

**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 26, 2011
(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))

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 26, 2011, Apogee Enterprises, Inc. (the “Company”) entered into a Bonus Pool Award Agreement with each of the named executive officers listed below, which sets forth the terms and conditions pursuant to which the executive officer may receive an annual bonus award under the Amended and Restated Apogee Enterprises, Inc. Executive Management Incentive Plan (the “Executive MIP”). The agreements provide that the executive officers’ rights to receive annual cash bonus awards will be determined based on the attainment of certain pre-set performance metrics or goals for the fiscal year.

The performance metrics to be used for determining awards under the Executive MIP for fiscal 2012 for the named executive officers listed below other than Mr. Huffer are net sales and earnings per share from continuing operations at the corporate level. For each of the performance metrics there is a threshold, target and maximum performance level. Mr. Huffer’s award under the Executive MIP for fiscal 2012 will be based on the achievement of certain goals relating to performance of the Viracon business unit and the Company’s cash flow and goals related to the execution of the Company’s enterprise resource planning implementation and other strategic initiatives. The table below sets forth certain information with respect to fiscal 2012 annual bonus award payout ranges as a percentage of fiscal 2012 salary for the named executive officers.

Name	Position	Fiscal 2012 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⁾
Russell Huffer	Chief Executive Officer and President	0 – 75.00	18.75	75.00	75.00
James S. Porter	Chief Financial Officer	0 – 120.00	9.90	60.00	120.00
Patricia A. Beithon	General Counsel and Secretary	0 – 100.00	8.25	50.00	100.00
Gary R. Johnson	Vice President and Treasurer	0 – 50.00	4.13	25.00	50.00

⁽¹⁾ Assumes threshold performance level is achieved for only the performance metric/goal with the lowest weighting and is not achieved for any other performance metric/goal.

⁽²⁾ Assumes target performance level is achieved for all performance metrics/goals.

⁽³⁾ Assumes maximum performance level is achieved for all performance metrics/goals.

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 metrics/goals is achieved.

The form of Bonus Pool Award Agreement used in connection with annual bonus awards under the Executive MIP, a copy of which is on file with the Securities and Exchange Commission as Exhibit 10.1, is incorporated herein by reference to the Company’s Current Report on Form 8-K filed on May 4, 2009 (the “Form of Bonus Pool Award Agreement”).

Performance Share Unit and Restricted Stock Awards

Performance Share Units

On April 26, 2011, the Company's Compensation Committee awarded to the named executive officers listed below performance share unit awards entitling the executive officers to the number of performance share units (the "Units") equal to the target number of shares set forth below (the "Target Award Number").

Name	Measuring Period (Fiscal Years)	Number of Shares Subject to Award		
		Threshold Award Number	Target Award Number	Maximum Award Number
James S. Porter	2012 – 2014	9,177	18,354	36,708
Patricia A. Beithon	2012 – 2014	7,261	14,522	29,044
Gary R. Johnson	2012 – 2014	2,314	4,628	9,256

Each Unit represents the right to receive one share of the Company's common stock, subject to the vesting requirements described below. The Units were awarded pursuant to the shareholder-approved Apogee Enterprises, Inc. 2009 Stock Incentive Plan (the "2009 Stock Incentive Plan"), a copy of which is on file with the Securities and Exchange Commission as Exhibit 4.5 to the Company's Form S-8 filed on June 24, 2009. The form of Performance Share Unit Agreement used in connection with the awards to the executive officers listed above and to be used on a going-forward basis for performance share unit awards under the 2009 Stock Incentive Plan is attached hereto as Exhibit 10.2 and is incorporated herein by reference (the "Form of 2009 Stock Incentive Plan Performance Share Unit Agreement").

The number of Units that will vest 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 February 27, 2011 and ending on March 1, 2014 (the "Performance Period") is achieved. The performance metrics for the Performance Period are average return on invested capital, cumulative earnings per share and market share growth. The Target Award Number will be increased to the Maximum Award Number set forth above if the Company's performance metrics are achieved at the maximum level or decreased to zero if none of the Company's performance metrics are achieved at the threshold performance level. The Threshold Award Number set forth above represents the number of Units that would vest if the Company achieved each performance metric at the threshold level.

In the event the executive officer's employment is terminated during the Performance Period, the Units shall be immediately and irrevocably forfeited, unless the executive officer's termination is by reason of involuntary termination without Cause (as defined in the agreement), Retirement (as defined in the agreement), Disability (as defined in the agreement), or death. In the event the executive officer's employment is terminated prior to the end of the Performance Period by reason of involuntary termination without Cause, the Compensation Committee has the right to permit the executive officer to retain 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 Units after the end of the Performance Period to the extent that the threshold, target or maximum performance level of the performance metrics is achieved and as determined by the Compensation Committee in its sole discretion. 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 retain the Units after the end of the Performance Period to the extent that the threshold, target or maximum performance level of the performance metrics is achieved and as determined by the Compensation Committee in its sole discretion.

In the event of a Change in Control (as defined in the 2009 Stock Incentive Plan) prior to the end of the Performance Period, the Performance Period shall be deemed to end on the date of the Change in Control and the executive officer shall be entitled to retain the Units to the extent that the threshold, target or maximum performance level of the performance metrics is achieved, as adjusted for the truncated Performance Period, and as determined by the Compensation Committee in its sole discretion if (1) the executive officer remains employed through the end of the Performance Period or (2) the executive officer's employment terminates prior to the end of the Performance Period due to Retirement, Disability, death, involuntary termination without Cause or Good Reason (as defined in the agreement).

Time-Based Restricted Stock

On April 26, 2011, the Company's Compensation Committee awarded to the named executive officers listed below shares of time-based restricted stock in the amounts indicated below:

<u>Name</u>	<u>Number of Shares of Restricted Stock Awarded</u>	<u>Vesting Date</u>
James S. Porter	12,113	4/26/2014
Patricia A. Beithon	10,359	4/26/2014
Gary R. Johnson	3,086	4/26/2014

Such restricted stock awards were made pursuant to the 2009 Stock Incentive Plan. The form of Restricted Stock Agreement used in connection with the awards to the executive officers listed above and to be used on a going-forward basis for restricted stock awards under the 2009 Stock Incentive Plan is attached hereto as Exhibit 10.3 and is incorporated herein by reference (the "Form of 2009 Stock Incentive Plan Restricted Stock Agreement").

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 Compensation 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 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 2009 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 description in this Current Report on Form 8-K of the Form of Bonus Pool Award Agreement is qualified in its entirety by reference to the copy of such agreement that 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 May 4, 2009. The descriptions in this Current Report on Form 8-K of the Form of 2009 Stock Incentive Plan Performance Stock Unit Agreement and the Form of 2009 Stock Incentive Plan Restricted Stock Agreement are qualified in their entirety by reference to the attached copies of the agreements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Form of Bonus Pool Award Agreement under the Apogee Enterprises, Inc. Executive Management Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 4, 2009).
- 10.2 Form of Performance Share Unit Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan for awards made on or after April 26, 2011.*
- 10.3 Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan for awards made on or after April 26, 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 2, 2011

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Bonus Pool Award Agreement under the Apogee Enterprises, Inc. Executive Management Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 4, 2009).
10.2	Form of Performance Share Unit Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan for awards made on or after April 26, 2011.*
10.3	Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan for awards made on or after April 26, 2011.*

* Filed herewith



PERFORMANCE SHARE UNIT AGREEMENT

GRANTED TO	GRANT DATE	NUMBER OF PERFORMANCE SHARE UNITS	SOCIAL SECURITY NUMBER
[Name] [Street] [City], [State] [Postal]	___/___/20__	Threshold Award Number: _____ Target Award Number: _____ Maximum Award Number: _____	[SSN]

1. **This Agreement.** This agreement, together with Exhibit A and Exhibit B (collectively, the “*Agreement*”), sets forth the terms and conditions of a performance share unit award representing the right to receive shares of common stock (“*Common Stock*”) of 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 share unit award entitling the Employee to the number of performance share units (the “*Units*”) equal to the “Target Award Number” set forth above (such number of units, the “*Target Award Number*”). Each Unit represents the right to receive one share of Common Stock, subject to the vesting requirements of this Agreement and the terms of the Plan. The number of Units that vest under this Agreement is referred to herein as the “Vested Award Number,” and the shares of Common Stock distributable to the Employee with respect to the Units vested hereunder are referred to as the “Shares.”
3. **Performance Period.** The “Performance Period” for purposes of determining the Vested Award Number shall be fiscal years 20__ through 20__.
4. **Performance Goals.** The performance goals for purposes of determining the Vested Award Number are set forth in the attached Exhibit B.
5. **Vesting.** The number of Units that will vest (*i.e.*, the Vested Award Number) 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 Target Award Number will be increased to the Maximum Award Number set forth above if the Company’s performance goals are achieved at the maximum level or decreased to zero if the Company’s performance goals are not achieved at the threshold performance level. The Threshold Award Number set forth above represents the number of Units that would vest if the Company achieves the performance goals at the threshold level. The determination of the Vested Award Number will occur as soon as practicable after the Committee determines, in its sole discretion after the end of the Performance Period, whether, and the extent to which, the performance goals have been achieved; provided that in no event will such determination be made later than 60 days following the end of the Performance Period (the “*Determination Date*”).
6. **Restrictions on Transfer.** The Units may not 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.
7. **Forfeiture.** In the event the Employee’s employment is terminated during the Performance Period, the Units shall be immediately and irrevocably forfeited, unless the Employee’s employment is terminated under the circumstances described below.

Involuntary Termination Without Cause. In the event the Employee’s employment is terminated prior to the end of the Performance Period by reason of involuntary termination without Cause (as defined in the attached Exhibit A), the Committee reserves the right, exercisable by the Committee within 30 days following the date of the Employee’s involuntary termination without Cause, to permit the Employee to retain 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 Units 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.

Retirement, Disability or Death. 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 retain the Units 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.

Change in Control. If a Change in Control (as defined in the Plan) of the Company occurs prior to the end of the Performance Period, then for purposes of determining the number of Units that are eligible to vest, 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 number of Units that are eligible to vest (the "*Vesting Eligible Units*") 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 Employee's Vesting Eligible Units shall vest if the Employee remains as an Employee of the Company or any Affiliate through the end of the Performance Period; provided, however that:

- If the Employee's employment is terminated prior to the end of the Performance Period by reason of Retirement, Disability or death, the Employee or the Employee's estate, as applicable, shall be entitled to receive Shares with respect to all of the Vesting Eligible Units as of the date of such termination of employment, and
- If the Employee's employment is terminated prior to the end of the Performance Period by the Company without Cause or by the Employee for Good Reason (as defined in the attached Exhibit A), the Employee shall be entitled to receive Shares with respect to all of the Vesting Eligible Units as of the date of such termination of employment.

If the Employee's employment is terminated prior to the end of the Performance Period under any circumstances not described above, the Vesting Eligible Units shall be immediately and irrevocably forfeited and no Shares shall be distributable to the Employee.

8. **Distribution of Shares with Respect to Units.** As soon as administratively feasible following the Determination Date (or, in the case of a qualifying termination following a Change in Control, the termination date) and the Employee's satisfaction of any required tax withholding obligations (but in no event later than 60 days following the end of the Performance Period or, in the case of a qualifying termination following a Change in Control, the termination date), the Company shall issue the Shares in the name of the Employee or in the name of the Employee's legal representatives, beneficiaries or heirs, as the case may be. The Company may, at its option, issue the Shares by book-entry registration or issuance of a stock certificate or certificates.
9. **Rights as Shareholder; Dividend Equivalents.** Prior to the distribution of Shares with respect to Units, the Employee shall not have ownership or rights of ownership of any Shares underlying the Units. Notwithstanding the foregoing, the Employee shall accumulate an unvested right to payment of cash dividend equivalents on the shares of Common Stock underlying Units if cash dividends are declared by the Company's Board of Directors on the Common Stock on or after the Grant Date. Such dividend equivalents will be in an amount of cash per Unit equal to the cash dividend paid with respect to one share of outstanding Common Stock. The Employee shall be entitled solely to payment of accumulated dividend equivalents with respect to the number of Units equal to the number of Shares distributable to the Employee pursuant to this Agreement. Dividend equivalents will be paid to the Employee on the date that the Shares are distributed to the Employee. The Employee shall not be entitled to dividend equivalents with respect to dividends declared prior to the Grant Date. All dividend equivalents accumulated with respect to forfeited Units shall also be irrevocably forfeited.
10. **Income Taxes.** The Employee is liable for any federal, state and local income or other taxes applicable upon the receipt of the Shares, the lapse of restrictions relating to the Units or the subsequent disposition of any of the Shares, and the Employee acknowledges that he or she should consult with his or her own tax advisor regarding the applicable tax consequences. Dividend equivalents accrued with respect to dividends declared before the delivery of the Shares underlying the Units will be treated as compensation income for tax purposes and will be subject to income and payroll tax withholding by the Company. Upon issuance of the Shares, the Employee shall promptly pay to the Company in cash, and/or the Company may withhold from the Employee's compensation or from the Shares or any cash payable in lieu of some or all of such Shares an amount necessary to pay, all applicable taxes required by the Company to be withheld or collected upon such issuance of Shares.

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11. **Section 409A Provision.** This award of Units is intended to be exempt from application of section 409A of the Internal Revenue Code (“*Section 409A*”) by reason of the “short-term deferral” rule set forth in Treasury Regulation § 1.409A-1(b)(4). Notwithstanding anything in the Agreement to the contrary, to the extent that any Unit constitutes “deferred compensation” subject to Section 409A, such Unit will not be payable or distributable upon a qualifying termination of employment unless the Company determines in good faith that (i) the circumstances giving rise to the qualifying termination meet the definition of a “separation from service,” and (ii) in the case of an Employee who is a “specified employee” (as defined under Section 409A), payment on account of separation from service shall be delayed six months after the date of the Employee’s separation from service (or if earlier, upon the Employee’s death).
12. **Acknowledgment.** This award of Units 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 SHARE UNIT 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.

“*Cause*” shall mean:

(i) the willful and continued failure by the Employee substantially to perform his or her duties and obligations (other than any such failure resulting from his or her incapacity due to physical or mental illness or any such actual or anticipated failure resulting from the Employee’s termination for Good Reason),

(ii) the Employee’s conviction or plea bargain of any felony or gross misdemeanor involving moral turpitude, fraud or misappropriation of funds, or

(iii) the willful engaging by the Employee in misconduct which causes substantial injury to the Company or its Affiliates, its other employees or the employees of its Affiliates or its clients or the clients of its Affiliates, whether monetarily or otherwise. For purposes of this paragraph, no action or failure to act on the Employee’s part shall be considered “willful” unless done, or omitted to be done, by the Employee in bad faith and without reasonable belief that his or her action or omission was in the best interests of the Company.

“*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.

“*Good Reason*” shall mean the occurrence of any of the following events, in each case, after the Employee has provided written notice to the Company within 30 days of the occurrence of such event and the Company has failed to cure, to the Employee’s reasonable satisfaction, the cause of such event within 30 days after the date of such written notice (and the Employee terminates employment within 30 days of the expiration of such cure period), except for the occurrence of such an event in connection with the termination or reassignment of the Employee’s employment by the Company (or any Affiliate then employing the Employee) for Cause, for Disability or for death:

(i) the assignment to the Employee of employment duties or responsibilities which are not at least of materially comparable responsibility and status as the employment duties and responsibilities held by the Employee immediately prior to a Change in Control, or any removal of the Employee from or any failure to reelect or reappoint the Employee to any positions held by the Employee immediately prior to a Change in Control, except in connection with the termination of his or her employment for Disability, Retirement or Cause, or as a result of the Employee’s death, or by the Employee other than for Good Reason;

(ii) a material reduction by the Company (or any Affiliate then employing the Employee) in the Employee’s base salary as in effect immediately prior to a Change in Control or as the same may be increased from time to time during the term of this Agreement; or

(iii) the Company’s (or any Affiliate then employing the Employee) requiring the Employee to be based anywhere other than within 50 miles of the Employee’s office location immediately prior to a Change in Control, except for requirements of temporary travel on the Company’s business to an extent substantially consistent with the Employee’s business travel obligations immediately prior to a Change in Control.

“*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 SHARE UNIT AGREEMENT**

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

Performance Goal	Threshold	Target	Maximum
Average Return on Invested Capital (weighted as 33 1/3%)			
Cumulative Earnings Per Share (weighted as 33 1/3%)			
Market Share Growth (weighted as 33 1/3%)			
Payment Levels (% of Target Award Number)			

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



RESTRICTED STOCK AGREEMENT

GRANTED TO	GRANT DATE	NUMBER OF SHARES OF RESTRICTED STOCK	SOCIAL SECURITY NUMBER
[Name] [Street] [City], [State] [Postal]	__/__/20__	[_____]	[SSN]

1. **This Grant.** Apogee Enterprises, Inc., a Minnesota corporation (the “*Company*”), hereby grants to the individual named above (the “*Employee*”), as of the above grant date and on the terms and conditions set forth in this restricted stock agreement (this “*Agreement*”) and in the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended from time to time (the “*Plan*”), the number of shares of restricted stock set forth above (the “*Shares*”).
2. **Restricted Period.** The Shares are subject to restrictions contained in this Agreement and the Plan for a period (the “*Restricted Period*”) commencing on the Grant Date and ending as to [1/3 of the Shares on each of the first three anniversaries of the Grant date] or, if earlier, upon (a) the Employee’s Retirement, involuntary termination without Cause, Disability or death, as provided in paragraph 4 below, or (b) the Employee’s involuntary termination without Cause or voluntary termination for Good Reason upon or following a Change in Control (as defined in the Plan) of the Company, as provided in paragraph 4 below. The terms “Retirement,” “Cause,” “Disability” and “Good Reason” are defined in the attached Exhibit A.
3. **Restrictions.** The shares shall be subject to the following restrictions during the Restricted Period:
 - The Shares shall be subject to forfeiture to the Company as provided in this Agreement and in the Plan.
 - The Employee may not sell, transfer, pledge or otherwise encumber the Shares during the Restricted Period. Neither the right to receive the Shares nor any interest under the Plan may be transferred by the Employee, and any attempted transfer shall be void.
 - The Company will issue the Shares in the Employee’s name and may, at its option, issue the shares by book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company. The Shares shall be restricted from transfer and shall be subject to an appropriate stop-transfer order. If any certificate is issued, the certificate shall bear an appropriate legend referring to the restrictions applicable to the Shares. If any certificate is issued, the Employee shall be required to execute and deliver to the Company a stock power relating to the Shares as a condition to the receipt of this award.
 - Any securities or property (other than cash) that may be issued with respect to the Shares as a result of any stock dividend, stock split, business combination or other event shall be subject to the restrictions and other terms and conditions contained in this Agreement.
 - The Employee shall not be entitled to receive any Shares prior to the completion of any registration or qualification of the Shares under any federal or state law or governmental rule or regulation that the Company, in its sole discretion, determines to be necessary or advisable.
4. **Forfeiture; Lapse of Restrictions.** In the event the Employee’s employment is terminated during the Restricted Period, the unvested Shares held by the Employee at such time shall be immediately and irrevocably forfeited, unless the Employee’s employment is terminated under the circumstances described below.

Retirement or Involuntary Termination Without Cause. In the event the Employee’s employment is terminated prior to the end of the Restricted Period by reason of Retirement or involuntary termination without Cause, the Committee (as defined in the Plan) reserves the right, exercisable by the Committee within 30 days following the date of the Employee’s Retirement or involuntary termination without Cause, to cause the remaining unvested Shares to be accelerated, in whole or in part, as of the date of such Retirement or involuntary termination.

Disability or Death. In the event the Employee's employment is terminated prior to the end of the Restricted Period by reason of Disability or death, the restrictions with respect to all of the Shares held by the Employee at such time shall lapse and the Shares shall vest as of the date of such termination of employment.

Change in Control. In the event of a Change in Control of the Company during the Restricted Period and the Employee's employment is simultaneously or subsequently terminated by the Company without Cause or by the Employee for Good Reason during the Restricted Period, the restrictions with respect to all of the Shares held by the Employee at the time of termination shall lapse and the Shares shall immediately vest as of the date of such termination of employment.

5. **Rights as Shareholder.** Upon issuance of the Shares, the Employee shall, subject to the restrictions of this Agreement and the Plan, have all of the rights of a shareholder with respect to the Shares, including the right to vote the Shares and receive any cash dividends and any other distributions thereon, unless and until the Employee forfeits the Shares.
6. **Income Taxes.** The Employee is liable for any federal, state and local income or other taxes applicable upon the receipt of the Shares, the lapse of restrictions relating to the Shares or the subsequent disposition of any of the Shares, and the Employee acknowledges that he or she should consult with his or her own tax advisor regarding the applicable tax consequences. Upon vesting of the Shares, the Employee shall promptly pay to the Company in cash, and/or the Company may withhold from the Employee's compensation, all applicable taxes required by the Company to be withheld or collected upon such vesting.
7. **Acknowledgment.** This grant of Shares 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
RESTRICTED STOCK 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.

“*Cause*” shall mean:

(i) the willful and continued failure by the Employee substantially to perform his or her duties and obligations (other than any such failure resulting from his or her incapacity due to physical or mental illness or any such actual or anticipated failure resulting from the Employee’s termination for Good Reason),

(ii) the Employee’s conviction or plea bargain of any felony or gross misdemeanor involving moral turpitude, fraud or misappropriation of funds, or

(iii) the willful engaging by the Employee in misconduct which causes substantial injury to the Company or its Affiliates, its other employees or the employees of its Affiliates or its clients or the clients of its Affiliates, whether monetarily or otherwise. For purposes of this paragraph, no action or failure to act on the Employee’s part shall be considered “willful” unless done, or omitted to be done, by the Employee in bad faith and without reasonable belief that his or her action or omission was in the best interests of the Company.

“*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.

“*Good Reason*” shall mean the occurrence of any of the following events, in each case, after the Employee has provided written notice to the Company within 30 days of the occurrence of such event and the Company has failed to cure, to the Employee’s reasonable satisfaction, the cause of such event within 30 days after the date of such written notice (and the Employee terminates employment within 30 days of the expiration of such cure period), except for the occurrence of such an event in connection with the termination or reassignment of the Employee’s employment by the Company (or any Affiliate then employing the Employee) for Cause, for Disability or for death:

(i) the assignment to the Employee of employment duties or responsibilities which are not at least of materially comparable responsibility and status as the employment duties and responsibilities held by the Employee immediately prior to a Change in Control, or any removal of the Employee from or any failure to reelect or reappoint the Employee to any positions held by the Employee immediately prior to a Change in Control, except in connection with the termination of his or her employment for Disability, Retirement or Cause, or as a result of the Employee’s death, or by the Employee other than for Good Reason;

(ii) a material reduction by the Company (or any Affiliate then employing the Employee) in the Employee’s base salary as in effect immediately prior to a Change in Control or as the same may be increased from time to time during the term of this Agreement; or

(iii) the Company’s (or any Affiliate then employing the Employee) requiring the Employee to be based anywhere other than within 50 miles of the Employee’s office location immediately prior to a Change in Control, except for requirements of temporary travel on the Company’s business to an extent substantially consistent with the Employee’s business travel obligations immediately prior to a Change in Control.

“*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.