
**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 28, 2009
(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.)

**7900 Xerxes Avenue South, Suite 1800,
Minneapolis, Minnesota 55431**
(Address of principal executive offices, including zip code)

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

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

(e) Bonus Pool Award Agreements

On April 28, 2009, 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 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 goals for the fiscal year relating to specified performance metrics. The performance metrics to be used for determining awards under the Executive MIP for fiscal 2010 for the named executive officers listed below are net sales and earnings per share from continuing operations at the corporate level. In addition, Mr. Silvestri’s award under the Executive MIP will be based on net sales and earnings before tax at the Viracon business unit level. For each of the performance metrics there is a threshold, target and maximum performance level. The table below sets forth certain information with respect to fiscal 2010 annual bonus award payout ranges as a percentage of fiscal 2010 salary for the named executive officers.

Name	Position	Fiscal 2010 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	Chairman, President and Chief Executive Officer	0–150.00	12.37	75.00	150.00
James S. Porter	Chief Financial Officer	0–110.00	9.08	55.00	110.00
Gregory A. Silvestri	Executive Vice President	0–110.00	4.95	55.00	110.00
Patricia A. Beithon	General Counsel and Corporate Secretary	0–75.00	6.19	37.50	75.00
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 with the lowest weighting and is not achieved for any other performance metric.
- (2) Assumes target performance level is achieved for all performance metrics.
- (3) Assumes maximum performance level is achieved for all performance metrics.

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

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

Performance Share Unit and Restricted Stock Grants

Performance Share Units

On April 28, 2009, 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").

<u>Name</u>	<u>Measuring Period (Fiscal Years)</u>	<u>Number of Shares Subject to Award</u>		
		<u>Threshold Award Number</u>	<u>Target Award Number</u>	<u>Maximum Award Number</u>
Russell Huffer	2010-12	26,563	53,125	106,250
James S. Porter	2010-12	8,967	17,933	35,866
Gregory A. Silvestri	2010-12	9,381	18,761	37,522
Patricia A. Beithon	2010-12	7,422	14,843	29,686
Gary R. Johnson	2010-12	2,366	4,731	9,462

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. 2002 Omnibus Stock Incentive Plan, as amended to date (the "2002 Stock 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 30, 2006. The form of Performance Share Unit Agreement used in connection with performance share unit awards under the 2002 Stock Plan, including the awards to the named executive officers listed above, is attached hereto as Exhibit 10.2 and is incorporated herein by reference (the "Form of 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 March 1, 2009 and ending on March 3, 2012 (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 achieves 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),
- Early Retirement or 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 executive officer shall be entitled 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. In the event the executive officer's employment is terminated prior to the end of the Performance Period by reason of Early Retirement, 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. In the event of a Change in Control (as defined in the agreement) 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.

Time-Based Restricted Stock

On April 28, 2009, 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>
Russell Huffer	49,619	4/28/2012
James S. Porter	12,434	4/28/2012
Gregory A. Silvestri	12,632	4/28/2012
Patricia A. Beithon	10,291	4/28/2012
Gary R. Johnson	3,154	4/28/2012

Such restricted stock awards were made pursuant to the 2002 Stock Plan. The form of Restricted Stock Agreement used in connection with restricted stock awards under the 2002 Stock Plan, including the awards to the named executive officers listed above, is attached hereto as Exhibit 10.3 and is incorporated herein by reference (the "Form of Restricted Stock Agreement").

The shares of restricted stock vest in three equal annual installments commencing on the first anniversary date of such grant. In the event of total disability or death of the executive officer prior to the end of the vesting period, the shares of restricted stock will become immediately vested in full.

The descriptions in this Current Report on Form 8-K of the Form of Bonus Pool Award Agreement, the Form of Performance Stock Unit Agreement and the Form of Restricted Stock Agreement are qualified in their entirety by reference to the attached copies of the agreements.

Item 8.01 Other Events.

On April 28, 2009, the Company's Compensation Committee approved an amendment to the Apogee Enterprises, Inc. Deferred Compensation Plan for Non-Employee Directors (2005 Restatement) to reduce the number of shares of the Company's common stock available for issuance under the plan by 45,000 shares to a total of 155,000 shares. A copy of the Second Amendment of Apogee Enterprises, Inc. Deferred Compensation Plan for Non-Employee Directors (2005 Restatement) is attached to this Current Report on Form 8-K and incorporated herein by reference. The description in this Current Report on Form 8-K of the plan amendment is qualified in its entirety by reference to the attached copy of the plan amendment.

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.*
- 10.2 Form of Performance Share Unit Agreement under the Apogee Enterprises, Inc. 2002 Omnibus Stock Incentive Plan.*
- 10.3 Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2002 Omnibus Stock Incentive Plan.*
- 10.4 Apogee Enterprises, Inc. Deferred Compensation Plan for Non-Employee Directors (2005 Restatement) (incorporated by reference to Exhibit 10.4 to Apogee's Current Report on Form 8-K filed on October 17, 2006).
- 10.5 First Amendment of Apogee Enterprises, Inc. Deferred Compensation Plan for Non-Employee Directors (2005 Restatement) (incorporated by reference to Exhibit 10.10 to Apogee's Current Report on Form 8-K filed on March 4, 2009).
- 10.6 Second Amendment of Apogee Enterprises, Inc. Deferred Compensation Plan for Non-Employee Directors (2005 Restatement).*

* 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 Corporate Secretary

Date: May 4, 2009

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.*
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* Filed herewith

APOGEE ENTERPRISES, INC.
EXECUTIVE MANAGEMENT INCENTIVE PLAN

BONUS POOL AWARD AGREEMENT

Fiscal Year 20

Section 1. Establishment

This Bonus Award Agreement (the "Agreement") is entered into as of the _____ day of _____, 20____, by and between Apogee Enterprises, Inc., a Minnesota corporation (the "Company"), and _____, an individual resident of the State of Minnesota ("Participant").

Section 2. The Plan

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

Section 3. Conditions to Participation

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

Section 4. Performance Based Award

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

(b) *Bonus Pool.* Not later than 90 days after the beginning of each fiscal year, the Committee will establish a bonus pool (the "Bonus Pool") equal to a percentage of one or more pre-established, objective Company performance factors (*e.g.*, EBITDA, ROIC or sales) selected by the Committee for the fiscal year. The performance factors and the applicable percentage thereof that make up the Bonus Pool for the 20____ fiscal year (the "Performance Period") are set forth in Appendix I, along with the percentage share in the Bonus Pool to be reserved as an Annual Bonus Pool Award to the Participant for the Performance Period.

Section 5. Earned Awards

Following the close of each Performance Period and prior to payment of any amount to any Participant under the Plan, the Committee must certify in writing as to the computation of the Annual Bonus Pool Award. As provided for in the Plan, the maximum Annual Bonus Pool Award which may be awarded to the Participant pursuant to the Plan with respect to any Performance Period shall not exceed \$1,500,000.

Section 6. Award Payments

On or around May 1 following the close of the Performance Period, and following the computation of the Annual Bonus Pool Award, the Participant shall be paid in cash. The Committee shall retain sole and full discretion to reduce, in whole or in part, the amount of any Annual Bonus Pool Award otherwise payable to the Participant under the Plan. Payment of the Annual Bonus Pool Award may be made, subject to any deferred compensation election which may be permitted pursuant to any deferred compensation plan of the Company in which the Participant participates, at such times, with such restrictions and with such conditions as the Committee, in its sole discretion, may determine at the time of the grant of the Annual Bonus Pool Award.

Section 7. Termination of Employment

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

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

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

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

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

(c) *Disability*. For purposes of this Agreement, "Disability" is as defined in the Company's Tax Relief Investment Plan, as amended and restated from time to time.

(d) *Retirement.* For purposes of this Agreement, “Retirement” is defined as retirement at age sixty-five.

Section 8. Nature of Payments

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

Section 9. Interpretations

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

Section 10. Governing Law

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

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

APOGEE ENTERPRISES, INC.

By: _____

Its: Chair, Compensation Committee

PARTICIPANT

FISCAL YEAR 20 BONUS POOL AWARD OBJECTIVES AND AMOUNT

A. Bonus Pool

_____ % of _____

B. Annual Bonus Pool Award

_____ % of the Bonus Pool



PERFORMANCE SHARE UNIT AGREEMENT

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

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. 2002 Omnibus 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 termination is by reason of:
 - involuntary termination without Cause (as defined in the attached Exhibit A),
 - Early Retirement or Retirement (as defined in the attached Exhibit A),
 - Disability (as defined in the attached Exhibit A), or
 - death.

In the event the Employee's employment is terminated prior to the end of the Performance Period by reason of involuntary termination without Cause, the Employee shall be entitled 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. In the event the Employee's employment is terminated prior to the end of the Performance Period by reason of Early Retirement, Retirement, Disability 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. In the event of a Change in Control (as defined in the attached Exhibit A) 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 Employee shall be entitled to retain the Units to the extent that the threshold, target or maximum performance level of the performance goals is achieved, as adjusted for the truncated Performance Period and determined by the Committee in its sole discretion.

8. **Distribution of Shares with Respect to Units.** As soon as administratively feasible following the Determination 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), the Company shall cause to be issued and delivered to the Employee a certificate or certificates evidencing Shares registered in the name of the Employee or in the name of the Employee's legal representatives, beneficiaries or heirs, as the case may be.
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 underlying Units if cash dividends are declared by the Company's Board of Directors on the Common Stock on or after the Grant Date. The Employee shall be entitled solely to payment of accumulated dividend equivalents with respect to a number of Units equal to the Vested Award Number. Such dividend equivalents will be in an amount of cash per vested Unit equal to the cash dividend paid with respect to a share of outstanding Common Stock. 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.
11. **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:

“*Acquiring Person*” shall mean any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) who or which, together with all Affiliates and Associates of such person, is the Beneficial Owner (as defined in Rule 13d-3 promulgated under the Exchange Act) of 10% or more of the shares of Common Stock of the Company then outstanding, but shall not include the Company, any subsidiary of the Company or any employee benefit plan of the Company or of any subsidiary of the Company or any entity holding shares of Common Stock organized, appointed or established for, or pursuant to the terms of, any such plan.

“*Affiliate*” and “*Associate*” shall have the respective meanings ascribed to such terms in Rule 12b-2 promulgated under the Exchange Act.

“*Cause*” shall mean:

(i) the willful and continued failure by 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),

(ii) 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 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 Employee’s part shall be considered “willful” unless done or omitted to be done, by Employee in bad faith and without reasonable belief that his or her action or omission was in the best interests of the Company.

“*Change in Control*” shall mean:

(i) a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act, or successor provision thereto, whether or not the Company is then subject to such reporting requirement including, without limitation, any of the following events:

- (A) the consummation of any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company’s common stock would be converted into cash, securities, or other property, other than a merger of the Company in which all or substantially all of the holders of the Company’s common stock immediately prior to the consolidation or merger own more than 65% of the common stock of the surviving corporation immediately after the merger in the same relative proportions as their ownership of the Company’s common stock immediately prior to the consolidation or merger;
- (B) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company;
- (C) any reorganization, reverse stock split, or recapitalization of the Company which would result in a Change in Control; or

(D) any transaction or series of related transactions having, directly or indirectly, the same effect as any of the foregoing; or any agreement, contract, or other arrangement providing for any of the foregoing.

(ii) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the “Beneficial Owner” (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the Company’s then outstanding securities;

(iii) the Continuing Directors cease to constitute a majority of the Company’s Board of Directors; or

(iv) the majority of the Continuing Directors determine in their sole and absolute discretion that there has been a change in control of the Company.

“*Continuing Director*” shall mean any person who is a member of the Board of Directors of the Company, who is not an Acquiring Person or an Affiliate or Associate of an Acquiring Person, or a representative of an Acquiring Person or of any such Affiliate or Associate, and who (i) was a member of the Board of Directors on the date of this Agreement as first written above or (ii) subsequently becomes a member of the Board of Directors, if such person’s initial nomination for election or initial election to the Board of Directors is recommended or approved by a majority of the Continuing Directors.

“*Disability*” shall mean any physical or mental condition which would qualify Employee for a disability benefit under any long-term disability plan maintained by the Company or any Affiliate (as defined in Rule 12b-2 promulgated under the Exchange Act) then employing Employee.

“*Early Retirement*” shall mean Employee’s voluntary retirement from the Company at any time at which Employee is then at least 50 years of age and has been employed by the Company for at least 15 years.

“*Exchange Act*” shall mean the Securities Exchange Act of 1934, as amended.

“*Retirement*” shall mean Employee’s normal termination of his or her employment relationship with the Company at age 65.

PERFORMANCE GOALS UNDER THE
PERFORMANCE SHARE UNIT AGREEMENT

Performance Goals for Three-Year Performance Period
(, 20 - , 20)

<u>Performance Goal</u>		<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>
[(weighted as %)]	[]	[]	[]
[(weighted as %)]	[]	[]	[]
[(weighted as %)]	[]	[]	[]
Payment Levels (% of target shares)		[]	[]	[]

- 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
(APOGEE ENTERPRISES, INC.
AMENDED AND RESTATED
2002 OMNIBUS STOCK INCENTIVE PLAN)**

THIS RESTRICTED STOCK AGREEMENT is made between Apogee Enterprises, Inc. (“Apogee”), and _____ (the “Employee”), and is the Restricted Stock Agreement established for the purpose of setting forth the terms and conditions upon which Restricted Stock shall be issued to Employee pursuant to the Apogee Enterprises, Inc. Amended and Restated 2002 Omnibus Stock Incentive Plan dated June 28, 2006 (the “Plan”).

1. Acceptance of Plan Terms and Definitions. The Committee has determined that Employee is an Eligible Person under the Plan. Employee hereby acknowledges having received a copy of the Plan and agrees to be bound by its terms and conditions. All terms defined in the Plan shall have the same meaning herein.

2. Grant of Shares. Subject to execution of this Agreement by all parties hereto, Apogee shall cause to have issued in Employee’s name _____ shares of Common Stock as permitted in Section 6(c) of the Plan.

3. Designation. The shares of Common Stock transferred to Employee in Section 2 hereof shall be and hereby is designated as Restricted Stock, subject to limitations on transferability of the shares, substantial risk of forfeiture, and legending as described in Section 5 hereof.

4. Restriction on Transfer of Shares. Except as set forth in the next sentence of this Section 4, Employee (or any Beneficiary of Employee) shall not sell, transfer, pledge, hypothecate, encumber, grant a lien in, or otherwise dispose of (or enter into a binding agreement to sell, pledge, hypothecate, encumber, grant a lien in, or otherwise dispose of) all or any of the Restricted Stock in the name of Employee or Employee’s Beneficiary. Any shares of Restricted Stock which are no longer subject to Section 5 hereof shall be freely transferable and considered “Unrestricted Stock”; provided, however, that transfer of such shares shall be made only in accordance with applicable federal and state securities laws.

5. Legend and Stop Order Transfer.

(a) Legend. Apogee shall imprint the following legend upon each of the certificates representing Restricted Stock heretofore or hereafter issued in the name of Employee or Employee's Beneficiary on the books of Apogee Enterprises, Inc. and such legend shall be and remain upon such certificates, as well as any reissuance thereof, unless and until removed pursuant to the reissuance of certificates upon vesting of Employee's unrestricted right to own and transfer such shares:

“The securities represented by this certificate are subject to a Restricted Stock Agreement, dated _____, 20____, by and between Apogee Enterprises, Inc. and the registered owner of such securities, and may not be sold, transferred, pledged, hypothecated, encumbered, liened, or otherwise disposed of unless in compliance with the terms of such Restricted Stock Agreement, a copy of which is on file at the principal office of Apogee Enterprises, Inc.”

(b) Stop Transfer Order. A stop transfer order has been placed with Apogee Enterprises, Inc., as well as any transfer agent appointed by it, preventing transfer of any Restricted Stock of Employee or Employee's Beneficiary, pending removal of the restrictions on transfer as set forth herein.

(c) Removal of Legend. The legend endorsed on Employee's Restricted Stock certificate or instrument evidencing Employee's shares shall be removed, and Apogee shall cause to have issued a certificate or instrument without such legend, if Employee or Beneficiary of Employee become vested in and to such Restricted Stock, such that the Restricted Stock is no longer subject to restrictions on transfer and substantial risk of forfeiture. In the event that less than all of the shares represented by the Restricted Stock certificate vest on a given date, and upon the written request of

Employee or a Beneficiary of Employee, Apogee shall issue an unlegended certificate evidencing the Unrestricted Stock and shall issue a new Restricted Stock certificate evidencing the remaining Restricted Stock, all in exchange for the original Restricted Stock certificate, which certificate shall be canceled and retired.

6. Risk of Forfeiture. The Committee has established, in its sole discretion, events by which Employee will forfeit his or her entire interest in Restricted Stock. Such events are set forth on Schedule 1 to this Agreement, which Schedule is attached hereto and incorporated by reference herein.

7. Vesting. Except as otherwise provided in this Agreement, an Employee shall become vested in his or her Restricted Stock only in accordance with the terms and conditions agreed to by the Committee and the individual Employee as set forth in Schedule 1. All Restricted Stock transferred to Employee on or around _____, 20____ shall vest in accordance with Schedule 1. Employee acknowledges that the Committee may have or will, in its sole discretion, establish vesting schedules for Employee's Restricted Stock which differ from vesting schedules established for any other Employee in the Plan or which may differ from any other vesting schedule established for Employee as a result of the grant of other Restricted Stock.

If any of the following events occur while Employee is fully employed by any Apogee Company, then all Restricted Stock in the name of Employee shall immediately become Unrestricted Stock:

(a) Death of Employee.

(b) Total permanent Disability (as defined in the "Apogee Enterprises, Inc. Tax Relief Investment Plan (1999 Restatement)) of Employee.

8. Escrow. Employee acknowledges that the Restricted Stock issued and outstanding in the name of Employee shall be retained in a bank safe deposit box under the control of the Company unless and until such stock becomes Unrestricted Stock pursuant to the terms of this Agreement.

9. Voting. Restricted Stock may be voted by Employee as if such shares were not so restricted and, except as provided herein, shall have and hold all the benefits, rights, duties and obligations of a shareholder of Common Stock.

10. Earnings on Shares. Employee shall be entitled to receive any and all cash dividends, stock dividends, warrants or any other property of benefits received with respect to ownership of his or her Restricted Stock. Shares issued to Employee as a result of such share ownership shall, however, be Restricted Stock subject to the provisions of the Plan and this Agreement, including the vesting schedule or schedules established by the Committee and set forth on Schedule 1 hereto, and the forfeiture terms set forth herein.

11. Recording. No transfer of Restricted Stock shall be recognized by Apogee Enterprises, Inc. until it is duly entered upon its books and records and all indicia of ownership are changed accordingly; provided, however, that once a transfer is recorded upon the books and records of Apogee Enterprises, Inc., the effective date of the transfer shall be the date of the actual transfer and such ownership shall “relate back” to such date. Transfers of Restricted Stock that are prohibited by this Agreement shall be void and such transfers shall not be recognized by Apogee Enterprises, Inc. and shall not be entered upon its books and records.

12. Miscellaneous.

12.01 Relationship between Agreement and Plan. This Agreement and the Plan are part of a single integrated instrument and shall be construed with reference to the other. In the event of any conflict between the terms of the Plan and this Agreement, such conflict shall be resolved in favor of the Plan.

12.02 Headings. All section headings herein have absolutely no legal significance and are to be used solely for the convenience of reference. In the event of any conflict between such headings and the text of this Agreement, its exhibits, or collateral documents, such conflict shall be resolved in favor of the text.

12.03 Counterparts. This Agreement may be executed in an original and any number of counterparts, all of which shall be deemed an original and all of which, taken together, shall constitute one agreement.

12.04 Construction and Binding Effect. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without reference to conflicts of laws principles. This Agreement shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, and their heirs and personal representatives.

12.05 Amendment. This Agreement may be amended only upon execution of a written instrument evidencing such amendment executed by all parties hereto.

IN WITNESS WHEREOF, Apogee and Employee have executed this Agreement on the dates set forth below.

APOGEE ENTERPRISES, INC.

By _____
Russell Huffer
Chairman and Chief Executive Officer

Date

EMPLOYEE

Date

**APOGEE ENTERPRISES, INC.
AMENDED AND RESTATED
2002 OMNIBUS STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT VESTING SCHEDULE**

Pursuant to Sections 6 and 7 of this Restricted Stock Agreement, the Committee has established the following vesting schedule with respect to Restricted Stock transferred to the undersigned Employee on or around _____, 20____. If Employee has satisfied the Requirement below, the corresponding percentage of the Restricted Stock transferred to Employee shall become Unrestricted Stock on the dates set forth in the Vesting Schedule.

Requirement(s):

- Employee must have been in the employ of an Apogee Company for the entire Vesting Period

Vesting Schedule: For Restricted Stock Transferred to Employee on or around _____, 20____ :

<u>Vesting Period Ending</u>	<u>Percent Vesting</u>
[]	[]%
[]	[]%
[]	[]%
Total	100%

ATTEST:

Employee's Signature

Signature

Name of Employee

Name

Date

Date

**SECOND AMENDMENT
OF
APOGEE ENTERPRISES, INC.
DEFERRED COMPENSATION PLAN
FOR NON-EMPLOYEE DIRECTORS
(2005 Restatement)**

The "APOGEE ENTERPRISES, INC. DEFERRED COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS" as adopted by APOGEE ENTERPRISES, INC., a Minnesota corporation, and first effective January 31, 1998, and as amended and restated in a document entitled "Apogee Enterprises, Inc. Deferred Compensation Plan for Non-Employee Directors (2005 Restatement)" effective January 1, 2005 and as amended by prior amendment is hereby further amended in the following respects:

1. MAXIMUM NUMBER OF SHARES AVAILABLE. Effective as of the date this Amendment is adopted, Section 5.1 of the Plan Statement is amended to read in full as follows:

5.1. **Maximum Number of Shares Available.** The maximum number of shares of Common Stock that will be available for issuance under this Plan will be 155,000 shares, subject to any adjustments made in accordance with the provisions of Section 5.2. The shares of Common Stock available for issuance under this Plan shall be authorized but unissued shares.

2. SAVINGS CLAUSE. Save and except as herein expressly amended, the Plan Statement shall continue in full force and effect.

May 4, 2009

APOGEE ENTERPRISES, INC.

By /s/ Russell Huffer
Its Chairman and Chief Executive Officer