UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 3, 2000

OR

[_] TRANSITION REPORT PURSUANT TO SECTION 13 OR
15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ____________ to ____________

Commission File Number 0-6365

APOGEE ENTERPRISES, INC.
(Exact Name of Registrant as Specified in Charter)

Minnesota	41-0919654
(State of Incorporation)	(IRS Employer ID No.)

7900 Xerxes Avenue South, Suite 1800, Minneapolis, Minnesota 55431
(Address of Principal Executive Offices)

Registrant's Telephone Number (952) 835-1874

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES X NO _____

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the close of the latest practicable date.

Class	Outstanding at June 30, 2000
Common Stock, $.33 1/3 Par Value	27,829,167

APOGEE ENTERPRISES, INC.
FORM 10-Q
TABLE OF CONTENTS
FOR THE QUARTER ENDED June 3, 2000

Item 1. Financial Statements

APOGEE ENTERPRISES, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
AS OF JUNE 3, 2000 AND FEBRUARY 26, 2000
(Thousands of Dollars)

	June 3, 2000 (unaudited)	February 26, 2000
ASSETS		
Current assets		
Cash and cash equivalents	$ 8,679	$ 7,192
Receivables, net of allowance for doubtful accounts	124,337	125,064
Inventories	66,907	68,184
Deferred tax assets	10,173	8,435
Other current assets	2,564	5,547
Total current assets	212,660	214,422
Property, plant and equipment, net	180,461	186,039
Other assets		
Marketable securities - available for sale	24,590	24,951
Investments	410	418
Intangible assets, at cost less accumulated amortization of $12,271 and $11,668, respectively	50,493	50,549
Other	4,658	4,775
Total assets	$ 473,272	$ 481,154
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 63,923	$ 57,989
Accrued expenses	52,450	56,624
Current liabilities of discontinued operations, net	2,709	2,907
Billings in excess of costs and earnings on uncompleted contracts	9,046	9,827
Accrued income taxes	5,750	7,868
Current installments of long-term debt	151	182
Total current liabilities	134,029	135,397
Long-term debt, less current installments	152,081	164,371
Other long-term liabilities	25,948	25,248
Liabilities of discontinued operations, net	22,409	18,366
Commitments and contingent liabilities (Note 5)		
Shareholders' equity		
Common stock, $.33 1/3 par value; authorized 50,000,000 shares; issued and outstanding 27,844,000 and 27,743,000 shares, respectively	9,281	9,248
Additional paid-in capital	45,766	45,106
Retained earnings	85,151	84,608
Unearned compensation	(1,064)	(888)
Net unrealized (loss)/gain on marketable securities	(329)	(302)
Total shareholders' equity	138,805	137,772
Total liabilities and shareholders' equity	$ 473,272	$ 481,154

See accompanying notes to consolidated financial statements.

APOGEE ENTERPRISES, INC. AND SUBSIDIARIES
CONSOLIDATED RESULTS OF OPERATIONS
FOR THE QUARTERS ENDED JUNE 3, 2000 AND MAY 29, 1999
(Thousands of Dollars Except Share and Per Share Amounts)
(unaudited)

	Quarter Ended June 3, 2000	Quarter Ended May 29, 1999
Net sales	$ 237,253	$ 209,663
Cost of sales	189,339	162,600
Gross profit	47,914	47,063
Selling, general and administrative expenses	40,959	36,329
Operating income	6,955	10,734
Interest expense, net	2,783	2,567
Earnings from continuing operations before income taxes and other items below	4,172	8,167
Income tax provision	1,460	2,940
Equity in net loss of affiliated companies	692	440
Earnings from continuing operations	2,020	4,787
Earnings (loss) from operations of discontinued businesses, net of income taxes	--	(217)
Net earnings	$ 2,020	$ 4,570
Earnings (loss) per share-basic		
Continuing operations	$ 0.07	$ 0.17
Discontinued operations	--	(0.01)
Net earnings	$ 0.07	$ 0.17
Earnings (loss) per share-diluted		
Continuing operations	$ 0.07	$ 0.17
Discontinued operations	--	(0.01)
Net earnings	$ 0.07	$ 0.16
Weighted average basis shares outstanding	27,801	27,635
Weighted average diluted shares outstanding	27,801	27,747

See accompanying notes to consolidated financial statements.

APOGEE ENTERPRISES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE QUARTERS ENDED JUNE 3, 2000 AND MAY 29, 1999
(Thousands of Dollars)
(unaudited)

	Quarter Ended	
	June 3, 2000	May 29, 1999
OPERATING ACTIVITIES		
Net earnings	$ 2,020	$ 4,570
Adjustments to reconcile net earnings to net cash provided by continuing operating activities:		
Net loss (earnings) from discontinued operations	---	217
Depreciation and amortization	9,795	8,319
Provision for losses on accounts receivable	1,112	806
Deferred income tax (benefit) expense	(1,543)	634
Equity in net loss of affiliated companies	692	440
Net cash flow (to) from discontinued operations	(530)	(574)
Other, net	(64)	49
Cash flow before changes in operating assets and liabilities	11,482	14,461
Changes in operating assets and liabilities, net of effect of acquisitions:		
Receivables	(385)	6,137
Inventories	1,277	(1,102)
Other current assets	2,983	533
Accounts payable and accrued expenses	1,711	(15,532)
Billings in excess of costs and earnings on uncompleted contracts	(781)	92
Refundable income taxes and accrued income taxes	(1,918)	2,105
Other long-term liabilities	524	464
Net cash provided by continuing operating activities	14,893	7,158
INVESTING ACTIVITIES		
Capital expenditures	(3,587)	(24,874)
Acquisition of businesses, net of cash acquired	---	(1,981)
Purchases of marketable securities	(4,821)	(2,924)
Sales/maturities of marketable securities	5,140	6,040
Investments in and advances to affiliated companies	(684)	(390)
Proceeds from sale of property and equipment	23	42
Net cash flow from discontinued operations	4,375	---
Other, net	(26)	(169)
Net cash provided by (used in) investing activities	420	(24,256)
FINANCING ACTIVITIES		
Payments on long-term debt	(12,321)	(376)
Proceeds from issuance of long-term debt	---	22,100
Increase in deferred debt expense	(521)	---
Proceeds from issuance of common stock	517	2,140
Repurchase and retirement of common stock	(50)	(852)
Dividends paid	(1,451)	(1,457)
Net cash (used in) provided by financing activities	(13,826)	21,555
Increase in cash and cash equivalents	1,487	4,457
Cash and cash equivalents at beginning of period	7,192	1,318
Cash and cash equivalents at end of period	$ 8,679	$ 5,775

See accompanying notes to consolidated financial statements.

1. Summary of Significant Accounting Policies

In the opinion of the Company, the accompanying unaudited consolidated financial statements contain all adjustments (consisting of only normal recurring adjustments) necessary to present fairly the financial position as of June 3, 2000 and May 29, 1999, and the results of operations and cash flows for the fourteen week period ended June 3, 2000 and for the thirteen week period ended May 29, 1999. As explained in note 4, the Company's curtainwall contracting and detention/security contracting businesses are reported as discontinued operations, along with the Company's interest in VIS'N Service Corporation. Accordingly, certain prior year amounts have been reclassified to conform to the current period presentation.

The financial statements and notes are presented as permitted by Form 10-Q and do not contain certain information included in the Company's annual financial statements and notes. The information included in this Form 10-Q should be read in conjunction with Management's Discussion and Analysis and financial statements and notes thereto included in the Company's Form 10-K for the year ended February 26, 2000. The results of operations for the fourteen week period ended June 3, 2000 and the thirteen week period ended May 29, 1999 are not necessarily indicative of the results to be expected for the full year.

The Company's fiscal year ends on the Saturday closest to February 28. Each interim quarter ends on the Saturday closest to the end of the months of May, August and November.

2. Earnings Per Share

The following table presents a reconciliation of the denominators used in the computation of basic and diluted earnings per share.

	June 3, 2000	May 29, 1999
Basic earnings per share - Weighted common shares outstanding	27,801,040	27,635,067
Weighted common shares assumed upon exercise of stock options	--	111,826
Diluted earnings per share - Weighted common shares and potential common shares outstanding	27,801,040	27,746,893

3. Inventories

(Thousands of Dollars)	June 3, 2000	February 26, 2000
Raw materials	$18,927	$18,966
Work-in process	5,136	4,995
Finished	40,790	43,439
Cost and earnings in excess of billings on uncompleted contracts	2,054	784
Total inventories	$66,907	$68,184

4. Discontinued Operations

In fiscal 1999, Apogee's Board of Directors authorized the divestiture of the detention/security and domestic curtainwall operations. In late fiscal 2000, Apogee's Board of Directors authorized the exit from the Company's interest in VIS'N Service Corporation (VIS'N), a non-auto glass focused, third party administered claims processor. On December 3, 1998, the Company executed the sale of its detention/security business, effective November 28, 1998. On May 13, 1999, the Company completed the sale of 100% of the stock of its large-scale domestic curtainwall business, Harmon, Ltd. The sale of Harmon, Ltd. and the Company's detention/security business combined with the fiscal 1998 exit from international curtainwall operations effectively removed the Company from the large-scale construction business. Accordingly, these businesses are presented as discontinued operations in the accompanying financial statements and notes. Prior periods have been restated.

At June 3, 2000, accruals totaling $25.1 million represented the remaining estimated (net) future cash outflows associated with the exit from discontinued operations. The majority of these cash expenditures are expected to be made within the next one to two years. The primary components of the accrual relate to the completion of certain construction projects, as well as costs to exit the VIS'N business, associated legal and advisory fees and related costs.

5. Commitments and Contingent Liabilities

At June 3, 2000, the Company had ongoing letters of credit related to its risk management programs, construction contracts and certain industrial development bonds. The total value of letters of credit under which the Company is obligated as of June 3, 2000 was approximately $6.6 million. The Company has also entered into a number of noncompete agreements for the benefit of the Company. As of February 26, 2000, we were committed to make future payments of $3.5 million under such agreements.

The Company has been party to various legal proceedings incidental to its normal operating activities. In particular, like others in the construction industry, its discontinued construction business is routinely involved in various disputes and claims arising out of construction projects, sometimes involving significant monetary damages. Although it is impossible to predict the outcome of such proceedings, the Company believes, based on facts currently available to it, that none of such claims will result in losses that would have a material adverse effect on its financial condition.

6. Comprehensive Earnings

(Thousands of Dollars)	June 3, 2000	May 29, 1999
Net earnings	$2,020	$4,570
Change in unrealized gains on marketable securities, net of $15 and $62, tax benefit, respectively	(27)	(118)
Comprehensive earnings	$1,993	$4,452

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following selected financial data should be read in conjunction with the Company's Form 10-K for the year ended February 26, 2000 and the consolidated financial statements, including the notes to consolidated financial statements, included therein.

Sales and Earnings

Fiscal 2001 figures include one extra week in the quarter as compared to the same quarter a year ago. Net sales for the first quarter ended June 3, 2000 were $237.3 million, a 13% increase over the $209.7 million reported for the prior year quarter. First quarter earnings from continuing operations fell 58% to $2.0 million, or 7 cents per share-diluted, from $4.8 million, or 17 cents per share-diluted, for the prior year quarter. Last year's net sales have been restated to reflect the planned exit of the Company's interest in

VIS'N Service Corporation (VIS'N). Accordingly, the results of this business, along with the Company's detention/security and domestic curtainwall operations, are reported as discontinued operations.

First Quarter Fiscal 2001 Compared to First Quarter Fiscal 2000
- --

The following table compares first quarter results with year-ago results, as a percentage of sales, for each caption. Fiscal 2000 results have been restated to reflect the effect of discontinued operations.

	Percentage of Net Sales	
	Quarter Ended	
	June 3, 2000	May 29, 2000
Net sales	100.0	100.0
Cost of sales	79.8	77.6
Gross profit	20.2	22.4
Selling, general and administrative expenses	17.3	17.3
Operating income	2.9	5.1
Interest expense, net	1.2	1.2
Earnings from continuing operations before before income and other items	1.8	3.9
Income taxes	0.6	1.4
Equity in net loss of affiliated companies	0.3	0.2
Earnings from continuing operations	0.9	2.3
Earnings (loss) from discontinued operations	0.0	(0.1)
Net earnings	0.9	2.2
Effective tax rate	35.0%	36.0%

On a consolidated basis, gross profit, as a percentage of net sales, decreased from 22.4% to 20.2%, due primarily to decreased margins as a result of operational difficulties at Viratec and pricing pressures at the auto glass businesses, partially offset by improved margins at Viracon, Tru Vue, Apogee Wausau Group (AWG) and Harmon, Inc.

Selling, general and administrative (SG&A) expenses, as a percentage of sales, remained constant from a year ago, but rose by $4.6 million, or 13% due primarily to increases in depreciation, timing of bonus and incentive accruals and allowance for bad debts.

Net interest expense rose 8% during the quarter as lower borrowing levels were offset by higher borrowing rates. The effective income tax rate of 35.0% reflected a marginal decrease from the effective rate of 36% a year ago.

The following table presents sales and operating income data for the Company's two segments and on a consolidated basis for the first quarter, when compared to the corresponding period a year ago. Operating results are discussed below.

	Quarter Ended		
(Thousands of Dollars)	June 3, 2000	May 29, 1999	Percentage Change
Net Sales			
Glass Technologies	$ 103,034	$ 88,531	16%
Glass Services	135,984	121,245	12
Intersegment elimination	(1,765)	(113)	NM
Net sales	$ 237,253	$ 209,663	13%
Operating Income (Loss)			
Glass Technologies	$ 2,729	$ 4,019	(32)%
Glass Services	5,337	7,941	(33)
Corporate and other	(1,111)	(1,226)	9
Operating income (loss)	$ 6,955	$ 10,734	(35)%

NM = Not meaningful

Glass Technologies (GT)
- -----------------------
Net sales increased 16% over the prior period as a result of strong demand throughout the segment and corresponding utilization of increased production capacity. First quarter operating income decreased 32% to $2.7 million compared to $4.0 million in the year-ago quarter as continued progress at Linetec, Tru Vue and Wausau Window & Wall Systems was more than offset by lower results at Viracon and disappointing results at Viratec.

Viracon, the segment's largest operating unit, reported a 32% decline in operating income despite a sales gain of 17% as compared to the prior year's quarter. Higher depreciation costs from prior year capital additions and timing differences between production and shipments contributed to the operating income decline from the prior year's quarter.

GT's Viratec unit reported a larger operating loss over the same period a year ago. The relocated Optium CRT coating operation in San Diego, CA reported continued increases in volume and efficiency. However, these results were not enough to offset the losses reported by the flat glass line in Faribault, MN due to on-going operational difficulties with more complex products and increased depreciation costs.

Although the first quarter is typically soft for Tru Vue, it recorded a 73% operating income increase on an 18% sales increase compared to the prior year's quarter due to continued increased operational efficiencies and demand for Tru Vue's higher margin, value-added glass products.

The Apogee Wausau Group (AWG), which consists of Wausau Window and Wall Systems and Linetec, reported combined sales gain of 13% and an operating income increase of 11%, reflecting higher volume.

Glass Services (GS)
- -------------------

Compared to the prior year quarter, GS sales for the quarter increased 12% to $136.0 million. The segment's operating income for the first quarter decreased 33% to $5.3 million from the year-ago quarter, as excellent results by Harmon, Inc. were more than offset by continuing weakness in auto glass.

The auto glass business reported a 6% increase in sales compared to the first quarter of the prior year. Net sales of the auto glass retail unit remained flat compared with those of a year ago, although unit volume decreased by 8%. Net sales of the distribution and manufacturing units of auto glass increased over a year ago. A significant decrease in operating income was primarily the result of continued soft demand and pricing pressures in the retail auto glass business. To respond to changing market conditions, the retail auto glass business was restructured during fiscal 2000. Approximately 40 retail stores are expected to be closed during fiscal 2001.

Harmon, Inc., the Company's full service building glass installation and repair business, reported a 42% increase in sales and a significant increase in operating income for the quarter as compared to the same quarter a year ago.

On June 13, 2000, the Company and PPG Industries of Pittsburgh announced that they have agreed to combine their U.S. automotive replacement glass distribution businesses in a new entity, PPG Auto Glass. On June 26, 2000, the Company and PPG were notified by the Federal Trade Commission that they had received early termination of the waiting period for their filings under the Hart-Scott-Rodino Improvement Act regarding the proposed joint venture. The venture is anticipated to close and begin operations later this summer. See Item 5 for more information.

Discontinued Operations
- -----------------------

In fiscal 1999, Apogee's Board of Directors authorized the divestiture of the detention/security and domestic curtainwall operations. In late fiscal 2000, Apogee's Board of Directors authorized the exit from the Company's interest in VIS'N Service Corporation (VIS'N), a non-auto glass focused, third party administered claims processor. On December 3, 1998, the segment executed the sale of its detention/security business, effective November 28, 1998. On May 13, 1999, the Company completed the sale of 100% of the stock of its large-scale domestic curtainwall business, Harmon, Ltd. The sale of Harmon, Ltd. and the Company's detention/security business combined with the fiscal 1998 exit from international curtainwall operations effectively removed the Company from the large-scale construction business. Accordingly, these businesses are presented as discontinued operations in the accompanying financial statements and notes. Prior periods have been restated.

Backlog

At June 3, 2000, Apogee's consolidated backlog was $188 million, up 7% from the $175 million reported at February 26, 2000. The backlogs of GT's operations represented over 65% of Apogee's consolidated backlog.

Liquidity and Capital Resources

Financial Condition

Net cash provided by operating activities

Cash provided by continuing operating activities in the first quarter was $14.9 million for the quarter versus $7.2 million in the first quarter of fiscal 2000. The $14.9 million figure represents mainly the combination of net earnings and noncash charges such as depreciation and amortization as well as a $3.4 million decrease in working capital, excluding cash, which resulted from decreased inventories and increased accounts payable and accruals, offset by decreased income taxes.

Net cash used in investing activities
Additions to property, plant and equipment during the quarter totaled approximately $3.6 million, down significantly from the $24.9 million from the prior year quarter.

For fiscal 2001, the Company expects to incur capital expenditures as necessary to maintain existing facilities and information systems. Fiscal 2001 capital expenditures are expected to be significantly less than those for fiscal 2000.

Net cash provided by financing activities

Total borrowings stood at $152.2 million at June 3, 2000, down from the $164.6 million outstanding at February 26, 2000. The majority of all of the Company's long-term debt consisted of bank borrowings. The borrowings, along with cash provided by operating activities, were sufficient to finance the period's investing activities and cash dividend requirements. At June 3, 2000, long-term debt stood at 52% of total capitalization, compared to 54% at fiscal year-end 2000.

Effective June 1, 2000, the Company amended its revolving credit agreement in conjunction with a pending joint venture with PPG Industries of Pittsburgh to combine their U.S. automotive replacement glass distribution businesses. The amendment resulted in a decrease in borrowing capacity from $253 million to $200 million.

The Company anticipates outstanding borrowings to decline over the course of the year. The Company believes that cash from operating activities and the available credit facility provide adequate liquidity for the remainder of the fiscal year.

Shareholders' Equity

At June 3, 2000, Apogee's shareholders' equity stood at $138.8 million. Book value per share was $5.00, up from $4.97 per share at February 26, 2000, with outstanding common shares increasing nominally during the period. Net earnings and proceeds from common stock issued in connection with our stock-based compensation plans accounted for the increase, slightly offset by dividends paid.

New Accounting Standards

In June 1998, Statement of Financial Accounting Standards (SFAS) No. 133, Accounting for Derivative Instruments and Hedging Activities, was issued and, as amended by SFAS No. 137, is effective for fiscal years beginning after June 15, 2000, although earlier application is permitted. SFAS No. 133 requires all derivatives to be measured at fair value and recognized as assets or liabilities on the balance sheet. Changes in the fair value of derivatives should be recognized in either net earnings or other comprehensive earnings, depending on the designated purpose of the derivative. The Company expects to adopt SFAS 133 in fiscal 2002. SFAS No. 133 is not expected to have a material impact on the Company's financial position or results of operations.

Cautionary Statement

This report contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements may include forward-looking statements, which reflect the Company's current views with respect to future events and financial performance. The words "believe," "expect," "anticipate," "intends," "estimate," "forecast," "project," "should" and similar expressions are intended to identify "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All forecasts and projections in this document are "forward-looking statements," and are based on management's current expectations of the Company's near-term results, based on current information available pertaining to the Company, including the risk factors noted below.

The Company wishes to caution investors that any forward-looking statements made by or on behalf of the Company are subject to uncertainties and other factors that could cause actual results to differ materially from such statements. These uncertainties and other risk factors include, but are not limited to: whether the cost savings programs implemented at the auto glass businesses will lead to improved operating results, the continuation of unfavorable industry conditions in the auto glass businesses, whether the Company's proposed automotive replacement glass distribution joint venture with PPG Industries will successfully combine the merged businesses or, that once combined the venture will achieve favorable short-term or long-term operating results, whether other strategic alternatives being considered for the auto glass businesses will be available on terms favorable to the Company, whether the production ramp-ups of new or expanded plant capacity in the Glass Technologies (GT) segment will proceed as anticipated and will lead to successful operating results for those companies now or in the future, whether demand for GT products and services will continue at present rates and whether generally favorable economic conditions will continue.

A number of other factors should be considered in conjunction with this report's forward-looking statements, any discussion of operations or results by the Company or its representatives and any forward-looking discussion, as well as comments contained in press releases, presentations to securities analysts or investors, or other communications by the Company. These other factors are set forth in the cautionary statement filed as Exhibit 99 to the Company's Annual Report on Form 10-K, and include, without limitation, cautionary statements regarding changes in economic and market conditions, factors related to competitive pricing, commercial building market conditions, management of growth of business units, greater than expected costs or difficulties related to the operation of the businesses, the impact of foreign currency markets, the integration of acquisitions, the realization of expected economies gained through expansion and information systems technology updates. 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.

Item 3: Quantitative and Qualitative Disclosures About Market Risk

The Company's principal market risk is sensitivity to interest rates, which is the risk that changes in interest rates will reduce net earnings of the Company. To manage the Company's direct risk from changes in market interest rates, management actively monitors the interest sensitive components of the Company's balance sheet, primarily debt obligations, as well as market interest rates in order to minimize the impact of changes in interest rates on net earnings and cash flow.

The primary measure of interest rate risk is the simulation of net income under different interest rate environments. The approach used to quantify interest rate risk is a sensitivity analysis. This approach calculates the impact on net earnings, relative to a base case scenario, of rates increasing or decreasing gradually over the next 12 months by 200 basis points. The aforementioned changes in interest rates affecting the Company's financial instruments would result in approximately a $1.1 million impact to net earnings. As interest rates increase, net earnings decrease; as interest rates decrease, net earnings increase.

The Company uses interest swaps to fix a portion of its variable rate borrowings from fluctuations in interest rates. As of June 3, 2000, the Company has interest swaps covering $35 million of variable rate debt.

The Company has a policy of using forward exchange contracts to hedge its net exposures, by currency, related to the foreign currency-denominated monetary assets and liabilities, and future firm commitments of its operations. Forward exchange contracts are also used from time to time to manage near-term foreign currency cash requirements. The primary objective of these hedging activities is to maintain an approximately balanced position in foreign currencies so that exchange gains and losses resulting from exchange rate changes, net of related tax effects, are minimized.

Given the Company's balanced foreign exchange position described above, a 10% adverse change in foreign exchange rates upon which these contracts are based would result in exchange losses from these contracts that would, in all material respects, be fully offset by exchange gains on the underlying net monetary exposures for which the contracts are designated as hedges. As of June 3, 2000, the Company did not have any forward contracts outstanding as the Company had no material foreign exchange exposure.

PART II

OTHER INFORMATION

ITEM 5. Other Information

On June 13, 2000, the Company and PPG Industries of Pittsburgh announced that they have agreed to combine their U.S. automotive replacement glass distribution businesses in a new entity, PPG Auto Glass, LLC. PPG will hold a 66 percent interest and the Company a 34% interest in the new company.

The Company operates about 75 wholesale distribution branches and PPG operates more than 110. The new venture will not include PPG's auto replacement glass production and truckload sales business, or the Company's manufacturing and retail installation operations. The new venture is expected to employ more than 1,200 people from PPG's and the Company's existing auto replacement glass distribution units.

On June 26, 2000, the Company and PPG were notified by the Federal Trade Commission that they had received early termination of the waiting period for their filings under the Hart-Scott-Rodino Improvement Act regarding the proposed joint venture. This was the last significant condition to closing the venture. The venture is anticipated to close and begin operations later this summer.

ITEM 6. Exhibits and Reports on Form 8-K

(a) Exhibits:

Exhibit (10.1). Conditional Waiver and Amendment No. 4 to Credit Agreement
Exhibit (27). Financial Data Schedule (EDGAR filing only)
Exhibit (27.1). Restated Financial Data Schedule (EDGAR filing only)

(b) Reports on Form 8-K:

None

SIGNATURES

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 thereunto duly authorized.

APOGEE ENTERPRISES, INC.

Date: July 10, 2000

/s/ Russell Huffer

Russell Huffer
Chairman, President and Chief Executive Officer

Date: July 10, 2000

/s/ Robert G. Barbieri

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

EXHIBITS INDEX

EXHIBIT 10.1

CONDITIONAL WAIVER AND AMENDMENT NO. 4 TO CREDIT AGREEMENT

CONDITIONAL WAIVER AND AMENDMENT NO. 4, dated as of April 12, 2000 (this "Waiver and Amendment"), to the CREDIT AGREEMENT, dated as of May 21, 1998 (the "Credit Agreement"), among Apogee Enterprises, Inc., a Minnesota corporation (the "Borrower"), each of the lenders from time to time parties thereto (collectively, the "Lenders"), and The Bank of New York, as L/C Issuer, Administrative Agent for the Lenders and Swing Line Lender, as such Credit Agreement was amended by AMENDMENT NO. 1, dated as of July 22, 1998, CONDITIONAL WAIVER AND AMENDMENT NO. 2, dated as of November 10, 1998. and WAIVER AND AMENDMENT NO. 3, dated as of September 14, 1999.

RECITALS

A. The Borrower, in connection with a joint venture with PPG Industries, Inc. ("PPG"), proposes to contribute to the joint venture, to be known as PPG Auto Glass, LLC, certain of its assets relating to its wholesale autoglass distribution business, which assets are held by a number of its subsidiaries.

B. The Credit Agreement places certain restrictions on the Borrower's ability to transfer its assets.

C. The Lenders desire to waive these restrictions to the Credit Agreement with respect the abovementioned contribution.

D. In addition, the parties desire to reduce the Total Commitment, make various amendments to the Credit Agreement and enter into a security agreement to secure certain assets and properties of the Borrower and its Subsidiaries.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Section 1. Amendments.

(a) Pursuant to Section 11.05 of the Credit Agreement, the definition of "Applicable Margin" in Section 1.01(c) of the Credit Agreement shall be amended to read in its entirety as follows:

> "Applicable Margin" means, at any date and with respect to each Loan, the applicable margin set forth below based upon the Debt/EBITDA Ratio as of such date (it being understood that measurement of the Debt/EBITDA Ratio as of any Measurement Date is sufficient for this purpose):

	Applicable Margin	
Debt/EBITDA Ratio	ABR Loans	Eurodollar Loans
3.50 or greater	1.000%	2.250%
3.00 or greater, but less than 3.50	0.750	2.000
2.50 or greater, but less than 3.00	0.500	1.750
2.00 or greater, but less than 2.50	0.375	1.625
Less than 2.00	0.250	1.500

(b) Pursuant to Section 11.05 of the Credit Agreement, the definition of "EBITDA" in Section 1.01(c) of the Credit Agreement shall be amended to read in its entirety as follows:

"EBITDA means, for any period, the consolidated net income of the Borrower for such period, before subtracting consolidated income taxes, Interest Expense, depreciation, and amortization (including, without limitation, amortization associated with goodwill, deferred debt expenses, restricted stock and option costs and non-competition agreements) of the Borrower for such period. For purposes of this Agreement, the parties hereto agree that the Borrower's (or any of its Subsidiaries') share of the net income, before subtracting income taxes, interest expense, depreciation, and amortization, from any unconsolidated joint venture investments shall be included in EBITDA. In addition, the parties agree that (i) income, expenses and charges relating to discontinued operations (whether resulting in a net positive or a net negative) shall be excluded from EBITDA and (ii) EBITDA shall be adjusted pro forma for any acquisitions or divestitures by the Borrower or its Subsidiaries by adding or subtracting, as the case may be, for the entire period for which EBITDA is being calculated, the EBITDA (for such acquired or divested business, calculated in accordance with this definition) attributable to any acquired or divested business."

(c) Pursuant to Section 11.05 of the Credit Agreement, Section 1.01(c) of the Credit Agreement shall be amended by adding the following definition of "Fair Market Value" to that Section, which shall read in its entirety as follows:

"Fair Market Value" means, with respect to any assets or Property (other than cash), the price that could be negotiated in an arm's-length free market transaction for cash, between a willing seller and a willing buyer, neither of whom is under pressure or compulsion to complete the transaction. Unless otherwise specified, (i) in the case of assets or Property with a net book value on the books of the Borrower or its Subsidiaries at the date of determination less than $15,000,000, Fair Market Value shall be determined by the chief financial officer or treasurer of the Borrower acting in good faith and such determination shall be evidenced by a certificate of the officer making such determination, (ii) in the case of assets or Property with a net book value on the books of the Borrower or its Subsidiaries at the date of determination of greater than or equal to $15,000,000, but less than $30,000,000, Fair Market Value shall be determined by the Board of Directors of the Borrower acting in good faith and shall be evidenced by a certified resolution of the Board of Directors of the Borrower, and (iii) in the case of assets or Property with a net book value on the books of the Borrower or its Subsidiaries at the date of determination of greater than or equal to $30,000,000, Fair Market Value shall be determined by an investment banking firm, accounting firm or appraisal firm of national recognition that is not an Affiliate of the Borrower or any of its Subsidiaries, which firm shall evidence its determination by a written opinion setting forth the Fair Market Value."

(d) Pursuant to Section 11.05 of the Credit Agreement, the definition of "Security Release Date" in Section 1.01(c) of the Credit Agreement shall be amended to read in its entirety as follows:

"Security Release Date" means, notwithstanding the prior occurrence of any Security Release Date earlier than April 12, 2000, the earlier to occur of (i) completion of the Subordinated Debt Transaction and (ii) delivery by the Borrower of a certificate, signed by a Responsible Officer, to the effect that during two consecutive fiscal quarters the Debt/EBITDA Ratio has been below 2.50, provided, however, that in no event shall the Security Release Date occur prior to March 1, 2001."

(e) Pursuant to Section 11.05 of the Credit Agreement, a subsection (d) shall be added to the end of Section 2.03 of the Credit Agreement, which shall read in its entirety as follows:

"(d) If the Borrower or any Subsidiary sells or leases any substantial (as defined in Section 7.02(a)) part of its assets or Property in reliance upon clause (iv) in the proviso to Section 7.02(a), the Total Commitment shall be reduced by an amount equal to that portion of the after-tax net cash proceeds of such transaction(s) in excess of 5% of the total assets of the Borrower or such Subsidiary (computed based upon the total assets of the Borrower or such Subsidiary set forth in the most recently prepared balance sheet), provided that reductions pursuant to this Section 2.03(d), and Sections 2.03(b) and 2.03(c), shall not be required to exceed $100,000,000 in the aggregate during the term of this Agreement beginning at the effectiveness of the reduction of the Total Commitment to $200,000,000 pursuant to the terms and conditions of the Conditional Waiver and Amendment No. 4, dated April 12, 2000."

(f) Pursuant to Section 11.05 of the Credit Agreement, a subsection (e) shall be added to the end of Section 2.05 of the Credit Agreement, which shall read in its entirety as follows:

"(e) If the Borrower or any Subsidiary sells or leases any substantial (as defined in Section 7.02(a)) part of its assets or Property in reliance upon clause (iv) in the proviso to Section 7.02(a), then not later than the close of business on the third Business Day after the closing of any such transaction, the Borrower shall prepay Loans and L/C Obligations in an amount equal to that portion of the after-tax net cash proceeds of such transaction(s) in excess of 5% of the total assets of the Borrower or such Subsidiary (computed based upon the total assets of the Borrower or such Subsidiary set forth in the most recently prepared balance sheet)."

(g) Pursuant to Section 11.05 of the Credit Agreement, Section 3.07(a) of the Credit Agreement shall be amended to read in its entirety as follows:

"(a) The Commitment Fee. The Borrower agrees to pay to the Administrative Agent, for the respective accounts of the Lenders, on the last day of each calendar quarter of each year, commencing with the first such day after the Effective Date, and on the Commitment Termination Date, a fee (the "Commitment Fee") computed by applying (i) the applicable percentage per annum set forth below based on the Debt/EBITDA Ratio on each day during the then-ending quarter (or shorter period ending with the Commitment Termination Date) (it being understood that measurement of the Debt/EBITDA as of any Measurement Date is sufficient for this purpose) to (ii) the Available Commitment on such day:

Debt/EBITDA Ratio	Commitment Fee Percentage Per Annum
3.50 or greater	0.450%
3.00 or greater, but less than 3.50	0.400
2.50 or greater, but less than 3.00	0.350
2.00 or greater, but less than 2.50	0.325
Less than 2.00	0.300

(h) Pursuant to Section 11.05 of the Credit Agreement, Section 7.02(a) of the Credit Agreement shall be amended to read in its entirety as follows:

"(a) Mergers, Consolidations and Sales of Assets. 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, including any disposition of assets or Property as part of a sale and leaseback transaction, or in any event sell or discount (with or without recourse) any of its notes or accounts receivable, or permit any Subsidiary so to do; provided, however, that this Section shall not apply to nor operate to prevent (i) the Borrower being a party to any merger where the Borrower is the surviving Person if, after giving effect to such merger, no Default or Event of Default would then exist, (ii) any Subsidiary (A) merging into the Borrower or (B) being a party to any merger which does not involve the Borrower where a Subsidiary is the surviving Person if, after giving effect to such merger, no Default or Event of Default would then exist, (iii) the Borrower or any Subsidiary from selling its inventory in the ordinary course of its business or (iv) the Borrower or any Subsidiary from selling or leasing any substantial part of its assets (including, without limitation, notes and accounts receivable) or Property, including any disposition of assets or Property as part of a sale and leaseback transaction, as long as (A) the consideration to be paid for such assets or Property at the time of the closing of any such transaction is Fair Market Value for such assets or Property and at least 75% in the form of cash or cash equivalents, (B) the Borrower complies with Sections 2.03(d) and 2.05(e) and (C) all sales or leases pursuant to the exception in this clause (iv) shall not, in the aggregate, exceed $100 million. The term "substantial" as used herein shall mean an amount in excess of 5% of the total assets of the Borrower or such Subsidiary (computed based upon the total assets of the Borrower or such Subsidiary set forth in the most recently prepared balance sheet) per year. For purposes of this Section 7.02(a) the Property of the Borrower and its Subsidiaries shall be valued at the greater of book or Fair Market Value of such Property."

(i) Pursuant to Section 11.05 of the Credit Agreement, Section 7.02(d)(xiii) of the Credit Agreement shall be amended to read in its entirety as follows:

"(xiii) notwithstanding Section 7.02(d)(ix),

(A) additional Investments in joint ventures existing as of the date hereof, provided that (1) no Default or Event of Default exists or would exist after giving effect to such Investments and (2) the aggregate purchase price to be paid after the date hereof for such Investments do not exceed $40,000,000; and

(B) additional Investments in that certain joint venture, the primary vehicle for which is a limited liability company known as PPG Auto Glass, LLC, provided that (1) all such Investments do not exceed, in the aggregate, $5,000,000 during any fiscal year and (2) any amount of additional Investments in this joint venture shall be subtracted from the maximum allowable amount of Capital Expenditures under Section 7.02(e) for the fiscal year in which the additional Investment is made."

(j) Pursuant to Section 11.05 of the Credit Agreement, Sections 7.02(e) and (f) of the Credit Agreement shall be amended to read in their entirety as follows:

"(e) Capital Expenditures. Make any Capital Expenditures, or permit any Subsidiary so to do, exceeding, in the aggregate for the Borrower and the Subsidiaries, $30,000,000 in the fiscal year 2001 and $40,000,000 in any one fiscal year thereafter; provided that after the second anniversary hereof and notwithstanding the foregoing, the Borrower and its Subsidiaries may make additional Capital Expenditures up to an aggregate of $50,000,000 for the construction of glass technology facilities.

(f) Dividends and Purchase of Stock. (i) Declare any dividends (other than dividends payable in capital stock of the Borrower) on any shares of any class of its capital stock, or apply any 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 for the purchase, redemption or other retirement of, or make any other distribution by reduction of capital or otherwise in respect of, any shares of any class of capital stock of the Borrower, or permit any Subsidiary which is not a Wholly Owned Subsidiary so to do, or permit any Subsidiary to purchase or acquire any shares of any class of capital stock of the Borrower, unless, immediately after giving effect to such action, (A) there shall not have occurred any Default or Event of Default that is continuing and (B) the aggregate amount of such payments and distributions during any 12-month period shall not have exceeded 110% of such aggregate amounts paid or distributed in the 12-month period preceding such 12-month period; and

(ii) Permit any Subsidiary to (x) issue a Guaranty or (y) enter into any agreement or instrument which by its terms restricts the ability of such Subsidiary to (A) declare or pay dividends or make similar distributions, (B) repay principal of, or pay any interest on, any Indebtedness owed to the Borrower or any Subsidiary described in Section 7.02(d)(xi)(A), (C) make payments of royalties, licensing fees and similar amounts to the Borrower or any other Subsidiary, (D) make loans or advances to the Borrower or any other Subsidiary or (E) permit the Borrower to engage in consolidated cash management consistent with its current practices."

(k) Pursuant to Section 11.05 of the Credit Agreement, Sections 7.03(b), (c) and (d) of the Credit Agreement shall be amended to read in their entirety as follows:

"(b) Interest Coverage Ratio. The ratio of (i) EBITDA to (ii) Interest Expense for the twelve-month period ending on the last day of any fiscal quarter to be less than (A) 2.75 through and including March 2, 2001 or (B) 3.00 after March 2, 2001.

(c) Senior Debt/EBITDA Ratio. The Senior Debt/EBITDA Ratio to exceed the ratio specified below:

Date	Ratio
Through December 1, 2000	4.00
After December 1, 2000 through March 2, 2001	3.50
After March 2, 2001 through March 1, 2002	3.25
After March 1, 2002	2.75

(d) Debt/EBITDA Ratio. The Debt/EBITDA Ratio to exceed the ratio specified below:

Date	Ratio
Through December 1, 2000	4.25
After December 1, 2000 through March 2, 2001	3.75
After March 2, 2001 through March 1, 2002	3.50
After March 1, 2002	3.25."

(l) Pursuant to Section 11.05 of the Credit Agreement, the parties hereby agree to reduce the Total Commitment, on a pro rata basis, to $200,000,000. As of the date hereof, taking into account such reduction of the Total Commitment, the Commitment of each Lender shall be as follows:

Lender	Commitment	% of Total Commitment
The Bank of New York	$36,363,637.20	18.18181860%
U.S. Bank National Association	$30,909,090.80	15.45454540%
Harris Trust and Savings Bank	$27,272,727.20	13.63636360%
The Bank of Nova Scotia	$23,636,363.60	11.81818180%
Comerica Bank	$23,636,363.60	11.81818180%
The Sumitomo Bank, Limited	$18,181,818.00	9.09090900%
Firstar Bank of Minnesota, N.A.	$18,181,818.00	9.09090900%
Wells Fargo Bank, N.A.	$10,909,090.80	5.45454550%
Regions Bank	$10,909,090.80	5.45454550%

Section 2. Conditional Waivers.

(a) The Borrower represents and warrants to the Lenders that the description of the transactions appearing in Exhibit 1, regarding a proposed joint venture (the "Joint Venture") between the Borrower, certain of its Subsidiaries and PPG, including creation of a limited liability company to purchase, market and sell automotive glass parts and related supplies for sale to wholesalers and automotive glass retailers located primarily in the United States, (i) is true, complete and correct in all material respects as of the date hereof and (ii) contains true, complete and correct descriptions of all documents to be entered into or otherwise executed in connection with the establishment of the Joint Venture (such documents to be known as the "JV Documents").

(b) Pursuant to Section 11.05(a) of the Credit Agreement, the Lenders hereby waive, insofar as necessary to permit the Borrower and its Subsidiaries initially to participate in, contribute to, execute documents establishing, and otherwise undertake the transactions contemplated by, the Joint Venture, the restrictions contained in (i) Section 7.02(a) of the Credit Agreement on sales, transfers or other dispositions of a substantial part of the assets or property of the Borrower or its Subsidiaries and (ii) Section 7.02(d) of the Credit Agreement on investments, acquisitions, loans, advances and guaranties, in each case subject to the conditions contained in this Waiver. Anything herein or elsewhere to the contrary notwithstanding, such waivers are granted only insofar as necessary to permit the Joint Venture.

(c) JV Documents Condition. The parties hereto understand that this Waiver and Amendment is being executed and delivered prior to the execution of definitive JV Documents (such date of the execution of definitive JV Documents to be known herein as the "JV Execution Date"). The waivers set forth in Section 2(b) above shall become effective as of the date of execution of this Waiver and Amendment only insofar as necessary to permit the Borrower and its certain Subsidiaries to execute the definitive JV Documents. The waivers in Section 2(b) above will not become fully effective to permit the "Closing" of the Joint Venture (as such term is defined in the JV Documents) until the following conditions are satisfied, and shall become null, void and unenforceable if any of the following conditions are not satisfied:

(i) promptly upon execution of the definitive JV Documents, the Borrower shall have provided a copy of the executed JV Documents (including any and all schedules and exhibits thereto) to the Administrative Agent by facsimile or other electronic means or overnight mail for delivery on the date following the JV Execution Date; and

(ii) the Administrative Agent, after consultation with the Lenders, but in its sole discretion, shall have determined that the representations, warranties, covenants, agreements and other provisions of the JV Documents are acceptable to the Administrative Agent and are acceptable in light of the descriptions of the Joint Venture and the JV Documents in Exhibit 1.

The Administrative Agent shall, as promptly as practicable after the delivery of the JV Documents pursuant to Section 2(c)(i), notify the Borrower of its determination under Section 2(c)(ii).

(d) Performance Condition. In addition to the conditions of Section 2(c) above, and in consideration of the grant of the waivers described in section 2(b) above, the parties hereto agree that:

(i) the value of the assets transferred by Borrower or any of its Subsidiaries to the Joint Venture shall not exceed $45 million in net book value,

(ii) the consummation of the Joint Venture shall occur on or prior to December 31, 2000,

(iii) any borrowings by, or other indebtedness of, the Joint Venture, to the extent that the same may create any obligation or liability, contingent or otherwise, of the Borrower or any Subsidiary, shall be in accordance with the obligations and negative covenants of the Borrower and its Subsidiaries contained in the Credit Agreement (including, without limitation, the restrictions on Investments in Section 7.02(d) of the Credit Agreement), and

(iv) for the avoidance of doubt, the limited liability company established by the Joint Venture shall not be considered a "Subsidiary" of the Borrower for purposes of the Credit Agreement and other Credit Documents. The Borrower agrees to, and shall cause its Subsidiaries to, comply with all provisions of the Credit Agreement and other Credit Documents, including, but not limited to, the negative covenants contained in Section 7.02 of the Credit Agreement, in connection with any contribution or capital infusion to (other than the initial contribution of capital at the "Closing" of the Joint Venture, as such term is defined in the JV Documents), any investment in, any sale, lease, transfer or disposal of assets to, or any loan or granting of other credit to, such limited liability company.

Failure to satisfy the conditions in Section 2(c) and this section 2(d) shall result in the waivers granted in Section 2(b) being null, void and unenforceable.

Section 3. Security Agreement.

(a) The Borrower agrees to enter into, and shall cause the Subsidiaries listed on Schedule A hereto to enter into, a security agreement (the "New Security Agreement") with The Bank of New York, as Administrative Agent and Collateral Agent, in substantially the same form (with such modifications to the Collateral as indicated on Schedule B hereto and as otherwise approved by the Administrative Agent) as the Security Agreement, dated as of May 21, 1998, as amended, among the Borrower, the debtors party thereto and The Bank of New York, as Administrative Agent and Collateral Agent, as promptly as reasonably possible after the date hereof, but in any event no later than 3 Business Days after the JV Execution Date.

(b) In addition, the Borrower agrees to, at the time of the execution and deliverance of the New Security Agreement, deliver to the Administrative Agent (i) copies of Financing Statements (Form UCC-1) to be filed under the Uniform Commercial Code in the locations approved by the Administrative Agent, and other financing documents as provided in the New Security Agreement, (ii) evidence reasonably satisfactory to the Administrative Agent with respect to the Collateral Agent's first priority security interest in such collateral, other than collateral subject to Permitted Liens (which may include, but shall not be limited to, certified copies of Request for Information (Form UCC-11) or equivalent reports, listing all financing statements which name the Borrower or any Subsidiary as debtor and which are on file, as of a recent date prior to the date of the New Security Agreement, in all relevant jurisdictions listed in the New Security Agreement).

(c) For purposes of the Credit Agreement and all other Credit Documents, at the time the New Security Agreement is duly executed and delivered by the parties thereto the term "Security Agreement" shall thereafter mean the New Security Agreement.

Section 4. Miscellaneous.

(a) All capitalized terms not otherwise defined in this Waiver and Amendment shall have the meanings ascribed to them in the Credit Agreement.

(b) All provisions in Article XI of the Credit Agreement shall apply to this Waiver and Amendment with equal force and effect as if restated completely herein.

(c) Except as set forth in this Waiver and Amendment, the Credit Agreement shall remain in full force and effect without amendment, modification or waiver. Execution and delivery hereof by a Lender shall not preclude the exercise by such Lender of any rights under the Credit Agreement (as amended by Section 1 hereof).

(d) This Waiver and Amendment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such state.

(e) This Waiver and Amendment shall be effective on the first date as of which a counterpart hereof has been executed and delivered to the Administrative Agent under the Credit Agreement by the Borrower and the Required Lenders under the Credit Agreement; provided, however, that Sections 1 and 3 of this Waiver and Amendment shall become effective on the earlier of (i) the JV Execution Date and (ii) June 1, 2000.

[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Waiver and Amendment to be duly executed as of the date first above written.

APOGEE ENTERPRISES, INC.

By :_________________________________
Name:
Title:

THE BANK OF NEW YORK, as Administrative Agent, L/C Issuer and Swing Line Lender in the Credit Agreement

By: _________________________________
Name:
Title:

LENDERS (and other Agents)

THE BANK OF NEW YORK, as a Lender in the Credit Agreement

By: _________________________________
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Syndication Agent and a Lender in the Credit Agreement

By: _________________________________
Name:
Title:

HARRIS TRUST AND SAVINGS BANK, as Documentation Agent and a Lender in the Credit Agreement

By: _________________________________
Name:
Title:

THE BANK OF NOVA SCOTIA, as
Co-Agent and a Lender in the Credit
Agreement

By: ___________________________________
Name:
Title:

COMERICA BANK, as Co-Agent and a Lender
in the Credit Agreement

By: ___________________________________
Name:
Title:

FIRSTAR BANK OF MINNESOTA,
N.A., as a Lender in the Credit
Agreement

By: ___________________________________
Name:
Title:

THE SUMITOMO BANK, LIMITED,
as a Lender in the Credit Agreement

By: ___________________________________
Name:
Title:

WELLS FARGO BANK, N.A., as a Lender in
the Credit Agreement

By: ___________________________________
Name:
Title:

REGIONS BANK, as a Lender in the Credit
Agreement

By: ___________________________________
Name:
Title:

5
1,000

3-MOS
MAR-03-2001
FEB-27-2000
JUN-03-2000
8,679
24,590
135,605
11,268
66,907
212,660
337,569
157,108
473,272
134,029
0
0
0
9,281
129,524
473,272
237,253
237,253
189,339
39,847
0
1,112
2,783
4,172
1,460
2,020
0
0
0
2,020
0.07
0.07

3-MOS
FEB-26-2000
FEB-28-1999
MAY-29-1999
5,775
23,942
116,994
5,701
69,032
203,761
346,032
148,715
479,828
104,115
0
0
0
9,253
124,519
479,828
209,663
209,663
162,600
35,523
0
806
2,567
8,167
2,940
4,787
(217)
0
0
4,570
0.17
0.16