
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Manitex International, Inc.

(Exact name of registrant as specified in its charter)

Michigan
(State or other jurisdiction of
incorporation or organization)

42-1628978
(I.R.S. Employer
Identification No.)

9725 Industrial Drive
Bridgeview, Illinois 60455
(708) 430-7500
(Address of Principal Executive Offices) (Zip Code)

Non-Plan Inducement Awards
(Full title of the plan)

J. Michael Coffey
Chief Executive Officer
Manitex International, Inc.
9725 Industrial Drive
Bridgeview, Illinois 60455
(708) 430-7500
(Name and address, including telephone number and area code, of agent for service)

With copies to:

Todd M. Kaye
Bryan Cave Leighton Paisner LLP
211 N. Broadway, Suite 3600
St. Louis, Missouri 63102
(314) 259-2000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

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 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed to register a total of 790,000 shares of common stock, no par value per share (“Common Stock”) of Manitex International, Inc. (the “Registrant”), pursuant to an inducement award of (i) 100,000 restricted stock units with time-based vesting, (ii) 100,000 restricted stock units that vest upon a change of control under certain circumstances, (iii) up to 490,000 restricted stock units that would vest upon the attainment of certain Common Stock price improvement milestones and (iv) 100,000 options to purchase Common Stock, which was granted by the Registrant to J. Michael Coffey on April 11, 2022, as inducement to accept employment as the Chief Executive Officer of the Registrant (the “Inducement Award”).

The Inducement Award was approved by the compensation committee of the Registrant’s board of directors as an inducement material to such employee’s acceptance of employment with the Registrant in compliance with and in reliance on Nasdaq Listing Rule 5635(c)(4). The Inducement Award was granted outside of the Registrant’s 2020 Equity Incentive Plan.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

As permitted by the rules of the Securities Exchange Commission (“SEC”), this Registration Statement omits the information specified in Part I of Form S-8. The documents containing the information specified in Part I of this Registration Statement will be sent or given to eligible employees as specified by Rule 428(b) promulgated under the Securities Act. Such documents are not being filed with the SEC either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 promulgated under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the SEC are incorporated by reference in this Registration Statement:

- (a) The Registrant’s Annual Report on [Form 10-K](#) for its fiscal year ended December 31, 2021;
- (b) The Registrant’s Quarterly Report on [Form 10-Q](#) for the quarter ended March 31, 2022;
- (c) The Registrant’s Definitive [Proxy](#) Statement on Schedule 14A filed with the Commission on April 22, 2022 for the Annual Meeting of Stockholders to be held on June 2, 2022; and
- (d) The description of the Registrant’s Common Stock contained in the Registration Statement on [Form 8-A](#) filed on January 4, 2005 under the caption “Description of Registrant’s Securities to be Registered” and any amendments or reports filed for the purpose of updating such description; and
- (e) The description of the Registrant’s Preferred Share Purchase Rights contained in the Registration Statement on [Form 8-A](#) filed on October 21, 2008 and any amendments or reports filed for the purpose of updating such description.

All reports and other documents subsequently filed with the Commission by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered herein have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents, excluding any information furnished under Item 7.01 or Item 2.02 of any Current Report on Form 8-K.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or replaces such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant is organized under the Michigan Business Corporation Act, which generally empowers Michigan corporations to indemnify a person that is a party, or threatened to be made a party, to any civil, criminal, administrative or investigative action, suit or proceeding, whether formal or informal (other than actions by or in the right of the corporation), by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or of another enterprise serving at such corporation's request, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection therewith if such person acted in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and, with respect to a criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

In a derivative action (an action brought by or in the right of the corporation), the Michigan Business Corporation Act provides that indemnification may be made for expenses, including attorneys' fees and amounts paid in settlement, actually and reasonably incurred by the director, officer, employee or agent in connection with the action or suit only if such director or officer acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders; except that no indemnification is available if such person has been found liable to the corporation unless, and only to the extent that, the court in which the action or suit was brought determines upon application that the defendant director or officer is fairly and reasonably entitled to indemnity. If a director or officer is successful in defending a derivative action, the Michigan Business Corporation Act requires that a Michigan corporation indemnify such director or officer against any expenses actually and reasonably incurred in the action.

The Michigan Business Corporation Act permits Michigan corporations to eliminate or limit the personal liability of directors, except liability for (i) the amount of a financial benefit received by a director to which he or she is not entitled; (ii) intentional infliction of harm on the corporation or its shareholders; (iii) a violation of Section 551 of the Michigan Business Corporation Act, which pertains to unlawful payments of dividends, stock purchases or redemptions; and (iv) an intentional criminal act.

The Registrant has adopted provisions in its Amended and Restated Bylaws that provide for indemnification to the fullest extent permitted by applicable law. In addition, the Registrant will maintain directors and officers liability insurance coverage for our directors and officers that will provide for damages, judgments, settlements, defense costs, charges and expenses incurred by reason of any actual or alleged breach of duty, error, misstatement, misleading statement or omission done or made in their capacities as directors and/or officers of the Registrant.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits have been filed (except where otherwise indicated) as part of this Registration Statement:

<u>Exhibit Number</u>	<u>Description</u>
4.1	<u>Articles of Incorporation, as amended (incorporated by reference to Exhibit 3.1 to the Quarterly Report on Form 10-Q filed on November 13, 2008).</u>
4.2	<u>Amended and Restated Bylaws of Veri-Tek International, Corp. (now known as Manitek International, Inc.), as amended (incorporated by reference to Exhibit 3.2 to the Annual Report on Form 10-K filed on March 27, 2008; File No. 001-32401).</u>
4.3	<u>Rights Agreement, dated as of October 17, 2008, between Manitek International, Inc. and American Stock Transfer & Trust Company, LLC (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on October 21, 2008).</u>
5.1	<u>Opinion of Bowen, Radabaugh & Milton, P.C. regarding the validity of the securities offered by this Registration Statement.</u>
10.1	<u>Restricted Stock Unit Award Agreement between Manitek International, Inc. and J. Michael Coffey, dated May 3, 2022 (Service-Based Vesting).</u>
10.2	<u>Restricted Stock Unit Award Agreement between Manitek International, Inc. and J. Michael Coffey, dated May 3, 2022 (Stock Price-Based Vesting).</u>
10.3	<u>Restricted Stock Unit Award Agreement between Manitek International, Inc. and J. Michael Coffey, dated May 3, 2022 (Change In Control-Based Vesting).</u>
10.4	<u>Non-Qualified Stock Option Award Agreement between Manitek International, Inc. and J. Michael Coffey, dated May 3, 2022.</u>
23.1	<u>Consent of Grant Thornton LLP.</u>
23.2	<u>Consent of Bowen, Radabaugh & Milton, P.C. (included in Exhibit 5.1).</u>
24	<u>Powers of Attorney of directors and certain officers of the Registrant (included on signature page).</u>
107	<u>Filing Fee Table</u>

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in this registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on a Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bridgeview, State of Illinois, on June 3, 2022.

MANITEX INTERNATIONAL, INC.

By: /s/ J. Michael Coffey
J. Michael Coffey
Chief Executive Officer

Power of Attorney

Each person whose signature appears below hereby constitutes and appoints J. Michael Coffey and Joseph Doolan, and each of them (with full power to each of them to act alone), his or her true and lawful attorneys in fact and agents, with full power of substitution, for him or her and on his or her behalf and in his or her name, place and stead, in any and all capacities to sign any and all amendments (including post-effective amendments and documents in connection therewith) to this Registration Statement, and to file the same, with exhibits and any and all other documents filed with respect thereto, with the U.S. Securities and Exchange Commission (or any other governmental or regulatory authority), granting unto said attorneys, and each of them, full power and authority to do and to perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as he or she might or could do if personally present, hereby ratifying and confirming all that said attorneys in fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on June 3, 2022.

SIGNATURE

/s/ J. Michael Coffey
J. Michael Coffey

/s/ Joseph Doolan
Joseph Doolan

/s/ David J. Langevin
David J. Langevin

/s/ Ronald M. Clark
Ronald M. Clark

/s/ Robert S. Gigliotti
Robert S. Gigliotti

/s/ Frederick B. Knox
Frederick B. Knox

/s/ Marvin B. Rosenberg
Marvin B. Rosenberg

CAPACITY

Chief Executive Officer (Principal Executive Officer)

Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

Executive Chairman and Director

Director

Director

Director

Director

SIGNATURE

/s/ Ingo Schiller

Ingo Schiller

/s/ Stephen J. Tober

Stephen J. Tober

CAPACITY

Director

Director



100 E. Big Beaver Rd., Ste 350,
Troy, MI 48083
Office: (248) 641-8000

June 3, 2022

Manitex International, Inc.
9725 Industrial Drive
Bridgeview, Illinois 60455

RE: Registration Statement on Form S-8

Gentlemen and Ladies,

We have acted as special counsel to Manitex International, Inc., a Michigan corporation (the “Company”), in connection with that certain Registration Statement (the “Registration Statement”) on Form S-8 filed on June 3, 2022 by the Company with the Securities and Exchange Commission (the “Commission”), for the purpose of registering under the Securities Act of 1933, as amended (the “Act”), an aggregate of 790,000 shares (the “Shares”) of authorized common stock, no par value (“Common Stock”), which may be issued or acquired pursuant to the an inducement award of (i) 100,000 restricted stock units with time-based vesting, (ii) 100,000 restricted stock units that vest upon a change of control under certain circumstances, (iii) up to 490,000 restricted stock units that would vest upon the attainment of certain Common Stock price improvement milestones and (iv) 100,000 options to purchase Common Stock, which was granted by the Registrant to J. Michael Coffey on April 11, 2022, as inducement to accept employment as the Chief Executive Officer of the Registrant (the “Inducement Award”). This opinion letter is rendered pursuant to Item 8 of Form S-8 and Item 601(b)(5) of Regulation S-K under the Act.

In rendering this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the:

- (i) The Company’s Articles of Incorporation, as amended from time to time to date (the “Articles of Incorporation”);

- (ii) The Amended and Restated Bylaws of the Company, as amended, as in effect on the date hereof (the “Bylaws”);
- (iii) The Registration Statement and all documents referenced therein; and
- (iv) Resolutions of the Board of Directors of the Company dated as of May 3, 2022.

In our examination of the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission’s Electronic Data Gathering, Analysis and Retrieval system or other sites maintained by a court or governmental authority or regulatory body and the authenticity of the originals of such latter documents. When relevant facts were not independently established, with your permission, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to the certificates and statements of appropriate representatives of the Company, whether contained in the documents referenced above or otherwise, including all representations and warranties, as being true and correct.

In connection herewith, we have assumed that, other than with respect to the Company, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties to such documents. We have further assumed that all of the signatories to such documents have been duly authorized and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing, we are of the opinion that the Shares, when and if issued in accordance with the Inducement Award, will be duly authorized, validly issued, and fully paid and non-assessable.

The opinions herein reflect only the application of applicable laws of the State of Michigan (excluding the securities and blue sky laws of such State, as to which we express no opinion). The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinions, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

This opinion letter is being delivered by us solely for your benefit in connection with the filing of the Registration Statement with the Commission. We do not render any opinions except as set forth above.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. We also consent to your filing copies of this opinion letter with agencies of such states as you deem necessary in the course of complying with the laws of such states regarding the sale of the Shares. In giving such consent, we do not admit that we are “experts” within the meaning of Section 11 of the Act or within the category of persons whose consent is required under Section 7 of the Act.

Yours Truly,

/s/ Bowen, Radabaugh & Milton, P.C.

Bowen, Radabaugh & Milton, P.C.

**MANITEX INTERNATIONAL INC.
RESTRICTED STOCK UNIT AWARD**

Michael Coffey
9725 Industrial Drive
Bridgeview, Illinois 60455

Dear Mr. Coffey:

You have been granted a Restricted Stock Unit award with respect to shares of common stock, no par value (“**Shares**”), of Manitex International Inc. (the “**Company**”), with the terms and conditions indicated below. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Defined Terms Appendix that is attached hereto.

Grant Date:	May 3, 2022
Number of Restricted Stock Units:	100,000 Units
Vesting Start Date:	April 11, 2022
Vesting Schedule:	The Restricted Stock Units shall become vested one-third on the first anniversary of the Vesting Start Date, one-third on the second anniversary of the Vesting Start Date and one-third on the third anniversary of the Vesting Start Date (with any fractional shares becoming vested on the final vesting date), subject to your continued service on each vesting date.
Issuance of Certificates:	The Company will issue in your name certificate(s) evidencing a number of shares equal to the number of Restricted Stock Units that have vested promptly (but not more than 75 days) after such Restricted Stock Units vest.
Transferability of Award and Shares:	You may not assign, alienate, sell, transfer, pledge, attach or otherwise encumber all or any portion of your interest under this Restricted Stock Unit Award. In addition, by accepting this Restricted Stock Unit Award, you agree not to sell any Shares acquired under this Restricted Stock Unit Award at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale.

Tax Withholding:

To the extent that your receipt of Shares results in income to you for Federal, state or local income tax purposes, and the Company is obligated to withhold taxes in connection with such receipt, you shall deliver to the Company at the time the Company is obligated to withhold taxes in connection with such receipt, such amount as the Company requires to meet its withholding obligation under applicable tax laws or regulations, and if you fail to do so, the Company has the right and authority to deduct or withhold from other compensation payable to you an amount sufficient to satisfy its withholding obligations. You may satisfy any withholding requirement upon the issuance of the Shares, in whole or in part, by electing to have the Company withhold for its own account that number of Shares otherwise deliverable to you on the date the tax is to be determined having an aggregate Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax that the Company must withhold in connection with the issuance of such Shares. Your election must be irrevocable, in writing, and submitted to the Secretary of the Company before the vesting date. 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. No dividend equivalents shall be due or payable under this Restricted Stock Unit Award.

Miscellaneous:

As a condition of the granting of this Restricted Stock Unit Award, you represent that you are acquiring the Shares (if any) issuable under this Award solely for your own account for investment and not with a view to the distribution thereof, and you agree, for yourself and your legal representatives or guardians, that this Restricted Stock Unit Award shall be interpreted by the Committee and that any interpretation by the Committee of the terms of this Restricted Stock Unit Award and any determination made by the Committee pursuant to this Restricted Stock Unit Award shall be final, binding and conclusive.

Notwithstanding any other provisions herein, the Company may cancel this Restricted Stock Unit Award, require reimbursement of this Restricted Stock Unit Award, and affect any other right of recoupment of equity or other compensation provided in accordance with any Company policies that may be adopted and/or modified from time to time (the “**Clawback Policy**”). In addition, you may be required to repay to the Company previously paid compensation in accordance with the Clawback Policy. By accepting this Restricted Stock Unit Award, you are agreeing to be bound by the Clawback Policy, as in effect or as may be adopted and/or modified from time to time by the Company in its discretion (including, without limitation, to comply with applicable law or stock exchange listing requirements).

This Restricted Stock Unit Award may be amended only by written consent signed by you and the Company, unless the amendment is not to your detriment or the Committee deems it necessary to comply with any applicable law or listing requirement of any principal securities exchange or market on which the Company's common stock is then traded, or to preserve favorable accounting treatment of this award for the Company. This Restricted Stock Unit Award shall not confer upon you any right to be retained in any position with the Company, including as an employee or director. Further, nothing herein shall be construed to limit the discretion of the Company to terminate your service at any time, with or without cause.

This Restricted Stock Unit Award will be interpreted to the greatest extent possible in a manner that makes the award exempt from Section 409A of the Code, and to the extent not so exempt, in compliance with the requirements imposed by Section 409A of the Code. If any provision herein would result in the imposition of an additional tax under Section 409A of the Code, you agree that this Restricted Stock Unit Award will be reformed to avoid imposition, to the extent possible, of the applicable tax and no action taken to comply with Section 409A of the Code shall be deemed to adversely affect your rights under this Restricted Stock Unit Award. You further agree that the Company, in the exercise of its sole discretion and without your consent, may amend or modify this Restricted Stock Unit Award in any manner and delay the payment of any amounts payable pursuant to this Restricted Stock Unit Award to the extent necessary to meet the requirements of Section 409A of the Code as the Company deems appropriate or desirable. The Company makes no representation that this Restricted Stock Unit Award complies with Section 409A of the Code and shall have no liability to you for any failure to comply with Section 409A of the Code.

This Restricted Stock Unit Award may be executed in counterparts. The validity, construction, and effect of this Restricted Stock Unit Award and any rules and regulations relating to this Restricted Stock Unit Award shall be determined in accordance with the internal laws of the State of Michigan, without reference to conflict of law principles thereof, and applicable federal law.

This Restricted Stock Unit Award is granted under and governed by the terms and conditions of hereof.

BY SIGNING BELOW AND ACCEPTING THIS RESTRICTED STOCK UNIT AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN.

/s/ David J. Langevin
Authorized Officer

/s/ J. Michael Coffey
Recipient

DEFINED TERMS APPENDIX

“**Award**” shall mean this Restricted Stock Unit Award.

“**Affiliate**” shall mean any entity that, directly or through one or more intermediaries, is controlled by, controls, or is under common control with, the Company.

“**Change in Control**” shall have the meaning set forth in the Company’s 2019 Equity Incentive Plan (incorporating by reference all defined terms contained therein).

“**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated thereunder. Any reference to a specific provision of the Code shall also be deemed a reference to any successor provision thereto.

“**Committee**” shall mean a committee of the Board of Directors of the Company designated by such Board to administer this award and comprised solely of not less than two directors, each of whom will be a “non-employee director” within the meaning of Rule 16b-3; provided that the mere fact that the Committee shall fail to qualify under the foregoing requirements shall not invalidate any Award made by the Committee, unless the Committee is aware at the time of the Award’s grant of the Committee’s failure to so qualify.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“**Fair Market Value**” shall mean, with respect to a share of Stock, (i) if the Stock is readily tradable on one or more established stock exchanges or national market systems, including, without limitation, the American Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market or The NASDAQ Capital Market of The NASDAQ Stock Market, or the New York Stock Exchange, its Fair Market Value shall be the closing sales price for such Stock (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Stock is listed on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or (ii) if the Stock is regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such stock as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a share of Stock shall be the mean between the high bid and low asked prices for the Stock on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or (iii) in the absence of an established market for the Stock of the type described in (i) and (ii), above, the Fair Market Value shall be determined by the Committee in good faith by reasonable application of a reasonable valuation method and in accordance with Section 409A of the Code and the regulations promulgated thereunder as in effect from time to time.

“**Rule 16b-3**” shall mean Rule 16b-3 as promulgated by the Securities Exchange Commission under the Exchange Act, or any successor rule or regulation thereto.

MANITEX INTERNATIONAL INC.
RESTRICTED STOCK UNIT AWARD

Michael Coffey
9725 Industrial Drive
Bridgeview, Illinois 60455

Dear Mr. Coffey:

You have been granted a Restricted Stock Unit award with respect to shares of common stock, no par value (“**Shares**”), of Manitex International Inc. (the “**Company**”), with the terms and conditions indicated below. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Defined Terms Appendix that is attached hereto.

Grant Date: May 3, 2022

Number of Restricted Stock Units: 490,000 Units

Vesting Start Date: April 11, 2022

Vesting Schedule: The Restricted Stock Units shall become vested to the extent that the thirty-day moving average closing market price of the Company’s common stock reaches certain levels described below, subject to your continued service as of the achievement of each of the performance conditions.

Stock Price (A)	RSUs Vested
\$9.00	40,000
\$12.00	50,000
\$14.00	60,000
\$16.00	70,000
\$18.00	80,000
\$20.00	90,000
\$22.00	100,000
Total	490,000

(A) Highest 30-day moving day average closing price during prior 360 days, calculated on a rolling basis on or about the anniversary date.

Issuance of Certificates: The Company will issue in your name certificate(s) evidencing a number of shares equal to the number of Restricted Stock Units that have vested promptly (but not more than 75 days) after such Restricted Stock Units vest.

Transferability of Award and Shares: You may not assign, alienate, sell, transfer, pledge, attach or otherwise encumber all or any portion of your interest under this Restricted Stock Unit Award. In addition, by accepting this Restricted Stock Unit Award, you agree not to sell any Shares acquired under this Restricted Stock Unit Award at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale.

Tax Withholding: To the extent that your receipt of Shares results in income to you for Federal, state or local income tax purposes, and the Company is obligated to withhold taxes in connection with such receipt, you shall deliver to the Company at the time the Company is obligated to withhold taxes in connection with such receipt, such amount as the Company requires to meet its withholding obligation under applicable tax laws or regulations, and if you fail to do so, the Company has the right and authority to deduct or withhold from other compensation payable to you an amount sufficient to satisfy its withholding obligations. You may satisfy any withholding requirement upon the issuance of the Shares, in whole or in part, by electing to have the Company withhold for its own account that number of Shares otherwise deliverable to you on the date the tax is to be determined having an aggregate Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax that the Company must withhold in connection with the issuance of such Shares. Your election must be irrevocable, in writing, and submitted to the Secretary of the Company before the vesting date. 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. No dividend equivalents shall be due or payable under this Restricted Stock Unit Award.

Miscellaneous:

As a condition of the granting of this Restricted Stock Unit Award, you represent that you are acquiring the Shares (if any) issuable under this Award solely for your own account for investment and not with a view to the distribution thereof, and you agree, for yourself and your legal representatives or guardians, that this Restricted Stock Unit Award shall be interpreted by the Committee and that any interpretation by the Committee of the terms of this Restricted Stock Unit Award and any determination made by the Committee pursuant to this Restricted Stock Unit Award shall be final, binding and conclusive.

Notwithstanding any other provisions herein, the Company may cancel this Restricted Stock Unit Award, require reimbursement of this Restricted Stock Unit Award, and affect any other right of recoupment of equity or other compensation provided in accordance with any Company policies that may be adopted and/or modified from time to time (the “**Clawback Policy**”). In addition, you may be required to repay to the Company previously paid compensation in accordance with the Clawback Policy. By accepting this Restricted Stock Unit Award, you are agreeing to be bound by the Clawback Policy, as in effect or as may be adopted and/or modified from time to time by the Company in its discretion (including, without limitation, to comply with applicable law or stock exchange listing requirements).

This Restricted Stock Unit Award may be amended only by written consent signed by you and the Company, unless the amendment is not to your detriment or the Committee deems it necessary to comply with any applicable law or listing requirement of any principal securities exchange or market on which the Company’s common stock is then traded, or to preserve favorable accounting treatment of this award for the Company. This Restricted Stock Unit Award shall not confer upon you any right to be retained in any position with the Company, including as an employee or director. Further, nothing herein shall be construed to limit the discretion of the Company to terminate your service at any time, with or without cause.

This Restricted Stock Unit Award will be interpreted to the greatest extent possible in a manner that makes the award exempt from Section 409A of the Code, and to the extent not so exempt, in compliance with the requirements imposed by Section 409A of the Code. If any provision herein would result in the imposition of an additional tax under Section 409A of the Code, you agree that this Restricted Stock Unit Award will be reformed to avoid imposition, to the extent possible, of the applicable tax and no action taken to comply with Section 409A of the Code shall be deemed to adversely affect your rights under this Restricted Stock Unit Award. You further agree that the Company, in the exercise of its sole discretion and without your consent, may amend or modify this Restricted Stock Unit Award in any manner and delay the payment of any amounts payable pursuant to this Restricted Stock Unit Award to the extent necessary to meet the requirements of Section 409A of the Code as the Company deems appropriate or desirable. The Company makes no representation that this Restricted Stock Unit Award complies with Section 409A of the Code and shall have no liability to you for any failure to comply with Section 409A of the Code.

This Restricted Stock Unit Award may be executed in counterparts. The validity, construction, and effect of this Restricted Stock Unit Award and any rules and regulations relating to this Restricted Stock Unit Award shall be determined in accordance with the internal laws of the State of Michigan, without reference to conflict of law principles thereof, and applicable federal law.

This Restricted Stock Unit Award is granted under and governed by the terms and conditions of hereof.

BY SIGNING BELOW AND ACCEPTING THIS RESTRICTED STOCK UNIT AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN.

/s/ David J. Langevin

Authorized Officer

/s/ J. Michael Coffey

Recipient

DEFINED TERMS APPENDIX

“**Award**” shall mean this Restricted Stock Unit Award.

“**Affiliate**” shall mean any entity that, directly or through one or more intermediaries, is controlled by, controls, or is under common control with, the Company.

“**Change in Control**” shall have the meaning set forth in the Company’s 2019 Equity Incentive Plan (incorporating by reference all defined terms contained therein).

“**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated thereunder. Any reference to a specific provision of the Code shall also be deemed a reference to any successor provision thereto.

“**Committee**” shall mean a committee of the Board of Directors of the Company designated by such Board to administer this award and comprised solely of not less than two directors, each of whom will be a “non-employee director” within the meaning of Rule 16b-3; provided that the mere fact that the Committee shall fail to qualify under the foregoing requirements shall not invalidate any Award made by the Committee, unless the Committee is aware at the time of the Award’s grant of the Committee’s failure to so qualify.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“**Fair Market Value**” shall mean, with respect to a share of Stock, (i) if the Stock is readily tradable on one or more established stock exchanges or national market systems, including, without limitation, the American Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market or The NASDAQ Capital Market of The NASDAQ Stock Market, or the New York Stock Exchange, its Fair Market Value shall be the closing sales price for such Stock (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Stock is listed on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or (ii) if the Stock is regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such stock as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a share of Stock shall be the mean between the high bid and low asked prices for the Stock on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or (iii) in the absence of an established market for the Stock of the type described in (i) and (ii), above, the Fair Market Value shall be determined by the Committee in good faith by reasonable application of a reasonable valuation method and in accordance with Section 409A of the Code and the regulations promulgated thereunder as in effect from time to time.

“**Rule 16b-3**” shall mean Rule 16b-3 as promulgated by the Securities Exchange Commission under the Exchange Act, or any successor rule or regulation thereto.

MANITEX INTERNATIONAL INC.
RESTRICTED STOCK UNIT AWARD

Michael Coffey
9725 Industrial Drive
Bridgeview, Illinois 60455

Dear Mr. Coffey:

You have been granted a Restricted Stock Unit award with respect to shares of common stock, no par value (“**Shares**”), of Manitex International Inc. (the “**Company**”), with the terms and conditions indicated below. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Defined Terms Appendix that is attached hereto.

Grant Date:	May 3, 2022
Number of Restricted Stock Units:	100,000 Units
Vesting Start Date:	April 11, 2022
Vesting Schedule:	The Restricted Stock Units shall become vested upon a Change in Control (as defined in the Company’s 2019 Equity Incentive Plan) in which the per share consideration for the Company’s common stock exceeds \$10.00, subject to your continued service through the Change in Control.
Issuance of Certificates:	The Company will issue in your name certificate(s) evidencing a number of shares equal to the number of Restricted Stock Units that have vested promptly (but not more than 75 days) after such Restricted Stock Units vest.
Transferability of Award and Shares:	You may not assign, alienate, sell, transfer, pledge, attach or otherwise encumber all or any portion of your interest under this Restricted Stock Unit Award. In addition, by accepting this Restricted Stock Unit Award, you agree not to sell any Shares acquired under this Restricted Stock Unit Award at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale.

Tax Withholding:

To the extent that your receipt of Shares results in income to you for Federal, state or local income tax purposes, and the Company is obligated to withhold taxes in connection with such receipt, you shall deliver to the Company at the time the Company is obligated to withhold taxes in connection with such receipt, such amount as the Company requires to meet its withholding obligation under applicable tax laws or regulations, and if you fail to do so, the Company has the right and authority to deduct or withhold from other compensation payable to you an amount sufficient to satisfy its withholding obligations. You may satisfy any withholding requirement upon the issuance of the Shares, in whole or in part, by electing to have the Company withhold for its own account that number of Shares otherwise deliverable to you on the date the tax is to be determined having an aggregate Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax that the Company must withhold in connection with the issuance of such Shares. Your election must be irrevocable, in writing, and submitted to the Secretary of the Company before the vesting date. 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. No dividend equivalents shall be due or payable under this Restricted Stock Unit Award.

Miscellaneous:

As a condition of the granting of this Restricted Stock Unit Award, you represent that you are acquiring the Shares (if any) issuable under this Award solely for your own account for investment and not with a view to the distribution thereof, and you agree, for yourself and your legal representatives or guardians, that this Restricted Stock Unit Award shall be interpreted by the Committee and that any interpretation by the Committee of the terms of this Restricted Stock Unit Award and any determination made by the Committee pursuant to this Restricted Stock Unit Award shall be final, binding and conclusive.

Notwithstanding any other provisions herein, the Company may cancel this Restricted Stock Unit Award, require reimbursement of this Restricted Stock Unit Award, and affect any other right of recoupment of equity or other compensation provided in accordance with any Company policies that may be adopted and/or modified from time to time (the "**Clawback Policy**"). In addition, you may be required to repay to the Company previously paid compensation in accordance with the Clawback Policy. By accepting this Restricted Stock Unit Award, you are agreeing to be bound by the Clawback Policy, as in effect or as may be adopted and/or modified from time to time by the Company in its discretion (including, without limitation, to comply with applicable law or stock exchange listing requirements).

This Restricted Stock Unit Award may be amended only by written consent signed by you and the Company, unless the amendment is not to your detriment or the Committee deems it necessary to comply with any applicable law or listing requirement of any principal securities exchange or market on which the Company's common stock is then traded, or to preserve favorable accounting treatment of this award for the Company. This Restricted Stock Unit Award shall not confer upon you any right to be retained in any position with the Company, including as an employee or director. Further, nothing herein shall be construed to limit the discretion of the Company to terminate your service at any time, with or without cause.

This Restricted Stock Unit Award will be interpreted to the greatest extent possible in a manner that makes the award exempt from Section 409A of the Code, and to the extent not so exempt, in compliance with the requirements imposed by Section 409A of the Code. If any provision herein would result in the imposition of an additional tax under Section 409A of the Code, you agree that this Restricted Stock Unit Award will be reformed to avoid imposition, to the extent possible, of the applicable tax and no action taken to comply with Section 409A of the Code shall be deemed to adversely affect your rights under this Restricted Stock Unit Award. You further agree that the Company, in the exercise of its sole discretion and without your consent, may amend or modify this Restricted Stock Unit Award in any manner and delay the payment of any amounts payable pursuant to this Restricted Stock Unit Award to the extent necessary to meet the requirements of Section 409A of the Code as the Company deems appropriate or desirable. The Company makes no representation that this Restricted Stock Unit Award complies with Section 409A of the Code and shall have no liability to you for any failure to comply with Section 409A of the Code.

This Restricted Stock Unit Award may be executed in counterparts. The validity, construction, and effect of this Restricted Stock Unit Award and any rules and regulations relating to this Restricted Stock Unit Award shall be determined in accordance with the internal laws of the State of Michigan, without reference to conflict of law principles thereof, and applicable federal law.

This Restricted Stock Unit Award is granted under and governed by the terms and conditions of hereof.

BY SIGNING BELOW AND ACCEPTING THIS RESTRICTED STOCK UNIT AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN.

/s/ David J. Langevin
Authorized Officer

/s/ J. Michael Coffey
Recipient

DEFINED TERMS APPENDIX

“**Award**” shall mean this Restricted Stock Unit Award.

“**Affiliate**” shall mean any entity that, directly or through one or more intermediaries, is controlled by, controls, or is under common control with, the Company.

“**Change in Control**” shall have the meaning set forth in the Company’s 2019 Equity Incentive Plan (incorporating by reference all defined terms contained therein).

“**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated thereunder. Any reference to a specific provision of the Code shall also be deemed a reference to any successor provision thereto.

“**Committee**” shall mean a committee of the Board of Directors of the Company designated by such Board to administer this award and comprised solely of not less than two directors, each of whom will be a “non-employee director” within the meaning of Rule 16b-3; provided that the mere fact that the Committee shall fail to qualify under the foregoing requirements shall not invalidate any Award made by the Committee, unless the Committee is aware at the time of the Award’s grant of the Committee’s failure to so qualify.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“**Fair Market Value**” shall mean, with respect to a share of Stock, (i) if the Stock is readily tradable on one or more established stock exchanges or national market systems, including, without limitation, the American Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market or The NASDAQ Capital Market of The NASDAQ Stock Market, or the New York Stock Exchange, its Fair Market Value shall be the closing sales price for such Stock (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Stock is listed on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or (ii) if the Stock is regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such stock as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a share of Stock shall be the mean between the high bid and low asked prices for the Stock on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or (iii) in the absence of an established market for the Stock of the type described in (i) and (ii), above, the Fair Market Value shall be determined by the Committee in good faith by reasonable application of a reasonable valuation method and in accordance with Section 409A of the Code and the regulations promulgated thereunder as in effect from time to time.

“**Rule 16b-3**” shall mean Rule 16b-3 as promulgated by the Securities Exchange Commission under the Exchange Act, or any successor rule or regulation thereto.

Manitex International, Inc.
Nonqualified Stock Option Award Agreement

This Nonqualified Stock Option Award Agreement (“Agreement”) is made and entered into as of May 3, 2022 (the “Grant Date”), by and between Manitex International, Inc., a Michigan corporation (“Company”), and Mike Coffey (“Participant”) (the Company and Participant, each, a “Party”).

1. **Grant of Stock Option.** The Company hereby grants to Participant an option (“Option”) to purchase 100,000 shares of common stock, no par value per share (“Common Stock”) of the Company (“Option Shares”) at the Exercise Price set forth below. The Option shall vest as to one-third of the Option Shares on each of April 11, 2023, April 11, 2024, and April 11, 2025 (with any fractional shares vesting on the last vesting date), subject to Participant’s continued service with the Company on each vesting date. The grant of the Option is made in consideration of the services rendered by Participant to the Company and is subject to the terms and conditions set forth herein.

2. **Exercise Price.** The Option shall have an Exercise Price per Option Share equal to \$7.60, which is the fair market value per share on the Grant Date, determined as the closing price of the Company’s common stock on The NASDAQ Stock Market on the Grant Date.

3. **Term.** The Option will expire on the date that is ten years after the Grant Date (“Expiration Date”), and shall terminate and be of no further force or effect as of such Expiration Date, subject to earlier termination as provided in this Agreement.

4. **Exercise.** To exercise the Option, Participant must deliver to the Company an executed stock option exercise agreement in the form attached hereto as Exhibit A (“Exercise Agreement”), which shall include the following: Participant’s election to exercise the Option; the number of shares of Common Stock being purchased; any restrictions imposed on the shares; and any representations, warranties and agreements regarding Participant’s investment intent and access to information as may be required by the Company to comply with applicable securities laws.

5. **Payment of Exercise Price.** The entire Exercise Price of the Option shall be payable in full by cash or check at the time of exercise, unless another form of legal consideration is designated by the Company.

6. **Taxes.** The Company reserves the right to withhold, in accordance with any applicable laws, from any consideration payable to Participant any taxes required to be withheld by federal, state or local law with respect to the Option. If the amount of any consideration payable to Participant is insufficient to pay any such taxes or if no consideration is payable to Participant, upon the request of the Company, Participant shall pay to the Company in cash or cash equivalent an amount sufficient for the Company to satisfy any federal, state or local tax withholding requirements it may incur with respect to the Option. Notwithstanding any action the Company takes or does not take with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding (“Tax-Related Items”), the ultimate liability for all Tax-Related Items is and remains Participant’s responsibility and the Company: (a) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any shares acquired on exercise; and (b) does not commit to structure the Option to reduce or eliminate Participant’s liability for Tax-Related Items.

7. **Shares.** Provided that the Exercise Agreement and payment are in form and substance satisfactory to the Company, the Company shall issue the shares of Common Stock registered in the name of Participant, or Participant's authorized legal representative.

8. **No Right to Continued Service; No Rights as Shareholder.** Neither this Agreement nor the Option shall confer upon Participant any right to be retained as a consultant or other service provider of the Company. Further, nothing in this Agreement or the Option shall be construed to limit the discretion of the Company to terminate Participant's continuous service at any time. Participant shall not have any rights as a shareholder with respect to any shares of Common Stock subject to the Option prior to the date of exercise of the Option.

9. **Compliance with Law.** The exercise of the Option and the issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued pursuant to this Option unless and until any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. Participant understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

10. **Clawback Policy.** Notwithstanding any other provisions herein, the Company may cancel the Option, require reimbursement of the amounts received in respect of the Option, and affect any other right of recoupment of equity or other compensation provided in accordance with any Company policies that may be adopted and/or modified from time to time (the "Clawback Policy"). In addition, you may be required to repay to the Company previously paid compensation in accordance with the Clawback Policy. By accepting this Option, you are agreeing to be bound by the Clawback Policy, as in effect or as may be adopted and/or modified from time to time by the Company in its discretion (including, without limitation, to comply with applicable law or stock exchange listing requirements).

11. **Amendment.** The Company has the right to amend, alter, suspend, discontinue or cancel the Option and this Agreement, prospectively or retroactively; provided, that, no such amendment shall adversely affect Participant's material rights under this Agreement without Participant's consent.

12. **Interpretation.** This terms of Agreement and the shall be interpreted by the Committee and that any interpretation by the Committee of the terms of this Agreement and any determination made by the Committee pursuant to this Agreement shall be final, binding and conclusive. "Committee" shall mean the Compensation Committee of the Board of Directors of the Company, or, in the alternative, a committee of the Board of Directors of the Company designated by such Board to administer this award and comprised solely of not less than two directors, each of whom will be a "non-employee director" within the meaning of Rule 16b-3 (as promulgated by the Securities Exchange Commission under the Securities Exchange Act of 1934, or any successor rule or regulation thereto).

13. **Miscellaneous.**

a. **Successors and Assigns.** Either the Company or Participant may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company and Participant.

- b. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer any rights or remedies on any persons other than the Parties and their respective successors or assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of third persons to any Party. No provision of this Agreement shall give any third person any right of subrogation or action over or against any Party.
- c. Notice. Any notice, instruction or communication required or permitted to be given under this Agreement to any Party shall be in writing and shall be deemed given when actually received or, if earlier, five days after deposit in the United States mail by certified or express mail, return receipt requested, first class postage prepaid, addressed to the principal office of such Party or to such other address as such Party may request by written notice.
- d. Waiver. Either Party may waive compliance by the other Party with any of the covenants or conditions of this Agreement, but no waiver shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Any consent under this Agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing.
- e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.
- f. Governing Law. This Agreement and the Plan shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law.
- g. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. This Agreement supersedes all previous agreements between the Parties, and there are now no agreements, representations or warranties between the Parties, other than those set forth herein.
- h. Severability. If any provision of this Agreement or the application of such provision to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
- i. Acceptance. Participant hereby acknowledges receipt of this Agreement. Participant has read and understands the terms and provisions hereof, and accepts the Option subject to all of the terms and conditions of this Agreement. Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that Participant should consult a tax advisor prior to such exercise or disposition.
- j. Section 409A. This Agreement will be interpreted to the greatest extent possible in a manner that makes the award exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and to the extent not so exempt, in compliance with the requirements imposed by Section 409A of the Code. If any provision herein would result in the imposition of

an additional tax under Section 409A of the Code, you agree that this Agreement will be reformed to avoid imposition, to the extent possible, of the applicable tax and no action taken to comply with Section 409A of the Code shall be deemed to adversely affect your rights under this Agreement. You further agree that the Company, in the exercise of its sole discretion and without your consent, may amend or modify this Agreement in any manner and delay the payment of any amounts payable pursuant to this Agreement to the extent necessary to meet the requirements of Section 409A of the Code as the Company deems appropriate or desirable. The Company makes no representation that this Agreement complies with Section 409A of the Code and shall have no liability to you for any failure to comply with Section 409A of the Code.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Company by an authorized representative of the Company and on behalf of Participant by an authorized representative of Participant as of the date and year first written above.

MANITEX INTERNATIONAL, INC.

By: /s/ David J. Langevin
Name: David J. Langevin
Title: Executive Chairman and Director

PARTICIPANT

By: /s/ Mike Coffey
Name: Mike Coffey

Exhibit A – Form of Exercise Agreement

Manitex International, Inc.
9725 Industrial Drive
Bridgeview, IL 60455

Date: _____

Ladies and Gentlemen:

This letter constitutes notice under the Nonqualified Stock Option Award Agreement entered into as of the grant date stated below, by and between Manitex International, Inc. and Mike Coffey ("Participant"), Participant elects to purchase the number of shares for the price set forth below.

Stock option grant date: May 3, 2022
Number of shares as to which option is exercised: _____
Certificates to be issued in name of: _____
Exercise price per share: \$ _____
Total exercise price: \$ _____
Payment delivered herewith: \$ _____
Form of payment: _____ Cash or check

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the Manitex International, Inc. Nonqualified Stock Option Award Agreement and (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option.

Submitted By:

Participant

By: _____
Name: Mike Coffey

Accepted By:

MANITEX INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated March 9, 2022 with respect to the consolidated financial statements and internal control over financial reporting of Manitex International Inc. included in the Annual Report on Form 10-K for the year ended December 31, 2021, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned reports in this Registration Statement.

/s/ Grant Thornton LLP
GRANT THORNTON LLP

Chicago, Illinois
June 3, 2022

Calculation of Filing Fee Table

Form S-8
(Form Type)

Manitex International, Inc.
(Exact Name of Registrant as Specified in its Charter)

Newly Registered Securities

Security Type	Security class title	Fee calculation rule	Amount registered (1)	Proposed maximum offering price per share	Maximum aggregate offering price	Fee rate	Amount of registration fee
Equity	Common Stock, no par value per share(2)	Rules 457(c) and 457(h)	690,000(3)	\$7.62(4)	\$5,257,800	0.0000927	\$487.40
Equity	Common Stock, no par value per share(2)	Rule 457(h)	100,000(5)	\$7.60(6)	\$760,000	0.0000927	\$70.45
Total Offering Amounts					\$6,017,800	—	\$557.85
Total Fee Offsets					—	—	—
Net Fee Due					—	—	\$557.85

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this registration statement also covers such additional shares as may be issued as a result of a stock split, stock dividend, recapitalization, or similar transaction.
- (2) Each share of Common Stock issued also represents one Preferred Stock Purchase Right. Preferred Stock Purchase Rights currently cannot trade separately from the underlying Common Stock and, therefore, do not carry a separate price or necessitate an additional registration fee.
- (3) Represents shares of the Registrant’s Common Stock issuable under new employment inducement restricted stock unit awards granted to J. Michael Coffey, on May 3, 2022 in accordance with Nasdaq Listing Rule 5635(c)(4).
- (4) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(c) and (h) under the Securities Act, based on based upon the average of the high and low prices of the Registrant’s common stock on the NASDAQ Capital Market on May 3, 2022.
- (5) Represents shares of the Registrant’s Common Stock issuable under a new employment inducement stock option award granted to J. Michael Coffey, on May 3, 2022, in accordance with Nasdaq Listing Rule 5635(c)(4).
- (6) Based on the exercise price per share of the 100,000 shares issuable under the inducement stock option award.