
**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): June 27, 2018

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
(IRS 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

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))

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.

(e) Two-Year Cash-Based Performance Awards

A two-year cash-based performance award was granted by the Board of Directors (the “Board”) of Apogee Enterprises, Inc. to Mr. Puishys on June 28, 2018 and to the other named executive officers listed below by the Compensation Committee (the “Committee”) of the Board on June 27, 2018 (collectively, the “Performance Awards”). The Performance Awards establish a two-year performance period commencing on March 4, 2018 and ending on February 29, 2020 (the “Performance Period”). The performance metrics are cumulative net sales, cumulative earnings per share, and average return on invested capital, which are weighted equally when determining the award. The Performance Awards represent the right to receive a cash payment from the Company based on the extent the Company achieves the threshold, target and maximum performance level of the performance metrics, as set forth below:

Name	Position	Amount of Cash Payment Subject to Award			
		Measuring Period (Fiscal Years)	Threshold Award Amount (\$)(1)	Target Award Amount (\$)(2)	Maximum Award Amount (\$)(3)
Joseph F. Puishys	Chief Executive Officer and President	2019 – 2020	451,917	2,711,500	5,423,000
James S. Porter	Executive Vice President and Chief Financial Officer	2019 – 2020	130,500	783,000	1,566,000
Patricia A. Beithon	General Counsel and Corporate Secretary	2019 – 2020	93,600	561,600	1,123,200
Gary R. Johnson	Vice President and Treasurer	2019 – 2020	38,850	233,100	466,200

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

Participants will receive a cash payment pursuant to the Performance Awards if one or more performance metrics is achieved at or above the threshold level. The determination of the cash payment amount will occur as soon as practicable after the Committee determines whether, and the extent to which, the performance metrics have been achieved (the “Determination Date”). One-half of any amount earned under the Performance Award will be paid following the Determination Date (the “Initial Payment”), and the remaining one-half (the “Final Payment”) will be paid on the one year anniversary of the last day of the Performance Period (the “Fully-Vested Date”); provided, however, for Mr. Puishys, any amount earned will be paid 82.8% in cash (one-half following the Determination Date and one-half on the Fully-Vested Date), and the remaining 17.2% will be deferred under the Company’s 2011 Deferred Compensation Plan (the “Deferred Amount”) following the Determination Date.

In the event employment is terminated prior to the end of the Performance Period other than by reason of death, Disability or Retirement (as such terms are defined in the award agreement), the Performance Award will be immediately and irrevocably forfeited. In the event employment is terminated other than by reason of death, Disability or Retirement prior to the Fully-Vested Date, the Final Payment will be immediately and irrevocably forfeited. In the event employment is terminated prior to the end of the Performance Period by reason of death, Disability or Retirement, the executive officer or the executive officer’s estate, as applicable, will be entitled to receive a pro-rata payment (based on the amount of time elapsed between the beginning of the Performance Period and the date of termination) after the end of the Performance Period based on the level of achievement of the performance metrics. In the event the executive officer’s employment is terminated after the Performance Period by reason of death, Disability or Retirement, the executive officer or the executive officer’s estate, as applicable, will be entitled to receive, if not yet paid, the Initial Payment and the Final Payment (and, for Mr. Puishys, the credit for the Deferred Amount). In the case of a Change in Control (as defined in the award agreement), the Performance Period

will end on the date of the Change in Control, and the award will be adjusted by the Committee in its sole discretion. If a Change of Control occurs after the Performance Period, the Company will pay any unpaid amount of the Initial Payment and the Final Payment (and, for Mr. Puishys, the credit for the Deferred Amount) following the date of the Change of Control.

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

The Performance Awards were granted pursuant to the Apogee Enterprises, Inc. 2009 Stock Incentive Plan. The form of award agreement used in connection with the Performance Award granted to Mr. Puishys is filed as Exhibit 10.1 hereto and is incorporated herein by reference. The form of award agreement used in connection with the Performance Awards granted to the other named executive officers was previously filed as Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 5, 2014 and is incorporated herein by reference. The foregoing summary of the Performance Awards is subject to, and qualified in its entirety by, the full text of the forms of award agreements incorporated herein by reference.

Amendment to 2011 Deferred Compensation Plan

On June 27, 2018, the Committee also approved an amendment to the Company's 2011 Deferred Compensation Plan (the "Amendment") that permits withdrawals in connection with a qualified domestic relations order. The Amendment is attached hereto as Exhibit 10.2 and is incorporated herein by reference. The foregoing summary is subject to, and qualified in its entirety by, the full text of the Amendment incorporated herein by reference.

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

At its meeting on June 28, 2018, the Board approved an amendment to the Company's Amended and Restated By-Laws (the "By-Laws") to include a new Article VIII, which, unless the Company consents in writing, establishes certain Minnesota courts as the exclusive forum for certain types of claims involving the Company (the "Exclusive Forum By-Law"). The Minnesota Business Corporation Act (the "MBCA") was amended in April 2018 to permit Minnesota corporations to require in their bylaws that certain claims must be brought exclusively in the courts of Minnesota, as set forth in the Exclusive Forum By-Law. The amendment to the MBCA is similar to the previously adopted Delaware statute permitting exclusive forum provisions for Delaware corporations. The Board determined that the adoption of the Exclusive Forum By-Law is in the best interests of the Company and its shareholders because, among other reasons, it will limit the ability of plaintiffs in certain cases to forum shop, which can result in a court located outside of Minnesota interpreting Minnesota law, and to litigate in multiple jurisdictions, which can result in conflicting decisions by different courts and significant expense to the Company. The Exclusive Forum By-Law became effective upon adoption. While shareholder approval of the Exclusive Forum By-law is not legally required, the Board has determined that it will seek shareholder ratification of the Exclusive Forum By-Law at the Company's 2019 annual meeting of shareholders. The foregoing summary of the Exclusive Forum By-Law is subject to, and qualified in its entirety by, the full text of the By-Laws, a copy of which is filed as Exhibit 3.1 hereto and is incorporated herein by reference.

On June 28, 2018, the Board also approved the submission of certain amendments to the Company's Restated Articles of Incorporation (the "Articles") to the shareholders at the Company's 2019 annual meeting of shareholders in order to make certain shareholder-friendly governance changes. The Board will seek shareholder approval at the 2019 annual meeting for amendments to the Articles that, if adopted, would establish a majority vote standard for the election of directors, further strengthening the right of a majority of shareholders to elect the directors. Unless otherwise provided in the Articles, the voting standard applicable to the Company under the MBCA is a plurality, which means that the nominees receiving the highest number of votes for election up to the number of director positions subject to election will be elected to the Board. In 2006, the Board adopted a director resignation policy that requires a director nominee to offer his or her resignation to the Company's Nominating and Corporate Governance Committee for its consideration if a majority of the Company's shares that are voted at an annual meeting are withheld from such nominee's election. The Board will also seek shareholder approval at the 2019 annual meeting for amendments to the Articles that, if adopted, would change the voting requirements under certain provisions of the Articles from 80% of the outstanding shares to a majority of votes cast.

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

On June 28, 2018, at the Annual Meeting of Shareholders, the shareholders voted on the following:

- (1) A proposal to elect three Class II directors for three-year terms expiring at the 2021 annual meeting of shareholders. Each of the director nominees was elected and received the following votes:

<u>Class II Directors</u>	<u>For</u>	<u>Withhold</u>	<u>Broker Non-Votes</u>
Bernard P. Aldrich	23,470,384	280,924	2,514,535
Herbert K. Parker	23,617,575	133,733	2,514,535
Joseph F. Puishys	23,476,007	275,301	2,514,535

- (2) A proposal to ratify the election of Lloyd E. Johnson as a Class I director for a term expiring at the 2020 annual meeting of shareholders. The proposal was approved and received the following votes:

<u>Class I Director</u>	<u>For</u>	<u>Withhold</u>	<u>Broker Non-Votes</u>
Lloyd E. Johnson	23,514,659	236,649	2,514,535

- (3) 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>
22,449,770	1,188,686	112,852	2,514,535

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- (4) A proposal to ratify the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for the fiscal year ending March 2, 2019. The proposal was approved and received the following votes:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
25,943,700	270,915	51,228	—

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 3.1 [Amended and Restated By-Laws of Apogee Enterprises, Inc.](#)
- 10.1 [Form of CEO Cash-Based Two-Year Performance Award Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended and restated \(2011\).](#)
- 10.2 [Fourth Amendment to the Apogee Enterprises, Inc. 2011 Deferred Compensation Plan, dated June 28, 2018.](#)

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

Date: July 3, 2018

AMENDED AND RESTATED BY-LAWS
OF
APOGEE ENTERPRISES, INC., A MINNESOTA CORPORATION

ARTICLE I

SHAREHOLDERS

Section 1.01. Places of Meetings. Meetings of shareholders entitled to vote shall be held (a) at any place within or without the State of Minnesota which may be designated by resolution of the Board of Directors, or (b) at any place within Hennepin County, Minnesota, when the meeting is called by or at the demand of the corporation's shareholders.

Section 1.02. Regular Meetings. A regular meeting of shareholders entitled to vote shall be held on such date as the Board of Directors shall by resolution establish. At the regular meeting, members of the Board of Directors shall be elected as provided in these By-laws and the Articles of Incorporation, and such other business may be transacted as shall be properly brought before the meeting.

Section 1.03. Special Meetings. Special meetings of the shareholders may be held at any time and for any purpose and may be called by the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, two or more directors or by a shareholder or shareholders holding 10% or more of the voting power of all shares entitled to vote, except that a special meeting for the purpose of considering any action to directly or indirectly facilitate or affect a business combination, including any action to change or otherwise effect the composition of the Board of Directors for that purpose, must be called by 25% or more of the voting power of all shares entitled to vote. A shareholder or shareholders holding the requisite percentage of the voting power of all shares entitled to vote may demand a special meeting of the shareholders by written notice of demand given to the Chairman of the Board, the Chief Executive Officer or the Chief Financial Officer of the corporation and containing the purposes of the meeting. Within 30 days after receipt of demand by one of those officers, the Board of Directors shall cause a special meeting of shareholders to be called and held on notice no later than 90 days after receipt of the demand, at the expense of the corporation. Special meetings shall be held on the date and at the time and place fixed by the Chairman of the Board or the Board of Directors, except that a special meeting called by or at demand of a shareholder or shareholders shall be held in the county where the principal executive office is located. The business transacted at a special meeting shall be limited to the purposes as stated in the notice of the meeting.

Section 1.04. Notice of Meetings. Written notice of the time and place of any meeting of the shareholders entitled to vote thereat shall be sent to their addresses as the same appear on the stock ledger or on the records of the corporation, at least five days prior to the meeting, except that notice of a meeting at which a plan of merger or exchange is to be considered shall be mailed to all shareholders of record, whether entitled to vote or not, at least fourteen days prior

thereto. Every notice of any special meeting called pursuant to Section 1.03 hereof shall state the purpose or purposes for which the meeting has been called, and the business transacted at all special meetings shall be confined to the purposes stated in the notice. The written notice of any meeting at which a plan of merger or exchange is to be considered shall so state such as a purpose of the meeting. A copy or short description of the plan of merger or exchange shall be included in or enclosed with such notice.

Section 1.05. Meetings Without Notice. A shareholder may waive notice of any meeting in writing given either before or after the meeting. By attendance at and participation in any meeting of the shareholders, a shareholder shall be deemed to have waived notice thereof, unless the shareholder properly objects pursuant to Minnesota Statutes §302A.435, Subdivision 4. Whenever all the shareholders entitled to vote shall be present at or consent to or participate in a meeting without objection, such meeting shall be deemed to be a legal meeting, and all the business transacted shall be valid in all respects the same as though such meeting had been regularly called pursuant to proper notice.

Section 1.06. Quorum and Adjourned Meetings. The holders of a majority of the shares of stock entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of shareholders, except as may be otherwise provided by law or by the Articles of Incorporation. In the absence of a quorum, any meeting may be adjourned from time to time or from place to place, and no notice as to such adjourned meeting or the place thereof need be given other than by announcement at the meeting at which the requisite amount of voting stock shall be represented. Any business may be transacted which might have been transacted at the meeting as originally called.

Section 1.07. Voting and Proxies. At each meeting of the shareholders, every shareholder having the right to vote shall be entitled to vote either in person or by proxy. Each shareholder, unless the Articles of Incorporation or applicable law provide otherwise, shall have one vote for each share having voting power registered in such shareholder's name on the books of the corporation. Jointly owned shares may be voted by any joint owner unless the corporation receives written notice from any one of them denying the authority of that person to vote those shares. Upon the demand of any shareholder, the vote upon any question before meeting shall be by ballot. All questions shall be decided by a majority vote of the number of shares entitled to vote and represented at the meeting in person or by proxy at the time of the vote except if otherwise required by applicable law, the Articles of Incorporation, or these By-Laws.

Section 1.08. Record Date. The Board of Directors may fix a time, not exceeding 60 days preceding the date of any meeting of shareholders, as a record date for the determination of the shareholders entitled to notice of and to vote at such meeting, notwithstanding any transfer of shares on the books of the corporation after any record date so fixed.

Section 1.09. Nomination of Directors. Only persons nominated in accordance with the following procedures shall be eligible for election by shareholders as directors. Nominations of persons for election as directors at a meeting of shareholders called for the purpose of electing directors may be made (a) by or at the direction of the Board of Directors or (b) by any shareholder in the manner herein provided. For a nomination to be properly made by a

shareholder, the shareholder must give written notice to the Secretary of the corporation so as to be received at the principal executive offices of the corporation not later than (a) with respect to an annual meeting of shareholders, at least 120 days before the date that is one year after the prior year's regular meeting and (b) with respect to a special meeting of shareholders for the election of directors, the close of business on the seventh day following the date on which the notice of such meeting is first given to shareholders. Each such notice shall set forth (a) the name and address of the shareholder who intends to make the nomination and of the person or persons to be nominated; (b) a representation that the shareholder is a holder of record of stock of the corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (c) a description of all arrangements or understanding between the shareholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the shareholder; (d) such other information regarding each nominee proposed by such shareholder as would have been required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission had each nominee been nominated, or intended to be nominated, by the Board of Directors; and (e) the consent of each nominee to serve as a director of the corporation if so elected.

Section 1.10 Shareholder Proposals. To be properly brought before a regular meeting of shareholders, business must be (a) specified in the notice of the meeting, (b) directed to be brought before the meeting by the Board of Directors or (c) proposed at the meeting by a shareholder who (i) was a shareholder of record at the time of giving of notice provided for in these bylaws, (ii) is entitled to vote at the meeting and (iii) gives prior notice of the matter, which must otherwise be a proper matter for shareholder action, the manner herein provided. For business to be properly brought before a regular meeting by a shareholder, the shareholder must give written notice to the Secretary of the corporation so as to be received at the principal executive offices of the corporation at least 120 days before the date that is one year after the prior year's regular meeting. Such notice shall set forth (a) the name and record address of the shareholder and of the beneficial owner, if any, on whose behalf the proposal will be made, (b) the class and number of shares of the corporation owned by the shareholder and beneficially owned by the beneficial owner, if any, on whose behalf the proposal will be made, (c) a brief description of the business desired to be brought before the regular meeting and the reasons for conducting such business and (d) any material interest in such business of the shareholder and the beneficial owner, if any, on whose behalf the proposal is made. The Chair of the meeting may refuse to acknowledge any proposed business not made in compliance with the foregoing procedure.

ARTICLE II

DIRECTORS

Section 2.01. Number and Election. Directors shall be divided into three classes of approximately equal size and, after an initial staggering of director terms, shall be elected at each regular shareholder meeting for three-year terms as provided in the corporation's Articles of Incorporation. The number of directors shall be fixed exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the Board of Directors then in office.

Section 2.02. Vacancies. Any vacancies in the Board of Directors by reason of an increase in the number of directors, death, disability, resignation, removal or otherwise, shall be filled solely by majority vote of the remaining directors then in office, though less than a quorum, and any such director so elected shall hold office for a term expiring at the regular meeting of shareholders at which the term of office of the class to which the director has been elected, expires.

Section 2.03. Removal. Any director may be removed from office as a director (i) by the affirmative vote of the holders of 80% of the combined voting power of the then outstanding shares of stock of the corporation entitled to vote generally in that election of directors, voting together as single class and only for cause, or (ii) by a majority of the directors then in office with or without cause.

Section 2.04. Place of Meetings. The Board of Directors may meet at such places, in the State of Minnesota or in any State, as the majority may from time to time determine.

Section 2.05. Regular Meetings. The Board of Directors may provide by resolution the date, time and place, either within or without the State of Minnesota, for the holding of meetings of the Board of Directors without other notice than such resolution.

Section 2.06. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, the President or by any two directors, by giving at least two days' notice thereof.

Section 2.07. Meetings Without Notice. Any director may in writing either before or after the meeting, waive notice thereof. Without notice, any director by his attendance at any meeting of the Board of Directors, or at any duly constituted committee thereof, shall be deemed to have waived notice thereof, except where the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting.

Section 2.08. Consent to Action. Any action which might be taken at a meeting of the Board of Directors, or of any duly constituted committee thereof, may be taken without a meeting if done in writing signed by all of the directors, or members of such committees.

Section 2.09. Conference Communications. Any or all directors may participate in any meeting of the Board of Directors, or of any duly constituted committee thereof, by any means of communication through which the directors may simultaneously hear each other during such meeting. For the purposes of establishing a quorum and taking any action at the meeting, such directors participating pursuant to this Section 2.09 shall be deemed present in person at the meeting; and the place of the meeting shall be the place of origination of the conference telephone conversation or other comparable communication technique.

Section 2.10. Quorum and Adjourned Meetings. At all meetings of the Board of Directors, a quorum sufficient for the transaction of business shall consist of a majority of the directors. If, however, such quorum shall not be present at any such meeting, those present thereat shall have power to adjourn the meeting from day to day without notice other than announcement at the meeting, until a quorum shall be present.

Section 2.11. Committees. A resolution approved by the affirmative vote of a majority of the Board of Directors may establish committees having the authority of the Board of Directors in the management of the business of the corporation to the extent provided in the resolution. A committee shall consist of one or more persons, who need not be directors, appointed by affirmative vote of a majority of the directors present. Committees are subject to the direction and control of, and vacancies in the membership thereof shall be filled by, the Board of Directors, except as provided in Section 2.12. A majority of the members of the committee holding office immediately prior to a meeting of the committee shall constitute a quorum for the transaction of business, unless a larger or smaller proportion or number is provided in the resolution establishing the committee.

Section 2.12. Committee of Disinterested Persons. Pursuant to the procedure set forth in Section 2.11, the Board of Directors may establish a committee composed of two or more disinterested directors or other disinterested persons to determine whether it is in the best interests of the corporation to pursue a particular legal right or remedy of the corporation and whether to cause the dismissal or discontinuance of a particular proceeding that seeks to assert a right or remedy on behalf of the corporation. The committee, once established, is not subject to the direction or control of, or termination by, the Board of Directors. A vacancy on the committee may be filled by a majority of the remaining committee members. The good faith determinations of the committee are binding upon the corporation and its directors, officers and shareholders. The committee terminates when it issues a written report of its determination to the Board of Directors.

Section 2.13. Compensation. The Board of Directors may fix the compensation, if any, of directors.

ARTICLE III

OFFICERS

Section 3.01. Officers, Qualifications, Authority and Election. Officers shall be chosen by the Board of Directors and shall consist of a Chairman of the Board, a Chief Executive Officer, a President, a Secretary, a Chief Financial Officer, a Treasurer, a Controller and such other officers as the Board of Directors may from time to time deem advisable including one or more Vice Presidents, a Vice Chairman and an Executive Vice President. The Board of Directors may fix the powers, duties and compensation of any of the officers not specifically provided for herein. Officers, other than the Chairman of the Board, the Chief Executive Officer and the President, may or may not be members of the Board of Directors. Any two or more offices may be held by the same person at the same time. Officers shall hold their respective offices at the pleasure of the Board of Directors. Any officer may be removed at any time by the Board of Directors with or without cause. In case of the death, disqualification, absence or inability to act of any officer of the corporation or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate the power and/or duties of such officers to any other officer or to any director. Ownership of stock shall not be a qualification necessary to the holding of office.

Section 3.02. Chairman of the Board. The Chairman of the Board shall preside at all meetings of the shareholders and of the directors. The Chairman of the Board shall have such other powers and perform such other duties as the Board of Directors may from time to time prescribe.

Section 3.03. Vice Chairman. In the absence of the Chairman of the Board, the Vice Chairman shall preside at meetings of the shareholders and of the directors.

Section 3.04. Chief Executive Officer. The Chief Executive Officer shall have general and active management of the business under the supervision and direction of the Board of Directors, and shall be responsible for carrying out all orders and resolutions of the Board of Directors. The Chief Executive Officer shall have the general powers and duties usually vested in the office of the chief executive officer of a corporation and shall have such other powers and perform such other duties as the Board of Directors may from time to time prescribe.

Section 3.05. President. The President shall perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

Section 3.06. Inability of the Chief Executive Officer. In the case of the death, disqualification, absence or incapacity of the Chief Executive Officer, the Chairman of the Board or, in the event of his or her death, disqualification, absence or incapacity, the Vice Chairman, shall have all the powers and perform all the duties of the Chief Executive Officer. In case of the death, disqualification, absence or incapacity of the Chief Executive Officer, Chairman of the Board and the Vice Chairman, then the President or, failing such, the Executive Vice President or, failing such, the most senior Vice President, if any, shall have all of the powers and perform all of the duties of the Chief Executive Officer.

Section 3.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and of the shareholders, and shall record all votes and the minutes of all proceedings thereof. The Secretary shall keep the stock books of the corporation and shall have custody of the corporate seal. The Secretary shall give or cause to be given notice of all meetings of the shareholders and of the Board of Directors; provided, however notice given by another shall not be ineffective merely because it was not given by the Secretary. The Secretary shall perform such other duties as may from time to time be prescribed by the Board of Directors or by the Chief Executive Officer.

Section 3.08. Chief Financial Officer. The Chief Financial Officer shall be responsible for all financial operations of the corporation, including, without limitation, raising funds, establishing and maintaining banking relationships, keeping accurate financial records for the corporation, financial administration and maintenance of internal controls. The Chief Financial Officer shall report the financial condition of the corporation at the annual meeting of the shareholders in each year and at all other times when requested by the Board of Directors or the Chief Executive Officer, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer.

Section 3.09. Treasurer. The Treasurer shall have the care and custody of the corporate funds and securities, and shall disburse the funds of the corporation as may be ordered from time to time by the Board of Directors or the Chief Executive Officer. The Treasurer shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer.

Section 3.10. Controller. The Controller shall be the chief accounting officer of the corporation. The Controller shall be responsible, under the direction of the Chief Financial Officer, for keeping complete and accurate records of the business, assets, liabilities and transaction of the corporation and for the preparation of such financial statements as may be required by law or are needed for internal management purposes. The Controller shall perform such other duties as may be prescribed by the Board of Directors, the Chief Executive Officer or the Chief Financial Officer.

ARTICLE IV

CAPITAL STOCK

Section 4.01. Stock Certificates. The shares of the corporation may be either certificated shares or uncertificated shares or a combination thereof. A resolution approved by a majority of the directors may provide that some or all of any or all classes and series of the shares of the corporation will be uncertificated shares. Each holder of duly issued certificated shares of the corporation shall be entitled to a certificate for such shares, to be in such form as shall be prescribed by law and adopted by the Board of Directors. Certificates for such shares shall be numbered in the order in which they shall be issued and shall be signed, in the name of the corporation, by the president, the secretary or any assistant secretary, if there be one, or by such officers as the Board of Directors may designate. If a certificate is signed by a transfer agent or registrar, the signature of any such officer of the corporation may be a facsimile signature. If a person signs or has a facsimile signature placed upon a certificate while an officer, transfer agent or registrar of the corporation, the certificate may be issued by the corporation even if the person has ceased to serve in that capacity before the certificate is issued, with the same effect as if the person had that capacity at the date of its issue. With respect to certificated shares, every certificate surrendered to the corporation or its transfer agent for exchange or transfer shall be canceled, and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so canceled, except in cases provided for in Section 4.04.

Section 4.02. Transfer of Shares. The transfer of shares on the stock transfer books of the corporation may be authorized only by the shareholder of record thereof, or by such shareholder's legal representative, who shall furnish proper evidence of authority to transfer, or by such shareholder's duly authorized attorney-in-fact, and, in the case of certificated shares, upon surrender of the certificate or the certificates for such shares to the corporation or its transfer agent duly endorsed.

Section 4.03. Ownership. The corporation may treat as the exclusive owner of shares of the corporation for all purposes, the person or persons in whose name shares are registered on the books of the corporation, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, save as may be expressly provided by applicable law.

Section 4.04. Lost or Destroyed Certificates. Any shareholder claiming a certificate for shares to be lost, stolen or destroyed shall make an affidavit of that fact in such form as the Board of Directors shall require and shall give the corporation a bond of indemnity in form, in an amount, and with one or more sureties satisfactory to the Board of Directors, to indemnify the corporation against any claim which may be made against it on account of the reissue of such certificate, whereupon a new certificate may be issued in the same tenor and for the same number of shares as the one alleged to have been lost, stolen or destroyed.

ARTICLE V

EXECUTION OF CORPORATE CONTRACTS

Except as otherwise provided by the Board of Directors, all contracts of the corporation shall be executed on its behalf by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer, the Controller, an Executive Vice President, a Vice President or such other person or persons as one of these officers may from time to time authorize so to do. Notes given and drafts accepted by the corporation shall be valid only when signed by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer, the Controller, an Executive Vice President, a Vice President or such other person as one of these officers may from time to time authorize so to do. Checks, drafts, and other evidences of indebtedness to the corporation shall, for the purpose of deposit, discount and collection, be endorsed by these same officers or their delegates. Whenever the Board of Directors shall provide that any contract be executed or any other act be done in any other manner and by any other officer than as specified in these By-Laws, such method of execution or action shall be as equally effective to bind the corporation as specified herein.

ARTICLE VI

FISCAL YEAR

The fiscal year of the corporation shall end with the close of business on the Saturday closest to the last day in February in each year or as otherwise determined by the Board of Directors.

ARTICLE VII

INDEMNIFICATION

The corporation shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent as required or permitted by the Minnesota Business Corporation Act, §302A.521, as now enacted or hereafter amended.

ARTICLE VIII

EXCLUSIVE FORUM

Unless the corporation consents in writing to the selection of an alternative forum, the state or federal courts in Hennepin County, Minnesota shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the corporation, (b) any action asserting a claim for breach of a fiduciary duty owed by any director, officer, employee, or agent of the corporation to the corporation or the corporation's shareholders, (c) any action asserting a claim arising pursuant to any provision of the Minnesota Business Corporation Act, the Articles of Incorporation, or these By-Laws (as any may be amended from time to time), or (d) any action asserting a claim governed by the internal affairs doctrine, in each case subject to said courts having personal jurisdiction over the indispensable parties named as defendants therein. If any action the subject matter of which is within the scope of this Article VIII is filed in a court other than a state or federal court in Hennepin County, Minnesota (a "Foreign Action") by any shareholder, such shareholder shall be deemed to have consented to: (i) the personal jurisdiction of the state or federal courts in Hennepin County, Minnesota in connection with any action brought in any such court to enforce this Article VIII; and (ii) having service of process made upon such shareholder in any such action by service upon such shareholder's counsel in the Foreign Action as agent for such shareholder. If any provision of this Article VIII shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article VIII (including, without limitation, each portion of any sentence of this Article VIII containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

ARTICLE IX

AMENDMENTS

These By-Laws may be altered or amended by majority vote of the entire Board of Directors, subject to the power of the shareholders to adopt, amend or repeal the By-Laws as provided in Minnesota Statutes §302A.181, Subdivision 3.

Amended and Restated By-Laws adopted by the Board of Directors of Apogee Enterprises, Inc. on June 28, 2018.



**CEO TWO-YEAR CASH-BASED
PERFORMANCE AWARD AGREEMENT**

<u>GRANTED TO</u> <Name>	<u>GRANT DATE</u>	<u>AMOUNT OF AWARD (\$)</u> Threshold Amount:	<u>SOCIAL SECURITY NUMBER</u>
<Street Address>	mm/dd/yyyy	Target Amount:	xxx-xx-xxxx
<City>, <State> <Zip Code>		Maximum Amount:	

1. **This Agreement.** This agreement, together with Exhibit A and Exhibit B (collectively, the "*Agreement*"), sets forth the terms and conditions of a performance award representing the right to receive a cash payment and 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*"). The Committee will divide the Cash Value such that 82.8% of the Cash Value will be the amount to be paid to the Employee (the "*Payment Value*") and the remaining 17.2% of the Cash Value will be the amount to be contributed to the Apogee Enterprises, Inc. 2011 Deferred Compensation Plan (the "*Deferred Compensation Plan*") (the "*Deferred Value*"). 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
 - (a) pay to the Employee one-half of the Payment Value (the "*Initial Payment*"). On the one year anniversary of the last day of the Performance Period (the "*Fully-Vested Date*"), the Company shall pay to the Employee the remaining one-half of the Payment Value (the "*Final Payment*"), and
 - (b) credit the Deferred Value to a notional account established under the Deferred Compensation Plan (the "*LTI Account*"). Thereafter, the LTI Account shall be credited with earnings, gains or losses in accordance with the terms of the Deferred Compensation Plan.
6. **Termination of Employment.** In the event the Employee's employment is terminated prior to the last day of the Performance Period, this Performance Award and any unpaid Cash Value pursuant to this Agreement shall be immediately and irrevocably forfeited unless the Employee's employment is terminated under the circumstances described below. In the event the Employee's employment is terminated prior to the Fully-Vested Date, the Final Payment 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 Employee or the Employee's estate, as applicable, shall be entitled to receive a pro-rata portion (based on the amount of time elapsed between the beginning of the Performance Period and the date of termination) of the Payment Value determined under paragraph 5 above, and the LTI Account shall be credited with a pro-rata portion of the Deferred Value, to the extent that the threshold, target or maximum performance level of the performance goals is achieved, as set forth in the attached Exhibit B and as determined by the Committee in its sole discretion. In the event the Employee's employment is terminated after the end of the end of the Performance Period by reason of a Qualifying Termination, the Employee or the Employee's estate, as applicable, shall be entitled to receive the Initial Payment (if not yet paid to the Employee) and the Final Payment, and the LTI Account shall be credited with the Deferred Value (if not yet credited to the Deferred Compensation Plan).

7. **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.

The Payment Value portion of the Cash Value to be paid to the Employee pursuant to this section shall be paid in full in a single lump sum payment as soon as administratively feasible following the Determination Date (but in no event later than 60 days following the end of the Truncated Performance Period). If a Change in Control of the Company occurs after the Performance Period, then the Employee shall be entitled to receive the Initial Payment (if not yet paid to the Employee) and the Final Payment as soon as administratively feasible following the date of the Change in Control (but in no event later than 60 days following the date of the Change in Control).

The LTI Account shall be credited with the Deferred Value portion of the Cash Value pursuant to this section as soon as administratively feasible following the date of the Change in Control (but in no event later than 60 days following the date of the Change in Control).
8. **Recoupment.** Employee acknowledges, understands and agrees that, notwithstanding anything to the contrary contained herein, the Cash Value and the LTI Account to which Employee is otherwise entitled (or which has been paid or become vested) is subject to forfeiture or recoupment, in whole or in part, at the direction of the Company's Board of Directors (the "*Board*") if, in the judgment of the Board, events have occurred that are covered by the Company's Clawback Policy (as it exists on the date hereof, and as it may be amended from time to time by the Board, the "*Clawback Policy*") and the Board further determines, in its sole discretion, that forfeiture or recoupment of all or part of the Cash Value and the LTI Account is appropriate under all of the circumstances considered by the Board. A copy of the Clawback Policy may be obtained from the Company's General Counsel upon the Employee's request.
9. **Payment of the LTI Account.** 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. **Section 409A.** Notwithstanding anything in this Agreement to the contrary, to the extent that this Performance Award constitutes "deferred compensation" subject to Section 409A of the Internal Revenue Code (the "*Code*"), this Performance Award will not be payable or distributable upon a Change in Control unless the Company determines in good faith that the Change in Control meets the definition of a change in ownership or effective control (or change in ownership of a substantial portion of assets) in Section 409A(a)(2)(A)(v) of the Code and applicable guidance thereunder.

13. **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, and acknowledges receipt of a copy of the prospectus related to the Plan.

ACKNOWLEDGMENT:

APOGEE ENTERPRISES, INC.

By:

EMPLOYEE'S SIGNATURE

<Name>

DATE

Chair, Compensation Committee

SOCIAL SECURITY NUMBER

DATE

**DEFINED TERMS USED IN THE
CEO TWO-YEAR CASH-BASED
PERFORMANCE AWARD AGREEMENT**

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

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

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

“*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
CEO TWO-YEAR CASH-BASED
PERFORMANCE AWARD AGREEMENT**

**Performance Goals for Two-Year Performance Period
(<Month> <Day>, 20__ – <Month> <Day>, 20__)**

<u>Performance Goal</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>
Average Return on Invested Capital (weighted as 33-1/3%)			
Cumulative Earnings Per Share (weighted as 33-1/3%)			
Cumulative Net Sales (weighted as 33-1/3%)			
Payment Levels	50%	100%	200%

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

**FOURTH 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 June 1, 2011 (the "Plan"), and as thereafter amended; and

WHEREAS, the Board of Directors has the authority to amend the Plan pursuant to Section 11.2 of the Plan; and

WHEREAS, the Board of Directors desires to amend the Plan, effective June 1, 2018, to modify the provisions of the Plan relating to assignment and modifications to payment schedules to permit the Plan to accept qualified domestic relations orders.

NOW, THEREFORE, the Plan is hereby amended, effective June 1, 2018, in the following respects:

1. A new Section 7.6 is hereby added to the Plan to read as follows:
- 7.6 Domestic Relations Orders. Notwithstanding anything in the Plan to the contrary, the Committee, in its sole discretion, may modify payment of a Participant's Account to the extent necessary to comply with a domestic relations order (as defined in Code Section 414(p)(1)(B)).
2. Section 14.1 of the Plan is hereby amended to read as follows:
 - 14.1 Assignment. No interest of any Participant, spouse or Beneficiary under this Plan and no benefit payable hereunder shall be assigned as security for a loan, and any such purported assignment shall be null, void and of no effect, nor shall any such interest or any such benefit be subject to any manner, either voluntarily or involuntarily, to anticipation, sale, transfer, assignment or encumbrance by or through any Participant, spouse or Beneficiary.

The Company may assign any or all of its liabilities under this Plan in connection with any restructuring, recapitalization, sale of assets or other similar transactions affecting a Participating Employer without the consent of the Participant. Notwithstanding the foregoing, the Committee may, in its sole discretion, honor a domestic relations order that complies with Code Section 414(p) and with the domestic relations orders procedures established by the Committee.

IN WITNESS WHEREOF, the undersigned executed this Fourth Amendment as of the 28th day of June 2018, to be effective as of the date specified above.

Apogee Enterprises, Inc.

By: Joseph F. Puishys

Its: Chief Executive Officer and President

/s/ Joseph F. Puishys (Signature)