

**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): January 14, 2020

APOGEE ENTERPRISES, INC.
(Exact name of registrant as specified in its charter)

Minnesota
(State or other jurisdiction of incorporation)

0-6365
(Commission File Number)

41-0919654
(I.R.S. Employer Identification No.)

**4400 West 78th Street - Suite 520, Minneapolis,
Minnesota**
(Address of principal executive offices)

55435
(Zip Code)

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

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.33 1/3 Par Value	APOG	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 9, 2019, Apogee Enterprises, Inc. (the “Company”) announced that, in connection with his promotion to President of the Company’s Architectural Framing Systems segment, Brent C. Jewell became entitled to receive a restricted stock award for 10,000 shares under the Company’s 2019 Stock Incentive Plan, once the plan had been approved by the Company’s shareholders. The 2019 Stock Incentive Plan was approved by the Company’s shareholders on January 14, 2020, and Mr. Jewell was awarded 10,000 shares of restricted stock, to vest in equal installments on January 14, 2021, August 5, 2021 and August 5, 2022, provided he remains employed by the Company and subject to the terms and conditions of the restricted stock award agreement. A copy of the 2019 Stock Incentive Plan is on file with the Securities and Exchange Commission as Appendix B to the Company’s proxy statement for the 2019 Annual Meeting.

The form of Restricted Stock Agreement used in connection with Mr. Jewell’s restricted stock award under the 2019 Stock Incentive Plan is attached hereto as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On January 14, 2020, the Company held its 2020 annual meeting of shareholders (the “Annual Meeting”). At the Annual Meeting, the Company’s shareholders, upon recommendation of the Company’s board of directors (the “Board”), approved four amendments to the Company’s Restated Articles of Incorporation (the “Articles”).

One of the amendments to the Articles establishes a majority vote standard for the election of directors, further strengthening the right of a majority of shareholders to elect the directors. Prior to this amendment, the voting standard applicable to the Company under the Minnesota Business Corporation Act was a plurality, which means that the nominees who had received the highest number of votes for election, up to the number of director positions subject to election, would have been elected to the Board.

Two additional amendments establish a majority vote standard for the removal of directors for cause and for the amendment of the director removal provision in the Articles. Prior to these amendments, the voting requirement to remove a director for cause or to amend the director removal provision was 80% of the outstanding shares.

The fourth amendment eliminated the “anti-greenmail provision” formerly contained in the Articles.

The foregoing description of the amendments to the Articles does not purport to be complete and is qualified in its entirety by reference to the Articles of Amendment attached hereto as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 8.01. Other Events.

Effective January 14, 2020, Donald A. Nolan was elected by the Board to succeed Bernard P. Aldrich as Non-Executive Chair of the Board.

At the Annual Meeting, the Company’s shareholders approved the Company’s 2019 Non-Employee Director Stock Plan (the “2019 Director Stock Plan”). A copy of the 2019 Director Stock Plan is on file with the Securities and Exchange Commission as Appendix C to the Company’s proxy statement for the 2019 Annual Meeting. The form of Restricted Stock Agreement and Deferred Restricted Stock Unit Agreement used in connection with the 2019 Director Stock Plan are attached hereto as Exhibit 10.2 and 10.3, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit Number	Description
3.1	Articles of Amendment to the Restated Articles of Incorporation of Apogee Enterprises, Inc., as filed with the Minnesota Secretary of State on January 15, 2020.
10.1	Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2019 Stock Incentive Plan.
10.2	Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2019 Non-Employee Director Stock Incentive Plan.
10.3	Form of Deferred Restricted Stock Unit Agreement under the Apogee Enterprises, Inc. 2019 Non-Employee Director Stock Incentive Plan.
104	Cover Page interactive Data File (embedded within the Inline XBRL document).

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.

Date: January 15, 2020

APOGEE ENTERPRISES, INC.

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

**ARTICLES OF AMENDMENT
TO RESTATED ARTICLES OF INCORPORATION
OF
APOGEE ENTERPRISES, INC.**

1. The name of the corporation is Apogee Enterprises, Inc.
2. The following is the full text of the amendments to the Restated Articles of Incorporation of Apogee Enterprises, Inc., approved by the requisite votes of the shareholders of Apogee Enterprises, Inc. at a duly held meeting of its shareholders on January 14, 2020:

RESOLVED, that the Restated Articles of Incorporation (the "Articles") shall be amended as follows:

A. The Articles shall be amended to insert a new Section 5.02 as follows in its entirety, and the current Sections 5.02 and 5.03 of Article V shall be renumbered accordingly:

"5.02. Required Vote for Election of Directors. Subject to the next sentence of this Section 5.02 and to the rights, if any, of the holders of one or more classes or series of preferred shares voting separately by class or series to elect directors in accordance with the terms of such class or series of preferred shares, at all meetings of the shareholders at which directors are to be elected, a nominee for director shall only be elected by the vote of a majority of the votes cast with respect to such nominee by the shareholders entitled to vote and present in person or represented by proxy at a meeting duly called and held for such purpose and at which a quorum is present. If any nominee is running in a contested election, then the nominee or other candidate receiving a plurality of the votes cast in his or her favor by the shareholders entitled to vote and present in person or represented by proxy at a meeting duly called and held for such purpose and at which a quorum is present shall be elected. For the avoidance of doubt, shares that are not voted in favor or against a nominee (i.e., shares that are designated as abstentions, authority withheld or with no voting direction given) shall not be deemed cast for purposes of calculating the vote for a nominee.

A contested election is one in which (a) as of the last day for delivery of a notice under the third sentence of Section 1.09 of the Company's Amended and Restated By-laws ("By-laws"), a shareholder has complied with the requirements of Section 1.09 of the By-laws regarding one or more nominees, in each case, as such Section 1.09 may be modified, amended or otherwise altered or replaced from time to time; and (b) prior to the date that notice of the meeting is given, the Board of Directors has not made a determination that none of the nominees of the shareholder creates a bona fide election contest. For purposes of this Section 5.02, it is assumed that, as of the last day for delivery of a notice under Section 1.09 of the By-laws (as such Section 1.09 may be modified, amended or otherwise altered or replaced from time to time), the Board of Directors has nominated a candidate for each of the director positions to be voted on at the meeting.

If any nominee for director in an uncontested election is not elected and the nominee is an incumbent director, that director shall promptly tender his or her resignation to the Board of Directors, subject to acceptance by the Board of Directors. The Nominating and Corporate Governance Committee of the Board of Directors (or such other duly constituted committee of the Board of Directors then-authorized to make a recommendation, "Nominating and Governance Committee") will make a recommendation to the Board of Directors as to whether to accept or reject the tendered resignation, or whether other action should be taken. The Board of Directors will act on the tendered resignation, taking into account the Nominating and Governance Committee's recommendation, and publicly disclose (by a press release, a filing with the Securities and Exchange Commission or other broadly disseminated means of communication) its decision regarding the tendered resignation and the rationale behind the decision within 90 days from the date of the certification of the election results. The Nominating and Governance Committee, in making its recommendation, and the Board of Directors, in making its decision, may each consider any factors or other information that they consider appropriate and relevant. The director who tenders his or her resignation will not participate in the recommendation of the Nominating and Governance Committee or the decision of the Board of Directors with respect to his or her resignation.

If a director's resignation is accepted by the Board of Directors pursuant to this Section 5.02, or if a nominee for director is not elected and the nominee is not an incumbent director, then the Board of Directors may fill the resulting vacancy pursuant to the provisions of Section 5.01 or may decrease the size of the Board of Directors in accordance with applicable law.

Notwithstanding anything to the contrary contained in these Articles of Incorporation (including in this Article V), the affirmative vote of the holders of a majority of the combined voting power of the then outstanding shares of the Corporation entitled to vote generally in the election of directors and present at a meeting of shareholders, voting together as a single class, shall be required to alter, amend, or adopt any provision inconsistent with or to repeal Section 5.02 of this Article V."

B. After giving effect to the renumbering of the former Section 5.02 pursuant to the amendment described above, the newly renumbered Section 5.03 of the Articles shall be deleted and replaced in its entirety with the following:

"5.03. *Removal.* Any director may be removed from office as a director (1) by the affirmative vote of the holders of a majority of the combined voting power of the then outstanding shares of the Corporation entitled to vote generally in the election of directors and present at a meeting of shareholders, voting together as a single class, and only for cause, or (2) by a majority of the directors then in office, with or without cause."

C. After giving effect to the renumbering of the former Section 5.03 pursuant to the amendments described above, the newly renumbered Section 5.04 of the Articles shall be deleted and replaced in its entirety with the following:

“5.04. *Amendment.* (1) The affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, or adopt any provision inconsistent with or repeal Section 5.01 of this Article V and (2) the affirmative vote of the holders of a majority of the combined voting power of the then outstanding shares of the Corporation entitled to vote generally in the election of directors and present at a meeting of shareholders, voting together as a single class, shall be required to alter, amend, or adopt any provision inconsistent with or repeal any Section of this Article V other than Section 5.01 of this Article V.”

D. Article VIII of the Articles is hereby deleted and replaced in its entirety as follows:

ARTICLE VIII

[INTENTIONALLY OMITTED]

3. The foregoing change shall be effective upon the date of filing with the Office of the Minnesota Secretary of State.
4. The foregoing amendment was adopted in accordance with Chapter 302A of the Minnesota Business Corporation Act.

IN WITNESS WHEREOF, the undersigned, General Counsel and Secretary of Apogee Enterprises, Inc., being duly authorized on behalf of such corporation, has executed this certificate this 15th day of January, 2020.

/s/Patricia A. Beithon

Name: Patricia A. Beithon

Title: General Counsel and Secretary



RESTRICTED STOCK AGREEMENT

<u>GRANTED TO</u>	<u>GRANT DATE</u>	<u>NUMBER OF SHARES OF RESTRICTED STOCK</u>	<u>SOCIAL SECURITY NUMBER</u>
[Name] [Street Address] [City, State Zip Code]	mm/dd/yyyy	XXXX	XXX-XX-XXXX

- 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 subject to the terms and conditions set forth in this restricted stock agreement (this “*Agreement*”) and in the Apogee Enterprises, Inc. 2019 Stock Incentive Plan, as amended from time to time (the “*Plan*”), the number of shares of restricted stock set forth above (the “*Shares of Restricted Stock*”). Capitalized terms used in this Agreement which are not defined herein shall have the meanings given to such terms in the Plan.
- Vesting and Forfeiture.** Except as provided below, the Shares of Restricted Stock shall vest as follows:

<u>Vesting Date</u>	<u>Number of Shares Vested</u>
_____, 20__	—
_____, 20__	—
_____, 20__	—
_____, 20__	—

Termination of Employment. Upon the Employee’s Termination of Employment, any remaining unvested Shares of Restricted Stock shall cease vesting immediately, and shall be irrevocably forfeited on the 30th day following the Employee’s Termination of Employment, unless vesting is accelerated as provided below.

Retirement or Involuntary Termination Without Cause. In the event the Employee incurs an involuntary Termination of Employment by the Company without Cause, or a voluntary Termination of Employment by reason of the Employee’s Retirement, the Committee reserves the right, exercisable by the Committee prior to or within 30 days following the date of the Employee’s Termination of Employment, to cause vesting of the remaining unvested Shares of Restricted Stock to be accelerated, in whole or in part, as of the date of such Termination of Employment.

Disability or Death. In the event the Employee incurs a Termination of Employment by reason of the Employee’s Disability or death, any remaining unvested Shares of Restricted Stock shall vest as of the date of such Disability or death.

Change in Control. In the event of a Change in Control of the Company and the Employee simultaneously or subsequently incurs a Termination of Employment by the Company without Cause, or by the Employee for Good Reason, any remaining unvested Shares of Restricted Stock shall vest as of the date of such Termination of Employment.

The terms “Cause,” “Good Reason,” and “Termination of Employment” are defined in the attached Exhibit A.

- Rights as Shareholder and Restrictions During the Vesting Period.** Except as provided below, upon issuance of the Shares of Restricted Stock and prior to vesting, the Employee shall have all of the rights of a shareholder with respect to the Shares of Restricted Stock, including the right to vote the Shares of Restricted Stock, unless and until the Employee forfeits the Shares of Restricted Stock as provided in Section 2. Notwithstanding the foregoing, during the vesting period, the Shares of Restricted Stock shall be subject to the following restrictions:

- The Company will issue the Shares of Restricted Stock in the Employee’s name and may, at its option, issue the Shares of Restricted Stock by book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company. The Shares of Restricted Stock 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 of Restricted Stock. If any certificate is issued, the Employee shall be required to execute and deliver to the Company a stock power relating to the Shares of Restricted Stock as a condition to the receipt of this award.
 - Until the Shares of Restricted Stock vest as provided in Section 2, the Employee may not sell, transfer, pledge or otherwise encumber unvested Shares of Restricted Stock. Neither the right to receive the Shares of Restricted Stock nor any interest under the Plan may be transferred by the Employee, and any attempted transfer shall be void.
 - The Employee shall accumulate an unvested right to dividend amounts on the Shares of Restricted Stock if cash dividends are declared on the shares on or after the Grant Date. Each time a dividend is paid on Shares, the Employee shall accrue an amount equal to the amount of the dividend payable on the Employee’s Restricted Stock on the dividend record date. The accrued amounts shall be subject to the same vesting, forfeiture and share delivery terms in Sections 2 and 3 herein as if they had been awarded on the Grant Date. The Employee shall not be entitled to amounts with respect to dividends declared prior to the Grant Date. All dividend amounts accumulated with respect to forfeited Restricted Stock shall also be irrevocably forfeited.
 - Any securities or property (other than cash) that may be issued with respect to the Shares of Restricted Stock 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 of Restricted Stock prior to the completion of any registration or qualification of the Shares of Restricted Stock under any federal or state law or governmental rule or regulation that the Company, in its sole discretion, determines to be necessary or advisable. In addition, all Shares of Restricted Stock issued hereunder remain subject to all other restrictions provided in the Plan.
4. **Income Taxes.** The Employee is liable for any federal, state and local income or other taxes (“Tax-Related Items”) upon the receipt of the Shares of Restricted Stock, the lapse of restrictions relating to the Shares of Restricted Stock or the subsequent disposition of any of the Shares of Restricted Stock, 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 of Restricted Stock, 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. Absent a timely election of a withholding method, all withholding shall be accomplished by withholding of Shares that would otherwise be released upon vesting having a Fair Market Value equal to the required withholding amounts for Tax-Related Items.
5. **Acknowledgment.** This grant of Shares of Restricted Stock 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

By: _____
[Name]
Chief Executive Officer and President

DATE

DATE

**DEFINED TERMS USED IN THE
RESTRICTED STOCK AGREEMENT**

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

“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.

“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.

“Termination of Employment” shall mean the Employee’s termination of employment with the Company and all Affiliates. For avoidance of doubt, if the Employee is employed by an Affiliate that is sold or otherwise ceases to be an Affiliate of the Company, the Employee shall incur a Termination of Employment.



RESTRICTED STOCK AGREEMENT

GRANTED TO	GRANT DATE	NUMBER OF SHARES OF RESTRICTED STOCK	SOCIAL SECURITY NUMBER
<Name>	<mm/dd/yyyy>	<# Shares Granted>	<SSN>
<Address>			
<City, State Zip Code>			

1. **This Grant.** Apogee Enterprises, Inc., a Minnesota corporation (the "*Company*"), hereby grants to the non-employee director named above (the "*Director*"), as of the above grant date and on the terms and conditions set forth in this restricted stock agreement (the "*Agreement*") and in the Apogee Enterprises, Inc. 2019 Non-Employee Director Stock Plan, as amended from time to time (the "*Plan*"), the number of shares of restricted stock set forth above (the "*Shares*"). Capitalized terms used in this Agreement which are not defined herein shall have the meanings given to such terms in the Plan.
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 [*vesting provision*] or, if earlier, upon (a) the Director's Retirement, death or Disability, as provided in paragraph 4 below or (b) a Change in Control of the Company, as provided in paragraph 4 below.
3. **Rights as Shareholder and Restrictions During the Restricted Period.** Except as provided below, upon issuance of the Shares of Restricted Stock and prior to vesting, the Director shall have all of the rights of a shareholder with respect to the Shares of Restricted Stock, including the right to vote the Shares of Restricted Stock, unless and until the Director forfeits the Shares of Restricted Stock as provided in paragraph 4. Notwithstanding the foregoing, during the Restricted Period, the Shares of Restricted Stock shall be subject to the following restrictions:
 - The Shares shall be subject to forfeiture to the Company as provided in this Agreement and in the Plan.
 - The Director 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 Director, and any attempted transfer shall be void.
 - The Company will issue the Shares in the Director'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 Director 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.
 - The Director shall accumulate an unvested right to dividend amounts on the Shares of Restricted Stock if cash dividends are declared on the shares on or after the Grant Date. Each time a dividend is paid on Shares, the Director shall accrue an amount equal to the amount of the dividend payable on the Director's Restricted Stock on the dividend record date. The accrued amounts shall be subject to the same vesting, forfeiture and share delivery terms in Sections 2 and 4 herein as if they had been awarded on the Grant Date. The Director shall not be entitled to amounts with respect to dividends declared prior to the Grant Date. All dividend amounts accumulated with respect to forfeited Restricted Stock shall also be irrevocably forfeited.

- 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 Director 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 Director resigns, declines to stand for reelection or is removed as a director of the Company during the Restricted Period, the Shares held by the Director at such time shall be immediately and irrevocably forfeited. Notwithstanding the foregoing, in the event the Director's service on the Company's Board of Directors terminates during the Restricted Period by reason of the Director's Retirement, death or Disability, the restrictions with respect to all of the Shares held by the Director at such time shall lapse and the Shares shall vest as of the date of such termination of service. In the event of a Change in Control of the Company during the Restricted Period, the restrictions with respect to all of the Shares held by the Director at such time shall lapse and the Shares shall immediately vest.
5. **Income Taxes.** The Director 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 Director acknowledges that he or she should consult with his or her own tax advisor regarding the applicable tax consequences.
6. **Acknowledgment.** This award of Shares shall not be effective until the Director dates and signs the form of Acknowledgment below and returns a signed copy of this Agreement to the Company. By signing the Acknowledgment, the Director 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.

DIRECTOR'S SIGNATURE

By: _____

DATE

[Name]
Chief Executive Officer and President

SOCIAL SECURITY NUMBER

DATE



**DEFERRED RESTRICTED STOCK
UNIT AGREEMENT**

<u>GRANTED TO</u>	<u>GRANT DATE</u>	<u>NUMBER OF SHARES OF DEFERRED RESTRICTED STOCK UNITS</u>	<u>SOCIAL SECURITY NUMBER</u>
<Name>			
<Address>	<mm/dd/yyyy>	<# Units Granted>	<SSN>
<City, State Zip Code>			

1. **This Grant.** Apogee Enterprises, Inc., a Minnesota corporation (the “*Company*”), hereby grants to the non-employee director named above (the “*Director*”), as of the above grant date and on the terms and conditions set forth in this deferred restricted stock unit agreement (the “*Agreement*”), in the Apogee Enterprises, Inc. 2019 Non-Employee Director Stock Plan, as amended from time to time (the “*Director Stock Plan*”) and Restricted Stock Deferral Program under the Director Stock Plan, as amended (the “*Restricted Stock Deferral Program*”), the number of Restricted Stock Units set forth above (the “*Units*”) representing the right to receive that number of shares of Common Stock (the “*Shares*”). Capitalized terms used in this Agreement which are not defined herein shall have the respective meanings given to such terms in the Director Stock Plan and the Restricted Stock Deferral Program.
2. **Rights with Respect to the Units.** The Director shall not have any rights of a holder of Shares unless and until Shares are actually issued to the Director after vesting as provided in this Agreement. However, if any cash dividends or other cash distributions are distributed to shareholders of the Company, the Director shall accrue a credit of stock units as of the last business day of the calendar quarter in which the dividend was paid. The number of stock units credited shall be the number equal to that number of units (rounded to the nearest one-hundredth of a unit) having a Fair Market Value, as defined in Section 4(e) of the Restricted Stock Deferral Program, on the last business day of the applicable calendar quarter to the amount of the dividend that would have been payable on the number of shares of Common Stock equal to the number of stock units (whether vested or unvested) credited to the Director’s Deferred Stock Account on the applicable record date.
3. **Vesting and Forfeiture.** Except as provided below, the Units shall vest as to [vesting provision]. In the event the Director resigns, declines to stand for reelection or is removed as a director of the Company prior to the vesting date, the unvested Units held by the Director at such time shall be immediately and irrevocably forfeited. Notwithstanding the foregoing, in the event the Director’s service on the Company’s Board of Directors terminates by reason of the Director’s Retirement, death or Disability, the unvested Units held by the Director at such time shall vest as of the date of such termination of service. In the event of a Change in Control of the Company, the unvested Units held by the Director at such time shall immediately vest.
4. **Payment and Issuance of the Shares.** Shares with respect to vested Units (together with corresponding Dividend Equivalents) shall become payable in accordance with the terms and conditions of the Director’s Deferral Election Form under the Restricted Stock Deferral Program. The Company shall promptly issue the Shares in the Director’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. Upon issuance of the Shares, the corresponding Units shall be cancelled.
5. **Restrictions on Transfer.** The Units, the right to Dividend Equivalents and the right to receive Shares may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered, other than by descent in accordance with the beneficiary designation procedures in the Restricted Stock Deferral Program, and no attempt to transfer the Units, the right to Dividend Equivalents and the right to receive the Shares, whether voluntary or involuntary, by operation of law or otherwise, shall vest the transferee with any interest or right in or with respect to the Units, Dividend Equivalents or the Shares.

6. **Income Taxes.** The Director 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 Director acknowledges that he or she should consult with his or her own tax advisor regarding the applicable tax consequences.
7. **Acknowledgment.** This award of Shares shall not be effective until the Director dates and signs the form of Acknowledgment below and returns a signed copy of this Agreement to the Company. By signing the Acknowledgment, the Director agrees to the terms and conditions of this Agreement, the Director Stock Plan and the Restricted Stock Deferral Program, and further acknowledges receipt of a copy of the prospectus related to the Stock Incentive Plan.

ACKNOWLEDGMENT:

APOGEE ENTERPRISES, INC.

DIRECTOR'S SIGNATURE

By: _____

DATE

[Name]
Chief Executive Officer and President

SOCIAL SECURITY NUMBER

DATE