

---

---

**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: June 25, 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))
- 
-

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

(e) On June 25, 2014, the Board of Directors (the “Board”) of Apogee Enterprises, Inc. (the “Company”) adopted (1) a form of retention incentive agreement (the “Retention Incentive Agreement”); (2) a form of evaluation-based performance retention agreement (the “Evaluation-Based Retention Agreement”); and (3) the First Amendment to the 2011 Deferred Compensation Plan (the “Amendment”) in connection with the approval of retention incentive awards made to Joseph F. Puishys, the Company’s Chief Executive Officer.

The Retention Incentive Agreement.

The Retention Incentive Agreement establishes a two-year, performance-based award under the 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. Under the Retention Incentive Agreement, the award is based on the extent the threshold, target and maximum performance level of the performance goals are achieved, and the amount awarded will then be deferred into the 2011 Deferred Compensation Plan. The performance goals are (1) Average Return on Invested Capital; (2) Cumulative Earnings Per Share; and (3) Cumulative Net Sales, which are weighted equally when determining the award.

Any award received will then be deferred under the 2011 Deferred Compensation Plan. The amount deferred is then forfeitable unless the awardee remains employed until April 28, 2019 (the “Retention Period”). In the event the awardee is terminated prior to April 28, 2019, the amount awarded pursuant to the Retention Incentive Agreement shall be immediately and irrevocably forfeited. In the case of the awardee’s death, disability or retirement that occurs at least 12 months after the beginning of the performance period (a “Qualifying Termination”), the awardee shall receive a pro-rata portion of the award. In the case of a Change in Control, as defined in the Retention Incentive Agreement, the Retention Period shall end on the date of the Change in Control, and the award shall be adjusted by the Company’s Compensation Committee (the “Committee”) in its sole discretion. The award shall be subject to the Company’s Clawback Policy.

Under the Retention Incentive Agreement, Mr. Puishys’ performance award is based on the extent the Company achieves the threshold, target and maximum performance level of the performance goals, as follows:

<u>Performance Goal</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>
Payment Levels	50%	100%	200%
Award Amount	\$192,500	\$385,000	\$770,000

The Form of Retention Incentive Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

The Evaluation-Based Retention Agreement.

The Evaluation-Based Retention Agreement establishes a one-year, evaluation-based performance award under the 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. Under the Evaluation-Based Retention Agreement, the award will be based upon the average rating of the annual performance evaluation conducted by the Board and the amount awarded will then be deferred into the 2011 Deferred Compensation Plan. The Board may award the employee a percentage of the bonus pool that the Committee will establish each year. The bonus pool will be set as a percentage of a financial metric selected by the Committee. The performance evaluation criteria for fiscal 2015 will be based upon the Company achieving certain financial commitments, a review by the Board of the Company’s portfolio and growth in the Company’s retrofit business model, which the Board shall weight 40%, 40% and 20%, respectively, when determining the award.

Any award received will then be deferred under the 2011 Deferred Compensation Plan. The amount deferred is forfeitable unless the awardee remains employed until April 28, 2019 (the “Evaluation-Based Retention Period”). In the event the awardee is terminated prior to the end of the Evaluation-Based Retention Period, the amount awarded

pursuant to the Evaluation-Based Retention Agreement shall be immediately and irrevocably forfeited. In the case of the awardee's death or disability, the awardee shall receive a pro-rata portion of the award. In the case of a Change in Control, as defined in the Evaluation-Based Retention Agreement, the Evaluation-Based Retention Period shall end on the date of the Change in Control, and the award shall be adjusted by the Company's Committee in its sole discretion. The award shall be subject to the Company's Clawback Policy.

Under the Evaluation-Based Retention Agreement, Mr. Puishys may receive an award of up to 59.6% of the 2015 Bonus Pool that the Committee has established. The 2015 Bonus Pool is based upon the Company's operating income for fiscal 2015. If Mr. Puishys' evaluation by the Board reaches the target level, he will receive an award of \$192,500. There is no threshold performance level for an award under the Evaluation-Based Retention Agreement; however, the Committee may determine, in its sole discretion, to reduce the award or that no award should be made.

The Form of Evaluation-Based Retention Agreement is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

The Amendment.

The Amendment makes certain changes to the 2011 Deferred Compensation Plan in order to provide for the deferral of awards made under the Form of Retention Incentive Agreement and the Form of Evaluation-Based Retention Agreement. The Amendment allows for the deferral of awards based on objective or subjective performance criteria set forth in separate award agreements (a "Performance Award") in a Performance Award Account, as defined in the Amendment. The Amendment specifies that any deferred Performance Award shall vest in accordance with the agreement under which the Performance Award was made. Finally, the Amendment specifies that any vested Performance Award shall be payable to the participant in the 2011 Deferred Compensation Plan upon the earliest of (1) the month following the later of the participant attaining the age of 65 or separating from the Company; (2) the month following the death of the participant; or (3) the month following the participant separating from the Company if it occurs within 24 months of the date of a Change in Control of the Company. Any payment shall be made in a lump sum unless the participant elects to receive payment in substantially equal annual installments over a period of two to ten years and the payment is not following the participant's death or a Change in Control. The Amendment is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

On June 25, 2014, at the Annual Meeting, the shareholders voted on the following:

- (1) A proposal to elect two Class I directors for three-year terms ending in the year 2017 and one Class III director for a two-year term ending in the year 2016. Each of the director nominees was elected and received the following votes:

<u>Class I Directors</u>	<u>For</u>	<u>Withhold</u>	<u>Broker Non-Votes</u>
Robert J. Marzec	25,234,840	414,855	1,818,627
Donald A. Nolan	25,219,253	430,442	1,818,627
<u>Class III Director</u>	<u>For</u>	<u>Withhold</u>	<u>Broker Non-Votes</u>
David E. Weiss	25,224,009	425,686	1,818,627

- (2) An advisory (non-binding) vote to approve the Company's executive compensation. The proposal was approved and received the following votes:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
24,611,371	1,001,236	37,088	1,818,627

- 
- (3) A proposal to approve the 2014 Restatement of the Apogee Enterprises, Inc. 2009 Non-Employee Director Stock Incentive Plan. The proposal was approved and received the following votes:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
24,441,633	989,358	218,704	1,818,627

- (4) A proposal to approve the 2014 Restatement of the Apogee Enterprises, Inc. Deferred Compensation Plan for Non-Employee Directors. The proposal was approved and received the following votes:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
25,231,003	154,688	264,004	1,818,627

- (5) A proposal to ratify the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for the fiscal year ending February 28, 2015. The proposal was approved and received the following votes:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
26,786,191	672,364	9,767	—

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

- 10.1 Form of Retention Incentive Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended and restated (2011).
- 10.2 Form of Evaluation-Based Retention Agreement under the Apogee Enterprises, Inc. 2012 Executive Management Incentive Plan.
- 10.3 First Amendment, effective June 25, 2014, to the Apogee Enterprises, Inc. 2011 Deferred Compensation Plan.

---

**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: July 1, 2014

---

**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Retention Incentive Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended and restated (2011).
10.2	Form of Evaluation-Based Retention Agreement under the Apogee Enterprises, Inc. 2012 Executive Management Incentive Plan.
10.3	First Amendment, effective June 25, 2014, to the Apogee Enterprises, Inc. 2011 Deferred Compensation Plan.



RETENTION INCENTIVE AGREEMENT

<u>GRANTED TO</u> [Name]	<u>GRANT DATE</u>	<u>AMOUNT OF AWARD (\$)</u>	<u>SOCIAL SECURITY NUMBER</u>
[Street]	___/___/20__	Threshold Amount: _____	[SSN]
[City], [State] [Postal]		Target Amount: _____	
		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 deferred 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 value 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 value shall be fiscal year 20\_\_ through and including fiscal year 20\_\_.
4. **Performance Goals.** The performance goals for purposes of determining the cash value are set forth in the attached Exhibit B.
5. **Payment.** Subject to the terms and conditions of this Agreement, the amount of cash that becomes payable to the Employee pursuant to this Performance Award (the “*Cash Value*”) 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 Value amount that becomes payable 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 Value pursuant to this Performance Award if one or more performance goals is achieved at or above the threshold level. The determination of the Cash Value 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 credit the Cash Value to a notional account established under the Apogee Enterprises, Inc. 2011 Deferred Compensation Plan (the “*Deferred Compensation Plan*”). Thereafter, the LTI Account shall be credited with earnings, gains or losses in accordance with the terms of the Deferred Compensation Plan. All amounts credited to the account (the “*LTI Account*”) shall remain subject to forfeiture pending the Employee remaining in employment with the Company through April 28, 2019 (the “*Retention Period*”), except as provided in paragraphs 6, 7 and 8 below.
6. **Termination of Employment.** In the event the Employee’s employment is terminated prior to the end of the Retention Period, this Performance Award and any LTI Account under the Deferred Compensation Plan 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 a Qualifying Termination, the Retention Period shall end on the date of the Qualifying Termination. In the event the Employee incurs a Qualifying Termination before the end of the Performance Period, the LTI Account shall be credited with 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 Value determined under paragraph 5 above.

7. **Change in Control.** Upon a Change in Control, the Retention Period shall end on the date of the Change in Control. If a Change in Control of the Company occurs during the Performance Period, then for purposes of determining the Cash Value 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 Value 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.
8. **Recoupment.** Employee acknowledges, understands and agrees that, notwithstanding anything to the contrary contained herein, the LTI Account to which Employee is otherwise entitled (or which has become vested or 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 LTI Account 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.
9. **Payment.** The vested LTI Account shall be paid to the Employee in accordance with the terms of the Deferred Compensation Plan; provided, that if the deferral under the Deferred Compensation Plan may not be given effect under section 409A of the Internal Revenue Code, then the vested LTI Account shall be paid in a lump sum no later than March 15th of the calendar year following the year in which the right to the LTI Account is no longer subject to a substantial risk of forfeiture.
10. **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.
11. **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.
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, the Plan and the Deferred Compensation Plan.

**ACKNOWLEDGMENT:**

**APOGEE ENTERPRISES, INC.**

\_\_\_\_\_  
EMPLOYEE’S SIGNATURE

By: \_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
DATE



**DEFINED TERMS USED IN THE  
RETENTION INCENTIVE 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.

“*Qualifying Termination*” shall mean the Employee’s employment is terminated by reason of: (i) Retirement occurring at least twelve (12) months after the first day of the Performance Period, (ii) death or (iii) Disability.

“*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  
RETENTION INCENTIVE AGREEMENT**

**Performance Goals for Two-Year Performance Period  
(\_\_\_\_, 20\_\_ – \_\_\_\_, 20\_\_)**

<b>Performance Goal</b>	<b>Threshold</b>	<b>Target</b>	<b>Maximum</b>
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.



EVALUATION-BASED  
RETENTION AGREEMENT

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

1. **This Agreement.** This agreement, together with Exhibit A (collectively, the “*Agreement*”), sets forth the terms and conditions of a performance award representing the right to receive a deferred cash payment from Apogee Enterprises, Inc., a Minnesota corporation (the “*Company*”). This Agreement is issued pursuant to the Apogee Enterprises, Inc. 2012 Executive Management Incentive Plan, as amended from time to time (the “*Plan*”), and subject to its terms.
2. **The Award.** The Compensation Committee of the Company’s Board of Directors (the “*Committee*”) has established a bonus pool (the “20\_\_ Bonus Pool”) equal to \_\_% of the Company’s \_\_\_\_\_ for the fiscal year 20\_\_. The individual named above (the “*Employee*”) has been awarded \_\_% of the 20\_\_ Bonus Pool pursuant to a Bonus Pool Award Agreement (the “20\_\_ Bonus Pool Award”); provided, that the Committee retains sole and full negative discretion to reduce the Employee’s 20\_\_ Bonus Pool Award, in whole or in part. The Committee has determined to earmark a cash value from the Employee’s awarded percentage of the 20\_\_ Bonus Pool equal to the target amount set forth above (the “*Performance Award*”) that will be conditioned upon the Employee’s achievement of a satisfactory performance evaluation by the Company’s Board of Directors, as described below.
3. **Performance Period.** The “Performance Period” shall be fiscal year 20\_\_.
4. **Determination.** Subject to the terms and conditions of this Agreement, the amount of cash that becomes payable to the Employee pursuant to this Performance Award (the “*Cash Value*”) will be based on whether and to what extent the average rating of an evaluation conducted by the Company’s Board of Directors of the individual named above is equal to or exceeds an average rating of \_\_\_\_\_. However, in no event may the Cash Value exceed the Employee’s percentage of the 20\_\_ Bonus Pool. The determination of the Cash Value amount 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 conditions 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 credit the Cash Value to a notional account established under the Apogee Enterprises, Inc. 2011 Deferred Compensation Plan (the “*Deferred Compensation Plan*”). Thereafter, the LTI Account shall be credited with earnings, gains or losses in accordance with the terms of the Deferred Compensation Plan. All amounts credited to the account (the “*LTI Account*”) shall remain subject to forfeiture pending the Employee remaining in employment with the Company through April 28, 2019 (the “*Retention Period*”), except as provided in paragraphs 5, 6 and 7 below.
5. **Termination of Employment.** In the event the Employee’s employment is terminated prior to the end of the Retention Period, this Performance Award and any LTI Account under the Deferred Compensation Plan 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 Retention Period by reason of Disability (as defined in the Plan) or death (a “*Qualifying Termination*”), the Retention Period shall end on the date of the Qualifying Termination. In the event the Employee incurs a Qualifying Termination before the end of the Performance Period, the LTI Account shall be credited with a pro-rata portion (based on the amount of time elapsed between the beginning of the Performance Period and the date of termination, as determined under the Plan) of the Cash Value determined under paragraph 4 above.

6. **Change in Control.** Upon a Change in Control (as defined in the Apogee Enterprises, Inc. 2009 Stock Incentive Plan), the Retention Period shall end on the date of the Change in Control.
7. **Recoupment.** Employee acknowledges, understands and agrees that, notwithstanding anything to the contrary contained herein, the LTI Account to which Employee is otherwise entitled (or which has become vested or 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 LTI Account 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. **Payment.** The vested LTI Account shall be paid to the Employee in accordance with the terms of the Deferred Compensation Plan; provided, that if the deferral under the Deferred Compensation Plan may not be given effect under section 409A of the Internal Revenue Code, then the vested LTI Account shall be paid in a lump sum no later than March 15th of the calendar year following the year in which the right to the LTI Account is no longer subject to a substantial risk of forfeiture.
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. **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, the Plan and the Deferred Compensation Plan.

**ACKNOWLEDGMENT:**

**APOGEE ENTERPRISES, INC.**

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

By: \_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
DATE

**PERFORMANCE GOALS UNDER THE  
EVALUATION-BASED  
RETENTION AGREEMENT**

**Fiscal 20\_\_ Evaluation Criteria**

**Evaluation Criteria**

---

**Weighting**

---

**FIRST AMENDMENT TO THE  
APOGEE ENTERPRISES, INC.  
2011 DEFERRED COMPENSATION PLAN**

WHEREAS, Apogee Enterprises, Inc. (the "Company") adopted the Apogee Enterprises, Inc. 2011 Deferred Compensation Plan effective as of January 1, 2011 (the "Plan"); and

WHEREAS, Section 11.2 of the Plan permits the Board of Directors to amend the Plan; and

WHEREAS, the Board of Directors desires to amend the Plan, effective June 25, 2014, to provide for a performance award contribution under the Plan.

NOW, THEREFORE, the Plan is hereby amended, effective June 25, 2014, in the following respects:

1. A new Section 2.29 is hereby added to the Plan (and the subsequent sections of Article II are renumbered accordingly), to read as follows:

"2.29 Performance Award. Performance Award means an award granted by the Company to one or more Participants that are based on objective or subjective performance criteria set forth in separate award agreements."

2. A new Section 2.30 is hereby added to the Plan (and the subsequent sections of Article II are renumbered accordingly), to read as follows:

"2.30 Performance Award Account. Performance Award Account means an Account established by the Committee to record Performance Award Contributions credited by a Participating Employer."

3. A new Section 2.31 is hereby added to the Plan (and the subsequent sections of Article II are renumbered accordingly), to read as follows:

"2.31 Performance Award Contribution. Performance Award Contribution means a credit made on behalf of a Participant by a Participating Employer in accordance with the provisions of Section 5.2 of the Plan. Unless the context clearly indicates otherwise, a reference to Performance Award Contribution shall include Earnings attributable to such contribution."

---

4. Sections 3.1 and 3.2 of Article III of the Plan are hereby amended to read as follows:

- “3.1 Eligibility and Participation. An Eligible Employee becomes a Participant upon the earlier to occur of: (i) a credit of Company Contributions or Performance Award Contributions under Article V, or (ii) receipt of notification of eligibility to participate.
- 3.2 Duration. A Participant shall be eligible to defer Compensation and receive allocations of Company Contributions and Performance Award Contributions, subject to the terms of the Plan, for as long as such Participant remains an Eligible Employee. A Participant who is no longer an Eligible Employee but has not Separated from Service may not defer Compensation under the Plan beyond the Plan Year in which he or she became ineligible but may otherwise exercise all of the rights of a Participant under the Plan with respect to his or her Account(s). On and after a Separation from Service, a Participant shall remain a Participant as long as his or her Account Balance is greater than zero (0), and during such time may continue to make allocation elections as provided in Section 8.4. An individual shall cease being a Participant in the Plan when all benefits under the Plan to which he or she is entitled have been paid.”

5. Article V of the Plan is hereby amended to read as follows:

**“ARTICLE V**

*Company Contributions*

- 5.1 Discretionary Company Contributions. The Participating Employer may, from time to time in its sole and absolute discretion, credit Company Contributions to any Participant in any amount determined by the Participating Employer. Such contributions will be credited to a Participant’s Retirement/Termination Account.
- 5.2 Performance Award Contributions. The Participating Employer shall credit Performance Award Contributions to a Participant as provided under the terms of separate Performance Award agreements. Such contributions will be credited to a Participant’s Performance Award Account.
- 5.3 Vesting. Company Contributions described in Section 5.1 above, and the Earnings thereon, shall vest in accordance with the vesting schedule(s) established by the Committee at the time that the Company Contribution is made, and shall become 100% vested upon the death or disability (as defined by the Company) of the Participant while actively employed. The Participating Employer may, at any time, in its sole discretion, increase a Participant’s

---

vested interest in a Company Contribution. Performance Award Contributions described in Section 5.2 above, and the Earnings thereon, shall vest in accordance with the terms of the Performance Award agreement(s) pursuant to which the contribution relates or, if no such agreement exists or the agreement does not contain a vesting schedule, in accordance with the vesting schedule(s) established by the Committee at the time such contribution is made. The portion of a Participant's Accounts that remains unvested upon his or her Separation from Service after the application of the terms of this Section 5.3 shall be forfeited."

6. A new paragraph (f) is hereby added to the end of Section 6.1, to read as follows:

- "(f) Payment of Performance Award Account. A Participant's vested Performance Award Account, if any, shall be distributed to the Participant upon the earliest of the following events:
- (i) in the month following the later of (A) the month in which the Participant attains age 65 or (B) the month in which the Participant Separates from Service;
  - (ii) in the month following the month that includes the Participant's date of death; or
  - (iii) in the month following the month the Participant Separates from Service, if Separation from Service occurs within 24 months of the date a Change in Control occurs.

Payment shall be based on the value of the Account as of the last business day of the month preceding the month of payment. Notwithstanding the preceding, if payment begins in accordance with subparagraph (i)(B) or (iii) above and the Participant is a Specified Employee as of the date such Participant incurs a Separation from Service, payment of the Performance Award Account payment will be made or begin in the seventh month following the month in which such Separation from Service occurs and subsequent installment payments (if applicable) will be paid on the anniversary of the date the initial installment was made. For purposes of clarity, the Performance Award Account is not distributable in the event of an Unforeseeable Financial Emergency."



---

7. A new paragraph (e) is hereby added to Section 6.2 (and the following paragraphs are re-lettered accordingly), to read as follows:

“(e) Form of Payment Applicable to Performance Award Account. A Participant’s vested Performance Award Account, if any, shall be distributed to the Participant in a single lump sum, unless the Participant elects on his or her Compensation Deferral Agreement to have such Account paid in substantially equal annual installments over a period of two to ten years. Notwithstanding anything in this paragraph (e) to the contrary, the vested Performance Award Account (or the remaining undistributed balance thereof) shall be distributed in a single lump sum if payment occurs under Section 6.1(f)(ii) or (iii), or if paragraph (f) of this Section 6.2 is applicable. Any election of a form of payment applicable to a Performance Award Account shall be made in accordance with the timing rules set forth in Section 4.2 and shall apply to all amounts credited to such Account.”

8. Section 8.1 of the Plan is hereby amended to read as follows:

“8.1 Valuation. Deferrals shall be credited to the appropriate Accounts on the date Compensation would have been paid to the Participant absent the Compensation Deferral Agreement. Company Contributions and Performance Award Contributions shall be credited to the appropriate Accounts at the times determined by the Committee. Valuation of Accounts shall be performed under procedures approved by the Committee.”

**IN WITNESS WHEREOF, the undersigned executed this First Amendment to be effective as of the date specified above.**

Apogee Enterprises, Inc.

By: Joseph F. Puishys (Print Name)

Its: Chief Executive Officer and President (Title)

/s/ Joseph F. Puishys (Signature)

Dated: July 1, 2014