

CAPITAL CITY BANK GROUP INC  
 Form 4  
 December 21, 2006

**FORM 4**

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

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
 AUSLEY DUBOSE

2. Issuer Name and Ticker or Trading Symbol  
 CAPITAL CITY BANK GROUP INC [CCBG]

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

(Last) (First) (Middle)

3. Date of Earliest Transaction (Month/Day/Year)  
 12/11/2006

Director  10% Owner  
 Officer (give title below)  Other (specify below)

P.O. BOX 391  
 (Street)

4. If Amendment, Date Original Filed(Month/Day/Year)

6. Individual or Joint/Group Filing(Check Applicable Line)  
 Form filed by One Reporting Person  
 Form filed by More than One Reporting Person

TALLAHASSEE, FL 32302  
 (City) (State) (Zip)

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Ownership (Instr. 4)
				(A) or (D)	Price		
Common Stock	12/11/2006		S	479	D \$ 34.5	393,021	D
Common Stock	12/13/2006		S	3,000	D \$ 34.389	390,021	D
Common Stock	12/14/2006		S	3,521	A \$ 34.25	386,500	D
Common Stock						12,500	I Mrs. DuBose Ausley
Common Stock						23,437	I By IRA

Common Stock	285,431	I	Charles S. Ausley Trust
Common Stock	350	I	Duby & Sallie Ausley

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

SEC 1474  
(9-02)

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned**  
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of Derivative Securities Owned Beneficially (Instr. 5)
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## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
AUSLEY DUBOSE P.O. BOX 391 TALLAHASSEE, FL 32302		X		

## Signatures

DuBose Asley                      12/21/2006  
 \*\*Signature of                      Date  
 Reporting Person

## Explanation of Responses:

\* If the form is filed by more than one reporting person, see Instruction 4(b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

## Edgar Filing: CAPITAL CITY BANK GROUP INC - Form 4

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. Securities Exchange Act of 1934, as amended. The Board of Directors has determined that Mr. Gigliotti is an audit committee financial expert as defined by Item 407(d)(5)(ii) of Regulation S-K. The Audit Committee met four times during the year ended December 31, 2011. From December 20, 2010 until March 21, 2012, Mr. Clark was Chairman of the Audit Committee. On March 21, 2012, Mr. Gigliotti became Chairman of the Audit Committee.

### **Committee on Directors and Board Governance**

The Committee on Directors and Board Governance reviews the performance of our Directors, makes recommendations for new Directors, and evaluates and makes recommendations regarding our governance practices. The Committee on Directors and Board Governance will consider nominees recommended by Stockholders provided such recommendations are made in accordance with the procedures described in this Proxy Statement below under Procedure for Stockholder Recommendations to the Committee on Directors and Board Governance for Potential Director Nominees and under Stockholder Proposals. In addition, our Committee on Directors and Board Governance monitors the effectiveness of our corporate governance guidelines, including whether they are successful in preventing illegal or improper conduct. The current members of the Committee on Directors and Board Governance are Ronald M. Clark, Robert S. Gigliotti, and Marvin B. Rosenberg (Chairman). The members of the Committee on Directors and Board Governance did not meet as a separate committee during the year ended December 31, 2011, however, the committee met with the entire Board to consider certain matters, including the nomination of Directors, and presented their recommendations to the Board.

### ***Principal Functions***

The principal functions of the Committee on Directors and Board Governance are to:

consider and recommend to the Board qualified candidates for election as directors of our company;

periodically prepare and submit to the Board for adoption the Committee's selection criteria for directors nominees;

recommend to the Board and management a process for new Board member orientation;

consider matters of corporate governance and Board practices and recommend improvements to the Board;

review periodically our articles of incorporation and bylaws in light of statutory changes and current best practices;

review periodically the charter, responsibilities, membership and chairmanship of each committee of the Board and recommend appropriate changes;

review Director independence, conflicts of interest, qualifications and conduct and recommend to the Board removal of a Director when appropriate; and

annually assess the Committee's performance.

### ***Nominating Procedures***

The Board has adopted membership guidelines that outline the desired composition of the Board and the criteria to be used in selecting directors. These guidelines provide that the Board should be composed of directors with a



variety of experience and backgrounds, who have high-level managerial experience in a complex organization and who represent the balanced interests of stockholders as a whole rather than those of special interest groups. Other important factors in Board composition include diversity, age, international background and experience and specialized expertise. A significant majority of the Board should be Directors who are not our past or present employees or significant stockholders, customers or suppliers.

In considering candidates for the Board, the Committee on Directors and Board Governance considers the entirety of each candidate's credentials and does not have any specific, minimum qualifications that must be met by a Board nominee. The Committee is guided by the composition guidelines set forth above and by the following basic selection criteria: highest character, integrity and experience.

The Committee on Directors and Board Governance will consider written recommendations from stockholders for potential nominees for director that are made in accordance with the procedure set forth below. The committee will apply the same criteria to all candidates it considers, including any candidates submitted by stockholders. The committee evaluates each incumbent director to determine whether he or she should be nominated to stand for re-election, based on the types of criteria outlined above as well as the director's contributions to the board during their current term. The members of the Committee on Directors and Board Governance did not meet as a separate committee during the year ended December 31, 2011, however, the committee met with the entire Board to consider certain matters, including the nomination of Directors, and presented their recommendations to the Board.

***Procedure for Stockholder Recommendations to the Committee on Directors and Board Governance for Potential Director Nominees***

The Committee on Directors and Board Governance will consider written recommendations from stockholders for potential nominees for director. The names of suggested nominees, together with the information set forth below, should be submitted for consideration in accordance with the directions for proposals to be considered for inclusion in the Company's proxy materials described in the section below entitled "Stockholder Proposals." Timely nominations will be considered but may not be part of the slate nominated by our Board of Directors and, accordingly, would not be included in our proxy materials.

In order to be a valid submission for recommendation to the Committee on Directors and Board Governance for a potential nominee, the form of recommendation must set forth:

Biographical information about the candidate and a statement about his or her qualifications;

Any other information required to be disclosed about the candidate under the Securities and Exchange Commission's proxy rules (including the candidate's written consent to being named in the proxy statement and to serve as a director, if nominated and elected); and

The names and addresses of the stockholder(s) recommending the candidate for consideration and the number of shares of our common stock beneficially owned by each.

## EXECUTIVE COMPENSATION

The following table sets forth the total compensation earned by our named executive officers in fiscal years 2009, 2010 and 2011.

## Summary Compensation Table

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total (\$)
David J. Langevin	2011	\$ 350,000	\$ 181,475(1)	\$ 32,025(1)			\$ 27,875(5)	\$ 591,375
Chairman and Chief	2010	\$ 310,625			\$ 171,500(2)		\$ 27,600(6)	\$ 509,725
Executive Officer	2009	\$ 263,667					\$ 27,600(6)	\$ 291,267
Andrew M. Rooke	2011	\$ 275,000	\$ 137,914(3)	\$ 24,336(3)			\$ 12,000(7)	\$ 449,250
President and Chief	2010	\$ 250,508			\$ 129,250(2)		\$ 12,000(7)	\$ 391,758
Operating Officer	2009	\$ 230,198					\$ 20,205(8)	\$ 250,403
David H. Gransee	2011	\$ 200,000	\$ 85,006(4)	\$ 14,994(4)			\$ 9,000(9)	\$ 309,000
Vice President and	2010	\$ 182,188			\$ 62,000(2)		\$ 9,000(9)	\$ 253,188
Chief Financial	2009	\$ 167,417					\$ 10,088(10)	\$ 177,505
Officer								

- (1) David Langevin was awarded a discretionary bonus of \$213,500 for 2011. In accordance with a recommendation of the Compensation Committee, Mr. Langevin is to receive restricted stock units with a value equal to 15% of his bonus and stipulated that Mr. Langevin's cash bonus is to be reduced by the value of the restricted stock units granted. Mr. Langevin was awarded 4,090 restricted stock units based on a closing stock price of \$7.83 per Common Share on March 21, 2012, the date Board approved the discretionary bonus and the restricted stock units. The restricted stock units vest upon issuance.
- (2) The amounts in this column reflect cash awards earned by the named individuals in connection with our 2010 Bonus Plan.
- (3) Andrew M. Rooke was awarded a discretionary bonus of \$162,250 for 2011. In accordance with a recommendation of the Compensation Committee, Mr. Rooke is to receive restricted stock units with a value equal to 15% of his bonus and stipulated that Mr. Rooke's cash bonus is to be reduced by the value of the restricted stock units granted. Mr. Rooke was awarded 3,108 restricted stock units based on a closing stock price of \$7.83 per Common Share on March 21, 2012, the date Board approved the discretionary bonus and the restricted stock units. The restricted stock units vest upon issuance.
- (4) David H. Gransee was awarded a discretionary bonus of \$100,000 for 2011. In accordance with a recommendation of the Compensation Committee, Mr. Litchev is to receive restricted stock units with a value equal to 15% of his bonus and stipulated that Mr. Gransee's cash bonus is to be reduced by the value of the restricted stock units granted. Mr. Gransee was awarded 1,915 restricted stock units based on a closing stock price of \$7.83 per Common Share on March 21, 2012, the date Board approved the discretionary bonus and the restricted stock units. The restricted stock units vest upon issuance.
- (5) Represents an \$18,000 car allowance, and \$9,875 in private club dues
- (6) Represents an \$18,000 car allowance, and \$9,600 in private club dues.
- (7) Represents a \$12,000 auto allowance.
- (8) Represents a \$12,000 car allowance, \$1,495 401(k) contribution match, and a \$6,710 housing allowance.
- (9) Represents a \$9,000 auto allowance
- (10) Represents a \$9,000 car allowance and a \$1,088 401(k) contribution match.

**TEMPORARY SALARY REDUCTIONS**

Beginning September 2008, the United States and world financial markets came under unprecedented stress. The immediate impact was a dramatic decrease in liquidity and credit availability throughout the world. An incredibly rapid and significant deterioration in economic conditions, especially in the United States and Europe, followed. These events had an immediate and significant adverse impact on the Company, including a very dramatic curtailment of new orders and requests to delay deliveries and, in some cases, to cancel existing orders. See the Management's Discussion and Analysis of Financial Conditions and Results of Operations sections in the Company's December 31, 2009 and December 31, 2010 Annual Reports on Form 10-K filed with Securities and Exchange Commission for additional details.

As part of the a cost reduction program, Mr. Langevin, Mr. Rooke and Mr. Gransee voluntarily reduced their base salaries on a temporary basis. On February 1, 2009, Mr. Langevin, Mr. Rooke and Mr. Gransee's base salaries were decreased by 20%, 10% and 10%, respectively. On March 16, 2009, these executive officers voluntarily reduced their base salaries by another 10%. Following these reductions, Mr. Langevin, Mr. Rooke and Mr. Gransee's temporarily reduced annual base salaries at March 16, 2009 were \$252,000, \$222,750 and \$162,000, respectively.

In January 2010, April 2010, July 2010 and January 2011, the base salaries of Mr. Langevin, Mr. Rooke and Mr. Gransee were increased to restore a portion of the voluntary pay reductions instituted on February 1, 2009 and March 16, 2009. As of January 1, 2011 Mr. Langevin, Mr. Rooke and Mr. Gransee's base pay have been fully restored to the contractual base salaries that were in effect on January 31, 2009. Mr. Langevin, Mr. Rooke and Mr. Gransee contractual base salaries are \$350,000, \$275,000 and \$200,000. The actual base salaries, which reflect the portions of the voluntary pay reductions which were still in effect in 2010, were \$310,625, \$250,508 and \$182,188 for Mr. Langevin, Mr. Rooke and Mr. Gransee, respectively.

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**Outstanding Equity Awards at 2011 Fiscal Year-End**

As of December 31, 2011, there were no outstanding equity awards to executive officers to report, since (1) no Option Awards have ever been granted to the Company's executive officers and (2) all Stock Awards previously granted to the Company's executive officers had fully vested before December 31, 2011.

**Employment Agreements**

*David J. Langevin*

On May 28, 2009, we entered into an employment agreement with Mr. Langevin pursuant to which his term of employment commenced on June 15, 2009 and ends on June 15, 2012. Under the agreement, Mr. Langevin's term of employment will automatically be extended for successive one year periods unless a non-renewal notice is given by either party at least 90 days prior to the end of the term. Mr. Langevin's employment agreement entitles him to an annual base salary of \$350,000 and the insurance and retirement benefits that are generally available to our employees. In accordance with his employment agreement, Mr. Langevin is also provided with a \$1,500 per month car allowance plus reimbursement for the dues of a private club membership, cellular telephone and data service costs and expenses. In addition, Mr. Langevin is eligible to receive annual cash incentives as determined by the Compensation Committee of the Board. Additionally, the employment agreement provides for an annual review by the Compensation Committee of the Board on or about June 1 each year, and adjustments may be made at the discretion of the Committee. Mr. Langevin's base salary was increased to \$375,000 as of January 1, 2012.

If the Company terminates Mr. Langevin without just cause (as defined in the employment agreement) or if the Company chooses not to renew the agreement, Mr. Langevin is entitled to a severance payment of one year's salary plus continued health plan coverage, welfare benefits and certain other perquisites for one year. If he is terminated for just cause or if he resigns, he is entitled to no severance payment. If Mr. Langevin is involuntarily terminated within the 9 months following a change of control, he is entitled to a severance payment of two year's salary plus continued health plan coverage and welfare benefits for two years and certain other perquisites. Please see "Potential Payments upon Termination or Change of Control" for a description of the payments due Mr. Langevin upon the termination of his employment.

If Mr. Langevin is terminated without just cause or good reason (as defined in the employment agreement) then he will be subject to a non-competition covenant for so long as we are making post-employment payments to him in accordance with his employment agreement. In all other cases, Mr. Langevin is subject to a non-competition covenant for two years following termination of his employment. Notwithstanding the above, Mr. Langevin may not invest in a competitor, subject to certain exceptions, for two years following his employment. In addition, he is obligated to maintain the confidentiality of our proprietary information and trade secrets for the longer of a period of two years following the termination of his employment or until he is no longer receiving compensation or severance payments pursuant to his employment agreement.

On March 21, 2012, we entered into a new employment agreement with Mr. Langevin that supersedes his previous employment agreement. Under the new employment agreement, Mr. Langevin's employment term begins on March 21, 2012 and ends on March 31, 2015. The terms of the new employment agreement are consistent with the previous employment agreement except, (1) the agreement automatically extends for successive periods of three years at the end of each one year anniversary of the current employment term (2) the new agreement increases the severance period and health plan coverage to two years and (3) provides that upon a change in control that Mr. Langevin is entitled to two years of his monthly base salary, health plan coverage and welfare benefits until he reaches the age of 65 or becomes eligible for Medicare and the payment of then vested or unvested Company equity incentive awards.



*Andrew M. Rooke*

On May 28, 2009, we entered into an employment agreement with Mr. Rooke pursuant to which his term of employment commenced on June 15, 2009 and ends on June 15, 2012. Under the agreement, Mr. Rooke's term of employment will automatically be extended for successive one year periods unless a non-renewal notice is given by either party at least 90 days prior to the end of the term. Mr. Rooke's employment agreement entitles him to an annual base salary of \$275,000 and the insurance and retirement benefits that are generally available to our employees. In accordance with his employment agreement, Mr. Rooke is also provided with a \$1,000 per month car allowance, reimbursement in an amount not to exceed \$1,000 per month for the dues of a private club membership, plus reimbursement for cellular telephone and data service costs and expenses. In addition, Mr. Rooke is eligible to receive annual cash incentives as determined by the Compensation Committee of the Board. Additionally, the employment agreement provides for an annual review by the Compensation Committee of the Board on or about June 1 each year, and adjustments may be made at the discretion of the Committee. Mr. Rooke's base salary was increased to \$295,000 as of January 1, 2012.

If the Company terminates Mr. Rooke without just cause (as defined in the employment agreement) or if the Company chooses not to renew the agreement, Mr. Rooke is entitled to a severance payment of one year's salary plus continued health plan coverage, welfare benefits and certain other perquisites for one year. If he is terminated for just cause or if he resigns, he is entitled to no severance payment. If Mr. Rooke is involuntarily terminated within the 9 months following a change of control, he is entitled to a severance payment of two year's salary plus continued health plan coverage, welfare benefits for two years and certain other perquisites and relocation costs (as defined in the agreement). Please see "Potential Payments upon Termination or Change of Control" for a description of the payments due Mr. Rooke upon the termination of his employment.

If Mr. Rooke is terminated without just cause or good reason (as defined in the employment agreement) then he will be subject to a non-competition covenant for so long as we are making post-employment payments to him in accordance with his employment agreement. In all other cases, Mr. Rooke is subject to a non-competition covenant for two years following termination of his employment. Notwithstanding the above, Mr. Rooke may not invest in a competitor, subject to certain exceptions, for two years following his employment. Mr. Rooke is also obligated to maintain the confidentiality of our proprietary information and trade secrets for the longer of a period of two years following termination of his employment or until he is no longer receiving compensation or severance payments pursuant to his employment agreement.

On March 21, 2012, we entered into a new employment agreement with Mr. Rooke that supersedes his previous employment agreement. Under the new employment agreement, Mr. Rooke's employment term begins on March 21, 2012 and ends on March 31, 2015. The terms of the new employment agreement are consistent with the previous employment agreement except, (1) the agreement automatically extends for successive periods of three years at the end of each one year anniversary of the current employment term (2) the new agreement increases the severance period and health plan coverage to two years and (3) provides that upon a change in control that Mr. Rooke is entitled to two years of his monthly base salary, health plan coverage and welfare benefits until he reaches the age of 65 or becomes eligible for Medicare and the payment of then vested or unvested Company equity incentive awards.

*Lubomir T. Litchev*

On March 21, 2012, Mr. Litchev was appointed to be the Company's President of Manufacturing Operations, and we have determined that as of that date that he is an Executive Officer of the Company. Additionally on March 21, 2012, we entered into an employment agreement with Mr. Litchev pursuant to which his term of employment commenced on March 21, 2012 and ends on March 31, 2015. Under the agreement, Mr. Litchev's term of employment will automatically extend for successive periods of three years at the end of each one year anniversary of the current employment term unless a non-renewal notice is given by either party at least 90 days prior to the end of the term.

Mr. Litchev's employment agreement entitles him to an annual base salary of \$280,000 and the insurance and retirement benefits that are generally available to our employees. In accordance with his employment agreement, Mr. Litchev is also provided with a \$1,000 per month car allowance, plus reimbursement for cellular telephone and data service costs and expenses. In addition, Mr. Litchev is eligible to receive annual cash incentives as determined by the Compensation Committee of the Board. Additionally, the employment agreement provides for an annual review by the Compensation Committee of the Board on or about June 1 each year, and adjustments may be made at the discretion of the Committee.

If the Company terminates Mr. Litchev without just cause (as defined in the employment agreement) or if the Company chooses not to renew the agreement, Mr. Litchev is entitled to a severance payment of two year's salary plus continued health plan coverage, welfare benefits and certain other perquisites for two year. If he is terminated for just cause or if he resigns, he is entitled to no severance payment. Upon a change in control, he is entitled to a payment of two year's salary plus continued health plan coverage and welfare benefits until he reaches the age of 65 or becomes eligible for Medicare and the payment of then vested or unvested Company equity incentive awards. Please see Potential Payments upon Termination or Change of Control for a description of the payments due Mr. Litchev upon the termination of his employment.

If Mr. Litchev is terminated without just cause or good reason (as defined in the employment agreement) then he will be subject to a non-competition covenant for so long as we are making post-employment payments to him in accordance with his employment agreement. In all other cases, Mr. Litchev is subject to a non-competition covenant for two years following termination of his employment. Notwithstanding the above, Mr. Litchev may not invest in a competitor, subject to certain exceptions, for two years following his employment. Mr. Litchev is also obligated to maintain the confidentiality of our proprietary information and trade secrets for the longer of a period of two years following termination of his employment or until he is no longer receiving compensation or severance payments pursuant to his employment agreement.

*David H. Gransee*

On May 28, 2009, we entered into an employment agreement with Mr. Gransee pursuant to which his term of employment commenced on June 15, 2009 and ends on June 15, 2012. Under the agreement, Mr. Gransee's term of employment will automatically be extended for successive one year periods unless a non-renewal notice is given by either party at least 90 days prior to the end of the term. Mr. Gransee's employment agreement entitles him to an annual base salary of \$200,000 and the insurance and retirement benefits that are generally available to our employees. In accordance with his employment agreement, Mr. Gransee is also provided with a \$750 per month car allowance plus reimbursement for cellular telephone and data service costs and expenses. In addition, Mr. Gransee is eligible to receive annual cash incentives as determined by the Compensation Committee of the Board. Additionally, the employment agreement provides for an annual review by the Compensation Committee of the Board on or about June 1 each year, and adjustments may be made at the discretion of the Committee. Mr. Gransee's base salary was increased to \$214,000 as of January 1, 2012.

If the Company terminates Mr. Gransee without just cause (as defined in the employment agreement) or if the Company chooses not to renew the agreement, Mr. Gransee is entitled to a severance payment of one year's salary plus continued health plan coverage, welfare benefits and certain other perquisites for one year. If he is terminated for just cause or if he resigns, he is entitled to no severance payment. If Mr. Gransee is involuntarily terminated within the 9 months following a change of control, he is entitled to a severance payment of two year's salary plus continued health plan coverage, welfare benefits for two years and certain other perquisites. Please see Potential Payments upon Termination or Change of Control for a description of the payments due Mr. Gransee upon the termination of his employment.

If Mr. Gransee is terminated without just cause or good reason (as defined in the employment agreement), then he will be subject to a non-competition covenant for so long as we are making post-employment payments to him in accordance with his employment agreement. In all other cases, Mr. Gransee is subject to a non-competition

covenant for two years following termination of his employment. Notwithstanding the above, Mr. Gransee may not invest in a competitor, subject to certain exceptions, for two years following his employment. Mr. Gransee is also obligated to maintain the confidentiality of our proprietary information and trade secrets for the longer of a period of two years following termination of his employment or until he is no longer receiving compensation or severance payments pursuant to his employment agreement.

On March 21, 2012, we entered into a new employment agreement with Mr. Gransee that supersedes his previous employment agreement. Under the new employment agreement, Mr. Gransee's employment term begins on March 21, 2012 and ends on March 31, 2015. The terms of the new employment agreement are consistent with the previous employment agreement except, (1) the agreement automatically extends for successive periods of three years at the end of each one year anniversary of the current employment term (2) the new agreement increases the severance period and health plan coverage to two years and (3) provides that upon a change in control that Mr. Gransee is entitled to two years of his monthly base salary, health plan coverage and welfare benefits until he reaches the age of 65 or becomes eligible for Medicare and the payment of then vested or unvested Company equity incentive awards.

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**POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE OF CONTROL**

The employment agreements with our named executive officers provide for payments to such executive officers upon voluntary termination, involuntary termination without just cause; non-renewal by us of a named executive officer's employment agreement, just cause termination, termination following a change in control, and in the event of permanent disability of the executive. Such amounts payable to each executive officer are described below assuming that each event triggering payment occurred on December 31, 2011.

The following assumptions were made in estimating the payments set forth below: (1) termination payment of accrued unpaid base salary is calculated assuming a full pay period (this payment may be less, depending upon where the termination date falls within the pay period); (2) the value of post-termination health, dental and life insurance is estimated to be \$1,400 per month; and (3) accrued and unused vacation is assumed to be the annual maximum of four weeks.

The employment agreements for our named executive officers define "change of control" as:

- (1) the sale or other transfer of more than 50% of the ownership interests of the Company to one or more non-affiliated corporations, persons or other entities,
- (2) the merger or consolidation of the Company with another non-affiliated corporation, person or entity such that the shareholders of the Company, immediately preceding the merger or consolidation own less than 50% of the person or other entity surviving the merger or consolidation,
- (3) the failure of the Company to assign such employment agreement to a successor,
- (4) a majority of the members of the Board of Directors of the Company on the date of the employment agreement (each a "Current Director") cease to be members of the Board of Directors of the Company, provided that any director recommended by a majority of the Current Directors as a successor of a Current Director shall be deemed to be a Current Director, and
- (5) the sale, merger or other transfer of all or substantially all of the Company's consolidated assets to one or more non-affiliated corporations, persons or other entities.

The employment agreements for our named executive officers define "just cause" as:

- (1) employee's admission of, or conviction of any act of fraud, embezzlement or theft against the Company or any of its subsidiaries;
- (2) employee's plea of guilty or of no contest with respect to, admission of, or conviction for, a felony or any crime involving moral turpitude, fraud, embezzlement, theft or misappropriation;
- (3) employee's violation of the confidentiality, ownership of inventions, and non-competition provisions set forth in the employment agreement;
- (4) employee's misappropriation of the Company's or any of its subsidiaries' funds or a corporate opportunity by employee;
- (5) employee's negligence, willful or reckless conduct that has brought or is reasonably likely to bring the Company or any of its subsidiaries into public disgrace or disrepute or which has had or is reasonably likely to have a materially adverse effect on the Company's business;

- (6) any violation by employee of any statutory or common law duty of loyalty to the Company or any of its subsidiaries;
- (7) alcohol or substance abuse by employee that interferes with the performance of employee's duties; or
- (8) any other material breach by employee of his employment agreement;  
provided that the reasons described in clauses (3), (6), (7) and (8) are subject to giving the employee notice and an opportunity to correct such behavior.

**David J. Langevin**

Executive Benefits and Payments Upon Termination	Voluntary Termination	Involuntary Termination without Just Cause or Non-Renewal of Employment Agreement by the Company	Just Cause Termination	Involuntary Termination Within 9 Months of Change in Control	Permanent Disability
Continuation of Base Salary		\$ 350,000		\$ 700,000	\$ 350,000
Termination Payment of Accrued Unpaid Base Salary	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583
Payment of Unpaid Board-Approved Bonus Earned on or before the Date of Termination	\$ 213,500	\$ 213,500	\$ 213,500	\$ 213,500	\$ 213,500
<b>Benefits:</b>					
Post-Termination Health, Dental & Life Insurance		\$ 16,800		\$ 33,600	\$ 16,800
Private Club Dues Reimbursement		\$ 12,000		\$ 24,000	\$ 12,000
Termination Payment of Accrued Unpaid Car Allowance	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Accrued Unused Vacation	\$ 29,166	\$ 29,166	\$ 29,166	\$ 29,166	\$ 29,166
<b>Total:</b>	<b>\$ 258,749</b>	<b>\$ 637,549</b>	<b>\$ 258,749</b>	<b>\$ 1,016,349</b>	<b>\$ 637,549</b>

**Andrew M. Rooke**

Executive Benefits and Payments Upon Termination	Voluntary Termination	Involuntary Termination without Just Cause or Non-Renewal of Employment Agreement by the Company	Just Cause Termination	Involuntary Termination Within 9 Months of Change in Control**	Permanent Disability
Continuation of Base Salary		\$ 275,000		\$ 550,000	\$ 275,000
Termination Payment of Accrued Unpaid Base Salary	\$ 11,458	\$ 11,458	\$ 11,458	\$ 11,458	\$ 11,458
Payment of Unpaid Board-Approved Bonus Earned on or before the Date of Termination	\$ 162,250	\$ 162,250	\$ 162,250	\$ 162,250	\$ 162,250
<b>Benefits:</b>					
Post-Termination Health, Dental & Life Insurance		\$ 16,800		\$ 33,600	\$ 16,800
Private Club Dues Reimbursement		\$ 12,000		\$ 24,000	\$ 12,000
Termination Payment of Accrued Unpaid Car Allowance	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000

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Accrued Unused Vacation	\$ 22,916	\$ 22,916	\$ 22,916	\$ 22,916	\$ 22,916
<b>Total:</b>	<b>\$ 197,624</b>	<b>\$ 501,424</b>	<b>\$ 197,624</b>	<b>\$ 805,224</b>	<b>\$ 501,424</b>

\*\* In the event of such involuntary termination, we will also reimburse Mr. Rooke for his relocation costs, which will be grossed up to cover taxes. Relocation costs include: (i) packing and moving expenses; (ii) closing costs, including title

and recording fees, related to the sale of Mr. Rooke's existing property and the subsequent purchase of his new residence, not to exceed \$3,000 in each instance, and sales agents commission; (iii) expenses incurred for up to three (3) property identification visits, not to exceed \$1,500 per visit; (iv) the cost of any temporary accommodations for no more than twelve (12) months after signing his employment agreement; and (v) any loss on the sale of Mr. Rooke's existing property up to \$100,000. We will also pay Mr. Rooke one month of his base salary (approximately \$22,916) to cover the cost of any incidentals.

**David H. Gransee**

Executive Benefits and Payments Upon Termination Compensation:	Voluntary Termination	Involuntary Termination without Just Cause or Non-Renewal of Employment Agreement by the Company	Just Cause Termination	Involuntary Termination Within 9 Months of Change in Control	Permanent Disability
Continuation of Base Salary		\$ 200,000		\$ 400,000	\$ 200,000
Termination Payment of Accrued Unpaid Base Salary	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333
Payment of Unpaid Board-Approved Bonus Earned on or before the Date of Termination	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
<b>Benefits:</b>					
Post-Termination Health, Dental & Life Insurance		\$ 16,800		\$ 33,600	\$ 16,800
Termination Payment of Accrued Unpaid Car Allowance	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
Accrued Unused Vacation	\$ 16,667	\$ 16,667	\$ 16,667	\$ 16,667	\$ 16,667
<b>Total:</b>	<b>\$ 125,750</b>	<b>\$ 342,550</b>	<b>\$ 125,750</b>	<b>\$ 559,350</b>	<b>\$ 342,550</b>

**Section 16(a) Beneficial Ownership Reporting Compliance**

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires our officers, directors and persons who beneficially own more than 10% of a registered class of our equity securities to file reports of securities ownership and changes in such ownership with the SEC. Officers, directors and greater than 10% beneficial owners are also required by rules promulgated by the SEC to furnish us with copies of all Section 16(a) forms they file.

Based solely upon a review of the copies of such forms furnished to us and/or written representations that no Form 5 filings were required, we believe that during the period from January 1, 2011 through December 31, 2011, all Section 16(a) filing requirements applicable to our officers, directors and greater than 10% beneficial owners were complied with on a timely basis.

**Code of Ethics**

We have adopted a code of ethics applicable to our principal executive officer and principal financial and accounting officer, in accordance with Section 406 of the Sarbanes-Oxley Act of 2002, the rules of the SEC promulgated thereunder, and the NASDAQ rules. The code of ethics also applies to all of our employees as well as our Board of Directors. In the event that any changes are made or any waivers from the provisions of the code of ethics are made, these events would be disclosed on our website or in a report on Form 8-K within four business days of such event. The code of ethics is posted on our website at [www.manitexinternational.com](http://www.manitexinternational.com). Copies of the code of ethics will be provided free of charge upon written request directed to Investor Relations, Manitex International, Inc., 9725 Industrial Drive, Bridgeview, Illinois 60455.



### **Transactions with Related Persons**

Discussed below are certain direct and indirect relationships and transactions involving our company and certain of our Directors, executive officers, nominees for Director, beneficial owners of more than five percent of our Common Stock and members of the immediate families of the foregoing. We believe that the terms of the following transactions are comparable to terms that would have been reached by unrelated parties in arms-length transactions.

#### ***Bridgeview Lease***

Beginning June 1, 2010, we lease our 40,000 sq. ft. Bridgeview facility from an entity controlled by Mr. Langevin, the Company's Chairman and CEO, and the beneficial owner of more than 5% of our outstanding Common Stock. The lease will expire on June 30, 2016 and has a provision for six one year extension periods. Pursuant to the terms of the lease, we made monthly lease payments of approximately \$20,000. The Company is also responsible for all the associated operating expenses, including insurance, property taxes, and repairs. The lease contains a rental escalation clause under which annual rent is increased during the initial lease term by the lesser of the increase in the Consumer Price Increase or 2.0%. Rent for any extension period shall however, be the then-market rate for similar industrial buildings within the market area. The dollar value of Mr. Langevin's interest in the lease transaction was approximately \$240,000 and \$140,000 in 2011 and 2010, respectively. We have assumed for the purpose of calculating Mr. Langevin's interest in the lease transaction, that he and his affiliates own 100% of the equity interests of the entity that is a party to such transaction.

The Company has the option, to purchase the building by giving the landlord written notice at any time prior to the date that is 180 days prior to the expiration of the lease or any extension period. The landlord can require the Company to purchase the building if a change of Control Event, as defined in the agreement, occurs by giving written notice to the Company at any time prior to the date that is 180 days prior to the expiration of the lease or any extension period. The purchase price regardless whether the purchase is initiated by the Company or the landlord will be the Fair Market Value as of the closing date of said sale.

#### ***Lease of Georgetown Facility***

We lease our Georgetown, Texas manufacturing facility from an entity owned by Robert Skandalaris, the beneficial owner of more than 5% of our outstanding Common Stock. This lease is for a term of 12 years, which expires in April of 2018. Pursuant to the terms of the lease, we made monthly lease payments of approximately \$70,000 in 2009, \$71,000 in 2010 and \$72,000 in 2011. We are also responsible for all of the associated operating expenses of the facility including, insurance, property taxes and repairs. Under the lease, the monthly rent is adjusted annually by the lesser of the increase in the Consumer Price Index or 2%. The dollar value of Mr. Skandalaris' interest in the lease transaction was approximately \$836,000, \$852,000 and \$862,000 in each of 2009, 2010 and 2011, respectively. We have assumed for the purpose of calculating Mr. Skandalaris' interest in the lease transaction, that he and his affiliates own 100% of the equity interests of the entity that is a party to such transaction.

#### ***Transactions with BGI USA, Inc.***

The Company, through its subsidiaries, purchases and sells parts to BGI USA, Inc. ( BGI ) including its subsidiary, SL Industries, Ltd ( SL ). BGI is a distributor of assembly parts used to manufacture various lifting equipment. SL Industries, Ltd is a Bulgarian subsidiary of BGI that manufactures fabricated and welded components used to manufacture various lifting equipment. BGI is owned by Lubomir T. Litchev, who was appointed to be the Company's President of Manufacturing Operations on March 21, 2012 and at which point Mr. Litchev became an Executive Officer of the Company. As such, all transactions between the Company and BGI and its subsidiary beginning on March 21, 2012 are related party transactions under Security and Exchange Commission rules.

Mr. Litchev was an employee of the Company before becoming an Executive Officer on March 21, 2012. Therefore, as a matter of good governance transactions between the Company and BGI in 2011 were subject to the review and approval process described below. See Note 23 to our consolidated financial statements in our Annual Report on Form 10-K filed on March 23, 2012 for additional details.

### **Approval Process**

Transactions involving related persons are approved, or ratified if pre-approval is not feasible, by our Audit Committee, which approves or ratifies the transaction only if our Audit Committee determines that it is in the best interests of our stockholders. In considering the transaction, our Audit Committee considers all relevant factors, including, as applicable (i) the business rationale for entering into the transaction; (ii) available alternatives to the transaction; (iii) whether the transaction is on terms no less favorable than terms generally available to an unrelated third party under the same or similar circumstances; (iv) the potential for the transaction to lead to an actual or apparent conflict of interest and any safeguards imposed to prevent such actual or apparent conflicts; and (v) the overall fairness of the transaction. Our Audit Committee also periodically monitors ongoing transactions involving related persons to ensure that there are no changed circumstances that would render it advisable to amend or terminate the transaction.

### **DIRECTOR COMPENSATION**

Directors who are employees of the Company receive no compensation, as such, for their service as members of the Board. In calendar year 2011, pursuant to the Non-Employee Director Plan, Directors who were not employees of the Company received \$6,250 per fiscal quarter. All Directors are reimbursed for expenses incurred in connection with attendance at meetings. In addition, non-employee Directors are eligible to participate in the Company's Second Amended and Restated 2004 Equity Incentive Plan.

The following table sets forth information regarding the compensation received by each of our non-employee Directors during the year ended December 31, 2011:

Name	Fees Earned or Paid in Cash (\$)	Stock Awards (\$)	Option Awards (\$)	Change in Pension Non-Equity Value and Nonqualified Incentive Deferred			All Other Compensation (\$)	Total (\$)
				Plan Compensation (\$)	Compensation Earnings (\$)			
Mr. Ronald M. Clark	\$ 25,000	\$ 9,269(3)					\$ 34,269	
Robert S. Gigliotti	\$ 25,000	\$ 27,800(2)					\$ 52,800	
Marvin B. Rosenberg	\$ 25,000	\$ 27,800(2)				\$ 60,000(1)	\$ 112,800	
Stephen J. Tober	\$ 25,000	\$ 27,800 (2)					\$ 52,800	

(1) Represents a \$5,000 monthly consulting fee paid to Mr. Rosenberg for services provided to the Company.

(2) Represents the value of 5,000 restricted stock units based on closing price of the Company's Common Stock of \$5.56 on March 15, 2011, the date of grant.

(3) Represents the value of 1,667 restricted stock units based on closing price of the Company's Common Stock of \$5.56 on March 15, 2011, the date of grant.

### **Meetings of Non-Employee Directors**

The non-employee directors of the Board typically meet in executive session without management present either prior to or immediately following each scheduled Board Meeting, and as otherwise needed. When the non-employee directors of the Board or respective committees meet in executive session without management, a temporary chair is selected from among the directors to preside at the executive session.

### **Delivery of Proxy Materials to Households**

Pursuant to SEC rules, services that deliver the Company's communications to stockholders that hold their stock through a bank, broker or other holder of record may deliver to multiple stockholders sharing the same address a

single copy of the Company's annual report to stockholders and this proxy statement. Upon written or oral request, the Company will promptly deliver a separate copy of the annual report to stockholders and this proxy statement to any stockholder at a shared address to which a single copy of each document was delivered. Such written or oral requests should be made to David Gransee at 9725 Industrial Drive, Bridgeview, Illinois 60455, or (708) 237-2078. Stockholders sharing the same address who wish to receive separate copies or only a single copy of the Company's annual reports to stockholders and proxy statements in the future should contact David Gransee at 9725 Industrial Drive, Bridgeview, Illinois 60455.

### Communication with the Board of Directors

Correspondence for any member of our Board of Directors may be sent to such Director's attention: c/o Corporate Secretary, Manitex International, Inc., 9725 Industrial Drive, Bridgeview, Illinois 60455. Any written communication will be forwarded to the Board for its consideration.

### AUDIT COMMITTEE

The Board of Directors has adopted a written charter for the Audit Committee. The three members of the Audit Committee are independent directors as that term is defined in NASDAQ Rule 5605(a)(2), NASDAQ Rule 5605(c)(2)(A), and Rule 10A-3 as promulgated under the Securities Exchange Act of 1934, as amended.

*Principal Accounting Firm Fees.* The aggregate amount of fees billed for professional services by UHY LLP ( UHY ) and UHY Advisors, Inc. ( Advisors ) for the fiscal years ended December 31, 2011 and December 31, 2010, are as follows:

	2011	2010
Audit Fees	\$ 328,379	\$ 368,063
Audit-Related Fees	26,690	14,425
<b>Total Audit and Audit-Related Fees</b>	<b>355,069</b>	<b>382,488</b>
Tax Fees		2,165
All Other Fees		
<b>Total Fees</b>	<b>\$ 355,069</b>	<b>\$ 384,653</b>

*Audit Fees.* These fees are for professional services rendered in connection with the audit of our annual financial statements for the fiscal years ended December 31, 2011 and December 31, 2010, and for the reviews of the financial statements included in our Quarterly Reports on Form 10-Q for those fiscal years.

*Audit-Related Fees.* These fees are fees billed in the fiscal year for assurance and related services in connection with the performance of the audit or review of our financial statements but are not Audit Fees, .

*Tax Fees.* These fees relate to federal, state and foreign tax compliance services, including preparation, compliance, advice and planning.

The Audit Committee has adopted an Audit and Non-Audit Services Pre-Approval Policy which requires the Audit Committee's pre-approval of audit and non-audit services performed by the independent auditor to assure that the provision of such services does not impair the auditor's independence. The policy authorizes the Committee to delegate to one or more of its members pre-approval authority with respect to permitted services.

Except as set forth below, all engagements for audit, non-audit and tax services rendered by UHY and Advisors for fiscal year 2011 and 2010 were pre-approved in accordance with the Audit and Non-Audit Services Pre-Approval Policy. The pre-approval requirement was waived under the de minimis exception for 100% of

the total Tax Fees for fiscal year 2010, which exception is described in our Audit and Non-Audit Services Pre-approval Policy and applicable rules and regulations of the Securities and Exchange Commission.

*Leased Employees.* UHY LLP acts as our principal independent registered public accounting firm. UHY LLP personnel work under the direct control of UHY LLP partners and are leased from wholly-owned subsidiaries of UHY Advisors, Inc. in an alternative practice structure.

#### **Audit Committee Report**

*The Audit Committee report set forth below shall not be deemed incorporated by reference by any general statement incorporating by reference this Proxy Statement into any filing under the Securities Act of 1933 or under the Securities Exchange Act of 1934, except to the extent that the Company specifically incorporates this information by reference, and shall not otherwise be deemed filed under such acts.*

*Audit Committee Report.* Management is responsible for the Company's internal controls, financial reporting process and compliance with laws and regulations and ethical business standards. The Independent Registered Public Accounting Firm is responsible for performing an independent audit of the Company's consolidated financial statements in accordance with generally accepted auditing standards and issuing a report thereon. The Audit Committee's responsibility is to monitor and oversee these processes on behalf of the Board of Directors. In this context, the Audit Committee has reviewed and discussed with management the audited financial statements. The Audit Committee has discussed with the Independent Registered Public Accounting Firm the matters required to be discussed by the Statement on Auditing Standards No. 114 (The Auditor's Communication with those Charged with Governance). In addition, the Audit Committee has received the written disclosures and the letter from the Independent Registered Public Accounting Firm required by applicable requirements of the Public Company Accounting Oversight Board regarding the Independent Registered Public Accounting Firm's communications with the Audit Committee concerning independence and has discussed with them their independence from the Company and its management. Moreover, the Audit Committee has considered whether the Independent Registered Public Accounting Firm's provision of other non-audit services to the Company is compatible with the auditor's independence. Based on the reviews and discussions referred to above, the Audit Committee recommended to the Board of Directors that the audited financial statements be included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011 for filing with the Securities and Exchange Commission. By recommending to the Board of Directors that the audited financial statements be so included, the Audit Committee is not opining on the accuracy, completeness or fairness of the audited financial statements.

Sincerely,

RONALD M. CLARK

ROBERT S. GIGLIOTTI

STEPHEN J. TOBER

#### **PROPOSAL 2: RATIFICATION OF THE APPOINTMENT OF UHY LLP AS OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR FISCAL 2012**

The Board of Directors, upon recommendation of the Audit Committee, has appointed UHY LLP as Independent Registered Public Accounting Firm, to audit our consolidated financial statements for the year ending December 31, 2012, and to perform other appropriate services as directed by our management and Board of Directors.

A proposal will be presented at the meeting to ratify the appointment of UHY LLP as our Independent Registered Public Accounting Firm. It is not expected that a representative of UHY LLP will be present at the Annual Meeting. Stockholder ratification of the appointment of UHY LLP as our Independent Registered Public Accounting Firm is not required by our bylaws or other applicable legal requirement. However, the Board of Directors is submitting the selection of UHY LLP to the Stockholders for ratification as a matter of good corporate practice. If the Stockholders fail to ratify this appointment, other independent registered public accounting firm will be considered by the Board of Directors upon recommendation of the Audit Committee.

Even if the appointment is ratified, the Board of Directors at its discretion may direct the appointment of a different independent registered public accounting firm at any time during the year if it determines that such a change would be in the best interests of our company and our Stockholders.

#### **Vote Required**

The ratification of UHY LLP as our independent registered public accounting firm will require the affirmative vote of the holders of at least a majority of the outstanding shares of our Common Stock present or represented at the Annual Meeting. **THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR RATIFICATION OF THE APPOINTMENT OF UHY LLP AS THE COMPANY'S INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM.**

#### **OTHER MATTERS TO COME BEFORE THE MEETING**

Our board of directors does not know of any other matters to come before the meeting. However, if any other matters properly come before the meeting, it is the intention of the persons designated as proxies to vote in accordance with their best judgment on such matters. If any other matter should come before the meeting, action on such matter will be approved if the number of votes cast in favor of the matter exceeds the number opposed.

#### **ANNUAL REPORT**

The Annual Report to Stockholders covering the Company's fiscal year ended December 31, 2011 is being mailed to Stockholders with this Proxy Statement. The Company's annual report on Form 10-K under the Securities Exchange Act of 1934 for the year ended December 31, 2011, including the financial statements, schedules, and exhibits thereto, which the Company has filed with the SEC will be made available to beneficial owners of the Company's securities without charge upon request by contacting David H. Gransee, 9725 Industrial Drive, Bridgeview, Illinois 60455.

#### **STOCKHOLDER PROPOSALS**

Stockholders who intend to have a proposal considered for inclusion in the Company's proxy materials for presentation at the 2013 Annual Meeting of Stockholders must submit the written proposal to the Company no later than December 30, 2012 addressed to the Corporate Secretary at the address set forth on the first page of this proxy statement. Stockholders who intend to present a proposal at the 2013 Annual Meeting of Stockholders without inclusion of such proposal in the Company's proxy materials are required to provide notice of such proposal to the Company no later than March 15, 2013. We reserve the right to reject, rule out of order, or take other appropriate action with respect to any proposal that does not comply with these and other applicable requirements.

#### **REQUEST TO RETURN PROXIES PROMPTLY**

A Proxy is enclosed for your use. Please mark, date, sign and return the Proxy at your earliest convenience or vote through the telephone or Internet procedures set forth on the Proxy. The Proxy requires no postage if mailed in the United States in the postage-paid envelope provided. A prompt return of your Proxy will be appreciated.

By Order of the Board of Directors,

/s/ DAVID H. GRANSEE  
Bridgeview, Illinois

April 27, 2012

**VOTE BY INTERNET - [www.proxyvote.com](http://www.proxyvote.com)**

*MANITEX INTERNATIONAL, INC.*  
*ATTN:DAVID GRANSEE*  
*9725 INDUSTRIAL DRIVE*  
*BRIDGEVIEW, IL 60455*

Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 P.M. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

**VOTE BY PHONE - 1-800-690-6903**

Use any touch-tone telephone to transmit your voting instructions up until 11:59 P.M. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you call and then follow the instructions.

**VOTE BY MAIL**

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

KEEP THIS PORTION FOR YOUR RECORDS

DETACH AND RETURN THIS PORTION ONLY

**THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.**

**The Board of Directors recommends you vote**      **For All**   **Withhold All**   **For All Except**   To withhold authority to vote for any individual nominee(s), mark **For All Except** and write the number(s) of the nominee(s) on the line below.

**FOR the following:**

1. Election of Directors  
**Nominees**

..      ..      ..

01 Ronald M. Clark      02 Robert S. Gigliotti      03 David J. Langevin      04 Marvin B. Rosenberg      05 Stephen J. Tober

**The Board of Directors recommends you vote FOR the following proposal:**

**For    Against    Abstain**

2 Ratification of the appointment of UHY LLP as the Company's independent registered public accounting firm for fiscal 2012.      ..      ..      ..

**NOTE:** Such other business as may properly come before the meeting or any adjournment thereof.

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**Yes**      **No**

Please indicate if you plan to attend this meeting      "      "

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name, by authorized officer.

Signature [PLEASE SIGN WITHIN BOX]

Date

Signature (Joint Owners)

Date

**Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:** The Notice & Proxy Statement, Annual Report is/are available at [www.proxyvote.com](http://www.proxyvote.com).

**MANITEX INTERNATIONAL, INC.**

**Annual Meeting of Stockholders**

**June 7, 2012 11:00 AM (Central Daylight Time)**

**This proxy is solicited by the Board of Directors**

The stockholder(s) hereby appoint(s) David J. Langevin and Andrew M. Rooke, or either of them, as proxies, each with the power to appoint his substitute, and hereby authorizes them to represent and to vote, as designated on the reverse side of this ballot, all of the shares of common stock of MANITEX INTERNATIONAL, INC. that the stockholder(s) is/are entitled to vote at the Annual Meeting of Stockholders to be held at 11:00 AM (Central Daylight Time) on Thursday, June 7, 2012, at our offices located at 9725 Industrial Drive, Bridgeview, Illinois 60455, and any adjournment or postponement thereof.

**This proxy, when properly executed, will be voted in the manner directed herein. If no such direction is made, this proxy will be voted in accordance with the Board of Directors' recommendations. If any other matters properly come before the meeting, the shares represented by this proxy will be voted in accordance with the discretion of the persons designated as proxies.**

**Continued and to be signed on reverse side**