
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report: June 9, 2017
(Date of earliest event reported)**

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

Commission File Number: 0-6365

Minnesota
(State or other jurisdiction of incorporation)

41-0919654
(IRS Employer Identification No.)

4400 West 78th Street – Suite 520
Minneapolis, Minnesota 55435
(Address of principal executive offices, including zip code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

- Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, on November 2, 2016, Apogee Enterprises, Inc. (the “Company”) entered into a Second Amended and Restated Credit Agreement (the “Existing Agreement”), dated as of November 2, 2016, among the Company, the Lenders from time to time parties to the Existing Agreement, Wells Fargo Bank, National Association, as administrative agent for the Lenders, swingline lender, and Wells Fargo Bank, National Association and U.S. Bank National Association as issuers of letters of credit, and U.S. Bank National Association as Syndication Agent. The Existing Agreement created a committed, revolving credit facility in the amount of \$175 million (subject to increase under the Existing Agreement to an amount not exceeding \$275 million) with a maturity date of November 2, 2021. The credit facility included a letter of credit facility in the amount of up to \$70 million, the outstanding amounts of which decrease the available commitment.

On June 9, 2017, the Company entered into Amendment No. 1 to the Existing Agreement (“Amendment No. 1”), dated as of June 9, 2017, by and among the Company, the Lenders (as defined therein), and Wells Fargo Bank, National Association, as administrative agent for the Lenders, swingline lender and (with Comerica Bank) issuer of letters of credit.

Consistent with the Existing Agreement, under the Existing Agreement, as amended by Amendment No. 1 (the “Amended Agreement”), the Company may elect the borrowings to bear interest at one of two rates. First, borrowings under the Amended Agreement may be made at an interest rate per annum equal to the sum of the Applicable Margin (which is calculated based upon the Company’s debt-to-EBITDA ratio) and the LIBOR Rate (as defined in the Amended Agreement). Second, borrowings under the Amended Agreement may be made at an interest rate per annum equal to the sum of the Applicable Margin and the Base Rate (which is a rate per annum equal to the greatest of (i) the interest rate announced by the Wall Street Journal as the “Prime Rate” in the United States, (ii) the sum of 0.50% per annum and the federal funds rate in effect on such day, and (iii) LIBOR (as defined in the Amended Agreement) for an interest period of one month plus 1.00%) in effect from time to time.

Amendment No. 1 also amended the terms of the Existing Agreement in the following respects:

- The amount of the incremental loan commitments was increased to \$160 million.
- The incremental loan commitments were exercised to increase the amount of the revolving credit facility to \$335 million.

-
- The indebtedness covenant was amended to be less restrictive, with an increase in the permitted amount available to be drawn under letters of credit issued by one or more Lenders.

No other provisions of the Existing Agreement were materially amended by Amendment No. 1.

Consistent with the Existing Agreement, the Amended Agreement provides that the Company may not be a party to any merger, consolidation or share exchange, or sell, transfer, lease or otherwise dispose of all or any substantial part of its assets or property, or in any event sell or discount any of its notes or accounts receivable, or permit any subsidiary to do so; provided, however, that the foregoing restriction does not apply to or operate to prevent (i) the Company being a party to any merger where the Company is the surviving person if, after giving effect to such merger, no Default or Event of Default (both as defined in the Amended Agreement) would then exist, (ii) any subsidiary merging into the Company, being a party to any merger that does not involve the Company where such subsidiary is the surviving person, or being party to a merger in connection with an otherwise permitted disposition if, after giving effect to such merger, no Default or Event of Default would then exist, (iii) the Company or any subsidiary selling its inventory in the ordinary course of its business, (iv) any dissolution of an inactive subsidiary that would not have a Material Adverse Effect (as defined in the Amended Agreement), if, after giving effect to such dissolution, no Default or Event of Default would then exist, and (v) any Like-Kind Exchange (as defined in the Amended Agreement).

Consistent with the Existing Agreement, the Amended Agreement places certain limitations on the payment of cash dividends. It provides that the Company may not declare any dividends (other than dividends payable in capital stock of the Company) on any shares of any class of its capital stock, or apply any part of its property or assets to the purchase, redemption or other retirement of, or set apart any sum for the payment of any dividends on, or make any other distribution by reduction of capital or otherwise in respect of, any shares of any class of capital stock of the Company, unless, immediately after giving effect to such action, there shall not have occurred any Default or Event of Default that is continuing.

Amounts due under the Amended Agreement may be accelerated upon an Event of Default, such as a breach of a representation or covenant or the occurrence of bankruptcy, if not otherwise waived or cured.

Wells Fargo Bank, National Association and certain lenders that are parties to the Agreement have provided, from time to time, and may continue to provide, commercial banking, transfer agent, financial and other services to the Company, including letters of credit, depository and account processing services, for which the Company has paid and intends to pay customary fees.

The foregoing description of the Existing Agreement, Amendment No. 1 and Amended Agreement is not complete and is qualified in its entirety by reference to the Existing Agreement, a copy of which was filed as Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on November 4, 2016, and the Amendment No. 1, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and which are incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On June 12, 2017, the Company completed its previously announced acquisition of all of the outstanding shares of capital stock (the "Shares") of EFCO Corporation, a Missouri corporation ("EFCO") and wholly-owned subsidiary of Pella Corporation, an Iowa corporation, pursuant to a stock purchase agreement (the "Stock Purchase Agreement") dated April 28, 2017. The purchase price for the Shares is equal to an aggregate amount of \$192.3 million, reflecting adjustments for EFCO's available cash and estimated net working capital, payable in the form of (i) a one-time cash payment in an amount equal to \$184.8 million paid at closing and (ii) three installment payments of \$2.5 million due on the first three anniversaries of the closing date. The purchase price was funded by borrowings under the Company's credit facility, as amended.

A summary of the material terms and a copy of the Stock Purchase Agreement are included with the Company's Current Report on Form 8-K filed with the Securities Exchange Commission on May 2, 2017.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

As described under Item 1.01 of this Current Report on Form 8-K, on June 9, 2017, the Company entered into Amendment No. 1 to the Second Amended and Restated Credit Agreement, dated as of June 9, 2017, by and among the Company, the Lenders (as defined therein), and Wells Fargo Bank, National Association, as administrative agent for the Lenders, swingline lender and (with Comerica Bank) issuer of letters of credit. As of June 14, 2017, the date of this Current Report, the Company had outstanding borrowings of \$268 million under the credit facility. The information provided in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 8.01 Other Events.

The Company issued a press release on June 12, 2017 announcing that it had completed its previously announced acquisition of all the outstanding Shares of EFCO pursuant to the Stock Purchase Agreement. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 8.01 of this Current Report, including Exhibit 99.1, is being furnished herewith and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.**(a) Financial Statements of Businesses Acquired.**

The financial statements required by this item will be filed by amendment to this Current Report on Form 8-K as soon as practicable, and in any event not later than 71 calendar days after the date that this Current Report is required to be filed pursuant to Item 2.01.

(b) Pro Forma Financial Information.

The pro forma financial information required by this item will be filed by amendment to this Current Report on Form 8-K as soon as practicable, and in any event not later than 71 calendar days after the date that this Current Report is required to be filed pursuant to Item 2.01.

(d) Exhibits.

Exhibit Number	Description
10.1	Amendment No. 1 to the Second Amended and Restated Credit Agreement, dated as of June 9, 2017, by and among the Company, the Lenders (as defined therein), and Wells Fargo Bank, National Association, as administrative agent for the Lenders, swingline lender and (with Comerica Bank) issuer of letters of credit.*
99.1	Press Release of Apogee Enterprises, Inc. issued on June 12, 2017.**

* Filed herewith.

** Furnished herewith.

SIGNATURE

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

APOGEE ENTERPRISES, INC.

By: /s/ Patricia A. Beithon

Patricia A. Beithon

General Counsel and Secretary

Date: June 14, 2017

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 1 to the Second Amended and Restated Credit Agreement, dated as of June 9, 2017, by and among the Company, the Lenders (as defined therein), and Wells Fargo Bank, National Association, as administrative agent for the Lenders, swingline lender and (with Comerica Bank) issuer of letters of credit.*
99.1	Press Release of Apogee Enterprises, Inc. issued on June 12, 2017.**

* Filed herewith.

** Furnished herewith.

**AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED CREDIT
AGREEMENT**

This AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this “Amendment”), dated as of June 9, 2017, is executed by and among Apogee Enterprises, Inc. (the “Borrower”), the Lenders (as defined below), and Wells Fargo Bank, National Association, as administrative agent, for the Lenders (the “Administrative Agent”), Swingline Lender and Issuing Lender.

BACKGROUND

A. The Borrower, the lenders party thereto (“Lenders”), the Administrative Agent and the other named agents are party to that certain Second Amended and Restated Credit Agreement dated as of November 2, 2016 (the “Credit Agreement”).

B. The parties wish to amend the Credit Agreement to increase the Incremental Loan Commitments and thereupon increase the Revolving Credit Commitments and as otherwise provided herein.

C. The Borrower, the Administrative Agent and the Lenders are willing to enter into this Amendment upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the matters set forth in the recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Section 2. Increase in Aggregate Incremental Loan Commitments and Aggregate Revolving Credit Commitments. Upon (x) the effectiveness of this Amendment, the aggregate Incremental Loan Commitments shall be increased from \$100,000,000 to \$160,000,000 and (y) the effectiveness of this Amendment and the satisfaction of the conditions set forth in Section 4.13 of the Credit Agreement (other than the requirements that an increase notice be delivered, that such notice specify an Increased Amount Date that is not less than 30 days after the date on which such notice is delivered to the Administrative Agent and that the Incremental Loan Commitments be effected pursuant to one or more Joinder Agreements), the aggregate Revolving Credit Commitment shall be increased from \$175,000,000 to \$335,000,000, with the Revolving Credit Commitments to be held among the Revolving Credit Lenders as set forth on Schedule 1.2 to the Credit Agreement, as amended hereby in the form attached hereto as Exhibit A, and with such increase to be effected solely through an exercise of the Incremental Loan Commitments available to the Borrower pursuant to Section 4.13 of the Credit Agreement.

Section 3. Amendments to the Credit Agreement. As of the Amendment Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

3.1. Section 1.1 of the Credit Agreement is hereby amended by restating the defined term “Revolving Credit Commitment” in its entirety as follows:

“Revolving Credit Commitment” shall mean (i) as to any Revolving Credit Lender, the obligation of such Revolving Credit Lender to make Revolving Credit Loans to, and to purchase participations in L/C Obligations and Swingline Loans for the account of, the Borrower hereunder, in an aggregate principal amount at any time outstanding not to exceed the amount set forth opposite such Revolving Credit Lender’s name in Schedule 1.2, as such amount may be modified at any time or from time to time pursuant to the terms hereof (including, without limitation, Section 4.13) and (ii) as to all Revolving Credit Lenders, the aggregate commitment of all Revolving Credit Lenders to make Revolving Credit Loans, as such amount may be modified at any time or from time to time pursuant to the terms hereof (including, without limitation, Section 4.13). The Revolving Credit Commitment of all the Revolving Credit Lenders as of June 9, 2017 shall be \$335,000,000.

3.2. Section 4.13 of the Credit Agreement is hereby amended by deleting the reference in clause (a) thereof to “\$100,000,000” and replacing it with a reference to “\$160,000,000”.

3.3. Section 8.3 of the Credit Agreement is hereby amended by deleting the reference in clause (g) thereof to “\$20,000,000” and replacing it with a reference to “\$40,000,000”.

3.4. Schedule 1.2 to the Credit Agreement is hereby amended and restated in its entirety to read as set forth on Exhibit A hereto.

Section 4. Representations and Warranties. To induce the Administrative Agent and the undersigned Lenders to execute this Amendment, the Borrower hereby represents and warrants to the Administrative Agent and such Lenders as follows:

4.1. the execution, delivery and performance of this Amendment have been duly authorized by all requisite action of the Borrower, and this Amendment constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or similar laws relating to or limiting creditors’ rights generally or by equitable principles relating to enforceability;

4.2. each of the representations and warranties contained in Article VI of the Credit Agreement are true and correct in all material respects with the same effect as though made on and as of the date hereof (except, in each case, to the extent stated to relate to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date); provided, that if a representation or warranty is qualified as to materiality, the applicable materiality qualifier set forth above shall be disregarded with respect to such representation and warranty for purposes of this provision; and

4.3. no Event of Default or Default exists under the Credit Agreement or would exist after giving effect to this Amendment.

Section 5. Effectiveness. This Amendment shall become effective as of the date first set forth above, subject to the satisfaction of the following conditions precedent (the date of such satisfaction being the “Amendment Effective Date”):

5.1. Amendment. Administrative Agent shall have received counterparts of this Amendment signed by the Administrative Agent, the Borrower and Required Lenders.

5.2. Revolving Credit Notes. The Borrower shall have executed and delivered to Administrative Agent an updated Revolving Credit Note in favor of each Revolving Credit Lender requesting an updated Revolving Credit Note.

5.3. Reaffirmation Agreement. The Borrower and the Subsidiary Guarantors shall have executed and delivered to Administrative Agent a Reaffirmation Agreement.

5.4. Legal Opinion. A favorable opinion of counsel to the Borrower addressed to the Administrative Agent and the Lenders with respect to the Borrower, this Amendment, the Loan Documents and such other matters as the Administrative Agent shall reasonably request and which opinion shall permit reliance by successors and permitted assigns of each of the Administrative Agent and the Lenders.

5.5. Secretary’s Certificate. Administrative Agent shall have received from Borrower (i) its charter (or similar formation document) (or a certification by its secretary or assistant secretary that there have been no changes to its charter (or similar formation document) since delivery thereof to Administrative Agent on the Restatement Closing Date), (ii) a good standing certificate from its state of organization, (iii) its bylaws or similar formation document (or a certification from its secretary or assistant secretary that as of the date of such certificate there has been no change to its bylaws since delivery thereof to Administrative Agent on the Restatement Closing Date), (iv) resolutions of its board of directors or other governing body approving and authorizing its execution, delivery and performance of this Amendment, and (v) signature and incumbency certificates of its officers executing this Amendment, all certified by its secretary or an assistant secretary as being in full force and effect without modification.

5.6. Payment of Fees. The Borrower shall have paid to the Administrative Agent, the Lenders and the Lead Arranger, as applicable, all fees due and payable on the Amendment Effective Date.

Section 6. Reference to and Effect Upon the Credit Agreement.

6.1. Except as specifically provided herein, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

6.2. Except as specifically set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders under the Credit Agreement or any other Loan Document, nor constitute an amendment or waiver of any provision of the Credit Agreement or any other

Loan Document. Upon the effectiveness of this Amendment, each reference to the Credit Agreement contained therein or in any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby. This Amendment shall constitute a Loan Document for the purposes of the Credit Agreement and each other Loan Document.

Section 7. APPLICABLE LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

Section 8. Enforceability and Severability. Wherever possible, each provision in or obligation under this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision or obligation shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 9. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a “*PDF*” file) shall be effective as delivery of a manually executed counterpart signature page.

Section 10. Costs and Expenses. The Borrower hereby affirms its obligation under Section 11.3 of the Credit Agreement to reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred in connection with the preparation, negotiation, execution and delivery of this Amendment, including but not limited to the attorneys’ fees and expenses for the Administrative Agent with respect thereto.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

BORROWER:

APOGEE ENTERPRISES, INC., as
Borrower

By: /s/ Gary R. Johnson

Name: Gary R. Johnson

Title: Vice President and Treasurer

LENDERS:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent,
Swingline Lender, Issuing Lender and a
Lender

By: /s/ Kara Treiber

Name: Kara Treiber

Title: Vice President

**U.S. BANK NATIONAL
ASSOCIATION**, as Syndication Agent,
Issuing Lender and a Lender

By: /s/ Mila Yakovlev

Name: Mila Yakovlev

Title: Vice President

[Signature Page to Amendment No. 1 to Second Amended and Restated Credit Agreement]

BMO HARRIS BANK, NA, as a Lender

By: /s/ Philip Sanfilippo

Name: Philip Sanfilippo

Title: Vice President

COMERICA BANK, as a Lender

By: /s/ Brandon Kotcher

Name: Brandon Kotcher

Title: Relationship Manager

THE NORTHERN TRUST COMPANY,
as a Lender

By: /s/ Molly Drennan

Name: Molly Drennan

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Second Amended and Restated Credit Agreement]

Schedule 1.2

Revolving Credit Commitments

Lender	Revolving Credit Commitment
Wells Fargo Bank, National Association	\$92,500,000
U.S. Bank National Association	\$92,500,000
BMO Harris Bank, NA	\$80,000,000
Comerica Bank	\$40,000,000
The Northern Trust Company	<u>\$30,000,000</u>
	\$335,000,000

NEWS RELEASE**APOGEE****APOGEE CLOSING ON ACQUISITION OF EFCO CORPORATION FOR ~\$195 MILLION**

*Acquisition aligns with growth strategies
FY18 outlook, excluding EFCO, reaffirmed*

MINNEAPOLIS (Monday, June 12, 2017) – Apogee Enterprises, Inc. (Nasdaq:APOG) announced today that it has closed on its acquisition of 100 percent of the stock of privately-held EFCO Corporation from Pella Corporation for approximately \$195 million. EFCO is a leading U.S. manufacturer of architectural aluminum window, curtainwall, storefront and entrance systems for commercial construction projects. Apogee provides distinctive value-added glass and metal solutions for the architectural and picture framing industries.

“We are excited to begin the process of integrating EFCO into the Apogee family and realizing the benefits the acquisition will bring to Apogee and to the EFCO business,” said Joseph F. Puishys, Apogee chief executive officer. “Our acquisition of EFCO, with annual revenues of more than \$250 million, will accelerate Apogee’s growth strategies, and expand our presence in mid-size commercial buildings, broaden our product offerings and increase our geographic presence across the United States. To summarize, with the addition of EFCO, we’ve achieved another milestone in our journey to position Apogee to deliver consistently solid performance regardless of economic conditions.

“In addition, EFCO operates in a space we know and structurally has similar operations to those across the Apogee businesses,” he said. “These similarities should benefit both Apogee and EFCO as we share best operational practices, including in productivity, Lean and supply chain, and work to capture \$10 to \$15 million in annual synergies by fiscal 2020. We also see significant margin enhancement opportunities as we leverage Apogee’s scale and build on initiatives already being implemented by EFCO’s strong management team, which is continuing to lead the business.

“EFCO is a growing and profitable company, and in fiscal 2018, we expect the acquisition will add \$200 to \$220 million to Apogee’s revenues and be accretive to Apogee’s EBITDA and earnings per share, excluding transaction-related costs,” said Puishys.

“We are pleased to be joining the Apogee family, and feel Apogee is an ideal parent company for EFCO and our employees,” said Cameron McGinley, EFCO president. “We are looking forward to working with Apogee to capitalize on product, market and operational opportunities for EFCO. We will be collaborating with Apogee on strategic plans to grow EFCO and continuously improve operations.”

- MORE -

Apogee Enterprises, Inc. • 4400 West 78th Street • Minneapolis, MN 55435 • (952) 835-1874 • www.apog.com

Apogee funded the EFCO acquisition through expansion of its existing credit facility. EFCO is a ninth independent operating unit in the Apogee portfolio and is reported as part of the architectural framing systems segment.

OUTLOOK

Apogee's first quarter outlook, which does not include any revenues or earnings from EFCO, is for revenue growth of approximately 10 percent and for earnings per diluted share to be down approximately 10 percent compared to the prior-year period, as expected. First-quarter results will be impacted by the expected and previously discussed first-half revenue decline for the architectural services segment, as well as transaction-related costs from the Sotawall and EFCO acquisitions. The longer-term outlook for the architectural services segment continues to be positive, following a substantial increase in segment backlog in the fiscal 2017 fourth quarter, combined with significant backlog growth expected in the fiscal 2018 first quarter and further expansion anticipated in the second quarter. This backlog growth supports architectural services segment revenue growth in fiscal year 2019 and beyond.

Excluding the impact of the EFCO acquisition, the company reaffirms its stated fiscal 2018 full-year outlook for approximately 10 percent revenue growth and earnings of \$3.35 to \$3.55 per diluted share. Apogee will incorporate EFCO's expected impact on fiscal 2018 full-year results when it releases first-quarter earnings on June 22.

ABOUT EFCO CORPORATION

EFCO, founded in 1951, is headquartered in Monett, MO, where full production capabilities are located; it has additional facilities in Missouri, Illinois and Virginia. It is a leading U.S. manufacturer of architectural aluminum window, curtainwall, storefront and entrance systems for commercial construction projects. EFCO has approximately 1,600 employees.

ABOUT APOGEE ENTERPRISES

Apogee Enterprises, Inc., headquartered in Minneapolis, is a leader in technologies involving the design and development of value-added glass products and services. The company is organized in four segments, with three of the segments serving the commercial construction market:

- Architectural Glass segment consists of Viracon, the leading fabricator of coated, high-performance architectural glass for global markets.
- Architectural Framing Systems segment businesses design, engineer, fabricate and finish the aluminum frames for window, curtainwall and storefront systems that comprise the outside skin of buildings. Businesses in this segment are: Wausau, a manufacturer of custom aluminum window systems and curtainwall; Sotawall, a manufacturer of unitized curtainwall systems; Tubelite, a fabricator of aluminum storefront, entrance and curtainwall products; Alumicor, a fabricator of aluminum storefront, entrance, curtainwall and window products for Canadian markets; and Linetec, a paint and anodizing finisher of window frames and PVC shutters.
- Architectural Services segment consists of Harmon, Inc., one of the largest U.S. full-service building glass installation companies.
- Large-Scale Optical segment consists of Tru Vue, a value-added glass and acrylic manufacturer primarily for the custom picture framing market.

- MORE -

FORWARD-LOOKING STATEMENTS

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 expectations or beliefs as of the date of this release. The company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. All forward-looking statements are qualified by factors that may affect the operating results of the company, including the following: (A) global economic conditions and the cyclical nature of the North American and Latin American commercial construction industries, which impact our three architectural segments, and consumer confidence and the conditions of the U.S. economy, which impact our large-scale optical segment; (B) fluctuations in foreign currency exchange rates; (C) actions of new and existing competitors; (D) ability to effectively utilize and increase production capacity; (E) product performance, reliability and quality issues; (F) project management and installation issues that could result in losses on individual contracts; (G) changes in consumer and customer preference, or architectural trends and building codes; (H) dependence on a relatively small number of customers in certain business segments; (I) revenue and operating results that could differ from market expectations; (J) self-insurance risk related to a material product liability or other event for which the company is liable; (K) dependence on information technology systems and information security threats; (L) cost of compliance with and changes in environmental regulations; (M) interruptions in glass supply; (N) loss of key personnel and inability to source sufficient labor; and (O) integration of recent acquisitions. The company cautions investors that actual future results could differ materially from those described in the forward-looking statements, and that other factors may in the future prove to be important in affecting the company’s results of operations. New factors emerge from time to time and it is not possible for management to predict all such factors, nor can it assess the impact of each such factor on the business or the extent to which any factor, or a combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. For a more detailed explanation of the foregoing and other risks and uncertainties, see Item 1A of the company’s Annual Report on Form 10-K for the fiscal year ended March 4, 2017.

-30-

Contact: Mary Ann Jackson
Investor Relations
952-487-7538
mjackson@apog.com