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## Section 1: 8-K (8-K)

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

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**FORM 8-K  
CURRENT REPORT**

Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

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Date of Report (Date of earliest event reported): **January 23, 2020**

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**Mayville Engineering Company, Inc.**  
(Exact name of registrant as specified in its charter)

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**Wisconsin**  
(State or other jurisdiction  
of incorporation)

**001-38894**  
(Commission File  
Number)

**39-0944729**  
(IRS Employer  
Identification No.)

**715 South Street, Mayville, Wisconsin 53050**  
(Address of principal executive offices, including zip code)

**(920) 387-4500**  
(Registrant's telephone number, including area code)

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

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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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	MEC	New York Stock Exchange

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.

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**Item 8.01. Other Events.**

Mayville Engineering Company, Inc. (the “Company”) intends to hold its first Annual Meeting of Shareholders (the “Annual Meeting”) as a publicly-traded company on May 12, 2020, at a time and location to be specified in the Company’s proxy statement related to the Annual Meeting. The Company’s board of directors has set March 9, 2020 as the record date for determining shareholders of the Company entitled to notice of and to vote at the Annual Meeting and any adjournments or postponements thereof.

Under the proxy rules and regulations of the U.S. Securities and Exchange Commission (the “SEC”), the Company has set February 10, 2020 as the deadline for submitting a shareholder proposal for inclusion in the Company’s proxy materials for the Annual Meeting pursuant to SEC Rule 14a-8. Any such proposal must meet the requirements set forth in the rules and regulations of the SEC, including Rule 14a-8, and be received by the Company’s Secretary no later than February 10, 2020 for such proposal to be eligible for inclusion in the Company’s proxy materials for the Annual Meeting.

For details on how a shareholder who intends to present business, other than a shareholder proposal pursuant to Rule 14a-8, at the Annual Meeting please see “Description of Our Capital Stock—Anti-Takeover Effects of Various Provisions of Wisconsin Law, Our Amended and Restated Articles of Incorporation, Our Bylaws and Our Credit Agreements—Meeting Procedures; Advance Notice Requirements for Shareholder Proposals and Director Nominations; Procedures for Calling a Special Meeting” in the Company’s final prospectus, dated May 8, 2019, filed with the SEC pursuant to Rule 424(b)(4) under the Securities Act of 1933, as amended, on May 10, 2019 (included as part of the Company’s Registration Statement on Form S-1, Registration No. 333-230840).

Shareholder proposals or nominations pursuant to any of the foregoing should be sent to the Company at its principal executive offices: Mayville Engineering Company, Inc., 715 South Street, Mayville, Wisconsin 53050, Attention: Secretary.

**Item 9.01. Financial Statements and Exhibits.**

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits. The exhibit listed in the exhibit index below is being filed herewith.

**EXHIBIT INDEX**

<b>Exhibit Number</b>	
10	<a href="#"><u>Form of Stock Option Award Agreement under the Mayville Engineering Company, Inc. 2019 Omnibus Incentive Plan.</u></a>

**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 hereunto duly authorized.

MAYVILLE ENGINEERING COMPANY, INC.

Date: January 29, 2020

By: /s/ Todd M. Butz  
Todd M. Butz  
Chief Financial Officer

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**Section 2: EX-10 (EX-10)**

**Exhibit 10**

*Full-Term Exercise Period on Retirement*

**MAYVILLE ENGINEERING COMPANY, INC.  
2019 OMNIBUS INCENTIVE PLAN  
STOCK OPTION AWARD**

[PARTICIPANTID]  
[FIRSTNAME] [LASTNAME]

You have been granted an option (your "Option") to purchase shares ("Shares") of Common Stock of Mayville Engineering Company, Inc. (the "Company") under the Mayville Engineering Company, Inc. 2019 Omnibus Incentive Plan (the "Plan"), effective as of the Grant Date, with the following terms and conditions:

Grant Date: [\_\_\_\_], [\_\_]

Vesting Commencement Date [\_\_\_\_], [\_\_]

Type of Option: [Nonqualified Stock Option]  
[Incentive Stock Option]

Number of Option Shares: [SHARES GRANTED]

Exercise Price per Share: U.S. \$[\_.\_\_]

Vesting: The Option will vest and become exercisable with respect to [\_\_\_\_] ([\_\_\_\_]) of the total Option Shares on each of the first [\_\_\_\_] anniversaries of the Vesting Commencement Date, provided that you remain in continuous employment or service with the Company or an Affiliate until the applicable vesting date.

In the event of your termination of employment or service with the Company or its Affiliates as a result of your death or disability (as determined by the Administrator), then 100% of this Option will vest in full on the date of such termination.

Upon a Change of Control, Section 17(c) of the Plan will apply to this Option.

Except as otherwise provided above, upon your termination of employment, or cessation of services to, the Company and its Affiliates prior to the date the Option is fully vested, you will forfeit the unvested portion of the Option.

Termination Date: Your Option expires at, and cannot be exercised after, the earliest to occur of:

- The tenth (10th) anniversary of the Grant Date;
- 12 months after your termination of employment or service as a result of death or disability (as determined by the Administrator);
- Your termination of employment or service for Cause; or

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- 90 days after your termination of employment or service for any other reason except an approved retirement as determined by the Administrator in its discretion, provided that if you die during this 90-day period, the exercise period will be extended until 12 months after the date of your death.

If you retire in an approved retirement, any then-vested portion of your Option will remain outstanding and will expire upon the tenth (10<sup>th</sup>) anniversary of the Grant Date to the extent not exercised prior to such date; provided that, if you engage in any action constituting, as determined by the Administrator in its discretion a breach of an agreement between you and the Company or an Affiliate concerning noncompetition, nonsolicitation, confidentiality, trade secrets, intellectual property, nondisparagement or similar obligations, then your Option will immediately terminate without consideration.

If the date this Option terminates as specified above falls on a day on which the stock market is not open for trading or on a date on which you are prohibited by Company policy (such as an insider trading policy) from exercising the Option, the termination date shall be automatically extended to the first available trading day following the original termination date, but not beyond the tenth (10<sup>th</sup>) anniversary of the Grant Date.

**Manner of Exercise:**

You may exercise your Option only to the extent vested and only if it has not terminated. To exercise your Option, you must complete the "Notice of Stock Option Exercise" form provided by the Company and return it to the address or send it via facsimile or email as indicated on the form, or use the equity platform procedure prescribed by the Company. The form will be effective when it is received by the Company, but exercise will not be completed until you pay the total exercise price and all applicable withholding taxes due as a result of the exercise to the Company.

If someone else wants to exercise your Option after your death, that person must contact the Company and prove to the Company's satisfaction that he or she is entitled to do so.

Your ability to exercise your Option may be restricted by the Company if required by applicable law.

No fractional Shares shall be issued pursuant to the grant or exercise of this Option. The Administrator shall determine whether the cash value of such fraction shall be paid or whether the fraction shall be canceled for no consideration.

**Market Stand-Off:**

In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, you agree that you shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer or agree to engage in any of the foregoing transactions with respect to, any Shares acquired under this Stock Option Award without the prior written consent of the Company. Such restriction shall be in effect for such period of time following the date of the final prospectus for the offering as may be determined by the Company. In no event, however, shall such period exceed one hundred eighty (180) days.

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- Restrictions on Transfer: Your Option and all rights hereunder shall be non-assignable and non-transferable other than by will or the laws of descent and distribution and shall be exercisable during your lifetime only by you or your guardian or legal representative.
- Taxes: You (and not the Company or any Affiliate) shall be responsible for your federal, state, local or foreign tax liability and any of your other tax consequences that may arise as a result of the transactions contemplated by this Option. You shall rely solely on the determinations of your own tax advisors or your own determinations, and not on any statements or representations by the Company or any of its agents, with regard to all such tax matters. To the extent that the receipt, vesting or exercise of this Option, or other event, results in income to you for federal, state or local income tax purposes, you shall deliver to the Company or its Affiliate at the time the Company or its Affiliate is obligated to withhold taxes in connection with such receipt, vesting, exercise or other event, as the case may be, such amount as the Company or its Affiliate requires to meet its withholding obligation under applicable tax laws or regulations, and if you fail to do so, the Company shall not be obligated to deliver any Shares to you and shall have the right and authority to deduct or withhold from other compensation payable to you an amount sufficient to satisfy its withholding obligations.
- To the extent permitted by the Company at the time a tax withholding requirement arises, you may satisfy the withholding requirement in whole or in part, by electing to have the Company withhold for its own account that number of Shares otherwise deliverable to you upon exercise having an aggregate Fair Market Value on the date the tax is to be determined equal to the tax that the Company must withhold in connection with the exercise; provided that the amount so withheld shall not exceed the maximum statutory rate to the extent necessary to avoid an accounting charge. The Fair Market Value of any fractional Share not used to satisfy the withholding obligation (as determined on the date the tax is determined) will be paid to you in cash.
- Miscellaneous:
- Neither the Plan nor the grant of the Option shall constitute or be evidence of any agreement or understanding, express or implied, that you have a right to continue as an employee of the Company or any of its Affiliates for any period of time, or at any particular rate of compensation.

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- The Plan and this Option constitute the entire understanding of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements between you and the Company with respect to the subject matter hereof. You expressly warrant that you are not accepting this Option in reliance on any promises, representations, or inducements other than those contained herein.
  - By accepting the grant of your Option, you agree not to sell any Shares acquired in connection with your Option other than as set forth in the Plan and at a time when applicable laws, Company policies or an agreement between the Company and its underwriters do not prohibit a sale.
  - As a condition of the granting of your Option, you agree, for yourself and your legal representatives or guardians, that this Stock Option Award shall be interpreted by the Committee and that any interpretation by the Committee of the terms of this Stock Option Award or the Plan and any determination made by the Committee pursuant to this Stock Option Award or the Plan shall be final, binding and conclusive.
  - Subject to the terms of the Plan, the Committee may modify or amend this Stock Option Award without your consent as permitted by Section 15(c) of the Plan or: (i) to the extent such action is deemed necessary by the Committee to comply with any applicable law or the listing requirements of any principal securities exchange or market on which Shares are then traded; (ii) to the extent the action is deemed necessary by the Committee to preserve favorable accounting or tax treatment of any award for the Company; or (iii) to the extent the Committee determines that such action does not materially and adversely affect the value of this Stock Option Award or that such action is in the best interest of you or any other person who may then have an interest in this Stock Option Award.
  - This Stock Option Award may be executed in counterparts.

Your Option is granted under and governed by the terms and conditions of the Plan. The terms of the Plan to the extent not stated herein are expressly incorporated herein by reference and in the event of any conflict between this Option and the Plan, the terms of the Plan shall govern, control and supersede over the provisions of this Option. Capitalized terms used in this Option and not defined shall have the meanings given in the Plan.

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BY ACCEPTING THIS STOCK OPTION AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN AND IN THE PLAN. YOU ALSO ACKNOWLEDGE RECEIPT OF THE PLAN.

MAYVILLE ENGINEERING COMPANY, INC.

OPTIONEE

By:

\_\_\_\_\_  
[EXECUTIVE]  
[POSITION]

\_\_\_\_\_  
[OPTIONEE]

Date:

\_\_\_\_\_

**MAYVILLE ENGINEERING COMPANY, INC.  
NOTICE OF STOCK OPTION EXERCISE**

Your completed form should be delivered to: \_\_\_\_\_, \_\_\_\_\_.

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Incomplete forms may cause a delay in processing your option exercise.**

<b>OPTIONEE INFORMATION</b>
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Please complete the following. PLEASE WRITE YOUR FULL LEGAL NAME SINCE THIS NAME MAY BE ON YOUR STOCK CERTIFICATE.

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone #: (\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ Home Phone #: (\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

Social Security #: \_\_\_\_\_—\_\_\_\_—\_\_\_\_\_

<b>DESCRIPTION OF OPTION(S) BEING EXERCISED</b>
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Please complete the following for each option that you wish to exercise.

Grant Date	Exercise Price Per Share	Number of Option Shares Being Purchased	Total Exercise Price (multiply Exercise Price Per Share by Number of Option Shares Being Purchased)
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Aggregate Exercise Price			\$

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