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): July 29, 2000

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

Minnesota	0-6365	41-0919654
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

7900 Xerxes Avenue South, Suite 1800, Minneapolis, Minnesota	55431
(Address of principal executive offices)	(Zip Code)

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

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

Item 5. Other Events.

Apogee Enterprises, Inc. and PPG Industries, Inc. have completed the previously announced combination of their U.S. automotive replacement glass distribution businesses into a new venture, PPG Auto Glass, LLC. PPG Auto Glass commenced operations effective as of July 29, 2000. PPG Industries owns 66 percent and Apogee Enterprises 34 percent of the new Pittsburgh-based entity. Accompanying this report as Exhibits 10.1 and 10.2 are certain agreements (each without exhibits and schedules) relating to the formation of PPG Auto Glass. Also, see Exhibit 99.1 attached hereto for additional information regarding PPG Auto Glass.

Item 7. Financial Statements and Exhibits

(c) Exhibits:

10.1	Contribution and Assumption Agreement dated June 13, 2000 among PPG Industries, Apogee Enterprises, certain subsidiaries of Apogee Enterprises and PPG Auto Glass
10.2	Limited Liability Company Agreement of PPG Auto Glass, LLC dated June 13, 2000 between PPG Industries and Apogee Enterprises
99.1	Press release, dated July 31, 2000

Signature

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: August 1, 2000

APOGEE ENTERPRISES, INC.

By /s/ Robert G. Barbieri

Robert G. Barbieri
Vice President - Finance and
Chief Financial Officer

EXHIBITS INDEX

EXHIBIT 10.1

CONTRIBUTION AND ASSUMPTION AGREEMENT

by and among

PPG AUTO GLASS, LLC,

APOGEE ENTERPRISES, INC.,

THE GLASS DEPOT, INC.,

THE GLASS DEPOT OF NEW YORK, INC.,

HARMON GLASS COMPANY,

AMERICAN MANAGEMENT GROUP,

DOVER GLASS COMPANY

and

PPG INDUSTRIES, INC.

dated as of

Jun 13, 2000

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CONTRIBUTION AND ASSUMPTION AGREEMENT

This CONTRIBUTION AND ASSUMPTION AGREEMENT (this "Agreement"), is dated as of June 13, 2000, by and among PPG AUTO GLASS, LLC, a Delaware limited liability company (the "Company"), APOGEE ENTERPRISES, INC., a Minnesota corporation ("Apogee"), THE GLASS DEPOT, INC., a Minnesota corporation ("Glass Depot"), THE GLASS DEPOT OF NEW YORK, INC., a Minnesota corporation ("Glass Depot New York"), HARMON GLASS COMPANY, a Minnesota corporation ("Harmon Glass"), AMERICAN MANAGEMENT GROUP, a Maine corporation ("AMG"), DOVER GLASS COMPANY, a Maine corporation ("Dover") and PPG INDUSTRIES, INC., a Pennsylvania corporation ("PPG").

WHEREAS, Apogee, through its wholly owned subsidiaries, Glass Depot, Glass Depot New York, Harmon Glass, AMG and Dover, currently is engaged in distributing at wholesale glass parts and related supplies for sale to non-truckload wholesalers and non-truckload retail automotive glass retailers (the "Apogee Business").

WHEREAS, PPG, through its branch distribution business of its U.S. Automotive Replacement Glass business unit currently is engaged in distributing at wholesale glass parts and related supplies for sale to non-truckload wholesalers and non-truckload retail automotive glass retailers in the United States (the "PPG Business").

WHEREAS, Apogee and PPG have previously formed the Company.

WHEREAS, Apogee, PPG and the Company are entering into this Contribution and Assumption Agreement, pursuant to which Apogee and PPG will contribute, or cause to be contributed, to the Company the Apogee Assets (as defined herein) and the PPG Assets (as defined herein), respectively, in exchange for which Apogee (or wholly owned subsidiaries of Apogee) will receive a Membership Interest representing an Equity Percentage equal to thirty-four percent (34%) of the Company and PPG will receive a Membership Interest representing an Equity Percentage equal to sixty-six percent (66%) of the Company, in each case pursuant to the PPG Auto Glass, LLC Limited Liability Company Agreement dated the date hereof (the "LLC Agreement").

WHEREAS, it is the intention of the parties that, after the Closing (as defined herein), the Company will engage in the Apogee Business and the PPG Business (the "Company Business") and the parties, or their Affiliates, as the case may be, will enter into the Ancillary Agreements (as defined herein) with the Company for the purpose of assisting the Company in engaging in the Company Business.

NOW, THEREFORE, in consideration of the premises, the mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Article I Definitions

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified. Certain other capitalized terms used herein are defined elsewhere in the Agreement.

"Affiliate" has the meaning given to it in the LLC Agreement.

"Ancillary Agreements" means the agreements identified on Exhibit A hereto, in each case to be executed and delivered in connection with this Agreement in accordance with Article IV.

"Ancillary Documents" means the Ancillary Agreements and the certificates, instruments or other documents to be executed and delivered in connection with this Agreement or the Ancillary Agreements.

"Apogee Contracts" means all contracts, agreements, leases, licenses, sales and purchase orders, commitments and other instruments of any kind, whether written or oral, to which Apogee or any Apogee Contributing Affiliate is a party as of the Closing Date and which relate exclusively to the Apogee Business or which exclusively affect the Apogee Assets, including, but not limited to, the contracts listed on Schedule 5.7(a).

"Apogee Contributing Affiliate" means each of Glass Depot, Glass Depot New York Harmon Glass, AMG and Dover.

"Apogee Employee" means any full-time or part-time employee, consultant or independent contractor of Apogee or any Apogee Contributing Affiliate whose services relate exclusively to the Apogee Business.

"Apogee Excluded Liabilities" means all Liabilities of Apogee or any of its Affiliates not expressly assumed by the Company as an Apogee Assumed Liability pursuant to Section 2.3, including without limitation all Liabilities of Apogee or any of its Affiliates: (i) arising out of, based upon events or circumstances occurring in connection with or resulting from, the operation or ownership of the Apogee Business or the Apogee Assets prior to the Closing Date or (ii) relating to any of the Excluded Apogee Assets, except, in each case, to the extent such Liabilities are otherwise included in the Assumed Liabilities. Without limiting the generality of the foregoing, Apogee Excluded Liabilities shall include, without limitation, (i) (A) any Environmental Claims or any Environmental Remediation Costs arising out of, based on or resulting from, conditions (including Environmental Conditions) or circumstances existing or occurring on or prior to the Closing Date relating in any way to the Apogee Business, the Apogee Facilities or Apogee Real Property (including, without limitation, any violation by Apogee or any Affiliate thereof of any Applicable Law or any permit relating to the Apogee Facilities, Apogee Business or the Apogee Real Property), even if such conditions, Environmental Conditions or circumstances are not discovered or an Environmental Claim with respect thereto is not asserted until after the Closing Date and (B) any transportation of Hazardous Materials or other materials to an off-site facility or the handling, storage, treatment

or disposal of Hazardous Materials or other materials at an off-site facility by or on behalf of Apogee or any Affiliate thereof, or any Release or Threatened Release of such Hazardous Materials or other materials occurring at any off-site facility by or on behalf of Apogee or any Affiliate thereof arising out of, based on or resulting from, conditions (including Environmental Conditions) or circumstances existing or occurring on or prior to the Closing Date relating in any way to the Apogee Business, the Apogee Facilities or Apogee Real Property (including, without limitation, any violation by Apogee or any Affiliate thereof of any Applicable Law or any permit relating to the Apogee Facilities, Apogee Business or the Apogee Real Property), even if such conditions, Environmental Conditions or circumstances are not discovered until after the Closing Date, (ii) any obligations under the Apogee Contracts accruing prior to the Closing Date, (iii) subject to Article IX hereof, any obligations arising under any current or prior Employee Plan of Apogee or any Apogee Contributing Affiliate or their respective ERISA Affiliates, (iv) any and all Liens and encumbrances (except Permitted Liens) on any of the Apogee Assets as of the Closing Date, (v) any and all Apogee Taxes with respect to periods (or portions thereof) ending on or before the Closing Date, (vi) any Liabilities arising out of any suit, action, proceeding, claim or investigation pending against or affecting the Apogee Business, the Apogee Assets, Apogee or any Apogee Contributing Affiliate relating to any act or omission occurring prior to the Closing Date, and (vii) any Liabilities relating to products sold prior to the Closing Date (whether or not distributed by the Company after the Closing Date), including, without limitation, any product warranty and product liability claims, or any refunds, credits, claims or other liabilities relating to the return of any products sold prior to the Closing Date, all of which liabilities and obligations shall remain and be obligations and liabilities solely of Apogee or the Apogee Contributing Affiliates. Apogee Excluded Liabilities shall not include the Apogee Assumed Liabilities expressly assumed by the Company pursuant to Section 2.3.

"Apogee Facilities" means the offices, warehouses and buildings located on the Apogee Owned Real Property or on the Apogee Leased Real Property, provided, --------
that for the avoidance of doubt, the Apogee Facilities shall not include the NDC or any Apogee manufacturing facilities, retail auto glass locations or call center locations.

"Apogee Field Locations" means (i) the Apogee Facilities and (ii) all branch distribution offices of Apogee located on properties identified on Schedule 5.6(b).

"Apogee Fixtures and Equipment" means all of the furniture, fixtures, furnishings, machinery, equipment, vehicles, computer hardware, and other tangible personal property owned or leased by Apogee or its Affiliates that is (i) used or reserved for use exclusively in connection with the Apogee Business, and (ii) located at the Apogee Facilities, including the fixtures and equipment listed on Schedule 5.6(c) and excluding fixtures and equipment included in the Excluded Apogee Assets.

"Apogee Leased Real Property" means the real property leased, subleased or sublicensed by Apogee or any Apogee Contributing Affiliates in connection with the Apogee Business listed on Schedule 5.6(b), excluding the leased real property included in the Excluded Apogee Assets.

"Apogee Leases" means, collectively, (i) all material personal property leases or licenses to which Apogee or any Apogee Contributing Affiliate is a party or by which Apogee or any

Apogee Contributing Affiliate is bound relating to the Apogee Business listed on Schedule 5.6(d) and (ii) all leases of Apogee Leased Real Property, entered in connection with the Apogee Business, as listed on Schedule 5.6(d), excluding any leases and licenses included in the Excluded Apogee Assets.

"Apogee Owned Real Property" means all real property owned by Apogee or any Apogee Contributing Affiliate and used in connection with the Apogee Business listed on Schedule 5.6(b), excluding any real property included in the Excluded Apogee Assets.

"Apogee Owned Real Property Leases" means the real property leases for the Apogee Owned Real Property to be executed and delivered in connection with this Agreement.

"Apogee Real Property" includes all Apogee Owned Real Property and all Apogee Leased Real Property, in each case together with all buildings, fixtures and improvements erected thereon and appurtenances thereto.

"Applicable Law" means, with respect to a Person, any domestic or foreign, federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, judgment, decree or other requirement of any Governmental Authority (including any Environmental Law) applicable to such Person or any of its Affiliates or any of their respective properties, assets, officers, directors, employees, consultants or agents (in connection with such officer's, director's, employee's, consultant's or agent's activities on behalf of such Person or any of its Affiliates).

"BONY Security Agreement" means the Security Agreement dated as of June 13, 2000 by and among Apogee, certain Affiliates of Apogee, and The Bank of New York.

"Books and Records" of a Contributing Party means all business records, tangible data, documents, management information systems, files, customer lists, supplier lists, operation or maintenance manuals, bids, personnel records, invoices, sales literature, and all other books and records (collectively, "Information"), in each case to the extent related solely to the Apogee Business or the PPG Business, as applicable, at any time prior to the Closing Date; provided, however, that "Books and Records" shall exclude (i) all tax returns
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and all worksheets, notes, files or documents primarily related thereto, wherever located, (ii) all documents prepared in connection with the transactions contemplated by this Agreement and all minute books and corporate records of that Contributing Party and its Affiliates, (iii) all Information of that Contributing Party or its Affiliates to the extent not related to the Apogee Business or the PPG Business, as applicable, (iv) any Excluded Assets or Excluded Liabilities, (v) all documents payroll records for periods prior to the Closing and (vi) any Information which is prohibited from being transferred by Applicable Law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contracts" means the Apogee Contracts and the PPG Contracts, as applicable.

"Contributed Assets" means with respect to Apogee as the Contributing Party, the Apogee Assets, and with respect to PPG as the Contributing Party, the PPG Assets, or with respect to PPG and Apogee together as Contributing Parties, the Apogee Assets and the PPG Assets, as the context requires.

"Contributed Business" means with respect to Apogee as the Contributing Party, the Apogee Business, and with respect to PPG as the Contributing Party, the PPG Business.

"Contributing Party" shall mean Apogee or PPG, as the context requires.

"Employee Other Benefit Plans" means all employee benefit plans, contracts, agreements, practices, policies or arrangements, written or oral, and whether or not subject to ERISA, which a Person maintains, contributes to, or is a party to or otherwise has or could have any obligation under or with respect to, including, without limitation, the following plans: all employment, vacation, severance, change-in-control and fringe benefit plans; all stock option, stock bonus, and stock purchase programs; all retirement income, bonus, profit sharing, gain sharing, deferred compensation, retention bonus or other similar plans, other than Employee Pension Plans or Employee Welfare Plans.

"Employee Pension Plans" means "employee pension benefit plans" (as that term is defined in Section 3(2) of ERISA).

"Employee Plans" means all Employee Welfare Plans, Employee Pension Plans and Employee Other Benefit Plans.

"Employee Transfer Date" means the first day of the month immediately following the Lease Termination Date.

"Employee Welfare Plans" means "employee welfare benefit plans" (as that term is defined in Section 3(1) of ERISA).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" of any Person means any other Person that, together with such Person as of the relevant measuring date under ERISA, was or is required to be treated as a single employer under Section 414 of the Code.

"Environmental Claims" means any and all Liabilities, claims, suits, losses, Environmental Losses (including, without limitation, remediation, removal, response, mitigation, abatement, cleanup, investigative and/or monitoring costs and any other related costs and expenses), other causes of action or enforcement actions recognized now or at any later time, damages, settlements, expenses, charges, assessments, liens, penalties, fines, prejudgment and postjudgment interest and reasonable attorneys' fees (i) pursuant to any agreement, order, notice, requirement, injunction, judgment or similar documents (including settlements) arising out of or in connection with any Environmental Conditions or Environmental Laws, and (ii) pursuant to any claim by a Governmental Authority or other Person or entity for personal injury, real or

personal property damage, damage to natural resources, remediation, or similar costs or expenses incurred or asserted by such entity or Person pursuant to common law, statute, or any Environmental Conditions or Environmental Laws.

"Environmental Conditions" means any conditions affecting the state of the environment or workplace health or safety, including natural resources (e.g., flora and fauna), soil, surface water, groundwater, any present or potential drinking water supply, subsurface strata or ambient air, and which relate to or arise out of the use, handling, storage, treatment, recycling, generation, transportation, Release, Threatened Release or disposal of Hazardous Materials by any Contributing Party or any of their respective predecessors.

"Environmental Laws" shall mean all U.S. and national, federal, state, local and foreign laws, statutes, regulations, codes, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations and all common law concerning public health, worker health and safety and pollution or protection of the environment, natural resources, air quality, soil quality, water quality, hazardous waste, hazardous or toxic substances or the protection of human health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. (S) 9601 et seq.), as amended, the Superfund Amendments and Reauthorization Act of 1986 ("SARA") (Pub. L. No. 99-499, October 17, 1986), as amended, the Federal Water Pollution Control Act (33 U.S.C. (S) 1251 et seq.), as amended, the Safe Drinking Water Act (42 U.S.C. (S) 201 et seq.), as amended, the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. (S) 6901 et seq.), as amended, the Clean Air Act (42 U.S.C. (S) 7401 et seq.), as amended, and the Toxic Substances Control Act ("TSCA") (15 U.S.C. (S) 2601 et seq.), as amended, the Hazardous Material Transportation Act ("HMTA") (49 U.S.C. (S) 1801 et seq.), as amended, the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.), as amended, the Occupational Safety and Health Act (29 U.S.C. (S) 651 et seq.), as amended, and any analogous national, foreign, state or local laws, statutes, codes, ordinances and the regulations promulgated pursuant thereto, as each of these laws may have been amended through the date of this Agreement and all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, Release, Threatened Release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, Hazardous Materials, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now, or to the extent applicable to facts or circumstances existing prior to or as at the Closing Date.

"Environmental Losses" shall mean (i) all Losses resulting from the manufacture, generation, refining, processing, distribution, use, sale, treatment, receipt, storage, disposal, transportation or handling, or the emission, discharge, Release or Threatened Release into the environment of any Hazardous Material at any Apogee Real Property or PPG Real Property, as the case may be, in violation of any Environmental Laws and (ii) all Losses resulting from the presence of any Hazardous Materials at any location other than the Apogee Real Property or PPG Real Property, as the case may be, containing Hazardous Materials disposed of from the Apogee Real Property or PPG Real Property, as the case may be, or any off-site migration,

leaking, leaching, flowing, emitting or other movement of Hazardous Materials from any such location.

"Environmental Remediation Costs" means all costs and expenses relating to activities or actions required by Environmental Laws, orders by a Governmental Authority or environmental, health and safety policies adopted by the Company in accordance with the terms of the LLC Agreement, to (i) clean up or remove Hazardous Materials from the environment, (ii) prevent, minimize or mitigate the movement, leaching, Release, Threatened Release, or migration of Hazardous Materials into the environment, or mitigate the injury or damage therefrom, (iii) clean up, remediate or close any Apogee Facility or PPG Facility, as the case may be, or any Apogee Real Property or PPG Real Property, as the case may be, or (iv) comply with the requirements of any Environmental Laws or permits relating to any Apogee Facility, PPG Facility, Apogee Real Property or PPG Real Property, as the case may be. Environmental Remediation Costs include, without limitation, reasonable costs and expenses payable in connection with the foregoing for legal, engineering or other related services; for investigation, testing, sampling and monitoring; for boring, excavation and construction; for removal, modification or replacement of equipment or facilities; for labor and material; and for proper storage, treatment or disposal of Hazardous Materials.

"Equity Percentage" has the meaning given to it in the LLC Agreement.

"Excluded Liabilities" means the Apogee Excluded Liabilities and the PPG Excluded Liabilities.

"Facilities" means the Apogee Facilities and the PPG Facilities.

"GAAP" means generally accepted accounting principles in the United States, consistently applied.

"Governmental Authority" means any foreign, domestic, federal, territorial, state or local governmental authority, quasi-governmental authority, law enforcement authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

"Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material (including, without limitation, asbestos, petroleum and petroleum products, mercury, chromium, lead and polychlorinated biphenyls), waste or other substance which is defined, determined or identified as hazardous or toxic under any Applicable Law or the Release or Threatened Release of which is prohibited under any Applicable Law. Without limiting the generality of the foregoing, the term will include (i) "hazardous substances" as defined in CERCLA and regulations promulgated thereunder, (ii) "extremely hazardous substances" as defined in SARA, each as amended, and regulations promulgated thereunder, (iii) "hazardous waste" as defined in RCRA, and regulations promulgated thereunder, (iv) "hazardous materials" as defined in the HMTA and regulations promulgated thereunder and

(v) "chemical substance or mixture" as defined in the TSCA and regulations promulgated thereunder.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

"Inventory" of a Contributing Party means all inventory (excluding products shipped prior to the Closing Date but not invoiced) relating to the Apogee Business or the PPG Business, as applicable, held for resale and all raw materials, work in process, finished products, wrapping supply and packaging items and similar items with respect to the Apogee Business or the PPG Business, as applicable, in each case wherever the same may be located, unless otherwise specified in this Agreement; it being understood that the Contributing Parties shall be responsible to invoice customers for products sold prior to the Closing Date.

"IRS" means the Internal Revenue Service.

"Judgment" includes any judicial or administrative judgment, order, writ, injunction, decree or award.

"Leased Employees Agreements" means the Apogee Leased Employees Agreement and the PPG Leased Employees Agreement.

"Leased Real Property" means the Apogee Leased Real Property and the PPG Leased Real Property.

"Leasing Period Termination Date" means the last day of the month occurring at least sixty (60) days following the Closing Date.

"Liability" means, with respect to any Person, any liability, expense or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person.

"Lien" includes any mortgage, lien, pledge, security interest, conditional sale agreement, charge, claim, easement, right, condition, restriction or other encumbrance or defect of title of any nature whatsoever (including without limitation, any assessment, charge or other type of notice which is levied or given by any Governmental Authority and for which a lien could be filed).

"Losses" means any and all costs, losses, Taxes, Liabilities, damages, lawsuits, deficiencies, claims, demands, and expenses (whether or not arising out of third-party claims), including without limitation interest, penalties, costs of mitigation, losses in connection with any Environmental Law (including without limitation any clean-up or remedial action), losses resulting from any shutdown or curtailment of operations, damages to the environment,

reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing.

"Material Adverse Effect on Apogee" or "Material Adverse Change to Apogee" or similar phrase means a material adverse change in, or effect on, (a) the business, operations, affairs, financial condition, results of operations, assets, Liabilities, reserves or any other aspect of the Apogee Assets or the Apogee Business, taken as a whole, or (b) the right or ability of Apogee or any Apogee Contributing Affiliate to consummate any of the transactions contemplated hereby.

"Material Adverse Effect on the Company or Material Adverse Change to the Company" or similar phrase means any facts or circumstances that would result in a material adverse change in, or effect on, the business, operations, affairs, financial condition, results of operations, assets, Liabilities, reserves or any other aspect of the Company, taken as a whole, assuming consummation of the transactions contemplated hereby.

"Material Adverse Effect on PPG" or "Material Adverse Change to PPG" or similar phrase means a material adverse change in, or effect on, (a) the business, operations, affairs, financial condition, results of operations, assets, Liabilities, reserves or any other aspect of the PPG Assets or the PPG Business, taken as a whole, or (b) the right or ability of PPG to consummate any of the transactions contemplated hereby.

"Members" has the meaning given to it in the LLC Agreement.

"Membership Interest" has the meaning given to it in the LLC Agreement.

"NDC" means the national distribution center of Apogee located in Owatonna, Minnesota.

"Owned Real Property" means the Apogee Owned Real Property and the PPG Owned Real Property.

"Owned Real Property Leases" means the Apogee Owned Real Property Leases and the PPG Owned Real Property Leases.

"Permitted Liens" means (a) Liens for Taxes or charges or claims by a Governmental Authority (i) not yet due and payable or (ii) being contested in good faith, if a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor, (b) statutory Liens of landlords, Liens of carriers, warehousemen, mechanics and materialmen and other Liens imposed by law incurred in the ordinary course of business for sums (i) not yet due and payable or (ii) being contested in good faith, if a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor, (c) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance and other similar types of social security programs or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return of money bonds and similar obligations, in each case in the ordinary course of business, consistent with past practice, (d) easements, rights of way and other imperfections of title or

encumbrances that are a matter of public record and do not materially affect the marketability of the property subject thereto or materially interfere with the present or proposed use of such property and (e) other encumbrances or minor matters that individually or in the aggregate are not substantial in amount and do not detract from or interfere with the value or the present or intended use of the Contributed Asset(s) to which such encumbrance(s) relate(s).

"Person" means and includes an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated organization, a government or any department or agency thereof, or any entity similar to any of the foregoing.

"PPG Contracts" means all contracts, agreements, leases, licenses, sales and purchase orders, commitments and other instruments of any kind, whether written or oral, to which PPG is a party as of the Closing Date and which relate exclusively to the PPG Business or which exclusively affect the PPG Assets, including, but not limited to, the contracts listed on Schedule 6.7(a).

"PPG Employee" means any full-time or part-time employee, consultant or independent contractor of PPG whose services relate exclusively to the PPG Business.

"PPG Excluded Liabilities" means all Liabilities of PPG or any of its Affiliates not expressly assumed by the Company as a PPG Assumed Liability pursuant to Section 2.3, including without limitation all Liabilities of PPG or any of its Affiliates: (i) arising out of, based upon events or circumstances occurring in connection with or resulting from the operation or ownership of the PPG Business or the PPG Assets prior to the Closing Date or (ii) relating to any of the Excluded PPG Assets, except, in each case, to the extent such Liabilities are otherwise included in the Assumed Liabilities. PPG Excluded Liabilities shall include, without limitation, (i) (A) any Environmental Claims or any Environmental Remediation Costs arising out of, based on or resulting from, conditions (including Environmental Conditions) or circumstances existing or occurring on or prior to the Closing Date relating in any way to the PPG Business, the PPG Facilities or PPG Real Property (including, without limitation, any violation by PPG or any Affiliate thereof of any Applicable Law or any permit relating to the PPG Facilities, PPG Business or the PPG Real Property), even if such conditions, Environmental Conditions or circumstances are not discovered or an Environmental Claim with respect thereto is not asserted until after the Closing Date and (B) any transportation of Hazardous Materials or other materials to an off-site facility or the handling, storage, treatment or disposal of Hazardous Materials or other materials at an off-site facility by or on behalf of PPG or any Affiliate thereof, or any Release or Threatened Release of such Hazardous Materials or other materials occurring at any off-site facility by or on behalf of PPG or any Affiliate thereof arising out of, based on or resulting from, conditions (including Environmental Conditions) or circumstances existing or occurring on or prior to the Closing Date relating in any way to the PPG Business, the PPG Facilities or PPG Real Property (including, without limitation, any violation by PPG or any Affiliate thereof of any Applicable Law or any permit relating to the PPG Facilities, PPG Business or the PPG Real Property), even if such conditions, Environmental Conditions or circumstances are not discovered until after the Closing Date, (ii) any obligations under the PPG Contracts accruing prior to the Closing Date, (iii) subject to Article IX hereof, any obligations arising under any current or prior Employee Plan of PPG or its ERISA Affiliates, (iv) any and all

Liens and encumbrances (except Permitted Liens) on any of the PPG Assets as of the Closing Date, (v) any and all PPG Taxes with respect to periods (or portions thereof) ending on or before the Closing Date, (vi) any Liabilities arising out of any suit, action, proceeding, claim or investigation pending against or affecting the PPG Business, the PPG Assets or PPG relating to any act or omission occurring prior to the Closing Date, and (vii) any Liabilities relating to products sold prior to the Closing Date (whether or not distributed by the Company after the Closing Date), including, without limitation, any product warranty and product liability claims, or any refunds, credits, claims or other liabilities relating to the return of any products sold prior to the Closing Date, all of which liabilities and obligations shall remain and be obligations and liabilities solely of PPG. Notwithstanding the foregoing, the PPG Excluded Liabilities shall not include the PPG Assumed Liabilities expressly assumed by the Company pursuant to Section 2.3.

"PPG Facilities" means the offices, warehouses and facilities located on the PPG Owned Real Property or PPG Leased Real Property; provided, that for the avoidance of doubt, the PPG Facilities shall not include the PPG manufacturing facilities including Chillicothe, Ohio and any central distribution centers.

"PPG Field Locations" means (i) the PPG Facilities and (ii) all branch distribution offices of the PPG Business located on properties identified on Schedule 6.6(b).

"PPG Fixtures and Equipment" means all of the furniture, fixtures, furnishings, machinery, equipment, vehicles, computer hardware, and other tangible personal property owned or leased by PPG or its Affiliates that is (i) used or reserved for use exclusively in connection with the PPG Business, and (ii) located at the PPG Facilities; including the fixtures and equipment listed on Schedule 6.6(c) and excluding fixtures and equipment included in the Excluded PPG Assets.

"PPG Leased Real Property" means the real property leased, subleased or sublicensed by PPG in connection with the PPG Business listed on Schedule 6(b), excluding the leased real property included in the Excluded PPG Assets.

"PPG Leases" means, collectively, (i) all material personal property leases or licenses to which PPG is a party or by which PPG is bound relating to the PPG Business listed on Schedule 6(d), and (ii) all leases of PPG Leased Real Property, entered in connection with the PPG Business, as listed on Schedule 6(d), excluding any leases and licenses included in the Excluded PPG Assets.

"PPG Owned Real Property" means the real property owned by PPG and used in connection with the PPG Business listed on Schedule 6(b), excluding any real property included in the Excluded PPG Assets.

"PPG Owned Real Property Leases" means the real property leases for the PPG Owned Real Property to be executed and delivered in connection with this Agreement.

"PPG Owned Trucks" means the delivery trucks owned by PPG and used exclusively in connection with the PPG Business.

"PPG Real Property" includes all PPG Owned Real Property and all PPG Leased Real Property, in each case together with all buildings, fixtures and improvements erected thereon and appurtenances thereto.

"Prepaid Expenses" means the prepaid charges and expenses of a Contributing Party, including, without limitation, any such charges and expenses with respect to ad valorem taxes, leases and rentals and utilities, but excluding any prepaid insurance premiums.

"Proceedings" means actions, suits, hearings, arbitrations, proceedings (public or private) or investigations that have been brought by or against any Governmental Authority or any other Person.

"Release" or "Threatened Release" shall have the meaning given to such terms in CERCLA and regulations promulgated thereto.

"Representative" means any officer, director, principal, attorney, agent, employee or other representative.

"Required Consents" means the Required Apogee Contractual Consents and the Required PPG Contractual Consents.

"Taxes" means all taxes, charges, fees, levies, or other assessments, including, without limitation, all net income, gross income, gross receipts, value added, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, social security, unemployment, excise, estimated, severance, stamp, occupation, property, or other taxes, customs duties, fees, assessments, or charges of any kind whatsoever, including, without limitation, all interest and penalties thereon, and additions to tax or additional amounts imposed by any Governmental Authority, domestic or foreign, responsible for the imposition of any such tax.

"Tax Returns" means all returns, declarations, reports, estimates, information returns, and statements, forms or other information required to be filed with respect to any Tax.

"Unrealized Increment" means internal profit that is generated by transferring inventoriable product within a company at a transfer price which exceeds inventoriable cost; the amount of such Unrealized Increment is the difference between inventoriable cost at the producing/shipping unit and the inventoriable cost at the receiving unit, less applicable freight.

In addition to those terms defined above, the following terms shall have the respective meanings given thereto in the sections indicated below:

Term	Section
AMG	Recitals
Agreement	Recitals
Apogee	Recitals
Apogee Assets	2.1
Apogee Assumed Liabilities	2.3
Apogee Business	Recitals
Apogee Indemnified Parties	11.3
Apogee Leased Employees Agreement	4.4
Apogee Leased Real Property	5.6
Apogee Permits	5.8
Apogee Transition Services Agreement	4.3
Apogee Taxes	2.5
Assumed Liabilities	2.3
Claimant	11.6
Closing	4.1
Closing Date	4.1
Closing Date Contribution Balance Sheet	3.2
Closing Date Net Assets	3.2
Closing Date Receivables	8.4
Closing Date Relative Asset Percentage	3.2
Common Obligor	8.4
Company	Recitals
Company/Apogee Indemnified Parties	11.4
Company Business	Recitals
Company Defined Benefit Plans	9.3
Company Fund	9.3
Company Nonqualified Plan	9.3
Company/PPG Indemnified Parties	11.2
Contract Restructuring	7.1
Contributed Business Employees	9.1
Contribution Consideration	3.1
Contribution Equalization Payment	3.2
Contribution Excess	3.2
Contribution Shortfall	3.2
Curvlite Supply Agreement	4.2
Dispute	13.11
Dover	Recitals
Environmental Information	7.4
Excluded Apogee Assets	2.2
Excluded Assets	2.2
Excluded PPG Assets	2.2

Article II
Contribution of Assets; Assumption of Liabilities

Section 2.1. Agreement to Contribute and Accept. Upon the terms and subject to the conditions of this Agreement and in reliance upon the representations, warranties and agreements herein set forth, the Contributing Parties shall initially contribute to the Company the following:

(a) Apogee shall, and shall cause its Apogee Contributing Affiliates to, convey, transfer, assign and deliver to the Company on the Closing Date, and the Company shall accept from Apogee or such Apogee Contributing Affiliates, free and clear of all Liens, other than Permitted Liens, and not subject to any Liabilities or obligations other than the Assumed Liabilities, all of Apogee's (or such Apogee Contributing Affiliate's) right, title and interest in the assets that are (y) used or reserved for use exclusively in the operation of the Apogee Business and are located at the Apogee Field Locations, or (z) specifically identified on Schedule 2.1(a) hereof, except to the extent included in the Excluded Apogee Assets (collectively, the "Apogee Assets"), including, without limitation, all of Apogee's (or such Apogee Contributing Affiliate's) right, title and interest in the following assets to the extent used or reserved for use exclusively in the operation of the Apogee Business:

(i) Apogee Fixtures and Equipment;

(ii) Apogee Contracts;

(iii) Subject to Section 3.2 and Section 3.3, Inventory used exclusively in the operation of the Apogee Business and located at the Apogee Field Locations;

(iv) Prepaid Expenses relating exclusively to the Apogee Business;

(v) Apogee Facilities;

(vi) Apogee Leases;

(vii) All of Apogee's or any Apogee Contributing Affiliate's rights, claims, credits, causes of action or rights of setoff against third parties exclusively relating to insurance coverage covering or relating to the Apogee Business with respect to events occurring or claims arising prior to the Closing Date, but only to the extent such coverage and any proceeds therefrom covers or relates to any of the Assumed Liabilities or any pre-Closing liabilities or obligations of the Apogee Business to which the Company becomes subject notwithstanding the provisions of this Agreement;

(viii) All of Apogee's or any Apogee Contributing Affiliate's rights, claims, credits, causes of action or rights of setoff against third parties exclusively

relating to the Apogee Business, whether liquidated or unliquidated, fixed or contingent, including claims pursuant to all warranties, representations and guaranties made by suppliers, manufacturers, contractors and other third parties in connection with products or services purchased by or furnished to Apogee or such Apogee Contributing Affiliate in connection with the Apogee Business and affecting any of the Apogee Assets, but excluding any such rights, claims, credits, causes of action or rights of setoff to the extent they relate to the Excluded Apogee Assets or the Apogee Excluded Liabilities;

(ix) All franchises, licenses, permits or other authorizations issued or granted by any Governmental Authority that are owned by, granted to or held or used by Apogee or any Apogee Contributing Affiliate exclusively in connection with the Apogee Business, in each case to the extent transferable;

(x) All Books and Records of Apogee and the Apogee Contributing Affiliates relating exclusively to the Apogee Business, provided, that Apogee or the applicable Apogee Contributing Affiliate
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shall have the option to retain any such Books and Records contingent on providing the Company with copies of such Books and Records;

(xi) Receivables identified on Schedule 2.1(a)(xi) as of the Closing Date, which receivables will be reflected on the Closing Date Contributed Balance Sheet of Apogee prepared in accordance with Section 3.2; provided, that Apogee shall not have written off such
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receivables, nor taken any reserve against such receivables, on the Closing Date Contributed Balance Sheet; and

(xii) Except for the Excluded Apogee Assets, all other assets and properties of Apogee or any Apogee Contributing Affiliate to the extent used in exclusively the Apogee Business.

In no event shall "Apogee Assets" include any of the Excluded Apogee Assets.

(b) PPG shall convey, transfer, assign and deliver to the Company on the Closing Date, and the Company shall accept from PPG, free and clear of all Liens, other than Permitted Liens, and not subject to any Liabilities or obligations other than the Assumed Liabilities, all of PPG's right, title and interest in the assets that are (y) used or reserved for use exclusively in the operation of the PPG Business and are located at the PPG Field Locations or (z) specifically identified on Schedule 2.1(b) hereto, except to the extent included in the Excluded PPG Assets (collectively, the "PPG Assets"), including, without limitation, all of PPG's right, title and interest in the following assets to the extent used exclusively in the operation of the PPG Business:

(i) PPG Fixtures and Equipment;

(ii) PPG Contracts;

(iii) Subject to Section 3.2 and Section 3.3, Inventory used exclusively in the operation of the PPG Business and located at the PPG Field Locations (which Inventory shall be contributed net of any Unrealized Increment and LIFO amount taken as a reserve with respect to such Inventory reflected in PPG's Books and Records);

(iv) Prepaid Expenses relating exclusively to the PPG Business;

(v) PPG Facilities;

(vi) PPG Leases;

(vii) All of PPG's rights, claims, credits, causes of action or rights of setoff against third parties exclusively relating to insurance coverage covering or relating to the PPG Business with respect to events occurring or claims arising prior to the Closing Date, but only to the extent such coverage and any proceeds therefrom covers or relates to any of the Assumed Liabilities or any pre-Closing liabilities or obligations of the PPG Business to which the Company becomes subject notwithstanding the provisions of this Agreement;

(viii) All of PPG's rights, claims, credits, causes of action or rights of setoff against third parties relating exclusively to the PPG Business, whether liquidated or unliquidated, fixed or contingent, including claims pursuant to all warranties, representations and guaranties made by suppliers, manufacturers, contractors and other third parties in connection with products or services purchased by or furnished to PPG in connection with the PPG Business and affecting any of the PPG Assets, but excluding any such rights, claims, credits, causes of action or rights of setoff to the extent they relate to the Excluded PPG Assets or the PPG Excluded Liabilities;

(ix) All franchises, licenses, permits or other authorizations issued or granted by any Governmental Authority that are owned by, granted to or held or used by PPG exclusively in connection with the PPG Business, whether or not actually utilized by PPG, in each case to the extent transferable;

(x) All Books and Records of PPG relating exclusively to the PPG Business, provided, that PPG shall have the option to retain any
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such Books and Records contingent on providing the Company with copies of such Books and Records;

(xi) Receivables identified on Schedule 2.1(b)(xi) as of the Closing Date, which receivables will be reflected on the Closing Date Contributed Balance Sheet of PPG prepared in accordance with Section 3.2; provided, that PPG shall not have written off such receivables,
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nor taken any reserve against such receivables, on the Closing Date Contribution Balance Sheet; and

(xii) Except for the Excluded PPG Assets, all other assets and properties of PPG to the extent used exclusively in the PPG Business.

In no event shall "PPG Assets" include any of the Excluded PPG Assets.

Section 2.2. Excluded Assets. The Contributed Assets shall not include the following specifically enumerated Excluded Assets:

(a) Apogee, including any Affiliate of Apogee (including the Apogee Contributing Affiliates), shall not contribute (i) any shares of Common Stock of any Apogee Contributing Affiliate, (ii) any accounts receivable relating to or arising in connection with the Apogee Business prior to the Closing (except receivables to be contributed to the Company pursuant to Section 2.1(a)(xi)), but subject to the Company's obligations in respect of collecting accounts receivable of the Apogee Business pursuant to Section 8.4, (iii) any computer hardware or software not used exclusively in the Apogee Business and any computer hardware or software located at the headquarters facilities of Apogee (regardless of whether such software or hardware is used exclusively in the Apogee Business), (iv) all rights and interests under (including those of sponsor and administrator, as applicable), and all assets of, any employee benefit plan maintained by Apogee or its Affiliates, or ERISA Affiliates, including, without limitation, any Employee Plan, except to the extent otherwise explicitly provided in accordance with Article IX hereof, (v) any Apogee Contracts and any Apogee Leases not used exclusively in the Apogee Business, (vi) any Apogee Contract or Apogee Leases for which Required Consents were not obtained as of the Closing Date (it being understood that the benefits and obligations of such Apogee Contracts and Apogee Leases shall be assigned to the Company to the extent such contract has been restructured as contemplated by Section 7.1 hereof and such Contracts will be assigned to the Company if the Required Consents relating thereto are obtained after Closing); (vii) all Apogee franchise tax registrations and sales and use tax permits, (viii) all Apogee Tax refunds and credits attributable to periods (or portions thereof) ending on or before the Closing, (ix) all of Apogee and its Affiliates' rights, claims, credits, causes of action or rights of setoff against third parties relating to insurance coverage covering the Apogee Business with respect to events occurring or claims arising prior to the Closing Date, except to the extent included in the Apogee Assets pursuant to Section 2.1(a)(vii), (x) cash (other than petty cash located at the Field Locations), bank accounts, cash equivalents and other similar types of investments, certificates of deposit, U.S. Treasury bills and other marketable securities that exist on the Closing Date, (xi) any assets of Apogee or its Affiliates used in the performance of the Ancillary Agreements to which Apogee or any such Affiliate is a party, (xii) the NDC or the NDC Inventory (as defined in the NDC Transition Agreement) and all assets, including inventory, of Viracon/Curvlite, Inc., (xiii) any and all assets, including inventory, of or relating to the retail operations of the Harmon Retail and Harmon Solutions business units of Harmon Glass, (xiv) any lease relating to real property used for regional managers or equivalent positions, and corporate headquarters locations unless such lease is identified on Schedule 5.6(b), (xv) all trademarks and tradenames, (xvi) all web sites and domain names and (xvii) assets relating to any

Apogee Facilities shut down prior to the date hereof (collectively, the "Excluded Apogee Assets").

(b) PPG, including any Affiliate of PPG, shall not contribute (i) any accounts receivable relating to or arising in connection with the PPG Business prior to the Closing (except receivables to be contributed to the Company pursuant to Section 2.1(b)(xi)) subject to the Company's obligations in respect of collecting accounts receivable of the PPG Business pursuant to Section 8.4; (ii) any computer hardware or software not used exclusively in the PPG Business and any computer hardware or software not located at the PPG Facilities (regardless of whether such software or hardware is used exclusively in the PPG Business), (iii) all rights and interests under (including those of sponsor and administrator, as applicable), and all assets of, any employee benefit plan maintained by PPG or its Affiliates, or ERISA Affiliates, including, without limitation, any Employee Plan, except to the extent otherwise explicitly provided in accordance with Article IX hereof, (iv) any PPG Contracts and any PPG Leases not used exclusively in the PPG Business, (v) any PPG Contract or PPG Leases for which Required Consents were not obtained as of the Closing Date (it being understood that the benefits and obligations of such PPG Contracts and PPG Leases shall be assigned to the Company to the extent such contract has been restructured as contemplated by Section 7.1 hereof and such Contracts will be assigned to the Company if the Required Consents relating thereto are obtained after Closing); (vi) all PPG franchise tax registrations and sales and use tax permits, (vii) all PPG Tax refunds and credits attributable to periods (or portions thereof) ending on or before the Closing, (viii) all of PPG or its Affiliates' rights, claims, credits, causes of action or rights of setoff against third parties relating to insurance coverage covering the PPG Business with respect to events occurring or claims arising prior to the Closing Date, except to the extent included in the PPG Assets pursuant to Section 2.2(a)(vii), (ix) cash (other than petty cash located at the Field Locations), bank accounts, cash equivalents and other similar types of investments, certificates of deposit, U.S. Treasury bills and other marketable securities that exist on the Closing Date, (x) any assets of PPG or its Affiliates used in the performance of the Ancillary Agreements to which PPG or any such Affiliate is a party; (xi) any and all inventory and other assets relating to PPG hydrophobic products (a/k/a Aquapel Glass Treatment), (xii) all assets, including inventory, of (or located at) PPG's manufacturing facilities including Chillicothe, Ohio and any central distribution centers (xiii) all patents, trademarks and tradenames and other intellectual property, except to the extent specifically licensed to the Company pursuant to this Agreement or the Ancillary Agreements, (xiv) all web sites and domain names, (xv) any lease relating to real property used for regional manager or equivalent positions, and corporate headquarters locations unless such lease is identified on Schedule 6.6(b), (xvi) the PPG Owned Trucks (it being understood that the Company shall purchase the PPG Owned Trucks from PPG after Closing as set forth in Section 3.4 hereof); and (xvii) assets relating to any PPG Facilities shut down prior to the date hereof (collectively, the "Excluded PPG Assets" and, together with the Excluded Apogee Assets, the "Excluded Assets").

Section 2.3. Assumption of Liabilities . Upon the terms and subject to
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the conditions of this Agreement and in reliance upon the representations, warranties and agreements herein set

forth, the Company, effective as of the Closing, will assume and perform and in due course pay and discharge the following Liabilities of the Contributing Parties (which, with respect to Apogee, shall include the Apogee Contributing Affiliates) (collectively, the "Assumed Liabilities"):

(a) any amounts payable under any Apogee Contract or any PPG Contract Party arising out of the operation of the Company after the Closing Date;

(b) all Liabilities in respect of accrued vacation for Apogee Employees or PPG Employees, to the extent such Liabilities are reflected on the Closing Date Contributed Balance Sheet of PPG or Apogee, as applicable, prepared in accordance with Section 3.2; and

(c) any Liabilities expressly assumed by the Company in accordance with Article IX hereof.

The Assumed Liabilities described above that relate to the Apogee Business being contributed to the Company are referred to herein as the "Apogee Assumed Liabilities" and the Assumed Liabilities described above that relate to the PPG Business being contributed to the Company are referred to as the "PPG Assumed Liabilities." Except as expressly set forth in this Section 2.3, the Company shall not assume, and nothing contained in this Agreement shall be construed as an assumption by the Company of, any liabilities, obligations or undertakings of Apogee or its Affiliates or PPG or its Affiliates of any nature whatsoever, whether accrued, absolute, fixed or contingent, known or unknown, due or to become due, unliquidated or otherwise, including without limitation, any Apogee Excluded Liabilities or PPG Excluded Liabilities.

Section 2.4. Prorations. On the Closing Date, or as promptly as practicable following the Closing Date, but in no event later than sixty (60) calendar days thereafter, the real and personal property Taxes, water, gas, electricity and other utilities, common area maintenance reimbursements to lessors, local business or other license fees or taxes, merchants' association dues, customer rebates and other similar periodic charges payable with respect to (i) the Apogee Assets or the Apogee Business shall be prorated between Apogee or the Apogee Contributing Affiliate, as applicable, and the Company and (ii) the PPG Assets or the PPG Business shall be prorated between PPG and the Company, in each case effective as of the Closing. To the extent practicable, utility meter readings for the Facilities shall be determined as of the Closing. If the final real property Tax rate or final assessed value for the current Tax year is not established by the Closing Date, the prorations shall be made on the basis of the rate or assessed value in effect for the preceding Tax year and shall be adjusted as such time as the exact amounts are determined.

Section 2.5. Taxes. Except as otherwise provided in this Agreement, all Taxes in respect of (i) the Apogee Assets and the Apogee Business for the period or portions of periods ending prior to the Closing Date shall be borne by Apogee or its Apogee Contributing Affiliate, as applicable ("Apogee Taxes") and (ii) the PPG Assets and the PPG Business for the period or portions of periods ending prior to the Closing Date shall be borne solely by PPG ("PPG Taxes") and, in each case, not by the Company. Except as otherwise provided in this Agreement, all

Taxes in respect of the Apogee Assets and the PPG Assets for the period or portions of periods beginning on or after the Closing shall be borne by the Company or, to the extent that the Company is taxed as a pass-through entity, by the Members pursuant to the terms of the LLC Agreement.

Section 2.6. Rents.

(a) Apogee or the applicable Apogee Contributing Affiliate shall pay rent under the Apogee Leases through the end of the calendar month in which the Closing Date occurs, and the Company shall reimburse Apogee or such Apogee Contributing Affiliate for such rent accrued commencing with the Closing Date through the end of such month as part of the post-Closing proration.

(b) PPG shall pay rent under the PPG Leases through the end of the calendar month in which the Closing Date occurs, and the Company shall reimburse PPG for such rent accrued commencing with the Closing Date through the end of such month as part of the post-Closing proration.

Article III
Contribution Consideration; Payment for Contribution Excess

Section 3.1. Contribution Consideration. In consideration for the contribution and assignment to the Company of the Contributed Assets hereunder, in addition to the Company's assumption of the Assumed Liabilities, the Company shall issue to Apogee (or, subject to the transfer restrictions in the LLC Agreement, the Apogee Contributing Affiliate designated by Apogee) a Membership Interest representing an Equity Percentage equal to thirty-four percent (34%) of the Company and shall issue to PPG a Membership Interest representing an Equity Percentage equal to sixty-six percent (66%) of the Company (the "Contribution Consideration").

Section 3.2. Company Payment based on Contribution Excess.

(a) Prior to June 15, 2000, each Contributing Party will prepare and deliver to the other Contributing Party a list identifying all locations for Inventory to be included in such Contributing Party's Contributed Assets and setting forth the estimated book value of such Inventory by location based on such Contributing Party's most recent month end Inventory balances (with respect to each Contributing Party's list, the "Inventory Sampling List"), and each Contributing Party will select ten (10) locations from the other Contributing Party's Inventory Sampling List (in each case, the "Sampling Locations") and notify the other Contributing Party of the selections no later than June 19, 2000. Commencing upon the close of business on the calendar month end for June, 2000 for each Contributing Party (the "Sampling Date"), each Contributing Party shall perform a physical inventory at the ten (10) Sampling Locations selected by the other Contributing Party in accordance with the following:

(1) As soon as practicable but in no event more than five (5) days after the Sampling Date, each Contributing Party will prepare a month end inventory balance dated as of the Sampling Date (the "June 2000 Trial Balance"); it being

understood that the June 2000 Trial Balance shall not be adjusted in any way in connection with the Inventory Sampling conducted pursuant to this Agreement.

(2) Sampling shall be conducted according to mutually agreed-upon procedures established by the Contributing Parties prior to the applicable Sampling Date, to determine the extent (if any) by which the aggregate valuation (physical quantities priced consistently with such Contributing Party's past policies and practices) of the actual Inventory observed at the applicable Sampling Locations is less than or greater than the aggregate valuation (as reflected on such Contributing Party's June 2000 Trial Balance) of the Inventory reported by a Contributing Party on its June 2000 Trial Balance to be located at such Sampling Locations; any such shortfall or excess shall be compared to the aggregate book value of the Inventory reported to be located at such Sampling Locations as set forth in the applicable June 2000 Trial Balance, and shall be expressed in the form of a percentage thereof (any such shortfall or excess herein referred to as the "Physical Inventory Tolerance").

(3) Sampling at each Sampling Location shall be supervised by a mutually agreed-upon third-party consultant (in each case to be selected by the other Contributing Party).

(4) Results of all sampling shall be provided to the other Contributing Party or its representative as soon as practicable following completion of the Sampling Date, but in no event later than July 14, 2000; and each Contributing Party reserves the right to perform reasonable audits of such results in conjunction with the third-party consultant.

(5) In the event the Physical Inventory Tolerance for the Sampling Locations of a Contributing Party exceeds one percent (1%) of the aggregate book value of such Contributing Party's Inventory reported by such Contributing Party for such Sampling Locations as set forth in the applicable June 2000 Trial Balance, the other Contributing Party (the "Requesting Contributing Party") shall have the right to require such Contributing Party (the "Requested Contributing Party") to conduct additional inventory verification procedures as the Requesting Contributing Party deems appropriate to establish a reliable valuation of the Requested Contributing Party's Inventory, up to requiring the Requested Contributing Party to conduct a full physical inventory count, as set forth below.

(6) The Requesting Contributing Party shall give written notification to the Requested Contributing Party setting forth the additional procedures required (or requesting a full physical inventory count, as applicable) as soon as practicable, but in no event later than five (5) days following the determination of the Physical Inventory Tolerances.

(7) In the event either Contributing Party is required to conduct a full physical inventory count, (A) the physical inventory count shall be conducted according to mutually agreed-upon procedures established by the Contributing

Parties and shall be supervised by a mutually agreed-upon third-party consultant (selected by the Requesting Contributing Party), (B) the physical inventory count shall commence on the calendar month end for July, 2000 for such Contributing Party; provided, that if all

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conditions to Closing set forth in Article X hereof have not been satisfied or waived (other than those that by their nature are to be satisfied at Closing) on or prior to such date, then the physical inventory count shall commence as soon as practicable upon the satisfaction or the waiver of such conditions, and (C) the Closing Date will be postponed until the fifth day following the completion of the physical inventory count.

(8) In the event the conditions to Closing set forth in Article X hereof have not been satisfied or waived on or prior to September 25, 2000, the Contributing Parties shall conduct an additional sampling of Inventory locations in accordance with the procedures set forth above (in which case, the June 2000 Trial Balance would be replaced by a month end inventory balance for each Contributing Party dated as of the calendar month end for September 2000, which date would be deemed the new Sampling Date) or as mutually agreed by the Contributing Parties, at such time as the Contributing Parties may agree, and the results of such sampling shall supercede any results from prior samplings.

(b) As soon as practicable (but in no event later than sixty (60) days following the Closing Date), each Contributing Party shall prepare and deliver to the other Contributing Party a Closing Date Contribution Balance Sheet. The Contributing Parties each agree to prepare its respective Closing Date Contribution Balance Sheet in a manner consistent with the methodology and accounting principles set forth on Exhibit B attached hereto, and to reflect Inventory costs as carried on the respective Contributing Party's Books and Records immediately prior to the Closing Date. The Contributing Parties each reserve the right to audit the calculations, methodology and accounting principles applied by the Other Contributing Party in preparing their respective Closing Date Contribution Balance Sheet during this sixty (60) day period.

(c) Each Contributing Party shall have the opportunity to review the Closing Date Contribution Balance Sheet of the other Contributing Party for a period of up to thirty (30) days following delivery thereof by the other Contributing Party. Each Contributing Party and the Company shall provide the other Contributing Party and its Representatives with full access to any information, including to the premises of the Contributed Business, the Books and Records of the Contributed Business and the working papers of such Contributing Party's accountants, if any, supporting the Closing Date Contribution Balance Sheet, in each case to the extent necessary for the other Contributing Party to complete its review of the Closing Date Contribution Balance Sheet. The Closing Date Contribution Balance Sheet of a Contributing Party shall be deemed accepted by the other Contributing Party and binding and final unless the other Contributing Party has provided notice to the Contributing Party within thirty (30) days following delivery thereof by the Contributing Party of an objection thereto (an "Objection"). The Objection shall state the basis on which the other Contributing Party objects to the Closing Date Contribution Balance Sheet of the Contributing Party and the

adjustments to any individual component of the Closing Date Contribution Balance Sheet that the other Contributing Party claims should be made.

(d) In the event that the Contributing Parties are unable to resolve all disputes with respect to either Closing Date Contribution Balance Sheet within thirty (30) days following receipt by a Contributing Party of an Objection by the other Contributing Party, the Contributing Parties shall refer such disputes to PricewaterhouseCoopers, which firm shall act as an expert (the "Expert") with respect to all disputes concerning the Closing Date Contribution Balance Sheet of each Contributing Party, and its determination of each such dispute shall be final and binding upon the Contributing Parties. No later than thirty (30) days after the appointment of the Expert, the Contributing Parties shall submit their respective positions regarding any unresolved items set forth in any Objection to a Closing Date Contribution Balance Sheet and shall make available to the Expert all relevant materials and information reasonably requested by the Expert with respect to such Closing Date Contribution Balance Sheet and the preparation thereof. The Expert shall be required to render its decision with respect to, but only with respect to, all disputes submitted to it and deliver a written report of its decision to the Contributing Parties and the Company within thirty (30) days of its appointment. All costs and expenses of the Expert shall be borne by the Contributing Party whose position is furthest from the decision of the Expert with respect to such Closing Date Contribution Balance Sheet.

(e) The Closing Date Contribution Balance Sheet of any Contributing Party shall become final and binding upon the earlier of (i) if no Objection has been delivered, the expiration of the thirty (30) day period within which a Contributing Party may make an objection pursuant to Section 3.2(c), (ii) the agreement in writing of the Contributing Parties that the Closing Date Contribution Balance Sheet, together with any modifications thereto agreed by the Contributing Parties, is final and binding and (iii) the date on which the Expert shall issue its decision with respect to any dispute relating to the Closing Date Contribution Balance Sheet. A Closing Date Contribution Balance Sheet, when final and binding, is referred to herein as the "Final Closing Date Contribution Balance Sheet".

(f) Upon determination of the Final Closing Date Contribution Balance Sheet of each Contributing Party, if a Contributing Party has a Contribution Excess, the Company shall pay to the Contributing Party with such Contribution Excess an amount equal to the Contribution Equalization Payment. Such payment shall be deemed a payment to the Contributing Party with the Contribution Excess for Inventory that was otherwise contributed by such Contributing Party as a Contributed Asset on the Closing Date; provided, that no Inventory acquired by the Company pursuant to this
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Section 3.2 shall count toward any purchase commitment under the PPG Supply Agreement and the Curvlite Supply Agreement.

(g) The terms defined in this Section 3.2(g) shall, for purposes of this Section 3.2 and this Agreement, have the meanings specified below.

"Closing Date Contribution Balance Sheet" means, with respect to a Contributing Party, the pro forma balance sheet, as of the Closing Date, for the Contributed Business of such Contributing Party, prepared in accordance with Section 3.2(b).

"Closing Date Net Assets" means, with respect to a Contributing Party, an amount equal to the total assets minus the total liabilities indicated in the Closing Date Contribution Balance Sheet for such Contributing Party; provided, such amount shall not include any assets or liabilities relating to pension plans as discussed under Section 9.2(d) hereof and, provided further, that for the purpose of this Section 3.2 the value of each Contributing Party's total assets shall not be reduced by the amount of any Unrealized Increment or LIFO amount taken as a reserve with respect to Inventory contributed by such Contributing Party.

"Closing Date Relative Asset Percentage" means, with respect to any Contributing Party, the ratio, expressed as a percentage, of the Closing Date Net Assets of such Contributing Party over the sum of the Closing Date Net Assets of both Contributing Parties.

"Contribution Equalization Payment" means the amount by which the Closing Date Net Assets of the Contributing Party entitled to payment of the Contribution Equalization Payment would be required to be reduced in order to cause the Closing Date Relative Asset Percentage of each Contributing Party to equal to the Equity Percentage of each Contributing Party.

"Contribution Excess" means, with respect to either Contributing Party, a Closing Date Relative Asset Percentage for such Contributing Party that is greater than the Equity Percentage for such Contributing Party.

"Contribution Shortfall" means, with respect to either Contributing Party, a Closing Date Relative Asset Percentage for such Contributing Party that is less than the Equity Percentage for such Contributing Party.

Section 3.3. Contribution of Inventory.

(a) Prior to the Closing Date, each Contributing Party, and in the case of Apogee, each Apogee Contributing Affiliate, shall remove from all Inventory any Inventory that, under PPG's inventory policy attached hereto as Exhibit C with respect to the PPG Business, is obsolete or overstocked or otherwise does not conform to such policy, shall discard or otherwise dispose of such Inventory, and shall not contribute such Inventory to the Company. Each Contributing Party retains the right to audit the methodologies used by the other Contributing Party in making such determinations regarding the removal of such Inventory.

(b) Notwithstanding Section 2.1, any Contributing Party may withhold the contribution of Inventory associated with locations or operations of the Contributed Business which the Contributing Parties have determined, prior to the Closing Date, will be closed by the Company following the Closing Date, or such other Inventory as the Contributing Parties shall mutually agree prior to the Closing Date. If the withholding of

such Inventory by a Contributing Party causes a Contribution Shortfall for such Contributing Party, such Contributing Party shall make an additional cash contribution to the Company equal to the book value of such Inventory on the Closing Date as reflected on such Contributing Party's Books and Records as of the Closing Date, and the Company shall purchase such withheld Inventory at the book value of such Inventory as reflected on such Contributing Party's Books and Records; provided, that no Inventory
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acquired by the Company pursuant to this Section 3.3 shall count toward any purchase commitment under the PPG Supply Agreement or the Curvlite Supply Agreement.

Section 3.4. Purchase of PPG Owned Trucks. As soon as practicable after
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the Closing Date, the Company shall purchase from PPG all of the PPG Owned Trucks at a purchase price equal to the aggregate net book value of the PPG Owned Trucks as reflected in PPG's Books and Records, plus interest from the Closing Date at a rate equal to eight the then applicable borrowing rate under the Working Capital Loan Facility on the unpaid balance of the purchase price, upon such terms and conditions as the Company and PPG may agree in light of the Company's financial circumstances at such time; provided, that (i) the purchase
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of the PPG Owned Trucks shall not count as Capital Expenditures or Basket Capital Expenditures of the Company for the purposes of Section 13.2 of the LLC Agreement or otherwise, (ii) the purchase price paid by the Company to PPG, including any interest thereon, if applicable, shall not be counted in connection with any determination of the Company's Debt to Total Capitalization ratio for the purposes of the LLC Agreement, the PPG Credit Agreement, or otherwise, and (iii) no assets acquired by the Company pursuant to this Section 3.4 shall count toward any purchase commitment under the PPG Supply Agreement.

Article IV
The Closing

Section 4.1. The Closing. Unless this Agreement shall have been
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terminated and the transactions herein shall have been abandoned pursuant to Section 12.1, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the first business date which shall be at least fifteen (15) days following the satisfaction or waiver of all conditions to closing set forth in Article X, subject to Section 3.2 hereof, or such other date as the parties shall mutually agree, other than those that by their nature are to be satisfied at the Closing (the "Closing Date"), at the offices of Dorsey & Whitney located in Minneapolis, Minnesota, and shall be effective as of 12:01 a.m. Central Daylight time on such date, unless another date, time or place is agreed to in writing by the parties hereto.

Section 4.2. Deliveries upon Execution of this Agreement; Effective Upon
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Closing. On the date hereof, each of the Contributing Parties, or their
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Affiliates, and the Company, as applicable, shall have delivered, contemporaneously with the execution and delivery of this Agreement, the following:

(a) a duly executed LLC Agreement attached hereto as Exhibit D;

(b) a duly executed Supply Agreement to be attached hereto as Exhibit E pursuant to which an Affiliate of Apogee agrees to supply certain autoglass products to the Company (the "Curvlite Supply Agreement");

(c) a duly executed Supply Agreement to be attached hereto as Exhibit F pursuant to which an Affiliate of Apogee agrees to purchase certain autoglass products from the Company (the "Harmon Glass Supply Agreement");

(d) a duly executed Supply Agreement to be attached hereto as Exhibit G pursuant to which an PPG agrees to supply certain autoglass products to the Company (the "PPG Supply Agreement"); and

(e) a duly executed Working Capital Loan Facility to be attached hereto as Exhibit H pursuant to which PPG agrees to loan the Company funds for the purpose of financing the working capital needs of the Company (the "PPG Credit Agreement").

The LLC Agreement, the Curvlite Supply Agreement, the Harmon Glass Supply Agreement, the PPG Supply Agreement and the PPG Credit Agreement shall come into full force and effect only upon satisfaction of all conditions to Closing set forth in this Agreement and completion of the Closing.

Section 4.3. Closing Deliveries of both Contributing Parties. On the Closing Date, each of the Contributing Parties or their Affiliates, as applicable, shall deliver to the Company the following:

(a) a duly executed bill of sale in a form to be mutually agreed by the Contributing Parties;

(b) duly executed assignment and assumption agreements with respect to the Contracts, in a form to be mutually agreed by the Contributing Parties;

(c) duly executed assignment agreements with respect to the Leased Real Property, in a form to be mutually agreed by the Contributing Parties;

(d) duly executed Owned Real Property Leases with respect to the Owned Real Property in a form to be mutually agreed by the Contributing Parties;

(e) such other documents as the other Contributing Party may reasonably request in order to effect the intents and purposes of this Agreement and the Ancillary Agreements, including, without limitation, the assignment and assumption of vehicle leases included in the Contributed Assets; and

(f) a duly executed or acknowledged, as applicable, consent in a form to be mutually agreed by the Contributing Parties and attached hereto as Exhibit I upon Closing pursuant to which PPG consents to the grant of a security interest in Apogee's

Membership Interests in the Company under the BONY Security Agreement (the "PPG Consent to Security Interest").

Section 4.4. Closing Deliveries of Apogee. In addition to the agreements and instruments required to be delivered pursuant to Section 4.2, on the Closing Date, Apogee or its Affiliates, as applicable, shall deliver to the Company or to PPG, as applicable, the following:

(a) a duly executed Transition Agreement in a form to be mutually agreed by the Contributing Parties and attached hereto as Exhibit J upon Closing pursuant to which the Company agrees to cover certain operating costs and the Company and PPG, as applicable, agrees to purchase certain inventory of Apogee or its Affiliates at the NDC (the "NDC Transition Agreement");

(b) a duly executed Services Agreement in a form to be mutually agreed by the Contributing Parties and attached hereto as Exhibit K upon Closing pursuant to which Apogee agrees to provide certain services to the Company on a transitional basis (the "Apogee Transition Services Agreement"); and

(c) a duly executed Leased Employees Agreement in a form to be mutually agreed by the Contributing Parties and attached hereto as Exhibit L upon Closing pursuant to which Apogee agrees to loan the services of certain employees of Apogee or its Affiliates to the Company (the "Apogee Leased Employees Agreement").

Section 4.5. Closing Deliveries of PPG. In addition to the agreements and instruments required to be delivered pursuant to Section 4.2, on the Closing Date, PPG or its Affiliates, as applicable, shall deliver to the Company or to Apogee, as applicable, the following:

(a) a duly executed Services Agreement in a form to be mutually agreed by the Contributing Parties and attached hereto as Exhibit M upon Closing pursuant to which PPG agrees to provide certain services to the Company on a long-term basis (the "PPG Services Agreement");

(b) a duly executed Leased Employees Agreement in a form to be mutually agreed by the Contributing Parties and attached hereto as Exhibit N upon Closing pursuant to which PPG agrees to loan the services of certain employees of PPG or its Affiliates to the Company (the "PPG Leased Employees Agreement"); and

(c) a duly executed NDC Transition Agreement.

Section 4.6. Closing Deliveries of the Company. On the Closing Date, the Contributing Parties shall cause the Company to deliver to the Contributing Parties, as applicable, the following:

(a) the Contribution Consideration;

(b) duly executed assignment and assumption agreements with respect to the Contracts;

(c) duly executed assignment agreements with respect to the Leased Real Property;

(d) a duly executed NDC Transition Agreement;

(e) a duly executed Apogee Transition Services Agreement;

(f) a duly executed Apogee Leased Employees Agreement;

(g) a duly executed PPG Services Agreement;

(h) a duly executed PPG Leased Employees Agreement; and

(i) such other documents as the Contributing Parties may reasonably request in order to effect the intents and purposes of this Agreement and the Ancillary Agreements.

Article V
Representations and Warranties of Apogee

As an inducement to the Company to enter into this Agreement and to consummate the transactions contemplated herein, Apogee represents and warrants to PPG and to the Company as follows:

Section 5.1. Corporate Existence and Power. Each of Apogee and each Apogee Contributing Affiliate is a corporation duly incorporated, validly existing and in good standing under the laws of its respective jurisdiction of incorporation, and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to carry on the Apogee Business as now conducted and to own, lease and operate the Apogee Assets as now owned, leased and operated.

Section 5.2. Authority; Execution, Delivery; Valid and Binding Agreement. Apogee and each Apogee Contributing Affiliate has the requisite corporate power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Apogee and each Apogee Contributing Affiliate of this Agreement and the Ancillary Documents to which it is a party and the consummation by Apogee and each Apogee Contributing Affiliate of the transactions contemplated hereby and thereby have been duly and validly authorized by the Board of Directors of Apogee and each Apogee Contributing Affiliate, and no other corporate proceedings on the part of Apogee or any Apogee Contributing Affiliate are, and no shareholder approval is, or will be necessary to authorize this Agreement and the Ancillary Documents and the transactions contemplated hereby. This Agreement and the Ancillary Documents have been duly and validly executed by Apogee and each Apogee

Contributing Affiliate, in each case to the extent it is a party hereto or to such Ancillary Document, and, in each such case, constitute the legal, valid and binding agreements of Apogee and each Apogee Contributing Affiliate, enforceable against Apogee and such each Apogee Contributing Affiliate in accordance with their terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity.

Section 5.3. No Breach. The execution, delivery and performance by Apogee and each Apogee Contributing Affiliate of this Agreement and the Ancillary Documents to which it is a party does not and will not (a) contravene or conflict with the Articles of Incorporation or Bylaws of Apogee or the Apogee Contributing Affiliate, or any amendment thereto; (b) assuming all filings required under the HSR Act will be made, contravene or conflict with or constitute a violation of any provision of any Applicable Law binding upon or applicable to Apogee, any Apogee Contributing Affiliate, the Apogee Business or any of the Apogee Assets; (c) except as provided for those Apogee Contracts set forth on Schedule 5.7(d), conflict with, result in a breach of or constitute a default under or give rise to any right of termination, cancellation or acceleration of, or require any consent, authorization or approval under any Apogee Contract or any Apogee Permit or similar authorization relating to the Apogee Business or included in any of the Apogee Assets or by which the Apogee Business or any of the Apogee Assets may be bound; (d) result in the creation or imposition of any Lien on any Apogee Asset, other than Permitted Liens; or (e) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under (i) any mortgage, indenture, loan or credit agreement or any other agreement or instrument evidencing indebtedness for money borrowed to which Apogee or any Apogee Contributing Affiliate is a party or by which Apogee, any Apogee Contributing Affiliate or the Apogee Contributed Assets are bound.

Section 5.4. Governmental Authorization. The execution, delivery and performance by Apogee of this Agreement and the Ancillary Documents require no action by, consent or approval of, or filing with, any Governmental Authority, except for the consents and approvals described in Schedule 5.4 and filings under the HSR Act, other than any actions, consents, approvals or filings which, if not taken or made, are not reasonably likely to have a Material Adverse Effect on Apogee or the Company.

Section 5.5. Inventory. All Inventory of Apogee was acquired and has been maintained in accordance with the regular business practices of Apogee, consists of items of a quality and quantity usable or saleable in the ordinary course of business and is valued at prices equal to the lower of cost or net realizable value and in accordance with GAAP. The Inventory will, as of the Closing Date, consist only of items of quality and a quantity commercially usable and salable at not less than cost in the ordinary course of business, and will reflect the removal of any and all Inventory required to be removed from the Contributed Assets pursuant to the terms of Section 3.3.

Section 5.6. Properties; Leases.

(a) Apogee owns and will transfer to the Company good, valid and

marketable title to, or in the case of the "Apogee Leased Real Property", a good, valid and marketable leasehold interest in, all of the Apogee Assets (including all real, personal or mixed, tangible or intangible assets) free and clear of all Liens (other than Permitted Liens).

(b) Schedule 5.6(b) lists all Apogee Leased Real Property used in the operation of the Apogee Business and included in the Apogee Assets and all Apogee Owned Real Property subject to the Apogee Owned Real Property Leases and all Apogee Facilities. Each of the Apogee Leases covering Apogee Leased Property is in full force and effect in all material respects and, to Apogee's knowledge, constitutes the legal, valid and binding obligations of the parties thereto, enforceable in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws presently or hereinafter in effect relating to or affecting the enforcement of creditors' rights generally.

(c) Schedule 5.6(c) sets forth a list of all the Apogee Assets used in the operation of the Apogee Business that constitute Apogee Fixtures and Equipment.

(d) Schedule 5.6(d) sets forth a list of all (i) Apogee Leases for the Apogee Leased Real Property and (ii) leases and licenses of personal property used in the operation of the Apogee Business other than leases or licenses involving aggregate payments of $250,000 or less or that are terminable without penalty or other financial liability in one year or less. Apogee has delivered to the Company true and complete copies of all Apogee Leases. With respect to the Apogee Leases, there exists no default by Apogee, or, to the knowledge of Apogee, any default or threatened default by any lessor or third party thereunder, that has affected or could reasonably be expected to affect the rights and privileges thereunder of Apogee. Assuming the Required Apogee Contractual Consents are obtained, all Apogee Leases may be assigned, transferred and conveyed to the Company without default, penalty or modification thereof.

Section 5.7. Contracts; Required Consents.

(a) Schedule 5.7(a) lists all Apogee Contracts (other than purchase orders), whether written or oral, included in the Apogee Assets that satisfy one or more of the following criteria: (i) contracts not made in the ordinary course of business; (ii) distribution, franchise, license, technical assistance, sales or advertising contracts related exclusively to the Apogee Assets or the Apogee Business (and which are not cancelable on thirty (30) days notice); (iii) options with respect to any property, real or personal, whether Apogee shall be the grantor or grantee thereunder; (iv) contracts involving future expenditures or Liabilities, actual or potential, in excess of $250,000 or that are not terminable without penalty or other financial liability in one (1) year or less; (v) contracts containing covenants limiting the freedom of Apogee or any Apogee Contributing Affiliate or any officer, director, shareholder or Affiliate of Apogee or any Apogee Contributing Affiliate, to engage in any line of business or compete with any Person; (vi) operating or other agreements with respect to partnerships, limited liability companies and joint ventures; (vii) employment contracts and severance agreements with

persons employed in connection with the operation of the Apogee Business; (viii) labor or union contracts; and (ix) Apogee Contracts or commitments relating to commission arrangements with others.

(b) Except for oral agreements entered into with customers, distributors and suppliers in the ordinary course of business and except for any Employee Plans, the Apogee Contracts listed on Schedule 5.7(a), together with the Apogee Leases and the other Apogee Contracts not required to be disclosed on Schedule 5.7(a), constitute all contracts and agreements binding upon Apogee or any of its Affiliates relating to the Apogee Business.

(c) Each of Apogee and the Apogee Contributing Affiliates has complied in all material respects with all written Apogee Contracts and is not in material default under any of the written Apogee Contracts, nor has Apogee or any Apogee Contributing Affiliate granted or been granted any material waiver or forbearance with respect to any of the written Apogee Contracts except where such default would not have a Material Adverse Effect on Apogee. To the Knowledge of Apogee, no other contracting party is in material default under any of the written Apogee Contracts except where such default would not have a Material Adverse Effect on Apogee.

(d) Schedule 5.7(d) lists each Apogee Contract described in Schedule 5.7(a) and each Apogee Lease described in Schedule 5.6(d) with respect to which the consent of the other party or parties thereto must be obtained by Apogee or an Apogee Contributing Affiliate pursuant to an express term or provision thereof by virtue of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to avoid the invalidity of the transfer of such Apogee Contract, the termination thereof, a breach or default thereunder or any other change or modification to the terms thereof (each, a "Required Apogee Contractual Consent").

Section 5.8. Permits. Apogee or the applicable Apogee Contributing Affiliate has obtained all approvals, authorizations, registrations, exemptions, certificates, consents, licenses, orders and permits or other similar authorizations of all Governmental Authorities (and all other Persons) or required under Applicable Law necessary for the operation of the Apogee Assets or the Apogee Business (the "Apogee Permits"), and each such Apogee Permit is valid and in full force and effect. Neither Apogee or the applicable Apogee Contributing Affiliate is in default, nor has Apogee or the applicable Apogee Contributing Affiliate received any notice of any claim of default, with respect to any such Apogee Permit except where such default would not have a Material Adverse Effect on Apogee.

Section 5.9. Compliance with Laws. The Apogee Business is in compliance with all Applicable Laws currently in effect except for any violations which individually or in the aggregate would not result in a Material Adverse Effect on the Apogee Business. Neither Apogee nor any Apogee Contributing Affiliate has received notice from any Governmental Authority alleging that the Apogee Business or the Apogee Assets are not in compliance with any Applicable Law, or of any investigation or administrative proceeding to determine such compliance.

Section 5.10. Financial Information. Apogee has delivered to PPG copies of (i) an unaudited interim balance sheet of the Apogee Business at October 30, 1999 and the related statement of income for the twelve (12) month period then ended. True and correct copies of such financial statements are attached hereto as Schedule 5.10(a). The foregoing financial statements have been prepared from the Books and Records of Apogee in accordance with Apogee's policies and accounting principles and individual line items were prepared in accordance with GAAP consistently applied throughout the periods involved except as may be noted therein, subject to year-end adjustments and such information as would be included in the notes to year-end financial statements. Such unaudited interim financial statements are true and correct and fairly present, in all material respects, the financial position of the Apogee Business at the dates indicated and the results of operations of the Apogee Business for the period then ended, subject to year-end adjustments and such information as would be included in the notes to year-end financial statements. The adjustments to the financial statements attached as Schedule 5.10(a) made by Apogee and reflected on Schedule 5.10(b) were made in good faith based on Apogee's knowledge and understanding of the adjustments and other calculation methodologies mutually agreed to by PPG and Apogee.

Article VI
Representations and Warranties of PPG

As an inducement to the Company to enter into this Agreement and to consummate the transactions contemplated herein, PPG represents and warrants to Apogee and to the Company as follows:

Section 6.1. Corporate Existence and Power. PPG is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to carry on the PPG Business as now conducted and to own, lease and operate the PPG Assets as now owned, leased and operated.

Section 6.2. Authority; Execution, Delivery; Valid and Binding Agreement. PPG has the requisite corporate power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by PPG of this Agreement and the Ancillary Documents to which it is a party and the consummation by PPG of the transactions contemplated hereby and thereby have been duly and validly authorized by the Board of Directors of PPG, and no other corporate proceedings on the part of PPG are, and no shareholder approval is, or will be necessary to authorize this Agreement and the Ancillary Documents and the transactions contemplated hereby. This Agreement and the Ancillary Documents have been duly and validly executed by PPG, in each case to the extent it is a party hereto or to such Ancillary Document, and, in each such case, constitute the legal, valid and binding agreements of PPG, enforceable against PPG in accordance with their terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity.

Section 6.3. No Breach. The execution, delivery and performance by PPG of this Agreement and the Ancillary Documents to which it is a party does not and will not (a) contravene or conflict with the Articles of Incorporation or Bylaws of PPG, or any amendment thereto; (b) assuming all filings required under the HSR Act will be made, contravene or conflict with or constitute a violation of any provision of any Applicable Law binding upon or applicable to PPG, the PPG Business or any of the PPG Assets; (c) except as provided for those PPG Contracts set forth on Schedule 6.7(d), conflict with, result in a breach of or constitute a default under or give rise to any right of termination, cancellation or acceleration of, or require any consent, authorization or approval under any PPG Contract or any PPG Permit or similar authorization relating to the PPG Business or included in any of the PPG Assets or by which the PPG Business or any of the PPG Assets may be bound; (d) result in the creation or imposition of any Lien on any PPG Asset, other than Permitted Liens; or (e) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under (i) any mortgage, indenture, loan or credit agreement or any other agreement or instrument evidencing indebtedness for money borrowed to which PPG is a party or by which PPG or the PPG Contributed Assets are bound.

Section 6.4. Governmental Authorization. The execution, delivery and performance by PPG of this Agreement and the Ancillary Documents require no action by, consent or approval of, or filing with, any Governmental Authority, except for the consents and approvals described in Schedule 6.4 and filings under the HSR Act, other than any actions, consents, approvals or filings which, if not taken or made, are not reasonably likely to have a Material Adverse Effect on PPG or the Company.

Section 6.5. Inventory. All Inventory of PPG was acquired and has been maintained in accordance with the regular business practices of PPG, consists of items of a quality and quantity usable or saleable in the ordinary course of business and is valued for book purposes using the last-in, first-out (LIFO) cost method and net of any Unrealized Increment reserve which does not exceed net realizable value and in accordance with GAAP. The Inventory will, as of the Closing Date, consist only of items of quality and a quantity commercially usable and salable at not less than cost in the ordinary course of business, and will reflect the removal of any and all Inventory required to be removed from the Contributed Assets pursuant to the terms of Section 3.3.

Section 6.6. Properties; Leases.

(a) PPG owns and will transfer to the Company good, valid and marketable title to, or in the case of the "PPG Leased Real Property", a good, valid and marketable leasehold interest in, all of the PPG Assets (including all real, personal or mixed, tangible or intangible assets) free and clear of all Liens (other than Permitted Liens).

(b) Schedule 6.6(b) lists all PPG Leased Real Property used in the operation of the PPG Business and included in the PPG Assets and all PPG Owned Real Property subject to the PPG Owned Real Property Leases and all PPG Facilities. Each of the PPG Leases covering PPG Leased Property is in full force and effect in all material respects

and, to PPG's knowledge, constitutes the legal, valid and binding obligations of the parties thereto, enforceable in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws presently or hereinafter in effect relating to or affecting the enforcement of creditors' rights generally.

(c) Schedule 6.6(c) sets forth a list of all the PPG Assets used in the operation of the PPG Business that constitute PPG Fixtures and Equipment.

(d) Schedule 6.6(d) sets forth a list of all (i) PPG Leases for the PPG Leased Real Property and (ii) leases and licenses of personal property used in the operation of the PPG Business other than leases or licenses involving aggregate payments of $250,000 or less or that are terminable without penalty or other financial liability in one year or less. PPG has delivered to the Company true and complete copies of all PPG Leases. With respect to the PPG Leases, there exists no default by PPG, or, to the knowledge of PPG, any default or threatened default by any lessor or third party thereunder, that has affected or could reasonably be expected to affect the rights and privileges thereunder of PPG. Assuming the Required PPG Contractual Consents are obtained, all PPG Leases may be assigned, transferred and conveyed to the Company without default, penalty or modification thereof.

Section 6.7. Contracts; Required Consents.

(a) Schedule 6.7(a) lists all PPG Contracts (other than purchase orders), whether written or oral, included in the PPG Assets that satisfy one or more of the following criteria: (i) contracts not made in the ordinary course of business; (ii) distribution, franchise, license, technical assistance, sales or advertising contracts related exclusively to the PPG Assets or the PPG Business (and which are not cancelable on thirty (30) days notice); (iii) options with respect to any property, real or personal, whether PPG shall be the grantor or grantee thereunder; (iv) contracts involving future expenditures or Liabilities, actual or potential, in excess of $250,000 or that are not terminable without penalty or other financial liability in one (1) year or less; (v) contracts containing covenants limiting the freedom of PPG or any officer, director, shareholder or Affiliate of PPG, to engage in any line of business or compete with any Person; (vi) operating or other agreements with respect to partnerships, limited liability companies and joint ventures; (vii) employment contracts and severance agreements with persons employed in connection with the operation of the PPG Business; (viii) labor or union contracts; and (ix) PPG Contracts or commitments relating to commission arrangements with others.

(b) Except for oral agreements entered into with customers, distributors and suppliers in the ordinary course of business and except for any Employee Plans, the PPG Contracts listed on Schedule 6.7(a), together with the PPG Leases and the other PPG Contracts not required to be disclosed on Schedule 6.7(a), constitute all contracts and agreements binding upon PPG or any of its Affiliates relating to the PPG Business.

(c) PPG has complied in all material respects with all written PPG Contracts and is not in material default under any of the written PPG Contracts, nor has PPG granted or been granted any material waiver or forbearance with respect to any of the written PPG Contracts except where such default would not have a Material Adverse Effect on PPG. To the Knowledge of PPG, no other contracting party is in material default under any of the written PPG Contracts except where such default would not have a Material Adverse Effect on PPG.

(d) Schedule 6.7(d) lists each PPG Contract described in Schedule 6.7(a) and each PPG Lease described in Schedule 6.6(d) with respect to which the consent of the other party or parties thereto must be obtained by PPG pursuant to an express term or provision thereof by virtue of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to avoid the invalidity of the transfer of such PPG Contract, the termination thereof, a breach or default thereunder or any other change or modification to the terms thereof (each, a "Required PPG Contractual Consent").

Section 6.8. Permits. PPG has obtained all approvals, authorizations, registrations, exemptions, certificates, consents, licenses, orders and permits or other similar authorizations of all Governmental Authorities (and all other Persons) or required under Applicable Law necessary for the operation of the PPG Assets or the PPG Business (the "PPG Permits"), and each such PPG Permit is valid and in full force and effect. PPG is not in default, nor has PPG received any notice of any claim of default, with respect to any such PPG Permit except where such default would not have a Material Adverse Effect on PPG.

Section 6.9. Compliance with Laws. The PPG Business is in compliance with all Applicable Laws currently in effect except for any violations which individually or in the aggregate would not result in a Material Adverse Effect on the PPG Business. PPG has not received notice from any Governmental Authority alleging that the PPG Business or the PPG Assets are not in compliance with any Applicable Law, or of any investigation or administrative proceeding to determine such compliance.

Section 6.10. Financial Information. PPG has delivered to Apogee copies of (i) an unaudited interim balance sheet of the PPG Business at October 30, 1999 and the related statement of income for the twelve (12) month period then ended. True and correct copies of such financial statements are attached hereto as Schedule 6.10(a). The foregoing financial statements have been prepared from the Books and Records of PPG in accordance with PPG's policies and accounting principles and individual line items were prepared in accordance with GAAP consistently applied throughout the periods involved except as may be noted therein, subject to year-end adjustments and such information as would be included in the notes to year-end financial statements. Such unaudited interim financial statements are true and correct and fairly present, in all material respects, the financial position of the PPG Business at the dates indicated and the results of operations of the PPG Business for the period then ended, subject to year-end adjustments and such information as would be included in the notes to year-end financial statements. The adjustments to the financial statements attached as Schedule 6.10(a) made by PPG and reflected on Schedule 6.10(b) were made in good faith based on PPG's

knowledge and understanding of the adjustments and other calculation methodologies mutually agreed to by PPG and Apogee.

Article VII Covenants of the Contributing Parties

Each Contributing Party hereby covenants and agrees with the other Contributing Party as follows:

Section 7.1. Required Consents. The parties shall use their commercially reasonable efforts to obtain the Required Consents prior to the Closing Date. To the extent that any Required Consents have not been obtained prior to the Closing Date, the applicable Contributing Party shall use its commercially reasonable efforts to obtain or cause its Affiliate, as applicable, to obtain such Required Consents as soon as practicable, at its sole cost and expense. In the event any Required Consent is not obtained, the applicable Contributing Party shall use its commercially reasonable efforts to structure the transaction with respect to the Contract in question in a manner that will not result in a default under such Contract but that will result in the Company obtaining the benefits and incurring the obligations that it would have otherwise obtained or incurred had the applicable Required Consent been obtained (a "Contract Restructuring"). Neither Contributing Party shall be required to make any payment requested by the other party to the applicable Contract to obtain a Required Consent. In the event any such request for payment is made by a Person with respect to which a Required Consent is being solicited and both Contributing Parties agree to make such payment, such payment shall be reimbursed by the Company. In connection with a Contract Restructuring, the Company shall reimburse such Contributing Party for the reasonable costs or expenses incurred by that Contributing Party after the Closing Date with respect to conferring the benefits of the applicable Contract on the Company; provided, that, without the consent of both Contributing Parties, in no event shall the Company reimburse any Contributing Party in excess of the costs the Company would have incurred if such Contract had been assigned to the Company with a Required Consent on the Closing Date. On and after the Closing Date, each Contributing Party shall comply at its own expense with all conditions and requirements set forth in (i) all approvals and consents of Governmental Authorities described in Schedule 5.4 that have been obtained as necessary to keep the same in full force and effect assuming continued compliance with the terms thereof by the Company and (ii) all Required Consents that have been obtained as necessary to keep the same effective and enforceable against the Persons giving such Required Contractual Consents assuming continued compliance with the terms thereof by the Company. Notwithstanding anything to the contrary in this Agreement, if a Contributing Party is unable to obtain a Required Consent after having complied with its obligations under this Section 7.1, [(i)] such Contributing Party shall have no liability to the other Contributing Party or to the Company as a result of its failure to obtain such Required Consent, (ii) the Company shall indemnify in full the Contributing Party (and in the case of Apogee, each Apogee Contributing Affiliate) which is a party to any Contract (including, for the avoidance of doubt, any Apogee Real Property Lease or PPG Real Property Lease) for which a Required Consent has not been obtained and hold it harmless against any Losses which such Contributing Party (or Apogee Contributing Affiliate) may suffer, sustain or become subject to, as a result of, arising in connection with or incident to such Contract, including Losses in respect of a Contract Restructuring, the early termination of such Contract or the failure to perform under such Contract, but expressly excluding any Loss

relating to any Excluded Liability (for example, any Environmental Claim or Environmental Loss with respect to Apogee Leased Real Property or PPG Leased Real Property subject to an Apogee Real Property Lease or PPG Real Property Lease relating to the period prior to the Closing Date).

Section 7.2. Access. Subject to reasonable guidelines intended to maintain the respective pre-Closing independence and separate existence of the Apogee Business and the PPG Business, each Contributing Party shall give to the other Contributing Party's Representatives free and full access to and the right to inspect, during normal business hours, all of the premises, properties, Contributed Assets, records, Contracts, licenses and other documents relating to the operation of the Apogee Business or the PPG Business and shall permit them to consult with the Representatives of the Contributing Parties for the purpose of making such investigation of the Apogee Business or the PPG Business as the other Contributing Party shall desire to make, provided, that such investigation shall be conducted in a manner that the Contributing Parties determine will maintain confidentiality and shall not unreasonably interfere with the operation of the Apogee Business or the PPG Business and neither Contributing Party shall contact any customers or suppliers of the other Contributing Party without the consent of such other Contributing Party except as otherwise authorized under this Agreement.

Section 7.3. Further Assurances. At any time or from time to time after the Closing Date, each Contributing Party shall, at the request of the Company or the other Contributing Party, execute and deliver any further instruments or documents and take all such further action as the Company or the other Contributing Party may reasonably request in order to evidence or otherwise facilitate the consummation of the transactions contemplated hereby.

Section 7.4. Environmental Information. Each of the Contributing Parties hereby acknowledges that it has provided certain environmental documents, information and data to the other Contributing Party relating to the Environmental Condition of certain of the Apogee Real Property and the PPG Real Property (collectively, "Environmental Information"). The Contributing Parties agree that if an Environmental Claim arises after the Closing Date relating to the Apogee Real Property or the PPG Real Property, the Environmental Information, if any, relating to such Apogee Real Property or PPG Real Property, shall (together with any all other additional documents, information, data, reports and other materials, including documents, information, data, reports and materials relating to the Apogee Real Property or the PPG Real Property after the date hereof) be taken into account in addressing any Liability (or indemnification obligation under this Agreement) with respect to such Environmental Claim.

Section 7.5. Release of Security Interests. Each Contributing Party will contribute good, marketable and indefeasible title to all of the Contributed Assets being contributed by such Contributing Party, including all assets reflected on the Final Closing Date Balance Sheet, free and clear of all Liens, other than Permitted Liens; and not subject to any security interest (including, without limitation, any security interest granted under the BONY Security Agreement).

Article VIII Additional Agreements

The Company, Apogee and PPG hereby covenant and agree as follows:

Section 8.1. Diligence in Pursuit of Conditions Precedent. The Company, Apogee and PPG shall each exercise all commercially reasonable efforts to fulfill their respective obligations hereunder and to cause the conditions to Closing set forth in this Agreement to be satisfied and to consummate the transactions contemplated hereby, insofar as such matters are within the control of the Company, Apogee or PPG, as applicable.

Section 8.2. Taxes.

(a) All sales, value added, use, transfer, registration, stamp and similar Taxes imposed in connection with the transfer of the Contributed Assets will be borne by the applicable Contributing Party.

(b) The Contributing Parties shall (i) provide the Company with such assistance as may reasonably be requested in connection with the preparation of any Tax Return and the conduct of any audit or other examination by any taxing authority or in connection with judicial or administrative proceedings relating to any liability for Taxes and (ii) retain and provide the Company with all records or other information that may be relevant to the preparation of any Tax Returns, or the conduct of any audit or examination, or other Tax Proceeding. The Contributing Parties shall retain all relevant documents, including prior year's Tax Returns, supporting work schedules and other records or information that may be relevant to such returns and shall not destroy or otherwise dispose of any such records without first offering such materials to the Company.

(c) The Contributing Parties will provide to the Company all Tax information, including, but not limited to, the tax basis of the Contributed Assets at the Closing Date, as reasonably requested by the Company.

Section 8.3. Regulatory Consents. As promptly as practicable after the execution of this Agreement, the Company and the Contributing Parties shall, to the extent they have not previously done so, make all filings required under the HSR Act and any Applicable Laws for the consummation of the transactions contemplated herein. In addition, the Contributing Parties will each furnish all information as may be required by any state regulatory agency properly asserting jurisdiction or by the Federal Trade Commission and the United States Department of Justice under the HSR Act in order that the requisite approvals for the transactions contemplated hereby be obtained or to cause any applicable waiting periods to expire.

Section 8.4. Accounts Receivable Collection.

(a) In accordance with Section 2.2, all accounts receivable relating to or arising in connection with the Contributed Business of each Contributing Party prior to the Closing (other than such receivables set forth in Section 2.1(a)(xi) hereof) are Excluded Assets and will be retained by the Contributing Parties (such accounts receivable, as of the Closing Date, the "Closing Date Receivables"). The Company shall

collect any Closing Date Receivables for the account of each Contributing Party from and after the Closing Date until the end of the Collection Period (as defined below). In connection therewith, on the Closing Date each Contributing Party shall provide the Company with a list setting forth its Closing Date Receivables to be collected by the Company and shall grant the Company reasonable access to such Contributing Party's detail accounts receivable system or daily data files with respect to the Closing Date Receivables. Such data files shall include (but may not be limited to) for each Closing Date Receivable: the customer owing such receivable, the party to which the receivable is owed, the credit terms, the outstanding balance of such receivable, the date, amount and number of invoice, unapplied payments, customer payment deduction, disputed invoices, days past due and account status. The Company shall exercise its commercially reasonable efforts to collect the Closing Date Receivables of each Contributing Party and in no respect exercise collection efforts less than the efforts exercised by the Company with respect to its own receivables or the Closing Date Receivables of the other Contributing Party. During the Collection Period, each Contributing Party shall provide the Company with such assistance as the Company may request in connection with its collection efforts, including, without limitation, providing the Company with credit analysis files and collection history files and shall maintain its remittance and cash application processes in effect at the Closing Date. The "Collection Period" means the period not to exceed one hundred eighty (180) days from the Closing Date, commencing on the Closing Date to and including the earlier of the date on which (i) all Closing Date Receivables have been collected and payment therefore has been remitted to the Contributing Parties, (ii) the Company, at the request of each Contributing Party, has turned all outstanding Closing Date Receivables over to a collection agency selected by the Contributing Parties or (iii) the Contributing Parties request that the Company cease rendering collection services under this Section 8.4 with respect to all outstanding Closing Date Receivables, at which time each Contributing Party shall assume all responsibility with respect to the collection of any Closing Date Receivables of such Contributing Party that have not been collected as of such date, and the Company shall be relieved of all obligation and liability with respect to the collection of such uncollected receivables. With respect to any Closing Date Receivable, the Company retains the right to recommend extended collection action in lieu of transferring the balance to a collection agency, subject to the approval of the applicable Contributing Party.

(b) If the Company receives payment of any Closing Date Receivable of a Contributing Party after the Closing, the Company shall remit such payment to the applicable Contributing Party, together with an accounting of its source. For purposes of determining the amounts collected with respect to any Closing Date Receivables of a Contributing Party and receivables of the Company that have a common obligor or customer (a "Common Obligor"), amounts received from a Common Obligor shall, in the absence of a specific designation by the Common Obligor that a payment relates to a particular invoice, or the clear relationship of a payment to a particular invoice, e.g., a payment in the amount of its particular invoice, be applied to the then outstanding balance of the invoices in respect of Closing Date Receivables of the Contributing Parties for such Common Obligor in the order in which they were billed (i.e., applied first to the oldest Closing Date Receivable of either Contributing Party).

(c) During the Collection Period, each Contributing Party shall provide the Company with aging reports on no less than a weekly basis for its respective Closing Date Receivables. Such report shall indicate for each Closing Date Receivable: the customer owing such receivable, the party to which the receivable is owed, the credit terms, the outstanding balance of such receivable, the date of invoice and days past due and account status. Such aging reports shall indicate the aging of each Closing Date Receivable in thirty (30) day ranges and the Contributing Parties and the Company shall use such aging reports for managing the collection process. In no event less than one week after receipt of the aging reports, the Company shall provide a combined aging report to each of the Contributing Parties which report shall combine the aging reports of the Contributing Parties and an aging report for the outstanding receivables of the Company containing the same information contained in the aging reports of the Contributing Parties. The format of the combined aging report shall be mutually agreed by the Contributing Parties. The Company shall provide a final combined aging report at the end of the Collection Period indicating, in addition to the matters set forth above, all payments made to each Contributing Party in respect of Closing Date Receivables (the "Final Report").

(d) At the Closing Date, the Contributing Parties shall provide the Company with (i) a list of contact names of the personnel responsible for resolving disputed claims and/or missing documentation and (ii) a list of sales and order servicing personnel who should be advised in case specific collection issues arise with respect to their customers. During the Collection Period, the Company and the Contributing Parties shall meet to assess the status of collection efforts at least once on or prior to the expiration of each thirty (30) day period commencing on the Closing Date. The Company may relinquish its collection responsibilities with respect to any individual Closing Date Receivable to the Contributing Party owning such Closing Date Receivable at any time upon the mutual agreement of the Company and such Contributing Party.

(e) In consideration for the collection services provided by the Company pursuant to this Section 8.4, the Contributing Parties shall pay to the Company or its agent, as the Company may direct, an amount, in the aggregate, equal to $10,000 per month for the duration of the Collection Period, such amount to be allocated between the Contributing Parties based on actual activity.

Article IX Employee Matters

Section 9.1. Offers of Employment.

(a) Each Contributing Party has developed and attached hereto as Schedules 9.1(a)(i) and 9.1(a)(ii) respectively, a list of all employees engaged in the Contributed Business of such Contributing Party as of the date of this Agreement, and shall update such list through the Closing Date ("Contributed Business Employees"). Contributed Business Employees who are members of a labor union or subject to a collective

bargaining or other agreement as indicated in such Schedules 9.1(a)(i) and 9.1(a)(ii), respectively, are sometimes referred to as "Union Employees".

(b) Immediately following the Closing, the Company shall identify the Contributed Business Employees (subject to any further determination under this Section 9.1(b)) whose services it does not desire to lease from a Contributing Party. Commencing on the Closing Date, all Contributed Business Employees excluding those identified by the Company pursuant to the forgoing sentence (the "Leased Employees") shall be leased by the Contributing Parties to the Company pursuant to the terms of the applicable Leased Employees Agreement. The period from the Closing Date to the end of the term of the Leased Employees Agreements is referred to as the "Leasing Period". From time to time during the Leasing Period, the Company may identify Leased Employees whose services it no longer needs to lease and, upon written notice from the Company to the Contributing Party, such individuals shall no longer be Leased Employees subject to the Leased Employees Agreement. In addition, in the event that a Leased Employee terminates his or her employment with Apogee or PPG prior to the termination of the Leasing Period, and the Company desires to replace such Leased Employee, or the Company desires to obtain the services of additional employees during the Leasing Period, the Company shall direct PPG to hire such replacement and such replacement shall become a Leased Employee of PPG under the PPG Leased Employees Agreement. The provisions of this Section 9.1(b) shall be subject to any requirements under collective bargaining agreements applicable to the Contributed Business Employees, such as requirements in respect of seniority in the event of termination of employment.

(c) Prior to the termination of the Leasing Period, the Company shall offer employment to the Contributed Business Employees who are actively at work at the termination of the Leasing Period. Leased Employees who are not actively at work at the end of the Leasing Period (excluding Leased Employees no longer subject to the Leased Employees Agreement) will be offered employment by the Company, provided that a job is available and
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provided that any such Leased Employee returns to active employment within
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twelve (12) months following the end of the Leasing Period. Leased Employees who are not actively at work at the end of the Leasing Period (excluding Leased Employees no longer subject to the Leased Employees Agreement) and who are on short-term disability leave will be offered employment in accordance with this Section 9.1(c), provided, that such
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Leased Employee obtains a medical release or other documentation reasonably satisfactory to the Company that evidences the employee's ability to perform the essential functions of his or her regular work, with or without reasonable accommodation.

(d) Leased Employees who are offered employment with the Company and who accept such offer prior to the termination of the Leasing Period shall become employees of the Company as of the termination of the Leasing Period, unless such Leased Employees are not actively at work at the end of the Leasing Period, in which case, such Leased Employees shall become employees of the Company as of their return to work as described in Section 9.1(c) above (such employees accepting the offer of

employment with the Company, "Transferred Employees"). At the direction of the Company, each Contributing Party shall terminate the employment of all of its Leased Employees who become Transferred Employees as of the termination of the Leasing Period. At the direction of the Company, each Contributing Party shall provide Contributed Business Employees with COBRA and HIPPA notification as required by law upon termination of employment, subject to the Company's agreement (i) to assume any and all liability and obligation with respect to any and all claims incurred after Closing with respect to such Contributed Business Employees without regard to whether the Contributed Business Employee became a Leased Employee or a Transferred Employee and without regard to whether the claim arose out of coverage attributable to active employment or COBRA continuation coverage, and (ii) to indemnify and hold harmless such Contributing Party for any and all costs, fees, penalties and other expenses arising in connection with such claims.

(e) The Company shall provide severance benefits to Contributed Business Employees of a Contributing Party who do not become Leased Employees, or who do not become Transferred Employees solely because they do not receive an offer of employment from the Company, equivalent to the severance benefits under the provisions of the severance plan maintained by the such Contributing Party. Each Contributing Party shall provide such assistance as the Company may request in this regard; it being understood that the Company shall be solely responsible for all amounts paid to any such Contributed Business Employees pursuant to such severance plan.

(f) Subject to Section 9.2(b)(i) below, Contributed Business Employees who receive an offer of employment from the Company shall not be eligible for severance benefits under the applicable Contributing Party's severance plan or otherwise whether or not such Contributed Business Employee accepts the offer.

Section 9.2 Employee Benefits.

(a) Service.

(i) With respect to Transferred Employees who are not Union Employees, the Company shall recognize, for purposes of eligibility, vesting and benefit accrual under its Employee Plans, the prior service of each such Transferred Employee with a Contributing Party which has accrued up to such Transferred Employee's date of employment with Company.

(ii) With respect to Transferred Employees who are Union Employees, the Company shall bargain with the applicable collective bargaining representative for such Transferred Employees as to the Company's recognition, for purposes of eligibility, vesting and benefit accrual under its Employee Plans, of the prior service of each such Transferred Employees with a Contributing Party which has accrued up to such Transferred Employee's date of employment with Company.

(b) Severance.

(i) With respect to Transferred Employees who are not Union Employees and whose jobs are eliminated by Company within twelve (12) months of the Closing Date, the Company shall provide such Transferred Employees with severance benefits not less than the benefits that would have been provided to such employee under the severance plan maintained by the applicable Contributing Party as of the Closing Date.

(ii) With respect to Transferred Employees who are Union Employees and whose jobs are eliminated by Company within twelve (12) months of the Closing Date, the Company shall provide such Transferred Employees with severance benefits in accordance with the applicable collective bargaining agreement or as otherwise negotiated with the applicable collective bargaining representative for such Transferred Employees.

(c) Employee Plans.

(i) Liabilities relating to claims of Contributed Business Employees, inactive employees of either Contributing Party (until such time as such inactive employees become Leased Employees or Transferred Employees), or in each case, eligible dependents thereof, for medical benefits incurred for medical services rendered to and purchases of prescription drugs and other health care products made by such persons while actively employed by such Contributing Party (or while an eligible dependent of such a person) prior to the Closing Date shall be retained by such Contributing Party. In accordance with the Company's obligation to indemnify and hold harmless the Contributing Parties for all costs and expenses incurred in connection with the Contributed Business Employees on

or following the Closing Date pursuant to the respective Leased Employee Agreements, all liabilities relating to claims of Contributed Business Employees, inactive business employees of either Contribution Party after such inactive employee becomes a Leased Employee or a Transferred Employee, and in either case eligible dependants thereof, for medical benefits incurred for medical services rendered to and purchases of prescription drugs and other health care products made by such persons on or following the Closing Date shall be the sole liability and responsibility of the Company. The Company shall recognize any deductible and stop-loss amounts paid by Transferred Employees and their eligible dependents under the Contributing Party's Employee Plans in the calendar year in which the Closing occurs toward any applicable calendar year deductible and stop-loss amounts under Company's Employee Plans.

(ii) All Transferred Employees and their eligible dependents who are participating in the Employee Plans of a Contributing Party immediately prior to becoming a Transferred Employee shall be offered the opportunity to become participants in the Company's Employee Plans upon becoming employed by Company. The Company shall, with respect to such Transferred Employees, waive any pre-existing medical condition restrictions and similar restrictions which may be contained in the Company's Employee Plans. The eligibility of all other dependents of the Transferred Employees will be determined in accordance with the dependent eligibility provisions of the Company's Employee Plans.

(d) Pension Plans.

(i) With respect to Transferred Employees who are not Union Employees, the Company shall offer the applicable Company Defined Benefit Plan to such Transferred Employees previously employed by PPG who were participants in such plans during their employment with PPG prior to employment with the Company. The Company shall not offer any other employee, including Transferred Employees previously employed by Apogee, the right to participate in any Company Defined Benefit Plan.

(ii) The following shall apply only in respect of Transferred Employees who are Union Employees. With respect to each multiemployer pension plan to which the Company is obligated to contribute on the Employee Transfer Date, if during the first five years beginning after the Employee Transfer Date, the Company ceases all covered operations or ceases to have an obligation to contribute for such operations with respect to facilities transferred to it by either Contributing Party, then and in that event, the Contributing Parties, jointly and severally, shall be secondarily liable for any withdrawal liability they would have had to any affected plan with respect to the operations but for the exemption from withdrawal liability obtained pursuant to Section 4204 of ERISA if such withdrawal liability of the Company with respect to any such plan is not paid. The Contributing Parties intend that the foregoing be construed to meet the requirements of Section 4204(a)(1)(C) of ERISA. To the extent that other or

additional agreements must be entered into to provide a Contributing Party with the benefits of Section 4204 of ERISA, the Company and the Contributing Party or Contributing Parties agree, on a prompt basis, to enter into such agreements.

(e) Collective Bargaining Agreements. Not later than the termination of the Leasing Period, the Company shall adopt immediately the collective bargaining agreements of each of Apogee and PPG for Transferred Employees of Apogee and of PPG, as applicable, who are Union Employees as a successor to such agreements. The Company shall be bound by the rights and responsibilities for the terms and conditions made under such collective bargaining agreements and/or any bargaining obligations attached thereto. Prior to the termination of the Leasing Period, the Company shall direct each Contributing Party to satisfy its effects bargaining obligations under each of its respective collective bargaining agreements, and the Company shall pay all expenses relating thereto, and shall reimburse, indemnify and hold harmless each Contributing Party for any liability, cost or expenses incurred by such Contributing Party as a result of obligations pursuant to settlement of effects bargaining.

(f) Transition Benefit. Either Contributing Party may, in its sole discretion and at its sole cost, provide compensation ("Transition Benefit") to identified former employees of such Contributing Party who work for the Company in recognition of the differences between certain compensation and/or benefits which they may have had as employees of such Contributing Party, and such compensation and/or benefits which they may receive as employees of the Company. At its sole discretion, the respective Contributing Party shall determine eligibility, amounts, benefits and rights and features of any such Transition Benefit with respect to its former employees.

Section 9.3. Company-Defined Benefit Pension Plans.

(a) Solely with respect to Contributed Business Employees of PPG who become Transferred Employees, effective on the Employee Transfer Date, the Company shall adopt defined benefit pension plans with substantially similar terms and conditions as the following PPG defined benefit pension plans as such plans exist on the Leasing Period Termination Date: (i) the PPG Retirement Income Plan, Appendix 1 (the "PPG Salaried Plan"), (ii) the PPG Retirement Income Plan, Appendix XX (the "PPG Nonunion Hourly Plan"). (iii) the PPG Retirement Pension Plan, Appendix XX (the "PPG Memphis Plan"), (iv) the PPG Retirement Pension Plan, Appendix XX (the "PPG Greensboro Plan") and (v) the PPG Retirement Pension Plan, Appendix XX (the "PPG Lansing Plan"). Such defined benefit plans of PPG are referred to as the "PPG Defined Benefit Plans" and, as adopted by the Company, the "Company Defined Benefit Plans."

(i) Subject to consummation of the transfer of liabilities and assets contemplated by this Section 9.3, the Company Defined Benefit Pension Plans shall recognize all past service credited to the Transferred Employees of PPG as of the Leasing Period Termination Date, for all purposes under the applicable PPG Defined Benefit Plan.

(ii) PPG shall cause the PPG Defined Benefit Plans to transfer to and the Company Defined Benefit Plans shall assume all liabilities under the PPG Defined Benefit Plans with respect to Transferred Employees of PPG as of the Leasing Period Termination Date. PPG shall cause the PPG Defined Benefit Plans to transfer assets at least equal in value to the liabilities in the applicable plans, which transfer shall be to a designated fund of the Company (the "Company Fund") pursuant to a trust for the benefit of PPG Employees hired by the Company established by the Company which is qualified under Section 501(a) of the Code.

(iii) PPG shall cause the PPG Defined Benefit Plans to transfer any unrecognized gains and/or losses of a PPG Defined Benefit Plan attributable to Transferred Employees of PPG as of the Leasing Period Termination Date to the Company Fund effective on the Employee Transfer Date.

(b) Solely with respect to Contributed Business Employees of PPG who become Transferred Employees, effective on the Employee Transfer Date, the Company shall adopt a non-qualified defined benefit pension plan with substantially similar terms and conditions as the PPG Nonqualified Pension Plan (such plan referred to as the "PPG Nonqualified Plan" and, as adopted by the Company, the "Company Nonqualified Plan"). The Company Nonqualified Plan shall recognize all past service credited to the Transferred Employees of PPG with eligibility under the PPG Nonqualified Plan as of the Leasing Period Termination Date, for all purposes under the PPG Nonqualified Plan. The liability for such past service shall be transferred to the Company effective on the Employee Transfer Date.

(c) On and after the Employee Transfer Date, PPG shall remain solely responsible for all decisions related to the Company Defined Benefit Pension Plans and the Company Nonqualified Plan, including, but not limited to, funding, investment of assets, plan design and administration. Any items of income or expense attributable to the Company Defined Benefit Plans will be allocated solely to PPG, as set forth in Section 12.2 of the LLC Agreement.

(d) In the event of a dissolution and liquidation of the Company, any assets and liabilities of the Company Defined Benefit Plans shall not be considered assets of the Company for the purposes of distributions or otherwise, and such dissolution and liquidation shall not affect the rights and obligations of PPG with respect to such Company Defined Benefit Plans as set forth herein. In the event of a termination of a Company Defined Benefit Plan (regardless of whether there has been a dissolution and liquidation of the Company), and such termination results in any reversion of assets to the Company, the Company will promptly distribute any assets and liabilities arising out of such Company Defined Benefit Plan to PPG.

(e) The parties acknowledge and agree that nothing in this Article IX is intended to confer, nor shall anything in this Article IX be interpreted to confer, any

rights, claims, privileges or benefits on any individual who is not a party to this Agreement, including, without limitation, any Contributed Business Employee.

Article X Conditions to Closing

Section 10.1. Conditions to Apogee's Obligations. The obligation of Apogee to contribute and deliver, or to cause any Apogee Contributing Affiliate to contribute or deliver, the Apogee Assets to the Company and consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction (or waiver by Apogee) on or prior to the Closing Date of all of the following conditions:

(a) All representations and warranties of PPG contained in this Agreement shall be true and correct (without giving effect to materiality qualifications or Material Adverse Effect qualifications) at and as of the date hereof and at and as of the Closing Date (without taking into account any disclosures by PPG of discoveries, events or occurrences arising on or after the date hereof), except as and to the extent that any inaccuracies in such representations and warranties in the aggregate would not result in a Material Adverse Effect on PPG or a Material Adverse Effect on the Company.

(b) PPG shall have performed in all material respects all of the covenants and agreements required to be performed and complied with by it prior to the Closing Date.

(c) PPG shall have furnished Apogee with a certificate of its duly authorized officers evidencing compliance with the conditions set forth in Sections 10.1(a) and 10.1(b).

(d) Consummation of the transactions contemplated hereby and by the Ancillary Documents shall not have been restrained, enjoined or otherwise prohibited by any Applicable Law or Judgment of any Governmental Authority. No Governmental Authority shall have enacted any Applicable Law which would make illegal the consummation of the transactions contemplated hereby and thereby and no Proceeding with respect to the application of any such Applicable Law to such effect shall be pending.

(e) The applicable waiting period, including any extension thereof, under the HSR Act shall have expired or been terminated and neither the Department of Justice nor the Federal Trade Commission shall have instituted any litigation to enjoin or delay the consummation of the transactions contemplated hereby.

(f) PPG and the Company shall have executed and delivered the agreements set forth in Sections 4.3 and 4.5 to which they are party in the forms attached as exhibits hereto.

(g) The Company shall have obtained insurance coverage on terms substantially in the form as Exhibit O hereto.

(h) The Contributing Parties and the Company shall have mutually agreed on an initial Operating Budget and Strategic Plan for the Company.

Section 10.2. Conditions to PPG's Obligations. The obligation of PPG to contribute and deliver the PPG Assets to the Company and consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction (or waiver by PPG) on or prior to the Closing Date of all of the following conditions:

(a) All representations and warranties of Apogee contained in this Agreement shall be true and correct (without giving effect to materiality qualifications or Material Adverse Effect qualifications) at and as of the date hereof and at and as of the Closing Date (without taking into account any disclosures by Apogee of discoveries, events or occurrences arising on or after the date hereof), except as and to the extent that any inaccuracies in such representations and warranties in the aggregate would not result in a Material Adverse Effect on Apogee or a Material Adverse Effect on the Company.

(b) Apogee shall have performed in all material respects all of the covenants and agreements required to be performed and complied with by it prior to the Closing Date.

(c) Apogee shall have furnished PPG with a certificate of its duly authorized officers evidencing compliance with the conditions set forth in Sections 10.2(a) and 10.2(b).

(d) Consummation of the transactions contemplated hereby and by the Ancillary Documents shall not have been restrained, enjoined or otherwise prohibited by any Applicable Law or Judgment of any Governmental Authority. No Governmental Authority shall have enacted any Applicable Law which would make illegal the consummation of the transactions contemplated hereby and thereby and no Proceeding with respect to the application of any such Applicable Law to such effect shall be pending.

(e) The applicable waiting period, including any extension thereof, under the HSR Act shall have expired or been terminated and neither the Department of Justice nor the Federal Trade Commission shall have instituted any litigation to enjoin or delay the consummation of the transactions contemplated hereby.

(f) Apogee, the applicable Apogee Contributing Affiliate and the Company shall have executed and delivered the agreements set forth in Sections 4.4 and 4.6 to which they are party in the forms attached as exhibits hereto.

(g) The Company shall have obtained insurance coverage on terms substantially in the form as Exhibit O hereto.

(h) The Contributing Parties and the Company shall have mutually agreed on an initial Operating Budget and Strategic Plan for the Company.

Article XI Survival; Indemnification

Section 11.1. Survival of Representations and Warranties. The representations and warranties contained in Article V and Article VI hereof shall not survive the Closing.

Section 11.2. Indemnification by Apogee. Apogee agrees to indemnify in full the Company and PPG and its Affiliates and their respective officers, directors, employees, agents and stockholders (collectively, the "Company/PPG Indemnified Parties") and hold them harmless against any Losses which Company/PPG Indemnified Parties may suffer, sustain or become subject to, as a result of, arising in connection with or incident to:

(a) any breach of, or failure to perform, any covenant or agreement of Apogee or any of its Affiliates, including the Apogee Contributing Affiliates, contained in this Agreement or any of the Ancillary Documents;

(b) any attempt (whether or not successful) by any Person to cause or require the Company/PPG Indemnified Parties to pay any Liability of, or any claim (including, without limitation, Environmental Claims and Environmental Remediation Costs) against, Apogee or any Apogee Contributing Affiliate or any of their respective predecessors in interest in respect of any Apogee Excluded Liabilities; and

(c) Any and all Proceedings, Judgments and Losses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

Any amount paid by Apogee to the Company/PPG Indemnified Parties in respect of its indemnification obligations under this Section 11.2 shall not constitute an asset contributed by Apogee to the Company pursuant to the LLC Agreement.

Section 11.3. Indemnification of Apogee by the Company. The Company agrees to indemnify in full Apogee and its Affiliates, including the Apogee Contributing Affiliates, and their respective officers, directors, employees, agents and stockholders (collectively, the "Apogee Indemnified Parties") and hold them harmless against any Losses which Apogee Indemnified Parties may suffer, sustain or become subject to, as a result of, arising in connection with or incident to:

(a) any breach of, or failure to perform, any covenant or agreement of the Company contained in this Agreement;

(b) any and all Assumed Liabilities (other than those caused by a breach of any representation or warranty or breach of, or failure to perform, any covenant or agreement of Apogee or any of its Affiliates, including the Apogee Contributing Affiliates, contained in this Agreement delivered to the Company hereunder or in connection herewith);

(c) Any and all Liabilities incurred or arising out of, based upon events or circumstances occurring in connection with or resulting from the operation of the Company Business after the Closing unless such Liability is an Excluded Liability, including, without limitation, from products sold after the Closing Date (except to the extent the Liability arises as a result of a claim against a Apogee or its Affiliates as manufacturer of the product unless such Liabilities arise as a result of the improper storage or distribution of products by the Company);

(d) Any and all Proceedings, Judgments and Losses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity; and

(e) any post-Closing reorganization, rationalization or restructuring of the Contributed Business or the Company Business.

Any amount paid by the Company to the Apogee Indemnified Parties in respect of its indemnification obligations under this Section 11.3 shall not constitute a distribution by the Company to Apogee pursuant to the LLC Agreement.

Section 11.4. Indemnification by PPG. PPG agrees to indemnify in full
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the Company and Apogee and its Affiliates and their respective officers, directors, employees, agents and shareholders (collectively, the "Company/Apogee Indemnified Parties") and hold them harmless against any Losses which Company/Apogee Indemnified Parties may suffer, sustain or become subject to, as a result of, arising in connection with or incident to:

(a) any breach of, or failure to perform, any covenant or agreement of PPG or any of its Affiliates contained in this Agreement or any of the Ancillary Documents;

(b) any attempt (whether or not successful) by any Person to cause or require the Company/Apogee Indemnified Parties to pay any Liability of, or any claim (including, without limitation, Environmental Claims and Environmental Remediation Costs) against, PPG or any PPG Contributing Affiliate or any of their respective predecessors in interest in respect of any PPG Excluded Liabilities; and

(c) Any and all Proceedings, Judgments and Losses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

Any amount paid by PPG to the Company/Apogee Indemnified Parties in respect of its indemnification obligations under this Section 11.4 shall not constitute an asset contributed by PPG to the Company pursuant to the LLC Agreement.

Section 11.5. Indemnification of PPG by the Company. The Company agrees to indemnify in full PPG and its Affiliates and their respective officers, directors, employees, agents and stockholders (collectively, the "PPG Indemnified Parties") and hold them harmless against any Losses which PPG Indemnified Parties may suffer, sustain or become subject to, as a result of, arising in connection with or incident to:

(a) any breach of, or failure to perform, any covenant or agreement of the Company contained in this Agreement;

(b) any and all Assumed Liabilities (other than those caused by a breach of any representation or warranty or breach of, or failure to perform, any covenant or agreement of PPG or any of its Affiliates contained in this Agreement delivered to the Company hereunder or in connection herewith);

(c) Any and all Liabilities incurred or arising out of, based upon events or circumstances occurring in connection with or resulting from the operation of the Company Business after the Closing, including, without limitation, from products sold after the Closing Date (except to the extent the Liability arises as a result of a claim against a PPG or its Affiliates as manufacturer of the product unless such Liabilities arise as a result of the improper storage or distribution of products by the Company);

(d) Any and all Proceedings, Judgments and Losses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity; and

(e) any post-Closing reorganization, rationalization or restructuring of the Contributed Business or the Company Business.

Any amount paid by the Company to the PPG Indemnified Parties in respect of its indemnification obligations under this Section 11.5 shall not constitute a distribution by the Company to PPG pursuant to the LLC Agreement.

Section 11.6. Procedure for Indemnification. The procedure for indemnification under this Article X shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give written notice to the party from whom indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party, specifying (i) in reasonable detail, the factual basis for such and (ii) in good faith, the estimated amount of the claim. If the claim relates to a Proceeding filed by a third party against the Claimant, such notice shall be given by Claimant within ten (10) business days after written notice of such Proceeding was received by Claimant. The failure of the Claimant to provide such written notice within the time period specified shall not relieve the Indemnifying Party of its indemnification liability under Section 11.2, 11.3, 11.4 or 11.5,

unless such failure materially prejudices the rights of the Indemnifying Party in defending against the claim or Proceeding.

(b) Following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days (or, if the claim involves an amount less than $50,000, ten (10) days) in which to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and its authorized Representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of said thirty (30) day (or ten (10) day) period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim. If the Claimant and the Indemnifying Party do not agree within said period (or any mutually agreed upon extension thereof), subject to clause (c) below with respect to third party claims, the dispute shall be resolved in accordance with the provisions of Section 13.11 hereof.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification hereunder, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. Claimant shall have the right to approve legal counsel selected by Indemnifying Party, which approval shall not be unreasonably withheld. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim with legal counsel of its own selection; provided, however, that the Claimant shall pay the fees and
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expenses of such counsel unless the named parties to any such claim include both the Claimant and the Indemnifying Party and the Claimant has been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Indemnifying Party (in which case, if the Claimant informs the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such claim on behalf of the Claimant), it being understood that the Indemnifying Party shall not, in connection with any one claim, be liable for the fees and expenses of more than one separate firm of attorneys at any time for the Claimant. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third party claim, it shall be bound by the results obtained by the Claimant with respect to such Claim; provided, however, that no settlement
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or compromise of any claim which may result in any indemnification liability may be made by the Claimant without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld. No settlement or compromise of any claim may be made by the Indemnifying Party without the prior written consent of the Claimant, which consent shall not be unreasonably withheld.

Section 11.7. Exclusive Remedy; Adjustment

(a) The indemnification provisions in this Article XI shall be the exclusive remedy for any matter giving rise to a claim for indemnification set forth in this Agreement.

(b) The parties shall make appropriate adjustments for insurance proceeds actually received in calculating Losses under this Agreement.

Article XII Termination

Section 12.1. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Contributing Parties; or

(b) by a Contributing Party by written notice, without liability to the terminating party on account of such termination (provided the terminating party is not otherwise in default or in breach of this Agreement), if the Closing shall not have occurred on or before the date which is one hundred eighty (180) days following the date of this Agreement.

Section 12.2. Effect on Obligations. Termination of this Agreement pursuant to Section 12.1 shall terminate all obligations of the parties hereunder, except for their obligations under Sections 13.2 and 13.3; provided, however, that termination pursuant to clause (b) of Section 12.1 shall not relieve the defaulting or breaching party from any liability to the other party hereto. Upon termination of this Agreement pursuant to Section 12.1, all Ancillary Agreements that by their terms are to become effective as of the Closing Date of this Agreement shall immediately terminate and shall have no further force and effect. Termination of this Agreement shall not affect the obligations of the parties under any confidentiality agreements signed on or prior to such date of termination.

Article XIII Miscellaneous

Section 13.1. Notices. Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, facsimile transmission, overnight courier or United States mail (first class, postage prepaid) if to a Contributing Party, to the address of the Contributing Party set forth below or, if to the Company, to the principal office of the Company as set forth in the LLC Agreement, or such other address as a Contributing Party of the Company shall notify the other parties hereto in writing. All periods of notice shall be measured from the date of delivery thereof if manually delivered, when receipt is acknowledged if sent by facsimile transmission, from the first business day after the date of sending if sent by overnight courier, or from four (4) days after the date of mailing if mailed.

If to the Company:

PPG Auto Glass, LLC
One PPG Place
Pittsburgh, Pennsylvania 15272
Attention: President
Telephone No.: _____
Telecopier No.: _____

If to Apogee:

Apogee Enterprises, Inc.
7900 Xerxes Avenue South, Suite 1800
Minneapolis, Minnesota 55431-1159
Attention: Vice President, Finance
Telephone No.: 952/835-1874
Telecopier No.: 952/896-2400

With copies to:

Apogee Enterprises, Inc.
7900 Xerxes Avenue South, Suite 1800
Minneapolis, Minnesota 55431-1159
Attention: General Counsel
Telephone No.: 952/835-1874
Telecopier No.: 952/896-2400

Dorsey & Whitney LLP
220 South Sixth Street
Minneapolis, Minnesota 55402
Attention: Robert A. Rosenbaum, Esq.
Telephone No.: 612/340-5681
Telecopier No.: 612/340-8738

If to PPG:

PPG Industries, Inc.
One PPG Place
Pittsburgh, Pennsylvania 15272
Attention: Vice President, Automotive Replacement Glass
Telephone No.: 412/434-3464
Telecopier No.: 412/434-3026

With a copy to:

PPG Industries, Inc.
One PPG Place
Pittsburgh, Pennsylvania 15272

Attention: General Counsel
Telephone No.: 412/434-2911
Telecopier No.: 412/434-2490

Section 13.2. Press Releases and Announcements. Neither party hereto shall issue any press release (or make any other public announcement) related to this Agreement or the transactions contemplated hereby or make any announcement to the employees, customers or suppliers of either party without prior written approval of the other party hereto, except as may be necessary, in the opinion of counsel to the party seeking to make disclosure, to comply with the requirements of this Agreement or Applicable Law. If any such press release or public announcement is so required, the party making such disclosure shall consult with the other party prior to making such disclosure, and the parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such disclosure which is satisfactory to both parties.

Section 13.3. Expenses. Except as otherwise expressly provided for herein, each Contributing Party shall pay all of its own expenses (and the expenses of its Affiliates other than the Company) (in each case, including attorneys' and accountants' fees), in connection with the negotiation of this Agreement, the performance of its respective obligations hereunder and the consummation of the transactions contemplated by this Agreement (whether consummated or not); provided, however, that Apogee shall bear and agrees to pay thirty-four percent (34%) and PPG shall bear and agrees to pay sixty-six percent (66%) of the following costs, fees and expenses: (i) the filing fees for filings required under the HSR Act; (ii) the fees and expenses of the economist engaged by the Contributing Parties relating to analysis of the transactions contemplated hereby for antitrust purposes: and (iii) the fees and expenses of Arthur Andersen LLP relating to the its engagement by the Contributing Parties with respect to the transactions contemplated hereby.

Section 13.4 Amendments; No Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is duly executed, in the case of an amendment, by the Company and the Contributing Parties, or, in the case of a waiver, by the party to whom the waiver is to be enforced. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial waiver or exercise thereof preclude the enforcement of any other right, power or privilege. No course of dealing between or among any parties will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

Section 13.5. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 13.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign or delegate or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party. Any attempted assignment in violation of this Section 13.6 shall be null and void.

Section 13.7. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 13.8. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 13.9. Entire Agreement. This Agreement, together with the Exhibits and Schedules and the other agreements, instruments and other documents executed and/or delivered in connection herewith, constitute the entire agreement among the parties pertaining to the subject matter hereof, and supersede all prior oral and written, and all contemporaneous oral, agreements and understandings pertaining thereto. There are no agreements, understandings, restrictions, warranties or representations relating to such subject matter among the parties other than those set forth herein or in the Ancillary Documents.

Section 13.10. Governing Law. This agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, without regard to principles of conflict of law.

Section 13.11. Dispute Resolution. Subject to the procedures set forth in Sections 3.2 and 11.6 hereof, the parties hereby agree that claims, disputes or controversies of whatever nature, arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement (or any other agreement contemplated by or related to this Agreement), including those arising out of or relating to the breach, termination, enforceability, scope or validity hereof (each, a "Dispute"), shall be resolved as follows:

(a) At the written request of any party to the Dispute, Apogee will direct its Chief Financial Officer and PPG will direct its Senior Vice President, Finance, to meet and negotiate in good faith to resolve the Dispute. The location, format, frequency, duration and conclusion of the negotiation shall be left to the discretion of the Contributing Parties, but may include participation by one or more of Representatives designated by either Contributing Party. Upon agreement between the Contributing

Parties, the Contributing Parties may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the Representatives of the Contributing Parties for the purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Contributing Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

(b) If the negotiations required by Section 13.11(a) hereof do not resolve the Dispute within thirty (30) days after the initial written request, the Contributing Parties shall jointly select a neutral third party as a mediator to assist the Contributing Parties in resolving such Dispute, and continue to negotiate in good faith to resolve the Dispute.

(c) In the event that the mediation provided under subsection (b) of this Section 13.11 does not resolve the Dispute within forty-five (45) days after commencement thereof, then the parties will resolve such Dispute under the provisions of this subsection (c). Any unresolved Dispute shall be settled by binding arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration in effect on the date of the referral of such dispute to arbitration by three (3) independent and impartial arbitrators, none of whom shall be appointed by either party, provided however, at least one (1) arbitrator shall be a retired judge (collectively, the "Arbitrators"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. (S)1-16 (the "Federal Arbitration Act") to the exclusion of state laws inconsistent therewith and judgment upon the award rendered by the Arbitrators may be entered by any court having jurisdiction thereof. The Arbitrators are not empowered to award a monetary amount in excess of compensatory damages sufficient to reimburse fully and make whole the prevailing party for all direct, out-of-pocket costs and expenses, including reasonable attorney's fees, incurred by the prevailing party, it being understood that the prevailing party shall also be entitled to reimbursement for additional direct, out-of-pocket costs and expenses, including reasonable attorneys' fees, that must be incurred by such prevailing party after the date of the Arbitrators' award on account of the same set of facts and circumstances giving rise to that award. Each party hereby irrevocably waives the right to recover any excess monetary damages with respect to disputes resolved by arbitration herein. Either party shall have the right to seek, at its own cost and expense, preliminary and temporary injunctive relief solely to preserve the status quo of the parties, pending the Arbitrators' determination. The following procedures shall apply:

(i) unless the parties agree otherwise, the place of arbitration shall be in Pittsburgh, Pennsylvania if the arbitration is initiated by Apogee and Minneapolis, Minnesota if the arbitration is initiated by PPG;

(ii) the parties may review and delete potential Arbitrators from the panel list before final selection of the arbitration panel is made from such list;

(iii) prior to the actual arbitration hearing, each party shall provide the Arbitrators, in writing, with the exact ruling (monetary and/or otherwise) that it seeks the Arbitrators to render on its behalf;

(iv) the Arbitrators, acting by at least a two (2) to one (1) majority determination, must render their decision in favor of one party or the other in the exact form of the ruling requested by the prevailing party;

(v) the Arbitrators must determine the prevailing party by interpreting the meaning and intent of the language of the Agreement, applying the applicable law to the relevant facts and picking the arbitration ruling proposed by the party that most closely correlates to their decision based upon the Agreement, the applicable law and the relevant facts;

(vi) the losing party shall pay all costs, fees and expenses of the Arbitrators and the arbitration process charged to the parties. This does not include the cost of attorneys' fees, travel costs, preparation time or other costs incurred by the parties or their witnesses, including experts, which costs shall be paid by the party incurring them;

(vii) except as provided in the Federal Arbitration Act, the decision of the Arbitrators is final and binding on the parties, and no appeal of any kind may be taken;

(viii) unless otherwise provided in the Agreement, the statute of limitations of the State of Delaware applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by subsection (b) of this Section 13.11; and

(ix) in the event of any inconsistency or conflict between this subsection (c) of Section 13.11 and the applicable CPR Rules for Non-Administered Arbitration, this subsection (c) of Section 13.11 shall govern and control.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date and year first above written.

APOGEE ENTERPRISES, INC.

By: /s/ Robert G. Barbieri

Name: Robert G. Barbieri
Title: Chief Financial Officer

THE GLASS DEPOT, INC.

By: /s/ Robert G. Barbieri

Name: Robert G. Barbieri
Title: Chief Financial Officer

THE GLASS DEPOT OF NEW YORK, INC.

By: /s/ Robert G. Barbieri

Name: Robert G. Barbieri
Title: Chief Financial Officer

HARMON GLASS COMPANY

By: /s/ Robert G. Barbieri

Name: Robert G. Barbieri

AMERICAN MANAGEMENT GROUP

By: /s/ Robert G. Barbieri

Name: Robert G. Barbieri
Title: Chief Financial Officer

DOVER GLASS COMPANY

By: /s/ Robert G. Barbieri

Name: Robert G. Barbieri
Title: Chief Financial Officer

PPG INDUSTRIES, INC.

By: /s/ Garry A. Goudy

Name: Garry A. Goudy
Title: Vice President, ARG

PPG AUTOGLASS, LLC

By: /s/ Mark J. Orcutt

Name: Mark J. Orcutt
Title: President

EXHIBIT 10.2

PPG AUTO GLASS, LLC

LIMITED LIABILITY COMPANY AGREEMENT

June 13, 2000

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LIMITED LIABILITY COMPANY AGREEMENT
OF
PPG AUTO GLASS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT made and entered into as of this 13/th/ day of June, 2000, by and between the Persons (as defined in Article II) named on Schedule A attached hereto (hereinafter, such Persons are referred to collectively as the "Members" and individually as a "Member");

WHEREAS, the undersigned will constitute all of the initial Members of PPG Auto Glass, LLC, a Delaware limited company (the "Company") upon the first day of the commencement of the Company's operations;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Members, intending to be legally bound, agree as follows:

Article I.
General

The parties hereto hereby agree that this Agreement constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Delaware Limited Liability Company Act, as amended (the "Act"), and hereby adopt, approve and ratify the execution and filing in the office of the Secretary of State of the State of Delaware of the certificate of formation of the Company by Joseph W. Wirth, an individual resident of the State of Minnesota, on June 12, 2000 (the "Certificate of Formation") in the form attached hereto as Exhibit 1 and acknowledge, approve and ratify his designation as an "authorized person" of the Company in the Certificate of Formation as contemplated by Section 18-201(a) of the Act. The parties agree that the Agreement shall be effective as of the Closing (as defined herein) and that they shall comply with the provisions and requirements of the Act and that the Act shall govern the rights, duties and obligations of the Members, except as otherwise expressly stated herein.

Section 1.1. Name. The name of the Company shall be, and the business shall be conducted, upon the Closing under the name of, "PPG Auto Glass, LLC."

Section 1.2. Principal Place of Business. The location of the principal place of business of the Company shall be Pittsburgh, Pennsylvania or such other place as the Board of Managers (as defined in Article II) may from time to time determine (the "Principal Office").

Section 1.3. Names and Addresses of Members. The names and addresses of the Members are as set forth in Schedule A hereto.

Section 1.4. Term of Existence. The Company shall be formed as of the time of the filing of the Certificate of Formation in the Office of the Secretary of State of Delaware and its term of existence shall be perpetual, unless earlier terminated, dissolved or liquidated in accordance with the provisions of this Agreement.

Section 1.5. Agent for Service of Process. The name and address of the agent for service of process is, until changed by the Board of Managers, The Corporation Trust Company, located at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

Section 1.6. Duties of Members. The only duties of the Members to the Company or to each other in respect of the Company shall be those established in this Agreement, and there shall be no other express or implied duties of the Members to the Company or to each other in respect of the Company.

Section 1.7. Duties of Managers. Each Manager (as defined in Article II) shall owe duties of care and loyalty to the Company and the Members. A Manager shall not be personally liable to the Company or the Members for monetary damages for breach of fiduciary duty as a Manager except (a) for any breach of the Manager's duty of loyalty to the Company or the Members; (b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; or (c) for any transaction from which such Manager derived an improper personal benefit.

Article II.
Definitions

Unless the context otherwise specifies or requires, the terms defined in this Article II shall, for the purposes of this Agreement, have the meanings herein specified. Certain other capitalized terms used herein are defined elsewhere in the Agreement.

"Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Affiliate" means, when used with reference to a specified Person, (i) any Person that directly or indirectly through one or more intermediaries Controls or is Controlled by or is under common Control with the specified Person, (ii) any Person that is an officer, partner or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person or of which the specified Person has a substantial beneficial interest, and (iv) any relative or spouse of the specified Person.

"Affiliated Group Subsidiary" shall mean, with respect to any person, any Person, any other Person of which such first Person owns, either directly or through its Subsidiaries or Affiliates, more than 50% of (i)the total combined voting power of all classes of voting securities of such second Person, (ii) the capital or profit interests therein, or (iii) otherwise has the power to elect a majority of the board of directors, managers or trustees or similar managing body.

"Agreement" means this Limited Liability Company Agreement, as it may be amended or supplemented from time to time.

"Apogee" means Apogee Enterprises, Inc.

"Board of Managers" means the Board of Managers of the Company established pursuant to Article VI hereof.

"Board Supermajority" means at least 80% of the members of the Board of Managers; provided, that a Board Supermajority shall in all instances include at least one Manager designated by Apogee and one Manager designated by PPG.

"Capital Account" is defined in Section 11.8 hereof.

"Capital Contribution" means the amount of money or the value of the property (as agreed by the Members as of the date of contribution) contributed to the Company by any Member, either pursuant to the Contribution Agreement or otherwise.

"Capital Expenditures" means for any period, the sum, without duplication, of: (i) the aggregate amount of all expenditures of the Company for fixed or capital assets made during such period which, in accordance with GAAP, would be classified as capital expenditures, (ii) the aggregate amount of all capitalized lease liabilities, as determined in accordance with GAAP, incurred during such period; and (iii) the purchase price for all acquisitions.

"Capital Expenditure Budget" means the annual budget with respect to Capital Expenditures to be approved by the Board of Managers on an annual basis, which budget will be included within the Operating Budget.

"Chair" is defined in Section 7.4 hereof.

"Change in Control" with respect to any entity means:

(a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) who did not own shares of the capital stock of such entity on the date hereof becomes the "Beneficial Owner" (as such term is defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of such entity representing 50% or more of the combined voting power of such entity's then outstanding securities; or

(b) 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 such entity is then subject to such reporting requirements including, without limitation, any of the following events:

(i) the consummation of any consolidation, combination or merger of such entity in which such entity is not the continuing or surviving corporation or pursuant to which shares of such entity's common stock would be converted into cash, securities, or other property, other than a merger of such entity in which the holders of such entity's common stock immediately prior to the consolidation, combination or merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger;

(ii) 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 such entity, or

(iii) a corporate spin-off or spin-out or other similar Reorganization transaction;

provided, however, that, if any of the foregoing transactions is consummated with a Permitted Transferee, such transaction shall not be deemed to be a Change in Control transaction for purposes of Article XIV hereof.

"Chief Financial Officer" is defined in Section 7.6 hereof.

"Closing" means the first day of the commencement of the business operations of the Company in connection with the consummation of the transactions contemplated by the Contribution Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. Any reference in this Agreement to a Section of the Code or the Treasury Regulations shall be considered also to include any subsequent amendment or replacement of that Section.

"Company" means PPG Auto Glass, LLC, the Delaware limited liability company formed pursuant to the filing of the Certificate of Formation in Delaware and the terms of this Agreement.

"Confidential Information" means information disclosed to a Member or known by a Member as a consequence of, or through his relationship with, the Company, about the customers, suppliers, employees (including compensation paid to employees or other terms of employment), operations, processes, products, inventions, business methods, principals, marketing methods, costs, prices, contractual relationships, regulatory status, trade secrets, public relations methods, organization, procedures or finances, including, without limitation, information of or relating to customer lists of the Company and its Subsidiaries.

"Contribution Agreement" means that certain Contribution and Assumption Agreement by and among PPG Auto Glass LLC, Apogee Enterprises, Inc. and PPG Industries, Inc. dated as of the date hereof.

"Control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

"Debt/Cap. Ratio" means, as of any date, the outstanding principal under the Company's then-current credit facility divided by the total capitalization of the Company as it appears on the Company's most recent month-end balance sheet, without giving effect to any Basket Loans outstanding.

"Defined Benefit Plans" means the tax qualified and non-qualified defined benefit pension plans sponsored by the Company which were created pursuant to the Contribution Agreement as result of contributions by PPG, other than the Money Purchase Plan for union employees at Location 384 (South Bend) and Location 207 (Fenton).

"EBIT" means the Company's consolidated earnings before interest and taxes, as determined from the financial statements of the Company, prepared in accordance with Section 10.4 hereof, for the relevant period.

"EBITDA" means the Company's consolidated earnings before interest, taxes, depreciation and amortization, as determined from the financial statements of the Company, prepared in accordance with Section 10.4 hereof, for the relevant period.

"Equity Percentage" means the percentage of the outstanding equity interest of the Company held by a Member at any date; as of the date hereof, Equity Percentage for any Member means the percentage set forth for such Member on Schedule A attached hereto. The Equity Percentage of a Member shall not change except as specifically contemplated by this Agreement. The Equity Percentage of a Member shall not be affected by changes in the Capital Account amounts.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fiscal Year" means the twelve (12) month accounting period of the Company ending on December 31 of each year, or such other date as the Board of Managers may determine from time to time.

"Manager" is defined in Section 6.3 hereof.

"Membership Interest" means the entire Equity Percentage interest of a Member in the Company at any particular time, including, without limitation, the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under law, together with the obligations of such Member to comply with all of the terms and provisions set forth in this Agreement and under law.

"Members" means the Persons executing this Agreement from the Closing until they cease to be Members and the Persons that are hereafter admitted to the Company as Members in accordance with this Agreement, it being understood that the Persons executing this Agreement shall only become Members upon making their initial Capital Contributions as contemplated by the Contribution Agreement in connection with the Closing.

"Member Special Vote" means 100% of the Equity Percentage of all Members.

"Minority Member" means the Member having a Membership Interest representing less than a 50% Equity Percentage.

"Named Officers" is defined in Section 7.1 hereof.

"Net Cash Flow" means the cash proceeds from Company operations including sales and dispositions of property, changes in working capital, dividends, interest and royalties, if any, less cash used for (i) operating expenditures (including supply and inventory purchases), (ii) Capital Expenditures, and (iii) payment of scheduled, mandatory principal and/or interest payments coming due under the Company's then-current credit facility. Net Cash Flow shall not be reduced or increased by any amounts received or owed by the Company in connection with any transaction pursuant to Section 13.2 (Basket Transactions) or any amounts received or owed by the Company in connection with the Defined Benefit Plans of the Company.

"Nonsolicitation Period" means the period commencing on the Closing and ending on the date on which the Member in question no longer has a Membership Interest.

"Operating Budget" is defined in Section 10.3 hereof.

"Permitted Transferee" shall mean, with respect to any specified Person, a Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with, such specified Person, including, without limitation, each Affiliated Group Subsidiary of such Person, at the time at which the determination of affiliation is being made.

"Person" means any natural person, corporation, limited liability company, association, partnership (whether general or limited), joint venture, proprietorship, governmental agency, trust, estate, association, custodian, nominee or any other individual or entity, whether acting in an individual, fiduciary, representative or other capacity.

"PPG" means PPG Industries, Inc.

"PPG Funding Account" means a special bookkeeping account of the Company established for the purpose of funding the Defined Benefit Plans of the Company.

"President" is defined in Section 7.5 hereof.

"Principal Office" is defined in Section 1.2 hereof.

"Profits" or "Losses" mean, for each Fiscal Year, (a) for tax purposes, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the adjustments indicated in the Tax Matters Exhibit, (b) for Capital Account maintenance purposes, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 704 and the regulations thereunder, with the adjustments indicated in the Tax Matters Exhibit, and (c) for financial reporting purposes, an amount equal to the Company's income or loss for such year or period, determined in accordance with the accounting principles of US GAAP.

"Reorganization" means (a) any consolidation, combination or merger of the Company with or into any other Person, whether or not the Company is the surviving entity, (b) any sale, exchange or other transaction pursuant to which outstanding Membership Interests are converted into other securities, property or money or (c) any sale, transfer or other disposition of all or substantially all of the Company's assets in a single transaction or a series of related transactions. A dissolution or liquidation of the Company pursuant to Article XV hereof will not constitute a "Reorganization" within the meaning of this Agreement.

"Secretary" is defined in Section 7.7 hereof.

"Special Capital Contributions" means a contribution to the capital of the Company pursuant to Section 11.3 hereof to fund an expenditure which shall be charged solely to the Capital Account of the Member making the Special Capital Contribution.

"Strategic Plan" is defined in Section 10.2.

"Strategy Value" means the value of the Company determined by making a three (3) year discounted cash flow analysis (without including any terminal value and prior to the payment of any dividends to the Members), using PPG's then-current cost of capital (which, as of the date hereof, is 12.5% per year). In determining the Strategy Value, the calculation methodology and the weighted average cost of capital rate shall be consistent when calculating the percentage deviation between year over year Strategy Values.

"Subsidiary" means any other Person (i) whose securities having a majority of the general voting power in electing the board of directors or equivalent governing body of such other Person (excluding securities entitled to vote only upon the failure to pay dividends thereon

or the occurrence of other contingencies) are, at the time as of which any determination is being made, owned by such Person either directly or indirectly through one or more other entities constituting Subsidiaries or (ii) more than a 50% interest in the profits or capital of whom is, at the time as of which any determination is being made, owned by such Person either directly or indirectly through one or more other entities constituting Subsidiaries.

"Tax Matters Exhibit" means Exhibit 2 to this Agreement.

"Transfer" means the sale, assignment, transfer, conveyance, withdrawal, mortgage, pledge, hypothecation, exchange or other disposition of (including through any merger, share exchange or consolidation) any part or all of a Member's Membership Interest, whether or not for value and whether such disposition is voluntary, involuntary, by operation of law or otherwise.

"Treasury Regulations" or "Treas. Reg." refers to the regulations promulgated by the United States Treasury Department under the Code.

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Article III.
Purpose and Character of the Business

The purpose and character of the business of the Company shall be to purchase, market and sell automotive glass parts and related supplies for sale to wholesalers and retail automotive glass retailers located primarily in the United States, to undertake commercial business activities that are directly related to or in support of such business, and to undertake and carry on any other lawful business, purpose or activity permitted under the Act and approved by a Member Special Vote.

Article IV.
Members

Section 4.1. Place and Time of Meetings. Meetings of the Members may be held at such place and at such time as may be designated by the Board of Managers, but only for the purposes as provided for in Section 4.3 or as otherwise requested by all Members in writing.

In the absence of a designation of place, meetings shall be held at the Principal Office. In the absence of a designation of time, meetings shall be held at 10:00 a.m. Any or all Members may participate in any meeting of Members by any means of conference communication through which all Members may simultaneously hear each other during such meeting. For the purposes of establishing a quorum and taking any action at the meeting, Members participating pursuant to this provision shall be deemed present in person at the meeting, and the place of the meeting shall be the place of origination of the conference communication.

Section 4.2. No Annual Meetings. There shall be no requirement for the Members to hold, and the Members shall not hold, annual meetings, whether for the appointment of Managers or for the transaction of any other business as may otherwise properly come before such a meeting.

Section 4.3. Meetings. Meetings of the Members shall be held only for the purposes set forth in Section 4.8 hereof or as may otherwise hereafter be required by the Act. Any action required by the Members under the Act shall conform as closely as possible to the intent of the Members as reflected by the specific terms of this Agreement. Meetings shall be called by the Secretary at the written demand of (a) a majority of all Managers, (b) the Chair or (c) Members holding an Equity Percentage of at least 25%. Such demand shall state the purpose or purposes of the proposed meeting. Within ten days after the Secretary shall receive a proper demand to call a meeting, he or she shall cause a meeting to be duly called on a business day determined by the Secretary at least twenty (20) days after, and within sixty (60) days of, the date of receipt of such request. Business transacted at any special meeting shall be limited to the purpose or purposes stated in the demand.

Section 4.4. Quorum, Adjourned Meetings. Members holding an Equity Percentage of at least 80% shall constitute a quorum for the transaction of business at any meeting of the Members for a purpose set forth in Section 4.8 hereof; with respect to any other meeting of the Members for a different purpose, if any, that is then required by the Act, Members holding an Equity Percentage of at least 51%, or such higher percentage as may be required by the Act, shall constitute a quorum for such meeting. If a quorum is not present at a meeting, the Members present and entitled to vote shall adjourn to such day as they shall agree upon by a vote of the majority in voting interest present and entitled to vote. Notice of any adjourned meeting need not be given to any Member present at such adjourned meeting if the date, time and place thereof are announced at the meeting at which the adjournment is taken. At adjourned meetings at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed. If a quorum is present, the Members may continue to transact business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum. If no quorum is present at two (2) consecutive meetings with respect to the same Member Special Vote matter, the party requesting the meeting may refer the Member Special Vote matter to a dispute resolution under Section 19.15, as if such matter had been presented for a vote.

Section 4.5. Organization. At each meeting of the Members, the Chair or, in his or her absence, the Person chosen to act as Chair by a majority in voting interest of the

Members present and entitled to vote, shall act as Chair; and the Secretary or, in his or her absence, any person whom the Chair of the meeting shall appoint, shall act as Secretary of the meeting.

Section 4.6. Order of Business. The order of business at each meeting of the Members shall be determined by the Chair of the meeting, but such order of business may be changed by the vote of 100% in voting interest of the Members present and entitled to vote.

Section 4.7. Voting. Subject to any different voting rights that may be established for any Members after the date hereof, each Member entitled to vote at a meeting of Members or entitled to express consent in writing to action without a meeting shall have voting rights equal to the Equity Percentage held by such Member on the record date set for such meeting (or, if no record date has been set, the date of the meeting), determined on the books of the Company. All questions at a meeting of the Members shall be decided by the vote of the outstanding Equity Percentages of all Members required by Section 4.8 hereof or the Act, as applicable.

Section 4.8. Certain Actions. The following actions shall require the approval or authorization of a Member Special Vote:

(a) The approval of any Reorganization;

(b) The authorization or issuance of any equity interests of any kind in the Company in addition to the equity interests held by Apogee and PPG on the date hereof, pursuant to Section 5.2 hereof;

(c) The amendment of any Article, Section or term of this Agreement or of the Certificate of Formation, pursuant to Article XVI hereof;

(d) The authorization of the Company to undertake activities in addition to those specifically identified in Article III hereof;

(e) The authorization of admission of new Members, and any changes in rights of Members related to the Equity Percentages, pursuant to Section 5.1 hereof;

(f) Any change in the size of the Board of Managers, pursuant to Section 6.3 hereof;

(g) The authorization of additional Capital Contributions of Members, pursuant to Section 11.2 hereof;

(h) The authorization of any federal or state bankruptcy or similar proceeding, pursuant to Article XVII hereof;

(i) Any modification to the Channel Conflict procedures, as contemplated by Section 19.1 (a) hereof and the CCD;

(j) The acquisition by the Company of assets in excess of 20% of the book value of the Company; and

(k) The disposition of assets by the Company in excess of 20% of the book value of the Company.

Section 4.9. Notices of Meetings. Every Member shall furnish the Secretary with a post office address at which notices of meetings and requests for consents to action without a meeting and all other communications may be mailed to him, her or it. A written notice of each meeting of Members shall be given not less than twenty (20) nor more than sixty (60) days before the date of such meeting to each Member by delivering such notice to him, her or it personally or depositing the same in the United States mail, postage prepaid, directed to him, her or it at the post office address shown upon the records of the Company. Service of notice is complete upon mailing. Personal delivery to any officer of a corporation or association or to any member of a partnership, in each case, previously designated by such Member to receive such notices, is delivery to such corporation, association or partnership. Every notice of a meeting of Members shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called.

Section 4.10. Proxies. Each Member entitled to vote at a meeting of Members or consent to action without a meeting may authorize another Person or Persons to act for him, her or it by proxy by an instrument executed in writing and filed with the Secretary. A Member may submit such instrument by telegram, cablegram, facsimile or other means of electronic transmission setting forth or submitted with information sufficient to determine that such Member authorized such transmission. Any copy, facsimile, telecommunication or other reproduction of the original of either the writing or transmission may be used in lieu of the original, provided, that it is a complete and legible reproduction of the entire original. If any such instrument designates two (2) or more Persons to act as proxies, any proxy may exercise all of the powers conferred by such written instrument unless the instrument shall otherwise provide. No proxy shall be valid for more than one (1) year from the date of its execution. Subject to the above, any proxy may be revoked if an instrument revoking such proxy or a proxy bearing a later date is filed with the Secretary.

Section 4.11. Waiver of Notice. Notice of any meeting may be waived either before, at or after such meeting in writing signed by the Member entitled to the notice. Attendance by a Member at a meeting shall constitute a waiver of notice of such meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 4.12. Written Action. Any action that may be taken at a meeting of the Members may be taken without a meeting if done in writing and signed by all of the Members.

Article V.
New Members; Additional Equity Interests; Securities

Section 5.1. Admission of New Members. The Members, by a Member Special Vote, may from time to time admit additional Members to the Company. All Members shall be required to have an interest in the Company represented by its Equity Percentage. Unless otherwise authorized by the Members by a Member Special Vote in accordance with this Article V, all Members shall hold equity interests in the Company that are entitled to vote and otherwise have equal rights and preferences, in accordance with the percentage of Equity Percentage so held, in all matters, and the Profits or Losses, subject to Regulatory Allocations, and distributions of cash or other assets, of the Company shall be allocated among the Members of the Company in proportion to the Equity Percentages held by the Members. The Members, by vote of not less than a Member Special Vote, may fix (i) the relative rights and preferences of different classes and series of equity interests in the Company and (ii) may authorize the issuance of securities convertible into, or exchangeable for, and options, warrants and rights to purchase, such equity interests.

Section 5.2. Issuance of Additional Equity Interests. The Members, by a Member Special Vote, may issue additional equity interests in the Company from time to time to existing or new Members. Such equity interests may be issued for any consideration, including, without limitation, cash or other property, tangible or intangible, received or to be received by the Company or services rendered or to be rendered to the Company. At the time of authorization of the issuance of additional equity interests, the Members shall state, by resolution, their determination of the fair value to the Company in monetary terms of any consideration other than cash for which such equity interests are to be issued.

Article VI.
Management and Operation of Company Business

Section 6.1. Authority of the Members. Except as otherwise expressly provided herein, no Member shall have any authority to act for, or to assume any obligations or responsibility on behalf of, or bind any other Member or the Company. Each of the Members represents, warrants and agrees that it shall disclose in writing to all third parties with whom such Member is in contact concerning the affairs or the business of the Company that such Member does not have any authority to act for, or to assume any obligations or responsibilities on behalf of, the Company unless expressly authorized by the Board of Managers.

Section 6.2. Board of Managers. The business and affairs of the Company shall be managed by or under the authority of the Board of Managers, except as otherwise required by the Act or this Agreement.

Section 6.3. Number, Qualification; Term of Office; Vote. The Board of Managers shall initially consist of five (5) members, of which two (2) shall be designated by Apogee and three (3) shall be designated by PPG (each a "Manager"). The size of the Board of Managers may be changed only by a Member Special Vote and the number of Managers designated by a Member shall be in the same proportion as such Member's initial number of designees bears to the initial size of the Board of Managers until such time as a Member's Equity Percentage (determined as of any fiscal year-end of the Company) represents less than 50% of the initial Equity Percentage of such Member; when such event occurs, the size of the Board of Managers and number of designees assignable to each Member shall be adjusted to reflect, as accurately as reasonable under the circumstances, such Member's then-current Equity Percentage. Subject to the preceding sentence, each of Apogee and PPG (and any new, additional Member which is entitled to designate a Manager) may designate a replacement representative at any time and from time to time for any one or more of the Managers it or they have designated by giving written notice of such replacement to the Company and the other Managers, which replacement shall be effective upon the giving of such notice. Each Manager shall have one vote with respect to all matters to come before the Board of Managers.

Section 6.4. Initial Board. Upon the Closing, the initial Board of Managers shall be comprised of two (2) Apogee designees and three (3) PPG designees, to be designated in writing by each designating party to the other party prior to the Closing.

Section 6.5. Place of Meetings. Meetings of the Board of Managers shall be held at the Principal Office of the Company or at such other place as may be agreed by the members of such Board from time to time.

Section 6.6. Meetings. A meeting of the Board of Managers may be called for any purpose or purposes at any time by the Chair or by any Member who holds an Equity Percentage of at least 25% and who shall demand such meeting by written notice given to the Chair specifying the purposes of such meeting. There shall be at least one regular meeting of the Board of Managers in each Fiscal Year.

Section 6.7. Meetings Held Upon Member Demand. Within ten (10) business days after the Chair receives a valid demand for a meeting of the Board of Managers from a Member, it shall be the duty of the Chair to cause a special or regular meeting of the Board of Managers, as the case may be, to be duly called and held on notice no less than ten business days and no later than twenty (20) business days after receipt of such demand. If the Chair fails to cause such a meeting to be called and held as required by this Section 6.7, the Member or Members making the demand may call the meeting by giving notice as provided in Section 6.9 at the expense of the Company.

Section 6.8. Adjournments. Any meeting of the Board of Managers may be adjourned from time to time to another date, time and place. If any meeting of the Board of Managers is so adjourned, no notice as to such adjourned meeting need be given to the Managers present if the date, time and place at which the meeting will be reconvened are announced at the time of adjournment.

Section 6.9. Notice of Meetings. Unless otherwise required by law, written notice of each meeting of the Board of Managers, stating the date, time and place and, in the case of a special meeting, the purpose or purposes, shall be given at least ten (10) days and not more than twenty (20) business days prior to the meeting to every member of the Board of Managers. A Manager may waive notice of the date, time, place and purpose or purposes of a meeting of the Board of Managers. A waiver of notice is effective whether given before, at or after the meeting, and whether given in writing, orally or by attendance. Attendance by a Manager at a meeting is a waiver of notice of that meeting, unless the Manager objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 6.10. Quorum. A majority of the Managers shall constitute a quorum for the transaction of business at each meeting of the Board of Managers.

Section 6.11. Absent Members. A Manager may give advance written consent or opposition to a proposal to be acted on at a meeting of the Board of Managers. If such Manager is not present at the meeting, such consent or opposition to a proposal does not constitute presence for purposes of determining the existence of a quorum, but such consent or opposition shall be counted as a vote in favor of or against the proposal and shall be entered in the minutes or other record of action at the meeting, if the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the Manager has consented or objected.

Section 6.12. Conference Communications. Any or all of the Managers may participate in any meeting of the Board of Managers, or of any duly constituted committee thereof, by any means of communication through which such members may simultaneously hear each other during such meeting. For the purposes of establishing a quorum and taking any action at the meeting, Managers participating pursuant to this Section 6.12 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 6.13. Removal. Any Manager may be removed from office at any time, with or without cause, but only by the Member that designated such Manager.

Section 6.14. Acts of Managers. Except as otherwise provided in Section 6.15 hereof, the Board of Managers shall take action by the affirmative vote of a majority of the total number of Managers present and eligible to vote at a meeting of Managers duly noticed and held and at which a quorum of Managers is present, and any such act shall be deemed to be the action of the Board of Managers for all purposes of this Agreement and the Act.

Section 6.15. Certain Actions. The following actions shall require the approval or authorization of a Board Supermajority:

(a) Transaction of any business outside the scope specified in Article III;

(b) The approval of the Operating Budget (including the Capital Expenditures Budget) for the Company's first year of operations (to be agreed by the Members prior to the Closing and included in the records of the Company); thereafter the approval of each Operating Budget that reflects a projected level of EBIT that is 15% or more below the actual EBIT results for the immediately prior Fiscal Year;

(c) The approval of the Strategic Plan for the Company's first year of operations (to be agreed by the Members prior to the Closing and included in the records of the Company); thereafter the approval of each Strategic Plan that contemplates a 20% or more deviation in the Company's Strategy Value from the Strategy Value set forth in the most recent Strategic Plan previously approved by the Board in accordance with Article VI of this Agreement and, if applicable, this Section 6.15;

(d) Except as provided for in Section 13.2, the entering into of any revolving credit agreement or other agreement for borrowed money other than (i) the initial credit facility agreed to by the Members as of the Closing (the "Initial Facility") or (ii) amendments or replacements to the Initial Facility that (A) do not contain terms (other than interest rate terms) less favorable to the Company than those contained in the Initial Facility; the parties acknowledging, however, that any such interest rate provisions shall be on terms that are then currently available from independent third party lenders for a borrower with a credit rating equivalent to that of the Company at the time at which the Company is seeking the proposed amendment or replacement facility, (B) do not result in the Company's debt-to-capitalization ratio exceeding 25%, and (C) would not restrict in any manner or otherwise conflict with the ability of the Company to make the quarterly distributions to the Members as contemplated by the initial terms of Section 13.1 hereof;

(e) The granting of any lien, charge or encumbrance upon any of the Company's assets except as granted in the ordinary course of business of the Company;

(f) The approval of the compensation terms (including salary and bonus) for officers of the Company and approval of the initial incentive compensation program for officers of the Company (the "Bonus Program") and the base salary rate for officers of the Company (the "Salary Scale"), but only if such terms exceed the then applicable Hay Group parameters in effect at the time for PPG employees within an applicable grade level;

(g) The approval of the initial set of benefit plans or arrangements to be offered by the Company, any material changes to any such plan or arrangement, and new benefit plans or arrangements proposed to be adopted thereafter, excepting the Defined Benefit Plans of the Company;

(h) The initial appointment (or any change thereto) of the certified public accountants for the Company; provided that, so long as the Company has
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retained the independent auditors of either PPG or Apogee, no Board Supermajority vote shall be required;

(i) The initial approval (or any change thereto) of the principal outside corporate counsel for the Company; provided that, so long as PPG's Equity Percentage exceeds 50%, the Company may use the services of PPG's internal corporate counsel to handle routine, day-to-day matters as to which the Members' interests are aligned, and the Company shall reimburse PPG for the reasonable costs of such services pursuant to a services agreement entered into prior to the Closing;

(j) Any amendment of any definitive agreement entered into on or prior to the Closing to which the Company and either Member (or affiliate of such Member) are parties (collectively, the "Closing Agreements");

(k) The making of any investments in equity or debt securities of any Person other than in cash and cash equivalents for cash management purposes or otherwise in the ordinary course of business of the Company;

(l) The entering into of any transactions with Affiliates of either of the Members, other than those transactions contemplated by this Agreement and the Closing Agreements;

(m) The approval of a change to any of the Company's financial, accounting, environmental, health and safety, human resources or other policies (all of which, initially, shall be the same as the comparable policies of PPG applied to controlled subsidiaries of PPG) or any tax elections of the Company to the extent that such change would result in a material cost to the Company or either of the Members and is not compelled by changes to the comparable policies of PPG; provided that, if PPG's Equity Percentage is less than 50%, then the Company shall not be required to adopt or use PPG's comparable policies and a Board Supermajority approval shall be required for the approval of any change in such policies;

(n) Except as provided for in Section 13.2, the making of any distributions to the Members in an amount less than or greater than the distributions determined pursuant to Section 13.1 hereof;

(o) The authorization of the creation and/or delegation of authority and responsibility of any Board committee, or any modification thereto, pursuant to Section 6.18 hereof;

(p) The authorization of the designation or elimination of new officer positions for the Company, pursuant to Sections 7.1 and 7.2 hereof;

(q) The election of the President, the Chief Financial Officer and the Director of Human Resources, at such time as PPG's Equity Percentage is less than 50%, pursuant to Section 7.2 hereof.

(r) The authorization of certain elections with respect to tax allocations; pursuant to Section 12.5 hereof; and

(s) The authorization of changes that affect allocation of Profits and Losses to Members, pursuant to Section 12.6 hereof.

For purposes of this Agreement, the term "ordinary course of business" shall mean the ordinary course of business of the Company as conducted in accordance with the specific purpose set forth in Article III (as such Article may be amended from time to time by Special Member Vote) consistent with past practice. To the extent that the Company, from time to time, has any Subsidiaries, reference to the Company in this Section 6.15 shall be deemed to refer to the Company and its Subsidiaries.

Section 6.15A. Litigation Matters. All potential or actual litigation matters (e.g., legal claims, disputes or lawsuits) involving the Company that would result in a financial liability to the Company not covered by insurance in excess of $250,000, or that may otherwise have a material detrimental effect on the reputation of the Company shall be (i) referred to outside, reputable and experienced litigation counsel ("Trial Counsel") and (ii) presented for discussion to the Board of Managers, and no such matter shall be settled or otherwise finally resolved without the approval of the Board of Managers. The Board of Managers shall, in good faith, seek to resolve all such matters by Board Supermajority but, if unable to do so, shall be entitled to resolve by a majority vote pursuant to Section 6.14 hereof, so long as the Board of Managers acting by majority vote shall have voted to adopt the recommendation of Trial Counsel for such matter. If any such matter is resolved without a Board Supermajority or without the Board of Directors having adopted the recommendation of the Trial Counsel, and if a Minority Member represented on the Board does not agree with such resolution, such Member shall be entitled to notify the other Member or Members of its disagreement and such disagreement shall trigger the dispute resolution mechanisms set forth in Section 19.15 hereof.

Section 6.15B. Operating Policies. The Members agree that, so long as PPG's Equity Percentage exceeds 50%, the Company shall adopt the financial, accounting, environmental, health and safety, human resources and other, similar policies of PPG applicable to controlled subsidiaries of PPG and any modifications to such policies required to be made, from time to time thereafter, by PPG. In the event that any policy or modification would impose a material cost to any Member, and any Member objects thereto, such Member shall be entitled to notify the other Member or Members of its disagreement and such disagreement shall trigger the dispute resolution mechanisms set forth in Section 19.15 hereof.

Section 6.15C. Budget Preparation; Approvals and Delegation of Authority. The Members agree that, so long as PPG's Equity Percentage exceeds 50%, the Company shall adopt the budget preparation, approval of Capital Expenditures, approval of contracts, delegation of authority and similar policies of PPG as in effect from time to time. In the event that the Company does not follow such PPG policies, any Member shall be entitled to notify the other Member or Members of its disagreement and such disagreement shall trigger dispute resolution mechanisms set forth in Section 19.15 hereof.

Section 6.16. Written Action. Any action which might be taken at a meeting of the Board of Managers, or any duly constituted committee thereof, may be taken without a meeting if done in writing and signed by a number of the members of the Board of Managers, or committee members, whose approval would be sufficient to approve the action at a meeting at which all of the members of the Board of Managers (or such committee) were present; provided, that no such written action shall be valid unless signed by at least one Manager designated by Apogee and one Manager designated by PPG.

Section 6.17. Proxies. A Manager may cast or authorize the casting of a vote by filing a written appointment of a proxy with the Chair at or before the meeting at which the appointment is to be effective. The Manager may sign or authorize the written appointment by telegram, cablegram, facsimile or other means of electronic transmission setting forth or submitted with information sufficient to determine that the Manager authorized such transmission. Any copy, facsimile, telecommunication or other reproduction of the original of either the writing or transmission may be used in lieu of the original, provided, that it is a complete and legible reproduction of the entire original. Subject to the above, any proxy may be revoked if an instrument revoking such proxy or a proxy bearing a later date is filed by the Manager who originally delivered the proxy with the Chair. For the avoidance of doubt, the Members acknowledge that any Manager appointed by a Member who will not be attending a meeting of the Board of Managers shall be entitled to designate another Person (who shall be a natural Person) to act as a substitute Manager (with all powers of the absent Manager) on behalf of the absent, appointed Manager for such meeting.

Section 6.18. Committees.

(a) A resolution approved by a Board Supermajority may establish committees having the authority of the Board of Managers in the management of the business of the Company to the extent provided in the resolution. A committee shall consist of one or more Persons, who need not be members of the Board of Managers. Committees are subject to the direction and control of the Board of Managers, and vacancies in the membership thereof shall be filled by, a resolution approved by a Board Supermajority.

(b) A quorum for the transaction of business of a committee shall be the number provided for in the resolution approved by a Board Supermajority creating such committee.

Section 6.19. Compensation. Members of the Board of Managers shall not be compensated by the Company for serving in such capacity. The Company shall bear the travel and out-of-pocket expenses, if any, incurred by each Member's respective representatives in attending meetings of the Board of Managers.

Article VII.
Officers

Section 7.1. Number. The officers of the Company, all of whom shall be natural Persons, shall consist of a Chair, a President, a Chief Financial Officer, a Secretary, a Controller, and four (4) Regional Vice Presidents (the "Named Officers"), and any other officers and agents that may be designated from time to time by a vote of a Board Supermajority. The Members also expect the Company to hire a Human Resources Director and a Director of Material Management, neither of whom shall be deemed "Named Officers." Any natural Person may hold two (2) or more offices.

Section 7.2. Election, Term of Office and Qualifications. At each annual meeting of the Board of Managers, all officers shall be elected. Such officers shall hold office until the next annual meeting of the Board of Managers or until their successors are elected and qualified, or until such office is eliminated by amendment of this Agreement, in the case of the Named Officers, or a vote of a Board Supermajority, in the case of officers other than Named Officers. An officer who is a Manager shall hold office until the election and qualification of his or her successor even though he or she may cease to be a Manager. So long as PPG's Equity Percentage exceeds 50%, the President, the Chief Financial Officer and the Director of Human Resources shall be elected by the Managers designated by PPG. At such time as PPG no longer holds such Equity Percentage, such officers shall be elected by a Board Supermajority Vote. The Controller shall be elected by the Managers designated by Apogee. During the first five (5) years of the Company's operations, two (2) Regional Vice Presidents shall be elected by the Managers designated by PPG, and two (2) Regional Vice Presidents and the Director of Material Management shall be elected by the Managers designated by Apogee; thereafter, such officers shall be elected by a majority of the Board of Managers. Notwithstanding the foregoing, the initial Members agree that one of PPG's two (2) elected Regional Vice President, Glenn N. Hartman, may be designated by PPG for a period ending in November 2005, so long as its initial designee for that position is still employed in that position for such period.

Section 7.3. Removal and Vacancies. Any officer, other than the Controller, may be removed from office with or without cause upon a vote of a majority of the Board of Managers; the Controller may be removed from office with or without cause upon a vote of a majority of the Board of Managers provided that (i) the Board of Managers shall provide the Controller and Apogee with written notice specifying the reasons for the Board's decision and reasonable opportunity to cure the issues or problems specified in the notice (unless the reason provided by the Board of Managers is a finding by the Board of Managers that cause exists to terminate the Controller such that providing an opportunity to cure would cause harm to the Company) and (ii) if the problem asserted by the Board of Managers is not cured to the satisfaction of the Board of Managers (or is not curable on account of a finding of cause) and a majority of the Board of Managers continues to desire to terminate the Controller, the Board of Managers shall convene a special meeting at which the Controller and his or her counsel and counsel for Apogee will be afforded an opportunity to address the entire Board with respect to any issues or questions they may have regarding the reasons and basis for the termination. Such removal shall be without prejudice to the contract rights of the person so removed. A vacancy among the Named Officers, the other officers specifically identified in Section 7.2, and all other Company officers, if any, due to death, resignation, removal or otherwise shall be filled for the

unexpired term by the Board of Managers in accordance with the provisions of Section 7.2 hereof, unless such office is eliminated.

Section 7.4. Chair. The Chair shall preside at all meetings of the Members and Managers and shall have such other duties as may be prescribed, from time to time, by the Board of Managers. The Chair shall be a Manager and shall be elected by the Board of Managers.

Section 7.5. President.

(a) Day-to-Day Operations. The Company shall be managed by a President. The Board of Managers delegates to the President the authority to oversee and supervise the Company's business. Except as otherwise provided in this Agreement, the President shall be authorized to determine all questions relating to the day-to-day conduct, operation and management of the business of the Company. The President shall be responsible to the Board of Managers.

(b) General. The President shall be entitled to delegate such part of his or her duties as he or she may deem reasonable or necessary in the conduct of the business of the Company to one or more employees of the Company, who shall each have such duties and authority as shall be determined from time to time by the President or as may be set forth in any agreement between such employee and the Company.

(c) Identity and Compensation. So long as PPG's Equity Percentage exceeds 50%, the President shall be an employee of PPG. The President shall receive such compensation as may be determined from time to time by the Board of Managers in accordance with Article VI of this Agreement and, if applicable, Section 6.15 hereof.

Section 7.6. Chief Financial Officer. So long as PPG's Equity Percentage is in excess of 50%, the Chief Financial Officer shall be an employee of PPG. The Chief Financial Officer shall keep or cause to be kept accurate accounts of all moneys of the Company received or disbursed. He or she shall deposit or cause to be deposited all moneys, drafts and checks in the name of and to the credit of the Company in such banks and depositories as the Board of Managers shall from time to time designate. He or she shall have power to endorse or cause to be endorsed for deposit or collection all notes, checks and drafts received by the Company. He or she shall disburse or cause to be disbursed the funds of the Company as ordered by the President, making proper vouchers therefor. He or she shall render to the Board of Managers or any Member whenever required or requested an account of all his or her transactions as Chief Financial Officer and of the financial condition of the Company and shall perform such other duties as may from time to time be prescribed by the Board of Managers.

Section 7.7. Secretary. The Secretary shall be secretary of and shall attend all meetings of the Members and Board of Managers and shall record all proceedings of such meetings in the minute book of the Company. He or she shall give proper notice of meetings of Members and the Board of Managers. He or she shall perform such other duties as may from time to time be prescribed by the Board of Managers.

Section 7.8. Director of Human Resources. So long as PPG's Equity Percentage exceeds 50%, the Director of Human Resources shall be an employee of PPG. The Director of Human Resources shall report to the President and shall be primarily responsible for managing human resources functional areas of the Company, including employment/staffing below the Named Officers or other Company officers controlled by this Agreement, benefits administration, compensation administration, labor relations, organizational development, performance management, succession planning and training. He or she shall perform such other duties as may from time to time be prescribed by the Board of Managers.

Section 7.9. Controller. The Controller shall be an employee of Apogee. The Controller shall report to the Chief Financial Officer and the Managers designated by Apogee and his or her duties shall include (i) such portion of the duties set forth in Section 7.6 hereof as may be delegated to him or her by the President or Chief Financial Officer and (ii) such additional duties as may from time to time be prescribed by the Managers designated by Apogee. He or she shall also perform such other duties as may from time to time be prescribed by the Board of Managers.

Section 7.10. Regional Vice Presidents. Subject to the designation rights set forth in Section 7.2 hereof, during the first five (5) years of operations, a Regional Vice President need not be an employee of PPG or Apogee. A Regional Vice President shall be responsible for the general management of a designated geographic region of the Company's business as a profit center, including direct management to support and execute the Company's long-term Strategic Plan and short-term operating plan. He or she shall perform such other duties as may from time to time be prescribed by the Board of Managers.

Section 7.11. Duties of Other Officers. The duties of such other officers and agents as the Board of Managers may designate shall be set forth in the resolution creating such office or agency or by subsequent resolution.

Section 7.12. Compensation. The Named Officers of the Company shall receive such compensation for their services as may be determined from time to time by the Board of Managers in accordance with Article VI of this Agreement and, if applicable, Section 6.15 hereof, and the compensation of all other employees of the Company shall be determined by the President.

Article VIII.
Indemnification

Section 8.1. Indemnification.

(a) To the fullest extent permitted by law, each Manager, each Named Officer and the Director of Human Resources and the Director of Materials Management (both, an "Other Director") (all of the foregoing, individually, an "Indemnitee") shall be indemnified, held harmless and defended by the Company from and against any and all losses, claims, damages,

liabilities, whether joint or several, expenses (including legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by such Indemnitee, as a party or otherwise, in connection with any threatened, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, arising out of or in connection with the business or the operation of the Company or by reason of the Indemnitee's status as a Manager, Named Officer or Other Director, regardless of whether the Indemnitee continues to be a Manager, Named Officer or Other Director of the Company at the time any such loss, claim, damage, liability or other expense is paid or incurred if (i) the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful, (ii) the Indemnitee's conduct did not constitute intentional misconduct or a material breach of the terms of this Agreement, (iii) the Indemnitee's conduct did not involve a transaction from which the Manager or Named Officer or Other Director derived an improper personal benefit, and (iv) the Indemnitee's conduct was not in material violation of any of the published business conduct policies of the Company then in effect. The termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to the standards specified in clauses (i), (ii), (iii) or (iv) of this Section 8.1(a).

(b) To the fullest extent permitted by law, expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding subject to this Section 8.1 shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount unless it is determined that such Indemnitee is entitled to be indemnified therefor pursuant to this Section 8.1.

(c) The indemnification provided by this Section 8.1 shall be in addition to any other rights to which any Indemnitee may be entitled under any other agreement, pursuant to any vote of the Managers, as a matter of law or otherwise, and shall inure to the benefit of the heirs, legal representatives, successors, assigns and administrators of the Indemnities.

(d) Any indemnification under this Section 8.1 shall be satisfied solely out of the assets of the Company and no Indemnitee shall have any recourse against any Member with respect to such indemnification.

(e) An Indemnitee shall not be denied indemnification in whole or in part under this Section 8.1 merely because the Indemnitee had an interest in the transaction with respect to which the indemnification applies, if the transaction was not otherwise prohibited by the terms of this Agreement and the conduct of the Indemnitee satisfied the conditions set forth in Section 8.1(a) hereof.

(f) The Company may, but shall have no obligation to, purchase and maintain insurance covering any potential liability of the Indemnitees for any actions or omissions for which indemnification is permitted hereunder, including such types of insurance (including

extended coverage liability and casualty and workers' compensation) as would be customary for any person engaged in a similar business, and may name the Indemnitees as additional insured parties thereunder.

Section 8.2. Indemnification Procedures; Survival.

(a) Promptly after receipt by an Indemnitee of notice of the commencement of any action that may result in a claim for indemnification pursuant to Section 8.1 hereof, the Indemnitee shall notify the Company in writing within thirty (30) days thereafter; provided, however, that any omission so to notify the Company will not relieve it of any liability for indemnification hereunder as to the particular item for which indemnification may then be sought (except to the extent that the failure to give notice shall have been materially prejudicial to the Company) nor from any other liability that it may have to any Indemnitee.

(b) An Indemnitee shall have the right to employ separate counsel in any action as to which indemnification may be sought under any provision of this Agreement and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the Company has agreed in writing to pay such fees and expenses, (ii) the Company has failed to assume the defense thereof and employ counsel within a reasonable period of time after being given the notice required above or (iii) the Indemnitee shall have been advised by its counsel that representation of such Indemnitee and other parties by the same counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same counsel has been proposed) due to actual or potential differing interests between them. It is understood, however, that the Company shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnitees having actual or potential differing interests with the Company, unless, but only to the extent, that the Indemnitees have actual or potential differing interests with each other that would require separate representation under the applicable and appropriate standards of professional conduct.

(c) The Company shall not be liable for any settlement of any such action effected without its written consent, but if settled with such written consent, or if there is a final judgment against the Indemnitee in any such action, the Company agrees to indemnify and hold harmless the Indemnitee to the extent provided above from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment.

(d) The indemnification obligations set forth in Section 8.1 hereof and this Section 8.2 shall survive the termination of this Agreement.

Article IX.
Transfers

Section 9.1. Registration, Transfer and Exchange.

(a) The Company shall keep at the Principal Office a register in which shall be entered the names and addresses of the Members and all Transfers of Equity Percentages

(b) Subject to this Article IX, each Transfer of any portion or all of a Membership Interest shall be registered on the effective date of the Transfer, exchange or other issuance; provided, however, that no registration of any Transfer not made in compliance with this Article IX, and to the extent applicable, Article XIV or Section 19.15, shall be made in the register.

(c) Transfer of any portion or all of a Membership Interest on the books of the Company may be authorized only by the Member named in the Company register, the Member's legal representative or the Member's duly authorized attorney-in-fact. The Company may treat as the absolute owner of a Membership Interest the person or persons in whose name the Membership Interest is registered on the books of the Company.

Section 9.2. Restriction on Transfers. In addition to any restrictions imposed by the federal securities laws and any applicable state securities or "blue-sky" laws, except for transfers in accordance with Article XIV or Section 19.15, no Member may Transfer all or any part of its Membership Interest, whether for consideration or not, and no transferee thereof shall have any rights in the Company or be or have any rights as a Member with respect to all or any part of any such Membership Interest attempted to be Transferred, and any such attempted Transfer of all or any part of a Membership Interest shall be entirely null and void, unless Members holding 100% of the outstanding Membership Interest that is held by non-transferring Members consent to the Transfer and the admission of such transferee as a Member if such Transfer is to a Person, other than the Company, who is not then a Member; provided, however, that a Member may Transfer any portion or all of a Membership Interest held by such Member to a Permitted Transferee of such Transferring Member without the consent of the other Members hereto; provided, further, however, that all rights under this Agreement, other than to receive the economic benefit thereof, with respect to a portion of a Membership Interest transferred to a Permitted Transferee shall be retained by the Transferring Member and, in the event of a Change in Control of a Permitted Transferee, all such Membership Interest shall be transferred back to the Transferring Member on or prior to the occurrence of such Change in Control. In connection with the Closing, Apogee contemplates that one or more of its Affiliated Group Subsidiaries may become a Member and a party to this Agreement; in such event, any such Affiliated Group Subsidiary of Apogee becoming a Member shall have only the rights of a Permitted Transferee with respect to its Membership Interest as set forth in the immediately preceding sentence. In the event of a Transfer of any portion or all of a Membership Interest in accordance with this Section 9.2, the transferee shall become a party to this Agreement as a Member and shall have all of the rights and obligations of the transferring Member hereunder except to the extent otherwise provided in this Section 9.2. The appropriate Company records shall be noted to prevent any Transfers in violation of this Section 9.2.

Section 9.3. Transfer by Legal Process. Upon any involuntary Transfer of all or any portion of the Membership Interest of a Member pursuant to a levy of execution,

foreclosure of pledge, garnishment, attachment, divorce decree, bankruptcy or other legal process (or by operation of law resulting from the death, disability, liquidation, dissolution or winding-up of a Member), such Member shall cease to be a Member, but any successor to the transferred Membership Interest shall have no right to become a Member or vote in any Company matters unless admitted by affirmative vote of a Member or Members who hold 100% of the Membership Interest other than the Membership Interest so transferred, subject to the provisions of Section 9.5 hereof. If such successor does not become a Member, such successor shall be merely an assignee within the meaning of Section 18-702(b) of the Act.

Section 9.4. Conditions to Permitted Transfers. No Transfer otherwise permitted by any provisions of this Agreement shall be valid unless and until the following conditions are satisfied (any of which may be waived by the Board of Managers in its discretion):

(a) The transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and confirm the agreement of the transferee to be bound by the provisions of this Agreement; provided, however, that in the case of an involuntary Transfer of any portion or all of a Membership Interest by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel of the Company.

(b) Except in the case of an involuntary Transfer of any portion or all of a Membership Interest by operation of law, where no opinion of counsel is required, the transferor shall furnish to the Company an opinion of counsel, which counsel and opinion shall be satisfactory to the Company, to the effect that:

(i) The Transfer will not cause the Company to terminate for federal income tax purposes under Section 708 of the Code;

(ii) The Transfer is either exempt from all applicable registration requirements and such Transfer will not violate any applicable federal and state laws regulating the Transfer of securities, or the Membership Interest to be transferred is duly and properly registered under all applicable federal and state securities laws; and

(iii) The Transfer will not cause the Company to be deemed to be an "investment company" under the Investment Company Act of 1940.

(c) The transferor shall provide written notice to the Members of the proposed Transfer at least fifteen (15) days prior to the proposed effective date of the Transfer.

(d) The transferor and transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Membership Interest transferred and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other

legally required information, statements or returns. The Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any Transferred Membership Interest until it has received such information.

(e) The transferee shall reimburse the Company for all costs and expenses reasonably incurred by the Company in connection with such Transfer including, without limitation, (i) the fees and expenses of any appraiser retained by the Company to determine the value of such Membership Interest; and (ii) all reasonable expenses in connection with admission as a Member, including, without limitation, legal fees and costs of the preparation, execution, filing or publishing of any amendment to the Certificate of Formation or this Agreement.

Section 9.5. Resignation. No Member shall be entitled to resign or retire from the Company prior to the dissolution and winding up of the Company pursuant to Article XV hereof without the unanimous consent of the other Members of the Company.

Article X.
Books of Account; Reports and Fiscal Matters

Section 10.1. Books; Place; Access. The Chief Financial Officer and the Controller shall maintain books of account on behalf of the Company at the Principal Office or such other place as may be designated by the Board of Managers. All Members shall at all reasonable times have access to and the right to inspect the same.

Section 10.2. Annual Strategic Plan. The Members shall agree on the Company's initial strategic plan, to cover the period ending December 31, 2000, at or prior to the Closing (such strategic plan and subsequent strategic plans in accordance with this Section 10.2, the "Strategic Plan"). Thereafter, no less than forty-five (45) days before January 1 of each Fiscal Year of the Company commencing on or after January 1, 2001, the Company's President, Chief Financial Officer and Controller shall submit an annual strategic plan for the ensuing Fiscal Year (which shall also set forth the Company's strategy on a rolling five (5) year basis) (the "Strategic Plan") for the review and approval of the Board of Managers in accordance with Article VI of this Agreement and, if applicable, Section 6.15 hereof. Each Strategic Plan shall be in such form and shall contain such information as shall be requested or required by the Board of Managers.

Section 10.3. Operating Budget. The Members shall agree on the initial Operating Budget, for the period ended December 31, 2000, at or prior to the Closing. Thereafter, no less than forty-five (45) days before January 1 of each Fiscal Year of the Company commencing on or after January 1, 2001, the Company's President, Chief Financial Officer and Controller shall submit a new annual operating budget ("Operating Budget") for the Company for the ensuing Fiscal Year for the review and approval of the Board of Managers in accordance with Article VI of this Agreement and, if applicable, Section 6.15 hereof. Each Operating Budget shall be in such form and shall contain such information as shall be requested or required by the Board of Managers; the Operating Budget will include the Capital Expenditures Budget. The Company may incur only the costs and expenditures, including

Capital Expenditures, set forth in an approved Operating Budget (subject to the ability to apply line item cost savings, contingency line item amounts, budget variances, etc., if any, contained in such Operating Budget), without any further approval of the Board of Managers pursuant to Article VI and, if applicable, Section 6.15 hereof. Once an Operating Budget (including the Capital Expenditure Budget) is approved for a Fiscal Year, the Board of Managers shall not approve an increased Operating Budget (or Capital Expenditure Budget) for such Fiscal Year except as otherwise expressly contemplated by such previously approved Operating Budget.

Section 10.4. Financial Information.

(a) The Company shall furnish to each Member:

(i) Monthly Statements. As soon as available, but not later than fifteen (15) days after the end of each monthly accounting period, an unaudited, consolidated, internal financial report of the Company and its Subsidiaries, which report shall be prepared in accordance with generally accepted accounting principles consistently applied ("GAAP") (except that such financial statements need not include footnotes and shall be subject to normal, year-end audit adjustments), and otherwise be in the form provided to the Company's senior management, and which shall include the following:

(A) a profit and loss statement for such monthly accounting period, together with a cumulative profit and loss statement from the first day of the current Fiscal Year to the last day of such monthly accounting period;

(B) a balance sheet as at the last day of such monthly accounting period;

(C) a cash flow analysis for such monthly accounting period on a cumulative basis for the current Fiscal Year to date; and

(D) a comparison between the actual figures for such monthly accounting period and the comparable figures for the prior year and the amount budgeted for such monthly accounting period, with an explanation of any material differences between the actual results and the budget for such period.

(ii) Quarterly Reports. As soon as available, but not later than fifteen (15) days after the end of each quarterly accounting period (other than the last quarterly period of each Fiscal Year), (A) an unaudited consolidated financial report of the Company and its Subsidiaries, prepared in accordance with GAAP (except that such financial statements need not include footnotes) including, with respect to such quarterly accounting period, the statements and comparisons referred to in subsection (i)(D) above and a statement of cash flows and statement of operations for such quarterly accounting period, and (B) a report by management of the Company of the operating and financial highlights of the Company and its Subsidiaries for the three (3) prior monthly accounting

periods, which shall include a comparison between operating and financial results and the corresponding plan or budget.

(iii) Annual Audit. As soon as available, but not later than seventy-five (75) days after the end of each Fiscal Year of the Company, audited consolidated financial statements of the Company and its Subsidiaries, which shall include a statement of cash flows and statement of operations for such Fiscal Year and a balance sheet as of the last day thereof, each prepared in accordance with GAAP (except as set forth in the notes thereto), and accompanied by the audit report of a firm of independent certified public accountants of recognized national standing selected in accordance with Article VI of this Agreement and, if applicable, Section 6.15 hereof. The Company and its Subsidiaries shall maintain a system of accounting sufficient to enable its independent certified public accountants to render the report referred to in this subsection.

(iv) Strategic Plan and Operating Budget. Within thirty (30) days prior to the end of each Fiscal Year a copy of each of the Strategic Plan and the Operating Budget.

(v) Subsidiaries. If for any period the Company shall have any Subsidiary or Subsidiaries whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing clauses shall be consolidated (and consolidating if normally prepared by the Company) financial statements of the Company and all such consolidated Subsidiaries.

(vi) GAAP Reporting. The financial statements and reports delivered under this subsection shall fairly present in all material respects the financial position, cash flows and results of operations of the Company at the dates thereof and for the periods then ended, and shall have been prepared in accordance with GAAP, except that, in the case of unaudited financial statements, such statements and reports shall be subject to normal year-end audit adjustments and need not include footnotes.

(vii) Accountants Reports. Promptly upon becoming available, copies of all reports prepared for or delivered to the management of the Company by its outside accountants.

(viii) Material Events. Promptly upon becoming aware of any condition or event that could reasonably be expected to have a material adverse affect on the assets, business, financial condition, results of operations or property of the Company or any of its Subsidiaries (including any litigation, governmental inquiry, or discovery of a significant liability), a report summarizing such condition or event and the proposed response of the Company or the Subsidiary, as applicable, thereto.

(ix) Miscellaneous. Promptly to all Members, from time to time, such other information (in writing, if so requested) regarding the assets and properties and

operations, business affairs and financial condition of the Company or any of its Subsidiaries as any Member may reasonably request.

(b) Upon the reasonable written request of any Member, the Board of Managers, subject to such reasonable standards as may be established from time to time by the Board of Managers, shall promptly deliver to such requesting Member (or, to the extent so directed, to its agent or attorney) a copy of the following information, to the extent such is requested in writing:

(i) promptly after becoming available, a copy of the Company's federal, state and local income or information tax returns for the year; and

(ii) a copy of this Agreement, as amended, and the Certificate of Formation.

(c) Inspection Rights. The Company and its Subsidiaries shall afford
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to any Member and its employees, counsel and other authorized representatives, during normal business hours, access, upon reasonable advance notice, to all of the books, records and properties of the Company or its Subsidiaries, as applicable, and to make copies of such records and permit such Persons to discuss all aspects of the Company or its Subsidiaries, as applicable, with any officers, employees or accountants of the Company, and the Company and its Subsidiaries shall provide to any Member responses to all reasonable written requests from a Member for information relating to the Company, its Subsidiaries and their respective operations; provided, however, that such investigation and
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preparation of responses shall not unreasonably interfere with the operations of the Company or its Subsidiaries, as applicable; and provided, further, that, so
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long as Apogee controls the business of retail automobile glass repair and replacement operated through its network of "Harmon Retail" shops, it shall maintain such procedures as are necessary and appropriate to restrict and exclude Harmon Retail officers and employees from obtaining access to the information that Apogee may acquire with respect to the operations of the Company hereunder. The Company and its Subsidiaries will instruct its independent public accountants, if any, to discuss such aspects of the financial condition of the Company or its Subsidiaries, as applicable, with any such Member and its representatives as such Member may reasonably request, and to permit such Member and its representatives to inspect, copy and make extracts from such financial statements, analyses, work papers and other documents and information (including electronically stored documents and information) prepared by such accountants with respect to the Company or its Subsidiaries, as applicable, as such Member may reasonably request. All costs and expenses incurred by such Member and its representatives in connection with exercising such rights of access shall be borne by such Persons.

Section 10.5. Tax Information. Within ninety (90) days after the
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close of each Fiscal Year, all necessary tax information shall be transmitted to all Members. The Company shall supply such other tax information, in a timely manner, as is reasonably requested by a Member. Such information may relate to refund opportunities, estimated payment requirements, IRS or state auditor requests and the like.

Section 10.6. Tax Matters Partner. In the event that the Members elect pursuant to Section 301.6231(a)(1)-IT(a)(4) to apply the TEFRA audit rules, such election being subject to a Member Special Vote, this Section 10.6 shall apply. For so long as PPG holds an Equity Percentage in excess of 50%, PPG shall act as the tax matters partner (the "TMP"), as such term is defined in Section 6231(a)(7) of the Code, and the TMP is hereby authorized to and shall represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings. The Members and the TMP shall use all reasonable efforts to comply with the responsibilities outlined in the Tax Matters Exhibit and in Sections 6222 through 6231 of the Code (including any Treasury Regulations thereunder and any successor or amendatory provisions thereto for which a tax matters partner is designated).

Section 10.7. Tax Elections All tax elections and methods required or permitted to be made or adopted by the Company under the Code shall require a Board Supermajority.

Article XI.
Capital

Section 11.1. Initial Capital Contributions. Concurrently with the Closing, as contemplated by the Contribution Agreement, the Persons signing this Agreement shall make the Capital Contributions indicated opposite their respective names on Schedule A and become Members. In exchange for such Capital Contributions, the Members shall hold the Equity Percentage set forth opposite their respective names on Schedule A.

Section 11.2. Additional Capital Contributions. In the event that the Members, by a Member Special Vote, determine, at any time or from time to time, that an additional Capital Contribution is necessary for the conduct of the Company's activities, each of the Members shall promptly make a contribution to the capital of the Company equal to its share (determined in proportion to the Equity Percentage held by each Member) of such additional Capital Contribution. As additional Capital Contributions are needed for the conduct of the Company's business, if one Member is unable to or otherwise does not contribute its share of such Capital Contributions to the Company, the Capital Contributions advanced by the other Member shall be regarded as a loan in accordance with Section 11.5 hereof.

Section 11.3. Special Capital Contributions. A Member may make Special Capital Contributions for the purpose of funding any expenditure by the Company which is to be charged, either by expense, depreciation or amortization, solely to the Capital Account of such Member pursuant to Section 12.2 of this Agreement. A Special Capital Contribution made pursuant to this Section 11.3 shall be credited to the Capital Account of the contributing Member, but shall not alter the Equity Percentages of the Members as determined under this Agreement. PPG may make Special Capital Contributions solely for the purpose of funding the Defined Benefit Plans, which Special Contributions shall be applied by the Company solely for that purpose.

Section 11.4. No Right to Return of Contribution. Except as set forth in Section 11.9, no Member shall have the right to the withdrawal or to the return of its Capital Contribution, except upon the dissolution and liquidation of the Company pursuant to Article XV.

Section 11.5. Loans to the Company; No Interest on Capital. Except for (i) the Initial Credit Facility or replacements or amendments thereto in accordance with Article VI, and, if applicable, Section 6.15 hereof, and (ii) Basket Loans made pursuant to Section 13.2 hereof (if made by the Majority Member), in the amounts, and at the times, required thereby without Board action, the Members may, but are not obligated to, make loans to the Company from time to time, as authorized by a Board Supermajority. Any loans from a Member shall not be treated as Capital Contributions to the Company for any purpose hereunder nor entitle such Member to any change in its Equity Percentage, but the Company shall be obligated to such Member for the amount of any such loans pursuant to the terms thereof, as the same are determined by a Board Supermajority and such Member. Interest with respect to the outstanding amount of any loans made by a Member to the Company (other than Basket Loans, if made by the Majority Member, which shall be governed by Section 13.2 hereof) shall accrue and be payable at such times and at such rate as shall be determined by a Board Supermajority and such Member. All scheduled principal and interest payments with respect to any loans from a Member to the Company pursuant to this Section 11.5 (other than Basket Loans, if made by the Majority Member, which shall be governed by Section 13.2 hereof) shall be repaid prior to any distributions to any Members pursuant to Sections 13.1, 13.3 or 15.3(d) hereof. No interest shall be paid on any Capital Contribution to the Company or on any balance in any Capital Account.

Section 11.6. Creditor's Interest in the Company. No creditor who makes a loan to the Company shall have or acquire at any time as a result of making the loan any direct or indirect interest in the profits, capital or property of the Company, other than such interest as may be accorded to a secured creditor. Notwithstanding the foregoing, this provision shall not prohibit in any manner whatsoever a secured creditor from participating in the profits of operation or gross or net sales of the Company or in the gain on sale or refinancing of the Company, all as may be provided in its loan or security agreements.

Section 11.7. Liability of Members. Except as otherwise provided in the Act, no Member, as such, shall have any personal liability whatsoever to the Company, any of the other Members or any of the creditors of the Company for the debts, liabilities, contracts or other obligations of the Company or any of the Company's losses beyond, with respect to a Member, such Member's Capital Contribution and, solely to the extent and for the period required by applicable law, the amount of such Member's Capital Contribution which is returned to it. Each Membership Interest shall be fully paid and, except as set forth in Section 11.4 hereof, not subject to assessment for additional Capital Contributions. No Member shall be required to lend any funds to the Company as a condition to admission or continued membership of such Member in the Company. It is the intent of the Members that (i) no distribution to any Member (other than a distribution upon the dissolution and liquidation of the Company) shall be deemed a withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in full or in part), a distribution of depreciation or any other non-cash item accounted

for as a loss or deduction from or offset to the Company's income, and (ii) no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any distribution made by the Company to a Member constitutes a withdrawal of capital, any obligation under applicable law to return the same or any portion thereof to or for the account of the Company or its creditors shall be the obligation of such Member.

Section 11.8. Capital Accounts. A separate capital account ("Capital Account") shall be maintained by the Company for each Member as described in the Tax Matters Exhibit.

Section 11.9 Termination of Defined Benefit Plans. In the event of a termination of a Defined Benefit Plan, any assets and liabilities arising out of such Defined Benefit Plan shall be distributed to PPG in accordance with Section 9.3(d) of the Contribution Agreement.

Article XII.
Allocation of Profits and Losses

Section 12.1. Allocation of Profits and Losses. Except as otherwise set forth in Section 12.2 hereof, after giving effect to the regulatory allocations set forth in Section 12.4 hereof, and subject to Section 12.3 hereof, all Profits and Losses shall be allocated to each of the Members in proportion to their respective Equity Percentages.

Section 12.2. Allocation of Profits and Losses - Special Allocations. Notwithstanding Section 12.1. of this Agreement:

(a) The Members may by resolution agree that an item of income or expense (and any item of income, gain, loss, deduction or credit attributable to such item) shall be credited or charged, as the case may be solely to the Capital Account of a Member.

(b) Any items of income or expense attributable to the Defined Benefit Pension Plans shall be allocated solely to PPG, and such allocation shall not alter the Equity Percentage of any Member, as determined in accordance with the terms of this Agreement.

(c) Any item of interest expense relating to any Basket Loan shall be allocated solely to the Majority Member.

Section 12.3. Limitation on Loss Allocation. Notwithstanding anything in Section 12.1 hereof, Losses allocated pursuant to Section 12.1 hereof shall not exceed the maximum amount of Losses that can be so allocated without causing a Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event one of the Members would have an Adjusted Capital Account Deficit as a consequence of an allocation of Losses pursuant to Section 12.1 hereof, the limitation set forth herein shall be applied on a Member by Member basis so as to allocate the maximum permissible Losses to each Member under Section

1.704-1(b)(2)(ii)(d) of the Treasury Regulations. All Losses in excess of the foregoing limitation shall be allocated to the Members in proportion to their respective Equity Percentages.

Section 12.4. Regulatory Allocations. Notwithstanding anything to the contrary contained in Sections 12.1 or 12.3 hereof or elsewhere in this Agreement, it is the intention of the Members that Profits and Losses be allocated in accordance with the "partnership minimum gain chargeback" (Treasury Regulations Sections 1.704-2(f) and 1.704-2(g)(2)), "partner minimum gain chargeback" (Treasury Regulations Sections 1.704-2(f)(5), 1.704-2(i)(4), 1.704-2(i)(5) and 1.704-2(j)(2)), "qualified income offset" and "alternate test for economic effect" (Treasury Regulations Section 1.704-1(b)(2)(ii)(d)), "partnership nonrecourse deductions" (Treasury Regulations Section 1.704-2(b)(1)) and "partner non-recourse deductions" (Treasury Regulations Section 1.704-2(i)(1)) provisions of Treasury Regulations Section 1.704-1(b) and Section 1.704-2 and any successor regulations (collectively, the "Regulatory Allocations") and, to the extent any provisions of this Agreement do not comply therewith, the Members desire and intend that such provisions be modified or stricken in such respects as are necessary in order to cause compliance therewith. The Regulatory Allocations that shall govern this Agreement are set forth in the Tax Matters Exhibit.

Section 12.5. Tax Allocations: Section 704(c) of the Code. In accordance with Section 704(c) of the Code, income, gain, loss and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for income tax purposes and its book value, in the same manner as such variations are treated under Section 704(c) of the Code. The Members hereby agree to use the remedial allocation method, as described in Treasury Regulation Section 1.704-3(d), for such allocations relating to all items of inventory contributed to the Company by the Members. The Members hereby agree to use the traditional method with curative allocations as such method is described in Treasury Regulation Section 1.704-3(c), for such allocation relating to all other items of property contributed to the Company by the Members. Allocations pursuant to this Section 12.5 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of income, gain, loss or deduction pursuant to any provision of this Agreement.

Section 12.6. Other Allocation Rules. In the event of any changes in the Members' Equity Percentages during a Fiscal Year, all Profits and Losses from operations of the Company during such Fiscal Year, using such methods of accounting for depreciation and other items as a Board Supermajority determines to use for federal income tax purposes, shall be allocated to each Member based on its varying interest in the Company during such operating year in accordance with Section 706 of the Code. A Board Supermajority shall determine in accordance with Section 706 of the Code whether to prorate items of income and deduction according to the portion of the Fiscal Year for which a Member held a particular Equity Percentage or whether to close the books on an interim basis and divide such operating year into two (2) or more segments. All tax credits shall be allocated among the Members in accordance with applicable law.

Article XIII.
Distributions

Section 13.1. Distributions.

(a) Within thirty (30) days after the end of each fiscal quarter of the Company, the Company shall distribute 90% of the Net Cash Flow generated in such quarter as determined from the quarterly financial reports of the Company for such quarter; provided that, if the Company's Debt/Cap. Ratio prior to any quarterly distribution exceeds 25%, Net Cash Flow must be used first to reduce the principal outstanding on such debt such that the Debt/Cap. Ratio will not exceed 25% subsequent to such distribution. For the avoidance of doubt, the Members acknowledge that, to the extent any distribution of Net Cash Flow would cause the Company's Debt/Cap. Ratio to exceed 25% after such distribution, the Company shall reduce the amount of such distribution to an amount that would result in the Company's Debt/Cap. Ratio equaling 25%. A Board Supermajority may distribute Net Cash Flow to the Members at such times and in such amounts as it may determine in its discretion; but, in any event, shall comply with the immediately preceding sentence of this Section 13.1. All distributions of Net Cash Flow shall be distributed to the Members in proportion to their respective Equity Percentages. It is the intent of the Members that all distributions pursuant to this Section 13.1 which occur during the first twenty-four (24) months following the Closing Date shall be limited to operating cash flow distributions as such term is defined in Treasury Regulation Section 1.707-4(b). Any inadvertent distributions in excess of Operating Cash Flow shall be considered as loans from the Company to the Member.

(b) Notwithstanding the foregoing, 100% of the net proceeds of any asset disposition (or series of related asset dispositions), the gross selling price of which equaled or exceeded $1,000,000, shall, within five (5) business days of the closing of such disposition (or series of related dispositions), be distributed to the Members in proportion to their respective Equity Percentages.

Section 13.2 Advance Distributions for Basket Amounts

(a) In any Fiscal Year, the sum of (i) Capital Expenditures in excess of the lesser of (A) 120% of the amount set forth in the Capital Expenditure Budget properly approved pursuant to Article VI hereof as of the beginning of a Fiscal Year, or (B) 150% of the depreciation scheduled for such Fiscal Year, plus (ii) cash loans or cash advances (including payments made by the Company pursuant to financial guaranties) other than loans or advances to employees in accordance with the Company's travel and relocation policies then in effect, such sum, when multiplied by 90% of the Minority Member's then-current Equity Percentage, shall be treated as "Basket Capital Expenditures." Basket Capital Expenditures incurred in a Fiscal Year shall be computed, in the aggregate, annually, on a cumulative basis ("Basket Amount"). Within thirty (30) days after the end of each Fiscal Year, the Company shall deliver to the Minority Member a "Basket Compliance Certificate," certified by the Chief Financial Officer, which shall set forth, in reasonable detail (including a break-out for each category described in the first sentence of this paragraph), the Company's determination of such Fiscal Year's Basket

Capital Expenditures, and the accumulating Basket Amount as of the end of such Fiscal Year. Within thirty (30) days following the delivery of the Basket Compliance Certificate with respect to the first Fiscal Year of the Company after the Closing during which the Basket Amount has equaled or exceeded Seven Million Five Hundred Thousand Dollars ($7.5 million), an advance distribution will be made to the Minority Member in the amount of Seven Million Five Hundred Thousand Dollars ($7.5 million) (an "Advance Distribution"); provided, however, in the event, for such Fiscal Year, the additional Basket Amount, if any, in excess of the amount of the initial Advance Distribution equals or exceeds Five Million Five Hundred Thousand Dollars ($5.5 million), then one or more additional advance distributions shall be made to the Minority Member in increments of Five Million Five Hundred Thousand Dollars ($5.5 million) corresponding to excess Basket Amounts, if any, in the amount of Five Million Five Hundred Thousand Dollars ($5.5 million) (also, an "Advance Distribution"). Thereafter, within thirty (30) days following the delivery of the Basket Compliance Certificate with respect to any Fiscal Year of the Company after the first Fiscal Year following which an Advance Distribution has been made and during which the subsequent Basket Amount has equaled or exceeded Five Million Five Hundred Thousand Dollars ($5.5 million), an Advance Distribution will be made to the Minority Member in such number of increments of Five Million Five Hundred Thousand Dollars ($5.5 million) as corresponds to the number of Basket Amounts for such Fiscal Year in the amount of Five Million Five Hundred Thousand Dollars ($5.5 million). When an Advance Distribution is made, the Basket Amount at such time will be reduced by the amount of the Advance Distribution then paid. Any amounts in the Basket Amount in excess of the Advance Distribution will remain in the Basket Amount, subject to future accumulations and distributions in accordance with this Section 13.2. All Advance Distributions made to the Minority Member shall result in a debit to the Minority Member's Capital Account in an amount equal to such Advance Distribution in a manner consistent with Section 1 of the Tax Matters Exhibit.

(b) (i) Notwithstanding any other provision of this Agreement to the contrary, the Company shall obtain an interest-bearing loan from the Majority Member (if it agrees, in its sole discretion, to do so) or from a third party in an amount equal to the amount of the Advance Distribution (a "Basket Loan"), which loan shall be guaranteed by the Majority Member if required by the third party lender. The proceeds from the Basket Loan shall be paid to the Minority Member as the Advance Distribution.

(ii) Interest on the Basket Loan shall be paid by the Company, any such interest payments to be made out of, and reduce, the distributions which would otherwise be payable to the Majority Member pursuant to Section 13.1 hereof. Interest expense with respect to the Basket Loan shall be allocated to the Majority Member in accordance with Section 12.1 hereof. Upon repayment of the Basket Loan in accordance with this Section 13.2, no further interest payments shall be made or reduce distributions to the Majority Member.

(iii) At the same time that any distribution is paid pursuant to Section 13.1 hereof, for any fiscal quarter following the obtaining of a Basket Loan during which there is an amount outstanding on any such Basket Loan, the Company shall make a payment of principal with respect to such Basket Loan, such payment to be in the amount of

sixty-six (66%) percent of ten (10%) percent of the Net Cash Flow of the Company determined in accordance with Section 13.1.

(iv) Any such Basket Loan shall not be counted in computing the Debt/Cap. Ratio, and shall be disregarded in determining compliance with Sections 6.15(d), 11.4 and 13.1 hereof.

(v) In no event shall any transaction pursuant to this Section 13.2 increase or reduce the Equity Percentage of the Majority Member or the Minority Member.

(c) In the event of (i) the consummation of a Reorganization transaction or (ii) a dissolution or liquidation of the Company in accordance with this Agreement, the following shall occur: (a) any balance in the Basket Amount shall be reduced to zero, (b) there will be no future accumulations to the Basket Amount or distributions pursuant to subsection (a) of this Section 13.2, and (c) all Advance Distributions paid by the Company pursuant to subsection (a) of this Section 13.2 shall be repaid, within thirty (30) days after the consummation of such event, by the Minority Member to the Company (which repayment will, in the event only of a liquidation and dissolution of the Company, be made solely by a reduction in the amounts to be distributed to the Minority Member and, in the event only of a Reorganization transaction, be made solely by a reduction in the amount of transaction proceeds received by the Minority Member for such Reorganization transaction). Any such repayment under this clause (c) shall be treated as a Capital Contribution by the Minority Member occurring immediately before such dissolution, liquidation or Reorganization transaction.

(d) In the event of a Change in Control transaction (other than an "Apogee MBO," as defined below) or in the event of a Transfer of its Membership Interest by Apogee pursuant to Section 14.3(b)(ii) hereof:

(i) any balance in the Basket Amount shall be reduced to zero;

(ii) there will be no future accumulations to the Basket Amount or distributions pursuant to Section 13.2(a) hereof;

(iii) in the event that PPG exercises its election under Section 14.1(b)(i) or Section 14.3 (b)(ii) hereof, if applicable, all Advance Distributions previously paid by the Company to the Minority Member pursuant to Section 13.2(a) hereof shall be repaid, solely by a reduction in the amount of transaction proceeds received by the Minority Member pursuant to such election, in the same proportion of cash-to-promissory note as the Minority Member receives from PPG pursuant to Section 14.3(b)(i) or Section 14.3(b)(ii), as applicable, with the ratable portion of such payment in the form of a note to be repaid to the Company in the same proportion, and at the same time, as PPG pays its promissory note to the Minority Member;

(iv) in the event that PPG exercises its election under Section 14.1(b)(ii) hereof, if applicable, a pro rata portion, equal to 41.18%, of
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Advance Distributions previously paid by the Company to the Minority Member pursuant to Section 13.2(a) hereof shall be repaid, solely by a reduction in the amount of transaction proceeds received by the Minority Member pursuant to such election; the remainder of such Advance Distribution to be repaid at the time such payment would otherwise come due pursuant to Section 13.2(a) hereof;

(v) in the event that PPG exercises its election under Section 14.1(b)(iii), if applicable, all Advance Distributions previously paid by the Company to the Minority Member pursuant to Section 13.2(a) hereof shall be repaid at the time such payment would come due pursuant to Section 13.2(c) hereof; and

(vi) in the event that PPG exercises its election under Section 14.3(b)(ii) hereof, if applicable, all Advance Distributions previously paid by the Company to the Minority Member pursuant to Section 13.2(a) hereof shall be repaid at the time such payment would come due pursuant to Section 13.2(c) hereof.

(e) In the event of an Apogee MBO, the terms of this Section 13.2 shall continue in full force and effect until such time as more than 50% of the board of directors of Apogee (or any Person that acquires Apogee, if applicable) immediately following the closing of the Apogee MBO (or any successors who have been duly elected by such original members or their duly elected successors) are no longer members of the board of directors, in which event:

(i) any balance in the Basket Amount shall be reduced to zero;

(ii) there will be no future accumulations to the Basket Amount or distributions pursuant to Section 13.2(a) hereof; and

(iii) all Advance Distributions previously paid by the Company to the Minority Member pursuant to Section 13.2(a) hereof shall be repaid at the time such payment would come due pursuant to Section 13.2(c) hereof.

(f) As used herein, "Apogee MBO" means a "going-private" transaction in which the then-current management of Apogee, at the time Apogee is publicly held, acquires (with the assistance of independent, third-party financial sources) Control of Apogee through the leveraged acquisition of a majority of the outstanding shares of Apogee.

(g) At such time that PPG no longer retains the right to designate a majority of the Board of Managers under Section 6.3 of this Agreement:

(i) any balance in the Basket Amount shall be reduced to zero;

(ii) there will be no future accumulations to the Basket Amount or distributions pursuant to Section 13.2(a) hereof; and

(iii) all Advance Distributions previously paid by the Company to the Minority Member pursuant to Section 13.2(a) hereof shall be repaid at the time such payment would come due pursuant to Section 13.2(c) hereof.

Section 13.3. Limitations on Distributions. Notwithstanding any provision to the contrary in this Article XIII:

(a) All distributions made in connection with the liquidation and winding up of the Company shall be made in the manner provided in Section 14.3(e) and 15.3 hereof; and

(b) No distribution shall be made that would result in a violation of Section 18-607 of the Act.

Article XIV.
Rights in the Event of a Change in Control of a Member and Poor Financial Performance

INTRODUCTORY NOTE: The Members understand and agree that the terms of this Article XIV shall apply only for the period during which 100% of the Company's equity interest is owned solely by PPG and Apogee and their respective Affiliates. In the event that an unaffiliated third party becomes a Member, PPG and Apogee (so long as they are Members) shall in good faith attempt to modify this Article XIV to consider appropriately the interests of such new Member. The provisions of this Article XIV shall supersede Section 4.8 as to the requirement for a Member Special Vote to the extent otherwise applicable, under Section 4.8.

Section 14.1. PPG Purchase Rights Upon a Change in Control of Apogee. In the event of a Change in Control of Apogee (Apogee and its successor resulting from such Change in Control is referred to as the "Minority Member" in this Section 14.1), PPG shall have the options set forth in this Section 14.1.

(a) Within five (5) days of the occurrence of a Change in Control of Apogee, the Minority Member shall give written notice to PPG and the Company of such Change in Control, which notice shall contain (i) the date of the Change in Control of Apogee and (ii) the identity of the Person or Persons to whom control has been transferred. The date upon which such notice is given is referred to herein as the "Apogee Notice Date."

(b) Within sixty (60) days of the Apogee Notice Date, PPG shall give written notice to the Minority Member of its election to do one of the following:

(i) purchase all of the Minority Member's Membership Interest at a purchase price equal to the Buy-Out Formula Price (as defined below), payable as set forth in subsection (c) of this Section 14.1;

(ii) purchase such portion of the Minority Member's total Membership Interest as would reduce the Minority Member's total Membership Interest to 20% at a

purchase price determined with reference to the "Buy-Out Formula Price" payable as set forth in subsection (d) of this Section 14.1; or

(iii) accept the Minority Member without objection, in which event the Minority Member shall retain all of the rights and be subject to all of the obligations of Apogee under this Agreement.

In the event PPG does not make an election as required under this Section 14.1(b) during the sixty (60)-day period, PPG shall be deemed to have made the election set forth in Section 14.1(b)(iii) hereof.

As used herein, the "Buy-Out Formula Price" means the greater of (i) six (6) times 50% of the cumulative, consolidated EBITDA of the Company determined from the latest twenty-four (24) months of operations of the Company and its Subsidiaries, adjusted to subtract the outstanding principal and interest balance of all credit-for-money-borrowed facilities (whether the remaining maturities thereof are greater than or less than twelve (12) months) to which the Company is then a party and to add cash on hand and (ii) 120% of the Company's consolidated net book value, as determined from the Company's consolidated balance sheet as of its most recently completed month-end, in each case multiplied by such selling Member's Equity Percentage. In the event of a purchase hereunder before the completion of the second full Fiscal Year of the Company, the Buy-Out Formula Price shall be determined under clause (ii) of the preceding sentence.

(c) If PPG exercises its option to purchase all of the Minority Member's Membership Interest under subsection (b)(i) of this Section 14.1, PPG shall pay the purchase price determined thereunder one-third in cash with the balance payable on the fifth anniversary of the Minority Member Purchase Date (as defined below). Within thirty (30) days after the later of (i) the date PPG gives notice of its intention to purchase all of the Minority Member's Membership Interest and (ii) the date upon which the applicable purchase price is determined (such date, the "Minority Member Purchase Date"), PPG shall deliver to the Minority Member one-third of the purchase price, by wire transfer of immediately available funds, and its promissory note for the balance of the purchase price in the form of Exhibit 3, which note shall provide for prepayment of such note without penalty and shall bear interest at a rate per annum comparable to the then corporate PPG bond rating for comparable maturity instruments. On the Minority Member Purchase Date, the Minority Member shall execute and deliver to PPG such documents and certificates as PPG deems necessary to effect the transfer to PPG of the Minority Member's Membership Interest free of all liens and encumbrances.

(d) If PPG exercises its option to purchase a portion of the Minority Member's Membership Interest under subsection (b)(ii) of this Section 14.1, PPG shall pay the purchase price determined thereunder entirely in cash on the Minority Member Purchase Date, by wire transfer of immediately available funds to the Minority Member. On the Minority Member Purchase Date, the Minority Member shall execute and deliver to PPG such documents and certificates as PPG deems necessary to effect the transfer to PPG of the portion of the Minority Member's Membership Interest being purchased by PPG free of all liens and

encumbrances. As of the Minority Member Purchase Date with regard to a purchase under subsection (b)(ii) of this Section 14.1, the provisions of this Agreement under Section 6.15 hereof and elsewhere requiring a Board Supermajority with respect to the taking of certain actions shall be of no further force and effect and the Minority Member shall not have any rights with respect thereto as to actions taken or proposed to be taken after the Minority Member Purchase Date.

(e) In the event of a Change in Control of Apogee, Apogee's Membership Interest may be Transferred to the successor-in-interest to Apogee without the consent of any other Member and without compliance with the restrictions on transferability set forth in Section 9.2 hereof, subject only to Section 9.4 and to the rights of such other Member set forth in this Section 14.1.

Section 14.2 Apogee Repurchase Right Upon a Change in Control of PPG's Glass Business. In the event of a Change in Control of PPG's Glass Business (as defined below) (PPG and its successor resulting from such Change in Control is herein referred to as the "Majority Member"), Apogee shall have the rights set forth in this Section 14.2. As used herein, "PPG's Glass Business" means its automotive flat glass manufacturing auto glass fabrication and automotive replacement glass businesses, so long as these businesses continue to be an integrated operation; if they are not so integrated, then it shall mean only PPG's automotive replacement glass business. For the avoidance of doubt, PPG's automotive replacement glass business may have a Change in Control independent from the rest of the PPG Glass Business; therefore, the terms of this Section 14.2 shall apply to a Change in Control of any of PPG, PPG's Glass Business or PPG's automotive replacement glass business.

(a) Within five (5) days of the occurrence of a Change in Control of PPG's Glass Business, the Majority Member shall give written notice to Apogee and the Company of such Change in Control, which notice shall contain (i) the date of the Change in Control of PPG's Glass Business and (ii) the identity of the Person or Persons to whom control has been transferred. The date upon which such notice is given is referred to herein as the "ARG Notice Date."

(b) Within sixty (60) days of the ARG Notice Date, Apogee shall give written notice to the Majority Member of its election to do one of the following:

(i) require the Majority Member to purchase from Apogee all of Apogee's Membership Interest at a purchase price equal to the Buy-Out Formula Price, payable in cash as set forth in subsection (c) below; or

(ii) accept the Majority Member without objection, in which event the Majority Member shall retain all of the rights and be subject to all of the obligations of PPG under this Agreement.

(c) If Apogee exercises its option to require the Majority Member to purchase all of Apogee's Membership Interest under subsection (b)(i) of this Section 14.2, the Majority

Member shall pay the purchase price entirely in cash by wire transfer of immediately available funds to Apogee within thirty (30) days after the later of (i) the date Apogee gives notice of exercise of its option to require the Majority Member to purchase all of Apogee's Membership Interest or (ii) the date upon which the applicable purchase price is determined (such date, the "Apogee Repurchase Date"). On the Apogee Repurchase Date, Apogee shall execute and deliver to the Majority Member such documents and certificates as the Majority Member deems necessary to effect the transfer to the Majority Member of Apogee's Membership Interest free of all liens and encumbrances.

(d) In the event of a Change in Control of any of PPG, PPG's Glass Business or of PPG's automotive replacement glass business, PPG's Membership Interest may be Transferred to the successor-in-interest to such business without the consent of any other Member and without compliance with the restrictions on transferability set forth in Section 9.2 hereof, subject only to Section 9.4 and to the rights of such other Member set forth in this Section 14.2.

Section 14.3 Apogee's Rights in the Event of Poor Financial Performance. If at any time subsequent to the fifth anniversary of the date hereof (the "Performance Measurement Period"), a "Poor Financial Performance Event" occurs and is continuing, Apogee shall have the rights set forth in this Section 14.3. For purposes hereof, a "Poor Financial Performance Event" shall be deemed to have occurred and be continuing at any time that with reference to the immediately preceding trailing twenty-four (24) month period, either (i) the Company's net earnings have declined by 20% over the applicable prior period or (ii) the cumulative distributions to the Members have declined by 40% (after adjusting for any extraordinary expenditures approved in advance by both Members which have the effect of reducing such distributions) as compared to the cumulative distributions to the Members during the applicable prior period.

(a) If at any time during the Performance Measurement Period, a Poor Financial Performance Event has occurred and is continuing, Apogee shall have the right to give written notice to PPG that it is exercising its rights under this Section 14.3 (an "Apogee Performance Trigger Notice"). The date upon which such notice is given is referred to herein as the "Apogee Performance Trigger Notice Date."

(b) Within sixty (60) days of the Apogee Performance Trigger Notice Date, PPG shall give written notice to Apogee of its election to do one of the following:

(i) purchase all of Apogee's Membership Interest at a purchase price equal to the Buy-Out Formula Price, payable as set forth in subsection (c) of this Section 14.3;

(ii) permit Apogee to seek to transfer all (but not a portion) of Apogee's Membership Interest to a third party in accordance with subsection (d) of this Section 14.3;

(iii) require Apogee jointly with PPG to pursue a Reorganization transaction; or

(iv) require Apogee jointly with PPG to pursue a prompt and orderly dissolution and liquidation of the Company in accordance with the procedures provided in subsection (e) of this Section 14.3.

In the event PPG does not make an election as required under this Section 14.3(b) during the sixty (60)-day period, Apogee shall be entitled to make the election, with such election to be limited to one of clauses (ii), (iii) and (iv) above only, such election to be made by written notice to PPG.

(c) If PPG exercises its option to purchase all of Apogee's Membership Interest under subsection (b)(i) of this Section 14.3, PPG shall pay the purchase price determined thereunder one-third in cash with the balance payable on the fifth anniversary of the Apogee Performance Trigger Purchase Date (as defined below). Within thirty (30) days after the later of (i) the date PPG gives notice of its intention to purchase all of Apogee's Membership Interest under subsection (b)(i) of this Section 14.3 and (ii) the date upon which the applicable purchase price is determined (such date, the "Apogee Performance Trigger Purchase Date"), PPG shall deliver to Apogee one-third of the purchase price, by wire transfer of immediately available funds, and its promissory note for the balance of the purchase price in the form of Exhibit 3, which note shall provide for prepayment of such note without penalty and shall bear interest at a rate per annum comparable to the then corporate PPG bond rating for comparable maturity instruments. On the Apogee Performance Trigger Purchase Date, Apogee shall execute and deliver to PPG such documents and certificates as PPG deems necessary to effect the transfer to PPG of Apogee's Membership Interest free of all liens and encumbrances.

(d) If PPG permits Apogee to seek to transfer all of Apogee's Membership Interest to a third party under subsection (b)(ii) of this Section 14.3:

(i) In order to transfer all of its Membership Interest to a third party, Apogee must first receive a bona fide written offer from a third party (the "Transferee") who would meet the general standards for a permitted transferee under Section 9.4 hereof (a "Qualified Transferee") accompanied by reasonable evidence of the Transferee's ability to finance the offer. Apogee must then submit a copy of that offer to PPG , together with a written notice to the effect that Apogee intends in good faith to accept that offer. By doing so, Apogee shall have offered to transfer its Membership Interest to PPG on the same terms and conditions as those offered by the Transferee (such an offer being referred to as a "Purchase Offer"). Apogee shall promptly and in good faith furnish PPG with all material non-confidential information which Apogee has about the Purchase Offer, the financing that supports the Purchase Offer and the Transferee, including, for example, information bearing on whether the Transferee is a Qualified Transferee.

(ii) Provided that the Transferee is a Qualified Transferee and there is reasonable evidence to support the Transferee's ability to finance the offer, PPG shall

either accept the Purchase Offer or reject the Purchase Offer by so advising Apogee in writing no later than sixty (60) days after PPG receives the Purchase Offer. If PPG fails to make a timely election, PPG shall be deemed to have rejected the Purchase Offer. If PPG accepts the Purchase Offer, its acceptance shall specify the place and time (which shall be no later than thirty (30) days after its acceptance or such later date, if any, as is specified in the Transferee's offer) at which the closing of the transfer described in the Purchase Offer shall take place. Unless they mutually agree otherwise, PPG and Apogee shall proceed to close the transfer in accordance with the Purchase Offer and such schedule. If PPG rejects the Purchase Offer or is deemed to have done so, then, during the forty-five (45) days after that rejection, Apogee shall be entitled, but not obligated, to transfer its Membership Interest to the Transferee on terms and conditions that are no more favorable to the Transferee than those specified in the Purchase Offer. After a transfer to a Transferee in accordance with this Section 14.3, the Membership Interest so transferred shall continue to have all of the rights and be subject to all of the obligations set forth in this Agreement and the Transferee shall become a party to this Agreement in accordance with Article IX.

(e) If PPG elects jointly with Apogee to pursue a dissolution and liquidation of the Company, the parties will follow the procedures set forth in this subsection (e) in addition to complying with Article XV:

(i) PPG shall select, and thereafter be the sole owner of, two (2) branches (and all Company assets located therein and all Company liabilities and obligations specifically associated with such locations) of the Company's then-existing network of distribution locations (the "Network");

(ii) Apogee shall then select, and thereafter be the sole owner of, one branch (and all Company assets located therein and all Company liabilities and obligations specifically associated with such location) of the Network;

(iii) the Members shall continue as set forth in clauses (i) and (ii) above until there are either no branches of the Network remaining or each Member has had the opportunity to, but has declined to, select any remaining branches (any such unselected branch is herein referred to as an "Orphan Branch");

(iv) the Company shall be responsible for closing all Orphan Branches, and all associated costs thereof;

(v) all other Company assets unrelated to a specific branch (or held in an Orphan Branch) shall be divided between the members by mutual agreement; provided, that, if they are unable to so agree with
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respect to any asset, then the member making the highest cash bid for such asset shall purchase it from the Company for cash payable at transfer of such asset;

(vi) the Company shall be responsible for all severance or other costs associated with a dissolution and liquidation of the Company that are not directly related to any branch selected by one of the Members;

(vii) the Members shall determine the value of all assets acquired (such values to be used for purposes of adjusting the "Gross Asset Values" (as defined in Exhibit 2 hereto) of Company assets as required by paragraph (ii) of the definition of Gross Asset Value) and liabilities assumed by each Member pursuant to the mechanism set forth above (the "Draft Value"); if a Member's Draft Value exceeds such Member's Capital Account, then such Member shall promptly pay to the Company an amount in cash equal to such excess;

(viii) to the extent lawful and reasonable to do so, all employees located at a specific branch (excepting market managers and sales associates) will be allocated to such branch;

(ix) to the extent lawful and reasonable to do so, PPG and Apogee shall use a selection method similar to that set forth in clauses (i) and (ii) above to allocate employees of the Company not so associated with a specific branch (e.g., headquarters staff, sales associates and market managers) until each Member has declined to select any remaining employees of the Company. Any such employees who are not so selected, plus all employees employed at Orphan Branches, are hereby referred to as "Orphan Employees," and all obligations with respect to Orphan Employees shall remain with the Company in accordance with the terms of clause (vi) above; and

(x) each party will cooperate to obtain a transfer of the employees, assets and liabilities selected through the procedures set forth above.

(f) In the event that PPG elects either option (b)(ii) or (b)(iii) of this Section 14.3 and a closing thereunder does not occur within six (6) months of the Apogee Performance Trigger Notice Date, PPG and Apogee will be obligated (unless they mutually agree otherwise) to pursue a dissolution and liquidation of the Company in accordance with the procedures set forth in subsection (e) of this Section 14.3 and Article XV.

Section 14.4 PPG's Rights in the Event of Poor Financial Performance.

(a) If at any time during the Performance Measurement Period, a Poor Financial Performance Event has occurred and is continuing, PPG shall have the right to give written notice to Apogee that it is exercising its rights under this Section 14.4 (a "PPG Performance Trigger Notice"). The date upon which such notice is given is referred to herein as the "PPG Performance Trigger Notice Date.

(b) In the PPG Performance Trigger Notice, PPG shall set forth its election to either (i) pursue a Reorganization transaction or (ii) pursue dissolution and liquidation of the Company in accordance with the procedures set forth in Section 14.3(e) and Article XV. If PPG

elects to pursue a Reorganization transaction, PPG shall have the right, during the forty-five (45) day period following the PPG Performance Trigger Notice Date to enter into a bona fide agreement with an unaffiliated third party for the sale of all of PPG's Membership Interest to such third party and to require that Apogee sell all of its Membership Interest to such party at a price and on terms and conditions the same as those on which PPG has agreed to sell its Membership Interest. PPG shall promptly notify Apogee in writing that it has entered into a bona fide agreement as referred to in the immediately preceding sentence and shall include a copy of such agreement with such notice. Subject to its right to verify that PPG has complied with its obligations hereunder, Apogee shall as promptly as practicable enter into such other agreements as shall be necessary to comply with the provisions of this Section 14.4.

(c) In the event that PPG elects to pursue a Reorganization transaction under subsection (b)(i) of this Section 14.4 and a closing thereunder does not occur within six (6) months of the PPG Performance Trigger Notice Date, PPG and Apogee will be obligated (unless they mutually agree otherwise) to pursue a dissolution and liquidation of the Company in accordance with the procedures set forth in Section 14.3 (e) and Article XV.

Article XV.
Dissolution and Liquidation

Section 15.1. Events Causing Dissolution. Except as otherwise provided in this Agreement, the Company shall be dissolved only upon the occurrence of any of the following events:

(a) the sale, exchange or other disposition of all or substantially all of the assets and properties of the Company;

(b) such dissolution is triggered in accordance with Article XIV or Section 19.15;

(c) the written agreement of the Members who together hold 100% of the outstanding Equity Percentage; or

(d) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

Section 15.2. Continuation of Business. Upon the expulsion, bankruptcy, retirement, resignation or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company as provided in Section 18-801 of the Act, the Company shall not be dissolved and its business shall continue unless, within ninety (90) days after the occurrence of such event, the remaining Members determine in writing to dissolve the business of the Company pursuant to Section 15.1(c) hereof.

Section 15.3. Liquidation and Winding Up. If dissolution of the Company should be caused by reason of the events set forth in Section 15.1 hereof or under

Section 14.3(e), the Company shall be liquidated and the Managers (or other person or persons designated by a decree of court) shall wind up the affairs of the Company. The Managers or other persons winding up the affairs of the Company shall promptly proceed to the liquidation of the Company and, in settling the accounts of the Company, after following the process set forth in Section 14.3(e) hereof, the assets and the property of the Company shall be distributed in the following order of priority:

(a) to the payment of all debts and liabilities of the Company in the order of priority as provided by law (other than outstanding loans from a Member);

(b) to the establishment of any reserves deemed necessary by the Managers or the person winding up the affairs of the Company for any contingent liabilities or obligations of the Company;

(c) to the repayment of any outstanding loans from a Member to the Company; and

(d) the balance, if any, to the Members as specifically provided under other terms of this Agreement or otherwise pro rata in accordance with their Capital Account balances, after giving effect to all contributions, distributions, and allocations for all periods.

(e) In the event of a dissolution and liquidation of the Company, any assets and liabilities of the Defined Benefit Plans shall not be considered assets and liabilities of the Company and such dissolution and liquidation shall not affect the rights and obligations of PPG with respect to such Defined Benefit Plans, as set forth in Section 9.3 of the Contribution Agreement.

Section 15.4. Compliance with Timing Requirements of Regulations.

In the event the Company is liquidated within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article XV to the Members who have positive Capital Account balances in compliance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2), and (b) if a Member has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years), such Member shall have no obligation to contribute to the capital of the Company and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

Article XVI.
Amendment

The Certificate of Formation and this Agreement may be amended only by a Member Special Vote.

Article XVII.
Approval of Reorganizations and Bankruptcy

Without a Member Special Vote (i) the Company shall not engage in any Reorganization or (ii) commence any proceedings or the filing of any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal or state bankruptcy, insolvency or similar law.

Article XVIII.
Representations and Warranties of the Members

Section 18.1. Representations and Warranties of the Members. Each of the Members represents and warrants as of the date of this Agreement to the other Member and the Company as follows:

(a) The Membership Interest being acquired by such Member in connection with the Closing is being purchased for such Member's own account and not with a view to, or for sale in connection with, any distribution or public offering thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). Such Member understands that such Membership Interest will not be registered under the Securities Act or any state securities laws by reason of its contemplated issuance in transactions exempt from the registration and prospectus delivery requirements thereof and that the reliance of the Company and others upon such exemptions is predicated in part by the representations and warranties of such Member contained herein.

(b) Such Member has the requisite power and authority (whether corporate or otherwise) and legal capacity to enter into, and to carry out its obligations under, this Agreement.

(c) The execution and delivery by such Member of this Agreement and the consummation by such Member of the transactions contemplated hereby have been duly authorized prior to the date of this Agreement by all necessary action on the part of such Member.

(d) This Agreement has been duly executed and delivered by such Member and constitutes a valid and binding obligation enforceable against such Member in accordance with its terms.

(e) Such Member is not subject to, or obligated under, any provision of (i) any agreement, arrangement or understanding, (ii) any license, franchise or permit or (iii) any law,

regulation, order, judgment or decree that would be breached or violated, or in respect of which a right of termination or acceleration or any encumbrance on any of such Member's assets would be created, by such Member's execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, except for such agreements as to which a Member has previously obtained the consent of the other party or parties thereto.

(f) No authorization, consent or approval of, waiver or exemption by, or filing or registration with, any public body, court, third party or authority is necessary on such Member's part, which has not previously been obtained by such Member for the consummation of the transactions contemplated by this Agreement.

(g) No person or entity has or will have, as a result of any act or omission by such Member any right, interest or valid claim against the Company or any other Member for any commission, fee or other compensation as a finder or broker, or in any similar capacity, in connection with the transactions contemplated by this Agreement.

Article XIX.
Miscellaneous Provisions

Section 19.1. Channel Conflict; Confidentiality and Nonsolicitation.

(a) Channel Conflict. The Members have agreed to certain principles involving the distribution of automotive windshields and tempered glass by the Company and the Members, as follows, which principles shall apply so long as PPG's Equity Percentage exceeds 50%:

(i) As the Company is a controlled subsidiary of PPG, sales and pricing to customers by the Company will be coordinated and set by PPG (independently of Apogee), subject to the principles set forth in a Channel Conflict Document ("CCD") agreed by the parties of even date herewith.

(ii) Except for sales of automotive windshields and tempered glass to the CCD customers listed in the CCD, and limited to the quantities identified in the CCD, either or both PPG and/or the Company may make sales to any customers in any quantities.

(iii) In all situations in which PPG and the Company may make sales to the same customers, PPG has the right to coordinate sales and pricing to all such customers by the Company and by PPG.

(iv) Except for sales of automotive windshields and tempered glass to the CCD customers listed in the CCD, and limited to the quantities identified in the CCD, Apogee may make sales to any customers in any quantities at prices independently set by Apogee. Apogee agrees that it shall prevent the disclosure to any employees of Apogee or its subsidiaries who have any involvement in sales under this Section

19.1(a)(iv), of any proprietary, commercial information of the Company or PPG regarding pricing to customers of the Company or PPG.

If a Member believes, in good faith, that the market for distribution of such products has materially changed after the date hereof such that the procedures set forth in the CCD no longer are commercially viable, such Member shall be entitled to propose modifications to the CCD, which modifications shall only be effective upon a Member Special Vote. If the Members do not agree to such proposed modifications, such Member shall be entitled to trigger the dispute resolution procedures set forth in Section 19.15 hereof.

(b) Confidentiality. Except as consented to by the Company and as and to the extent required by law, each Member hereby agrees that neither it nor any of its Affiliates will, directly, indirectly or otherwise, disclose, publish, make available to, or use for its own benefit or the benefit of any Person for any reason or purpose whatsoever, any Confidential Information; provided, however, that no Member or Affiliate thereof shall be obligated to treat as confidential any Confidential Information that (i) was publicly known at the time of disclosure to such Member or Affiliate, (ii) becomes publicly known or available thereafter other than by any means in violation of this Agreement or any other duty owed to the Company by any person or entity or (iii) is lawfully disclosed to such Member or Affiliate by a third party. The parties hereto stipulate and agree that the foregoing matters are important, material and confidential proprietary information and trade secrets that affect the successful conduct of the business of the Company (and any successor or assignee of the Company).

(c) Non-Solicitation. In addition, each Member hereby agrees that, during the Nonsolicitation Period, neither such Member nor any of its Affiliates will, either on its own account or jointly with or as an advisor, agent, representative, principal, partner, joint venturer, owner or equity holder or otherwise on behalf of any other Person, directly or indirectly solicit or attempt to solicit away from the Company, or otherwise interfere with the employment relationship with, any officer, employee, representative or other agent of the Company or offer employment to any person who, on or during the six (6) months immediately preceding the date of such solicitation or offer, is or was an officer, employee, representative or other agent of the Company; provided, however, that the foregoing restrictions shall not apply to a Member with respect to officers of the Company who remain employees of such Member; and provided further, however, after three (3) years from the Closing, the foregoing restriction shall not apply to a Member or its Affiliate soliciting or attempting to solicit up to two (2) Company employees per year who have the equivalent of 551 "Hay points" or more, provided such employees who are to be employed by a Member or its Affiliate remain employed by the Company for up to ninety (90) days to allow a replacement to be hired.

(d) Acknowledgment and Enforcement. Each Member agrees that the restrictions and agreements contained in this Section 19.1 are reasonable and necessary to protect the legitimate interests of the Company and the other Member and its Affiliates and that any breach of this Section 19.1 will cause substantial and irreparable harm to the Company and the non-breaching Member and its Affiliates that would not be quantifiable and for which no adequate remedy would exist at law. Accordingly, the Company and the non-breaching Member

shall each be entitled to obtain injunctive or other equitable relief for any violation of this Section 19.1, without the necessity of proving damages or posting of any bond, and such equitable relief shall be in addition to any other remedies, whether at law or in equity, that may be available to the Company and the non-breaching Member. Furthermore, each Member acknowledges and agrees that if the Company fails to enforce this Section 19.1, each Member may take such action as it deems necessary to ensure compliance by the other Member with the terms of this Section 19.1.

(e) Blue Pencil Doctrine. If the duration or geographical extent of, or business activities covered by, this Section 19.1 are in excess of what is valid and enforceable under applicable law, then such provision shall be construed to cover only that duration, geographical extent or activities that are valid and enforceable. Each Member acknowledges the uncertainty of the law in this respect and expressly stipulates that this Agreement is to be given the construction which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law.

Section 19.2. Additional Actions and Documents. Each of the Members hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use all reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

Section 19.3. Notice. Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, facsimile transmission, overnight courier or United States mail (first class, postage prepaid) addressed, if to the Company, to the principal office of the Company set forth in Section 1.2 hereof or to such other address as the Company shall notify the Members in writing; and if to the Members, to their respective addresses set forth in Schedule A hereof or in the register maintained by the Company, or to such other address as any such Member may hereafter designate by notice in writing to the Chair and Company. All periods of notice shall be measured from the date of delivery thereof if manually delivered, when receipt is acknowledged if sent by facsimile transmission, from the first business day after the date of sending if sent by overnight courier, or from four (4) days after the date of mailing if mailed.

Section 19.4. Severability. The invalidity of any one or more provisions hereof or of any other agreement or instrument given pursuant to or in connection with this Agreement shall not affect the remaining portions of this Agreement or any such other agreement or instrument or any part thereof; and in the event that one or more of the provisions contained herein or therein should be invalid, or should operate to render this Agreement or any such other agreement or instrument invalid, this Agreement and such other agreements and instruments shall be construed as if such invalid provisions had not been inserted.

Section 19.5. Survival. It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties and indemnities made in this Agreement shall survive the execution and delivery of this Agreement.

Section 19.6. Waivers. Neither the waiver by a Member of a breach of or a default under any of the provisions of this Agreement, nor the failure of a Member, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right, remedy or privilege hereunder shall thereafter be construed as a waiver of any such provisions, rights, remedies or privileges hereunder.

Section 19.7. Exercise of Rights. No failure or delay on the part of a Member or the Company in exercising any right, power or privilege hereunder and no course of dealing between the Members or between a Member and the Company shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or the Company would otherwise have at law or in equity or otherwise.

Section 19.8. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors and permitted assigns.

Section 19.9. Limitation on Benefits of this Agreement. It is the explicit intention of the Members that no person or entity other than the Members and the Company is or shall be entitled to bring any action to enforce any provision of this Agreement against any Member or the Company, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Members (or their respective heirs, legal representatives, successors and assigns as permitted hereunder) and the Company; provided, however, that the Indemnitees shall, as intended third-party beneficiaries thereof, be entitled to the enforcement of Sections 8.1 and 8.2 hereof, but only as insofar as the obligations sought to be enforced thereunder are those of the Company.

Section 19.10. Waiver of Partition. The Members hereby waive any right of partition or any right to take any action that otherwise might be available to them for the purpose of severing their relationship with the Company or interest in assets held by the Company from the interest of the other Members, except to the extent consistent with Article XIV and XV and Section 19.15 hereof.

Section 19.11. Entire Agreement. This Agreement, any Schedules and Exhibits and the Certificate of Formation together contain the entire agreement among the Members with respect to the matters contained herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

Section 19.12. Pronouns. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the antecedent may require.

Section 19.13. Headings. Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

Section 19.14. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (but not including the choice of law rules thereof).

Section 19.15. Dispute Resolution. Subject to the provisions of Sections 19.1 hereof, the Members agree to settle any controversy, claim or dispute of whatever nature arising between them under this Agreement or in connection with the transactions contemplated hereunder, including those arising out of or relating to the breach, termination, enforceability, scope or validity hereof (any such controversy, claim or dispute, a "Dispute"), as follows:

(a) At the written request of a Member, each Member will direct its Chief Financial Officer for Apogee and Senior Vice President, Finance for PPG to meet and negotiate in good faith to resolve any Dispute. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the Members, but may include participation by one or more of the Managers designated by either Member. Upon agreement between the Members, the Members may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives of the Members for the purposes of these negotiations shall be treated as Confidential Information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in any lawsuit without the concurrence of both Members. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such lawsuit or other binding proceeding agreed to by the Members.

(b) If the negotiations required by Section 19.15(a) hereof do not resolve the Dispute within thirty (30) days after the initial written request, the Members shall jointly select a neutral third party as a mediator to assist the Members in resolving such Dispute, and continue to negotiate in good faith to resolve the Dispute.

(c) With respect only to Disputes that would not, with the passage of time without resolution, enable a Member to deliver a Dispute Trigger Notice under subsection (d) of this Section 19.15, in the event that the mediation provided under subsection (b) of this Section 19.15 does not resolve the Dispute within forty-five (45) days after commencement thereof, then the parties will resolve such Dispute under the provisions of this subsection (c). Any unresolved Dispute shall be settled by binding arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration in effect on the date of the referral of such dispute to arbitration

by three (3) independent and impartial arbitrators, none of whom shall be appointed by either party, provided however, at least one (1) arbitrator shall be a retired judge (collectively, the "Arbitrators"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. (S)1-16 (the "Federal Arbitration Act") to the exclusion of state laws inconsistent therewith and judgment upon the award rendered by the Arbitrators may be entered by any court having jurisdiction thereof. The Arbitrators are not empowered to award a monetary amount in excess of compensatory damages sufficient to reimburse fully and make whole the prevailing party for all direct, out-of-pocket costs and expenses, including reasonable attorney's fees, incurred by the prevailing party, it being understood that the prevailing party shall also be entitled to reimbursement for additional direct, out-of-pocket costs and expenses, including reasonable attorneys' fees, that must be incurred by such prevailing party after the date of the Arbitrators' award on account of the same set of facts and circumstances giving rise to that award. Each party hereby irrevocably waives the right to recover any excess monetary damages with respect to disputes resolved by arbitration herein. Either party shall have the right to seek, at its own cost and expense, preliminary and temporary injunctive relief solely to preserve the status quo of the parties, pending the Arbitrators' determination. The following procedures shall apply:

(i) unless the parties agree otherwise, the place of arbitration shall be in Pittsburgh, Pennsylvania if the arbitration is initiated by Apogee and Minneapolis, Minnesota if the arbitration is initiated by PPG;

(ii) the parties may review and delete potential Arbitrators from the panel list before final selection of the arbitration panel is made from such list;

(iii) prior to the actual arbitration hearing, each party shall provide the Arbitrators, in writing, with the exact ruling (monetary and/or otherwise) that it seeks the Arbitrators to render on its behalf;

(iv) the Arbitrators, acting by at least a two (2) to one (1) majority determination, must render their decision in favor of one party or the other in the exact form of the ruling requested by the prevailing party;

(v) the Arbitrators must determine the prevailing party by interpreting the meaning and intent of the language of the Agreement, applying the applicable law to the relevant facts and picking the arbitration ruling proposed by the party that most closely correlates to their decision based upon the Agreement, the applicable law and the relevant facts;

(vi) the losing party shall pay all costs, fees and expenses of the Arbitrators and the arbitration process charged to the parties. This does not include the cost of attorneys' fees, travel costs, preparation time or other costs incurred by the parties or their witnesses, including experts, which costs shall be paid by the party incurring them;

(vii) except as provided in the Federal Arbitration Act, the decision of

the Arbitrators is final and binding on the parties, and no appeal of any kind may be taken;

(viii) unless otherwise provided in the Agreement, the statute of limitations of the State of Delaware applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by subsection (b) of this Section 19.15; and

(ix) in the event of any inconsistency or conflict between this subsection (c) of Section 19.15 and the applicable CPR Rules for Non-Administered Arbitration, this subsection (c) of Section 19.15 shall govern and control.

(d) With respect only to a Dispute regarding an action requiring either a Member Special Vote (including a failure to obtain a quorum at a Member meeting on two (2) consecutive occasions to consider such a matter) or a Board Supermajority that is continuing without resolution sixty (60) days after the Members have obtained the assistance of a neutral mediator in accordance with subsection (b) of this Section 19.15, either Member shall have the right to send written notice that it is exercising its dispute trigger rights under this Section 19.15 with the consequence set forth herein (a "Dispute Trigger Notice").

(e) If Apogee sends a Dispute Trigger Notice to PPG in accordance with subsection (d) of this Section 19.15, such Dispute Trigger Notice will have the same legal force and effect and thereby give rise to the same rights and obligations as the delivery of an Apogee Performance Trigger Notice under Section 14.3.

(f) If PPG sends a Dispute Trigger Notice to Apogee in accordance with subsection (d) of this Section 19.15 (a "PPG Dispute Trigger Notice"), Apogee will respond in writing within sixty (60) days to PPG as to its preference of either:

(i) PPG purchasing all of Apogee's Membership interest at the purchase price and on the same payment schedule as would be obtained under a purchase of all of Apogee's Membership Interest pursuant to Section 14.3(b)(i) and 14.3(c); or

(ii) dissolution and liquidation of the Company in accordance with the procedures provided in Section 14.3 and Article XV.

(g) If Apogee requests in its response a purchase of all of its Membership Interest under subsection (e)(i) of this Section 19.15, PPG will respond in writing within sixty (60) days that it will either:

(i) complete such purchase as if it was purchasing all of Apogee's Membership Interest pursuant to Section 14.3 (in which event PPG will be obligated to complete such purchase in accordance with the requirements of Section 14.3); or

(ii) dissolve and liquidate the Company in accordance with the procedures provided in Section 14.3(e) and Article XV.

In the event that PPG does not make an election as required under this Section 19.15(f) within the sixty (60)-day period described above, PPG shall be deemed to have made the election set forth in Section 19.15(f)(ii) hereof.

(h) If Apogee either requests in its response a dissolution and liquidation under subsection (e)(ii) of this Section 19.15 or does not respond to the PPG Dispute Trigger Notice within the sixty (60) days provided, PPG will pursue a dissolution and liquidation of the Company in accordance with the procedures provided in Section 14.3(e) and Article XV.

For the avoidance of doubt, the Members agree that, except for a Member's right to propose modifications to the Channel Conflict Procedures and, if rejected, to treat such rejection as a "Dispute" for purposes of this Section 19.15, no amendment of this Agreement proposed by a Member that is not adopted by Member Special Vote shall, in and of itself alone (and without taking into account other circumstances which may bear on such proposal) enable a Member to trigger the dispute resolution mechanisms of this Section 19.15. Either Member may enforce its rights under subsections (d)-(h) of this Section 19.15, as the case may be, through the binding arbitration procedures set forth in subsection (c) of this Section 19.15.

Section 19.16. Jurisdiction; Venue; Process. The parties to this Agreement agree that jurisdiction and venue in any action brought by any party hereto pursuant to this Agreement shall properly (but not exclusively) lie in any federal or state court located in the State of Minnesota, County of Hennepin or the Commonwealth of Pennsylvania, County of Allegheny. By execution and delivery of this Agreement, the parties hereto irrevocably submit to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties hereto irrevocably agree that venue would be proper in such court, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

Section 19.17. Execution in Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all Persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the Persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single Agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

[The remainder of this page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PPG INDUSTRIES, INC.

By /s/ Garry A. Goudy

Its Vice President, ARG

APOGEE ENTERPRISES, INC.

By /s/ Robert G. Barbieri

Its Chief Financial Officer

EXHIBIT 99.1

NEWS RELEASE

APOGEE

FOR IMMEDIATE RELEASE

Apogee:	Mary Ann Jackson	PPG:	John S. Ruch
	952-830-0674 (O)		412-434-2445 (O)
	952-806-9780 (H)		724-452-8834 (H)
	mjackson@apog.com		ruch@ppg.com

PPG AUTO GLASS IN OPERATION, MANAGEMENT TEAM IN PLACE

MINNEAPOLIS, MN (July 31, 2000) - Apogee Enterprises, Inc. of Minneapolis (Nasdaq: APOG) and PPG Industries of Pittsburgh (NYSE: PPG) have completed the previously announced combination of their U.S. automotive replacement glass distribution businesses.

The new venture, PPG Auto Glass, began operation today with more than 1,200 employees from PPG and Apogee's former auto replacement glass distribution units. PPG owns 66 percent and Apogee 34 percent of the new Pittsburgh-based entity.

Leading PPG Auto Glass are Mark J. Orcutt, president; Oswald S. (Wiz) Wyatt and Glen Hartman, senior vice presidents, northern and central regions, respectively; Marc E. Talbert and H. Lee St. John, vice presidents, western and southeast regions, respectively; John A. Bruno, chief financial officer; Jeffrey W. Smith, director of distribution; James J. Ricci, director of marketing and business analysis; and David F. Nelson, director of materials management and purchasing.

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When they announced plans for PPG Auto Glass in June, PPG and Apogee officials said the venture would enhance efficiency, geographic coverage and customer service in distribution for their respective auto replacement glass businesses.

PPG Auto Glass customers are auto glass installers, and the new company has no retail outlets. The venture plans to operate more than 140 distribution facilities nationwide, supplying more than 8,000 replacement glass parts and a broad range of replacement glass business sundries.

The new venture does not include PPG's auto replacement glass manufacturing and truckload sales businesses or Apogee's auto replacement glass production and retail operations. Apogee's retail unit, the Harmon AutoGlass division, owns about 325 installation shops. PPG, which has no retail outlets, is North America's leading maker of auto replacement glass.

Orcutt, 45, held glass sales and management posts after joining PPG in Houston in 1981. The Oneida, N.Y., native was general sales manager, flat glass trade, of subsidiary PPG Canada, Toronto, before becoming director of eastern auto replacement glass sales and distribution in 1995. A Pittsburgh resident, Orcutt is a graduate of Lehigh University, where he also earned a master's degree in business administration (MBA).

Wyatt, 46, joined Apogee in 1993 as area depot manager for its Glass Depot unit in his native Minneapolis. The Harvard University graduate became vice president of Glass Depot in 1997 and executive vice president, Harmon AutoGlass sales and service, in 1999. Wyatt lives in Edina, Minn.

Hartman, 50, began his PPG career in 1971 in his native San Antonio, Texas, managed Texas glass branches and later held commercial construction and branch distribution management assignments. The Southwest Texas State University graduate was regional auto

replacement glass manager in Dallas before becoming western sales and distribution director in 1995. He resides in Plano, Texas.

St. John, 50, joined Apogee in 1974 as a Harmon AutoGlass sales representative in Orlando, Fla. Following Florida sales and operations assignments, he was Harmon AutoGlass southeast general manager and Glass Depot eastern region general manager. The Jacksonville, Fla., native and Georgia Institute of Technology graduate was named Glass Depot distribution vice president in Orlando in 1998. St. John lives in Kissimmee, Fla.

Talbert, 42, joined PPG in his native Dallas in 1980, and held assignments in the metal fabrication, commercial products and flat glass businesses. In 1994 he joined the auto replacement glass business as Dallas market manager, and a year later became manager of western region branch distribution in Santa Ana, Calif. Talbert is a graduate of Amber University and lives in Villa Park, Calif.

Bruno, 33, joined PPG's audit department in 1995 and was named branch distribution accounting manager in 1998. A graduate of Duquesne University, where he also earned an MBA, Bruno is a native and resident of Pittsburgh.

Smith, 45, who joined PPG in 1977 at the Tipton, Pa., auto glass plant, went to the auto replacement glass business in 1985 as an operations analyst. The Harrisburg, Pa., native became manager of logistics planning and support, branch distribution operations, in 1998. The Harmony, Pa., resident is a graduate of Pennsylvania State University with an MBA from the University of Evansville.

Ricci, 46, joined PPG in 1976 in Davenport, Iowa, and was customer service manager for architectural glass products in Chicago, where he moved to the auto replacement glass business as truckload sales representative. He was manager of best demonstrated practices and then Chicago market manager. A native of LaSalle, Ill., and graduate of Augustana College with an

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MBA from Lewis University, Ricci will relocate from Hoffman Estates, Ill., to the Pittsburgh area.

Nelson, 48, joined Apogee in 1987 as production control supervisor at its Owatonna, Minn., facility, was named production and inventory control manager two years later, and became director of materials in 1998. A native and resident of Waseca, Minn., he is a LaSalle University graduate.

PPG is North America's largest producer of flat and fabricated glass. The company is also a major global producer of automotive, industrial and packaging coatings; continuous-strand fiber glass reinforcements and yarns, and industrial and specialty chemicals, as well as a leading North American producer of decorative and maintenance paints. PPG's 1999 sales were $7.8 billion.

Apogee is a world leader in technologies involving the design and development of value-added glass products, services and systems. It has two business segments; the Glass Technologies businesses are leaders primarily in architectural glass and high-end glass coatings for electronics, and the Glass Services businesses are leaders in replacement auto glass and building glass services. Apogee's annual sales are nearly $1 billion.

CAUTIONARY STATEMENT

The discussion above contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements reflect Apogee management's current expectations or beliefs. There can be no assurances that PPG Auto Glass, Apogee's automotive replacement glass distribution joint venture with PPG Industries, will achieve favorable short-term or long-term operating results. In addition, in recent years there has been excess capacity at the distribution level of the automotive replacement glass industry and margins have narrowed. There is no assurance PPG Auto Glass will realize/achieve any anticipated efficiencies or be able to improve or maintain margins. Also there can be no assurances given that the reorganization and realignment of Auto Glass' businesses will lead to successful operating results for those companies now or in the future. The Company cautions readers that actual future results could differ materially from those described in the forward-looking statements depending upon the outcome of certain factors, including the risks and uncertainties identified in Exhibit 99 to the Company's Report on Form 10-K for the fiscal year ended February 26, 2000.

For more information on Apogee Enterprises, Inc. via facsimile at no cost, simply dial 1-800-PRO-INFO and enter the company code ticker APOG.

Internet: www.ppg.com; www.apog.com

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