) *Performance-Based Award.* The Annual Bonus Pool Award is intended to be a Performance-Based Award within the meaning of the Plan, and all of the terms and conditions of this Award shall be interpreted in such a manner so as to qualify all compensation paid hereunder as "qualified performance-based compensation" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code").

(b) *Bonus Pool.* Not later than 90 days after the beginning of each fiscal year, the Committee will establish a bonus pool (the "Bonus Pool") equal to a percentage of one or more pre-established, objective Company performance factors (*e.g.*, EBITDA, ROIC or sales) selected by the Committee for the fiscal year. The performance factors and the applicable percentage thereof that make up the Bonus Pool for the year fiscal year (the "Performance Period") are set forth in Appendix I, along with the percentage share in the Bonus Pool to be reserved as an Annual Bonus Pool Award to the Participant for the Performance Period.

Section 5. Earned Awards

Following the close of each Performance Period and prior to payment of any amount to any Participant under the Plan, the Committee must certify in writing as to the computation of the Annual Bonus Pool Award. As provided for in the Plan, the maximum Annual Bonus Pool Award which may be awarded to the Participant pursuant to the Plan with respect to any Performance Period shall not exceed \$3,000,000.

Section 6. Award Payments

On or around May 15 following the close of the Performance Period, and following the computation of the Annual Bonus Pool Award, the Participant shall be paid in cash. The Committee shall retain sole and full discretion to reduce, in whole or in part, the amount of any Annual Bonus Pool Award otherwise payable to the Participant under the Plan. Payment of the Annual Bonus Pool Award may be made, subject to any deferred compensation election which may be permitted pursuant to any deferred compensation plan of the Company on which the Participant participates, at such times, with such restrictions and with such conditions as the Committee, in its sole discretion, may determine at the time of the grant of the Annual Bonus Pool Award.

Section 7. Recoupment

Participant acknowledges, understands and agrees that, notwithstanding anything to the contrary contained herein, the Annual Bonus Pool Award to which the Participant is otherwise entitled (or which has been paid) is subject to forfeiture or recoupment, in whole or in part, at the direction of the Company's Board of Directors (the "Board") if, in the judgment of the Board, events have occurred that are covered by the Company's Clawback Policy (as it exists on the date hereof, and as it may be amended from time to time by the Board, the "Clawback Policy") and the Board further determines, in its sole discretion, that forfeiture or recoupment of all or part of the Annual Bonus Pool Award is appropriate under all of the circumstances considered by the Board. A copy of the Clawback Policy may be obtained from the General Counsel upon the Participant's request.

Section 8. Termination of Employment

(a) If the Participant's employment with the Company or its subsidiaries terminates during a Performance Period for any reason other than Disability or Retirement (as such terms are defined below) or death, the Participant shall forfeit any and all rights under the Plan and this Agreement relating to such Performance Period.

(b) If the Participant's employment with the Company or its subsidiaries terminates during a Performance Period as a result of Disability or Retirement (as such terms are defined below) or death, the Participant or the Participant's beneficiary or estate shall receive a cash settlement after such Performance Period has expired and all performance calculations have been made. Such settlement shall be computed by:

(i) determining the Annual Bonus Pool Award at the end of the Performance Period that would have been earned if the Participant's employment had continued through the Performance Period, and

(ii) multiplying the result in (i) by a fraction, the numerator of which is the number of full fiscal weeks in such Performance Period that the Participant was an employee of the Company or its subsidiaries and the denominator of which is the number of full fiscal weeks comprising the Performance Period.

Unless the Participant has delivered to the Company a beneficiary designation in a form acceptable to the Company, the cash settlement shall be made according to the laws of descent and distribution upon the death of the Participant.

(c) *Disability.* For purposes of this Agreement, “Disability” shall mean any physical or mental condition which would qualify the Participant for a disability benefit under any long-term disability plan maintained by the Company or any Affiliate (as defined in the Plan) then employing the Participant.

(d) *Retirement.* For purposes of this Agreement, “Retirement” shall mean the Participant’s termination of his or her employment relationship with the Company under such circumstances determined to constitute retirement by the Committee in its sole discretion.

Section 9. Nature of Payments

Any and all cash payments pursuant to any Annual Bonus Pool Award granted hereunder shall constitute special incentive payments to the Participant, and such payments shall not be taken into account in computing the amount of the Participant’s salary or compensation for purposes of determining any pension, retirement, death or other benefits under (i) any pension, retirement, profit sharing, bonus, life insurance or other employee benefit plan of the Company or any Affiliate or (ii) any agreement between the Company (or any Affiliate) and the Participant, except to the extent that such plan or agreement expressly provides to the contrary.

Section 10. Interpretations

This Agreement is subject in all respects to the terms of the Plan. In the event that any provision of this Agreement is inconsistent with the terms of the Plan, the terms of the Plan shall govern. Any question of administration or interpretation arising under this Agreement shall be determined by the Committee, and such determination shall be final and conclusive upon all parties in interest.

Section 11. Governing Law

This Bonus Pool Award Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth herein.

APOGEE ENTERPRISES, INC.

By: _____

Its: _____

PARTICIPANT

FISCAL YEAR [year] BONUS POOL AWARD OBJECTIVES AND AMOUNT

A. Bonus Pool

[to be determined by the Compensation Committee.]

B. Annual Bonus Pool Award

[to be determined by the Compensation Committee.]



PERFORMANCE AWARD AGREEMENT

<u>GRANTED TO</u> [Name]	<u>GRANT DATE</u>	<u>AMOUNT OF AWARD (\$)</u> Threshold Amount: _____	<u>SOCIAL SECURITY NUMBER</u>
[Street]	__/__/20__	Target Amount: _____	[SSN]
[City], [State] [Postal]		Maximum Amount: _____	

1. **This Agreement.** This agreement, together with Exhibit A and Exhibit B (collectively, the "*Agreement*"), sets forth the terms and conditions of a performance award representing the right to receive a cash payment from Apogee Enterprises, Inc., a Minnesota corporation (the "*Company*"). This Agreement is issued pursuant to the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended from time to time (the "*Plan*"), and subject to its terms.
2. **The Grant.** The Company hereby grants to the individual named above (the "*Employee*"), as of the above Grant Date, a performance award representing the right to receive a cash payment up to the maximum amount set forth above, subject to the requirements of this Agreement and the terms of the Plan (the "*Performance Award*").
3. **Performance Period.** The "Performance Period" for purposes of determining the cash payment amount shall be fiscal year 20__ through and including fiscal year 20__.
4. **Performance Goals.** The performance goals for purposes of determining the cash payment amount are set forth in the attached Exhibit B.
5. **Payment.** Subject to the terms and conditions of this Agreement, the amount of cash to be paid to the Employee pursuant to this Performance Award (the "*Cash Payment*") will be based on whether and to what extent the threshold, target or maximum performance level of the performance goals is achieved, as set forth in the attached Exhibit B and as determined by the Compensation Committee of the Company's Board of Directors (the "*Committee*") in its sole discretion. The threshold, target and maximum amounts set forth above represent the Cash Payment amount to be made to the Employee if the Company achieved all of the performance goals at the threshold, target or maximum level, respectively. The Employee will receive a Cash Payment pursuant to this Performance Award if one or more performance goals is achieved at or above the threshold level. The determination of the Cash Payment amount will occur as soon as practicable after the Committee determines, in its sole discretion after the end of the Performance Period (or, in the case of a Change in Control (as defined in the Plan), after the Truncated Performance Period, as applicable), whether, and the extent to which, the performance goals have been achieved (the "*Determination Date*"). As soon as administratively feasible following the Determination Date (but in no event later than 75 days following the end of the Performance Period), the Company shall pay to the Employee one-half of the Cash Payment (the "*Initial Payment*"). On the one year anniversary of the last day of the Performance Period (the "*Fully-Vested Date*"), the Company shall pay to the Employee the remaining one-half of the Cash Payment (the "*Final Payment*").
6. **Termination of Employment.** In the event the Employee's employment is terminated prior to the Fully-Vested Date, this Performance Award and any unpaid Cash Payment pursuant to this Agreement shall be immediately and irrevocably forfeited, unless the Employee's employment is terminated under the circumstances described below.

In the event the Employee's employment is terminated prior to the end of the Performance Period by reason of Retirement (as defined in the attached Exhibit A), Disability (as defined in the attached Exhibit A) or death, the Employee or the Employee's estate, as applicable, shall be entitled to receive a pro-rata portion (based on the amount of time elapsed between the beginning of the Performance Period and the date of termination) of the Cash Payment after the end of the Performance Period to the extent that the threshold, target or maximum performance level of the performance goals is achieved, as set forth in the attached Exhibit B and as determined by the Committee in its sole discretion. In the event the Employee's employment is terminated after the Performance Period

by reason of Retirement, Disability or death, the Employee or the Employee's estate, as applicable, shall be entitled to receive the Initial Payment (if not yet paid to the Employee) and the Final Payment. The Cash Payment to be paid to the Employee pursuant to this paragraph shall be paid in accordance with paragraph 5 above.

7. **Recoupment.** Employee acknowledges, understands and agrees that, notwithstanding anything to the contrary contained herein, the Cash Payment to which Employee is otherwise entitled (or which has been paid) is subject to forfeiture or recoupment, in whole or in part, at the direction of the Company's Board of Directors (the "Board") if, in the judgment of the Board, events have occurred that are covered by the Company's Clawback Policy (as it exists on the date hereof, and as it may be amended from time to time by the Board, the "Clawback Policy") and the Board further determines, in its sole discretion, that forfeiture or recoupment of all or part of the Cash Payment is appropriate under all of the circumstances considered by the Board. A copy of Clawback Policy may be obtained from the General Counsel upon the Employee's request.
8. **Change in Control.** If a Change in Control of the Company occurs during the Performance Period, then for purposes of determining the Cash Payment amount, the Performance Period shall be deemed to end on the date of the Change in Control (the shortened Performance Period is referred to herein as the "Truncated Performance Period"). The Cash Payment amount will be based on the extent of achievement of the threshold, target or maximum performance level of the performance goals, as adjusted for the Truncated Performance Period and determined by the Committee in its sole discretion. The Cash Payment to be paid to the Employee pursuant to this paragraph shall be paid in full in a single lump sum payment as soon as administratively feasible following the Determination Date (but in no event later than 60 days following the end of the Truncated Performance Period).

If a Change in Control of the Company occurs after the Performance Period, then the Employee shall be entitled to receive the Initial Payment (if not yet paid to the Employee) and the Final Payment as soon as administratively feasible following the date of the Change in Control (but in no event later than 60 days following the date of the Change in Control).
9. **Restrictions on Transfer.** Neither this Performance Award, nor any right with respect to this Performance Award under this Agreement, may be sold, assigned, transferred or pledged, other than by will or the laws of descent and distribution, and any such attempted transfer shall be void.
10. **Income Taxes.** The Employee is liable for any federal, state and local income or other taxes applicable upon the grant of this Performance Award and the receipt of any payments pursuant to this Performance Award, and the Employee acknowledges that he or she should consult with his or her own tax advisor regarding the applicable tax consequences. The Company will satisfy any applicable tax withholding obligations arising from any payment of this Performance Award by withholding a portion of the cash otherwise to be delivered equal to the amount of such taxes.
11. **Section 409A.** Notwithstanding anything in this Agreement to the contrary, to the extent that this Performance Award constitutes "deferred compensation" subject to Section 409A of the Internal Revenue Code (the "Code"), this Performance Award will not be payable or distributable upon a Change in Control unless the Company determines in good faith that the Change in Control meets the definition of a change in ownership or effective control (or change in ownership of a substantial portion of assets) in Section 409A(a)(2)(A)(v) of the Code and applicable guidance thereunder.
12. **Acknowledgment.** This Performance Award shall not be effective until the Employee dates and signs the form of Acknowledgment below and returns a signed copy of this Agreement to the Company. By signing the Acknowledgment, the Employee agrees to the terms and conditions of this Agreement and the Plan and acknowledges receipt of a copy of the prospectus related to the Plan.

ACKNOWLEDGMENT:

APOGEE ENTERPRISES, INC.

EMPLOYEE'S SIGNATURE

DATE

SOCIAL SECURITY NUMBER

By: _____

[Name]

[Title]

**DEFINED TERMS USED IN THE
PERFORMANCE AWARD AGREEMENT**

The following terms used in this Agreement have the following meanings:

“*Affiliate*” shall have the meaning ascribed to such term in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended.

“*Disability*” shall mean any physical or mental condition which would qualify the Employee for a disability benefit under any long-term disability plan maintained by the Company or any Affiliate then employing the Employee.

“*Retirement*” shall mean the Employee’s termination of his or her employment relationship with the Company under such circumstances determined to constitute retirement by the Committee in its sole discretion.

**PERFORMANCE GOALS UNDER THE
PERFORMANCE AWARD AGREEMENT**

**Performance Goals for Two-Year Performance Period
(_____, 20__ – _____, 20__)**

<u>Performance Goal</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>
Average Return on Invested Capital (weighted as 33-1/3%)			
Cumulative Earnings Per Share (weighted as 33-1/3%)			
Cumulative Net Sales (weighted as 33-1/3%)			
Payment Levels			

- The amount earned by the Employee for performance between the threshold, target and maximum performance levels will be linearly interpolated.