

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

Form 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **April 27, 2017**

MYR GROUP INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-08325
(Commission
File Number)

36-3158643
(I.R.S. Employer
Identification No.)

1701 Golf Road, Suite 3-1012
Rolling Meadows, IL
(Address of principal executive offices)

60008
(ZIP Code)

Registrant's telephone number, including area code: **(847) 290-1891**

None

(Former name or former address, if changed since last report)

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

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

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

Emerging growth company

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

Item 5.07 Submission of Matters to a Vote of Shareholders.

MYR Group Inc. (“MYR” or the “Company”) held its 2017 annual meeting of stockholders (the “2017 Annual Meeting”) on April 27, 2017, at which the stockholders considered five proposals, each of which is described in more detail in MYR’s Definitive Proxy Statement, dated March 10, 2017. The matters voted upon at the 2017 Annual Meeting and the results of the votes were as follows:

Proposal 1. Election of Directors. The stockholders elected four directors. Messrs. Fayne, Hartwick and Johnson, our Class I nominees, were each elected to serve a three-year term expiring at the 2020 annual meeting of stockholders or until his successor has been duly chosen and qualified. Mr. Favreau, our Class III nominee, was elected to serve a two-year term expiring at the 2019 annual meeting of stockholders or until his successor has been duly chosen and qualified.

	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
Henry W. Fayne	13,692,167	80,926	1,708	695,105
Kenneth M. Hartwick	13,678,748	92,280	3,773	695,105
Gary R. Johnson	13,188,458	568,260	18,084	695,104
Bradley T. Favreau	13,672,848	100,808	1,146	695,104

Each of the following directors will continue to hold office until his or her respective term expires: Jack L. Alexander, Larry F. Altenbaumer, William A. Koertner, Donald C.I. Lucky, Maurice E. Moore and William D. Patterson.

At a meeting of the board of directors following the 2017 Annual Meeting, our board of directors decreased the size of the board from eleven to ten members to eliminate the vacancy created by the previously announced departure of John P. Schauerman.

Proposal 2. Advisory Resolution to Approve the Compensation of Our Named Executive Officers. The stockholders approved the resolution on executive compensation.

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
13,273,057	500,254	1,485	695,110

Proposal 3. Advisory Vote on the Frequency of Holding Future Advisory Votes on Executive Compensation. The stockholders voted in favor of “every year” as the frequency of future advisory votes on executive compensation.

<u>Votes For Every Year</u>	<u>Votes For Every Two Years</u>	<u>Votes For Every Three Years</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
10,241,258	6,644	3,511,388	15,510	695,106

Proposal 4. Approval of the MYR Group Inc. 2017 Long-Term Incentive Plan. The stockholders approved the Company’s 2017 Long-Term Incentive Plan.

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
13,353,763	419,286	1,752	695,105

Proposal 5. Ratification of the Appointment of Our Independent Registered Public Accounting Firm. The stockholders ratified the selection of Ernst & Young LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2017.

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>
14,363,720	105,353	832

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

See Exhibit Index.

SIGNATURE

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

MYR GROUP INC.

Dated: April 28, 2017

By: /s/ GERALD B. ENGEN, JR.
Name: Gerald B. Engen, Jr.
Title: Senior Vice President, Chief
Legal Officer and Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Restricted Stock Award Agreement (Named Executive Officer).†+
10.2	Form of Performance Shares Award Agreement (Named Executive Officer).†+
10.3	Form of Restricted Stock Units Award Agreement (Non-Employee Director).†+
10.4	Form of Restricted Stock Units Award Agreement (Director).†+

† Filed herewith

+ Indicates management contract or compensatory plan or arrangement.

MYR GROUP INC.

**RESTRICTED STOCK AWARD AGREEMENT
(Named Executive Officer)**

This AGREEMENT (this “Agreement”) is made as of March 23, 2017, by and between MYR Group Inc., a Delaware corporation (the “Company”), and [] (“Grantee”).

1. Grant of Restricted Stock. Pursuant to the MYR Group Inc. 2007 Long-Term Incentive Plan (Amended and Restated as of May 1, 2014) (the “Plan”) and subject to the terms and conditions thereof and the terms and conditions hereinafter set forth, the Company has granted, as of March 23, 2017 (the “Date of Grant”), to Grantee [] shares of Common Stock (the “Restricted Stock”).
2. Rights of Grantee. The shares of Restricted Stock subject to this grant shall be fully paid and nonassessable and shall be either (a) represented by certificates held in custody by the Company until all restrictions thereon have lapsed, together with a stock power or powers executed by the Grantee in whose name such certificates are registered, endorsed in blank and covering such shares of Restricted Stock, or (b) held at the Company’s transfer agent in book entry form with appropriate restrictions relating to the transfer of such shares of Restricted Stock, and endorsed with an appropriate legend referring to the restrictions hereinafter set forth. Grantee shall have all the rights of a stockholder with respect to such shares, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto; provided, however, that dividends or other distributions on the Restricted Stock will be deferred until and paid contingent upon the vesting of such Restricted Stock.
3. Restrictions on Transfer of Shares of Restricted Stock. The shares of Restricted Stock may not be transferred, assigned or subject to any encumbrance, pledge or charge, until the shares of Restricted Stock have vested as provided in Sections 4 and 5 hereof; provided, however, that the Grantee’s rights with respect to the Restricted Shares may be transferred by will or pursuant to the laws of descent and distribution. Any purported transfer in violation of the provisions of this Section 3 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in the Restricted Shares.
4. Vesting of Restricted Shares. Subject to the terms and conditions of this Agreement and the Plan, the shares of Restricted Stock shall vest in accordance with the vesting schedule set forth on Exhibit A hereto provided the Grantee remains continuously employed by the Company until the applicable vesting dates listed on Exhibit A.

5. Accelerated Vesting of Restricted Shares. Notwithstanding the provisions of Section 4 hereof, the shares of Restricted Stock covered by this Agreement shall become immediately vested in full if any of the following circumstances apply:
- (a) Termination without Cause or Good Reason: Grantee's termination of employment without "Cause" or with "Good Reason" (as each term is defined in the Grantee's Employment Agreement with the Company, dated [], as may be amended from time to time (the "Employment Agreement")).
 - (b) Death or Disability: Grantee dies or upon his "Disability" (as such term is defined in the Employment Agreement).
 - (c) Change in Control: A Change in Control occurs while Grantee is an employee of the Company.
6. Forfeiture of Shares. Except to the extent the shares of Restricted Stock covered by this Agreement have vested pursuant to Sections 4 or 5 hereof, Grantee's right to retain the shares of Restricted Stock covered by this Agreement shall be forfeited automatically and without further notice on the date that Grantee ceases to be an employee of the Company or a Subsidiary prior to the third anniversary of the Date of Grant for any reason other than as described in Section 5.
7. No Employment Contract. Nothing contained in this Agreement shall (a) confer upon Grantee any right to be employed by or remain employed by the Company, or (b) limit or affect in any manner the right of the Company to terminate the employment of Grantee at any time.
8. Withholding Taxes. To the extent that the Company is required to withhold any federal, state, local or foreign taxes in connection with any delivery of shares of Restricted Stock to the Grantee, it shall be a condition to the receipt of such delivery that the Grantee shall pay such taxes by the Company's retention of a portion of the shares of Restricted Stock otherwise deliverable to the Grantee. The shares so retained shall be credited against such withholding requirement at the Fair Market Value on the date of such delivery. In no event, however, shall the Company accept shares for payment of taxes in excess of minimum required tax withholding rates; therefore, Grantee agrees to a payroll deduction for the amount of the withholding requirement that may be greater than the value of the whole number of shares retained for such purpose.
9. Restrictive Covenants. If the Grantee engages in any conduct in breach of any noncompetition, nonsolicitation or confidentiality obligations to the Company under any agreement, policy or plan, then such conduct shall also be deemed to be a breach of the terms of the Plan and this Agreement. Upon such breach, Grantee's right to receive the shares of Restricted Stock covered by this Agreement shall be forfeited automatically and without further notice and, if and to the extent any shares of Restricted Stock covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to such breach, the Grantee shall be required to return to the Company, upon demand, such shares or the net proceeds of any sales. For purposes of this Section 9, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company.

10. Recovery of Restricted Stock. If (a) the Company restates any part of its financial statements for any fiscal year or years during which the shares of Restricted Stock covered by this Agreement have been granted due to material noncompliance with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year or years (a “Restatement”) and (b) the Committee determines that Grantee is personally responsible for causing the Restatement as a result of Grantee’s personal misconduct or any fraudulent activity on the part of Grantee, then the Committee has discretion to, based on applicable facts and circumstances and subject to applicable law, cause the Grantee’s right to receive the shares of Restricted Stock covered by this Agreement to be forfeited automatically and without further notice and, if and to the extent any shares of Restricted Stock covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to the Restatement, the Grantee shall be required to return to the Company, upon demand, such shares or the net proceeds of any sales. For purposes of this Section 10, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company. Notwithstanding anything herein to the contrary, Grantee’s consent shall not be required for an amendment to this Agreement that is deemed necessary by the Company to ensure compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) or any regulations promulgated thereunder, including as a result of the implementation of any recoupment policy the Company adopts to comply with the requirements set forth in the Dodd-Frank Act.
11. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise and to exercise its discretionary authority under the Plan in connection with the grant of shares of Restricted Stock.
12. Miscellaneous. All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Agreement shall be binding, conclusive and final. The waiver by the Company of any provision of this Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Agreement. Grantee agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Agreement.
13. Capitalized Terms. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given them in the Plan or resolutions adopted by the Committee authorizing grants made under this Agreement, unless the context clearly requires otherwise.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer, as of the day and year first above written.

MYR GROUP INC.

By: _____
Name: William A. Koertner
Title: Chairman of the Board

The undersigned Grantee hereby acknowledges receipt of an executed copy of this Agreement and accepts the right to receive any shares of Restricted Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

Grantee

Date: _____

Exhibit A

**Time Based Restricted Stock Vesting Schedule
Grant of Date [], 2017**

Date	Total Shares of Restricted Stock Vested
[], 2018	
[], 2019	
[], 2020	

**MYR GROUP INC.
PERFORMANCE SHARES AWARD AGREEMENT**

(Named Executive Officer)

This AGREEMENT (this “Agreement”) is made as of March 23, 2017, by and between MYR Group Inc., a Delaware corporation (the “Company”), and [] (“Grantee”).

1. Grant of Performance Shares. Pursuant to the MYR Group Inc. 2007 Long-Term Incentive Plan (Amended and Restated as of May 1, 2014) (the “Plan”) and subject to the terms and conditions thereof and the terms and conditions hereinafter set forth, the Company has granted to Grantee, as of March 23, 2017 (the “Date of Grant”), [] Performance Shares that may be earned in accordance with the terms of this Agreement and contingent on the Company’s Return On Invested Capital (“ROIC”) over the ROIC Performance Period (the “ROIC Target Performance Shares”), and [] Performance Shares that may be earned in accordance with the terms of this Agreement and contingent on the Company’s relative Total Stockholder Return (“TSR”) over the TSR Performance Period (the “TSR Target Performance Shares”).
2. Earning of Target Performance Shares.
 - (a) Performance Measure: The Grantee’s right to receive all of, any portion of, or more than, the number of ROIC Target Performance Shares or TSR Target Performance Shares will be contingent upon the achievement of specified levels of the Company’s ROIC and relative TSR, as set forth in the “Statement of Performance Goals” established by the Committee in connection with the Awards granted by this Agreement, and will be measured over the period from January 1, 2017 through December 31, 2019 for ROIC performance (the “ROIC Performance Period”) and the Date of Grant through December 31, 2019 for TSR performance (the “TSR Performance Period”).
 - (b) Below Threshold:
 - (i) ROIC: If, upon the conclusion of the ROIC Performance Period, ROIC for the ROIC Performance Period falls below the threshold level, as set forth in the ROIC Performance Matrix contained in the Statement of Performance Goals, no Performance Shares for ROIC performance shall become earned.
 - (ii) TSR: If, upon conclusion of the TSR Performance Period, the Company’s relative TSR for the TSR Performance Period falls below the 25th percentile of TSR for the TSR Peer Group Companies (as defined below), no Performance Shares for TSR performance shall become earned.
 - (c) Threshold:
 - (i) ROIC: If, upon the conclusion of the ROIC Performance Period, ROIC for the ROIC Performance Period equals the threshold level, as set forth in the ROIC Performance Matrix contained in the Statement of Performance Goals, 50% of the ROIC Target Performance Shares shall become earned.

- (ii) TSR: If, upon conclusion of the TSR Performance Period, the Company's relative TSR for the TSR Performance Period is at the 25th percentile of TSR for the TSR Peer Group Companies, 25% of the TSR Target Performance Shares shall become earned.
- (d) Between Threshold and Target:
 - (i) ROIC: If, upon the conclusion of the ROIC Performance Period, ROIC exceeds the threshold level, but is less than the target level, as set forth in the ROIC Performance Matrix contained in the Statement of Performance Goals, the percentage of ROIC Target Performance Shares that shall become earned shall be determined by mathematical straight-line interpolation between 50% of the ROIC Target Performance Shares and 100% of the ROIC Target Performance Shares, with a fractional share rounded down to the next whole share.
 - (ii) TSR: If, upon the conclusion of the TSR Performance Period, the Company's relative TSR exceeds the 25th percentile, but is less than the 50th percentile of TSR of the TSR Peer Group Companies, the percentage of TSR Target Performance Shares that shall become earned shall be determined by mathematical straight-line interpolation between 25% of the TSR Target Performance Shares and 100% of the TSR Target Performance Shares, with a fractional share rounded down to the next whole share.
- (e) Target:
 - (i) ROIC: If, upon the conclusion of the ROIC Performance Period, ROIC for the Performance Period equals the target level, as set forth in the ROIC Performance Matrix contained in the Statement of Performance Goals, 100% of the ROIC Target Performance Shares shall become earned.
 - (ii) TSR: If, upon conclusion of the TSR Performance Period, the Company's relative TSR for the TSR Performance Period is at the 50th percentile of TSR for the TSR Peer Group Companies, 100% of the TSR Target Performance Shares shall become earned.
- (f) Between Target and Maximum:
 - (i) ROIC: If, upon the conclusion of the ROIC Performance Period, ROIC exceeds the target level, but is less than the maximum level, as set forth in the ROIC Performance Matrix contained in the Statement of Performance Goals, the percentage of ROIC Target Performance Shares that shall become earned shall be determined by mathematical straight-line interpolation between 100% of the ROIC Target Performance Shares and 200% of the ROIC Target Performance Shares, with a fractional share rounded down to the next whole share.

- (ii) TSR: If, upon the conclusion of the TSR Performance Period, the Company's relative TSR exceeds the 50th percentile, but is less than the 75th percentile of TSR for the TSR Peer Group Companies, the percentage of TSR Target Performance Shares that shall become earned shall be determined by mathematical straight-line interpolation between 100% of the TSR Target Performance Shares and 200% of the TSR Target Performance Shares, with a fractional share rounded down to the next whole share.
- (g) Equals or Exceeds Maximum:
 - (i) ROIC: If, upon the conclusion of the ROIC Performance Period, ROIC for the ROIC Performance Period equals or exceeds the maximum level, as set forth in the ROIC Performance Matrix contained in the Statement of Performance Goals, 200% of the ROIC Target Performance Shares shall become earned.
 - (ii) TSR: If, upon conclusion of the TSR Performance Period, the Company's relative TSR for the TSR Performance Period equals or exceeds the 75th percentile of TSR for the TSR Peer Group Companies, 200% of the TSR Target Performance Shares shall become earned.
- (h) Conditions: Determination of Earned Award: Except as otherwise provided herein, the Grantee's right to receive any Performance Shares is contingent upon his or her remaining in the continuous employ of the Company or a Subsidiary through the end of the Performance Periods. Following the Performance Periods, the Committee shall determine whether and to what extent the goals relating to ROIC and TSR have been satisfied for the Performance Periods and shall determine the percent of ROIC Target Performance Shares and TSR Target Performance Shares, if any, that may have become earned hereunder.
- (i) Determination Regarding ROIC: All determinations involving ROIC set forth in this Section 2 shall be the arithmetic average of the ROIC for the ROIC Performance Period calculated by dividing the sum of the Company's ROIC for each fiscal year in the ROIC Performance Period by the number of years in the ROIC Performance Period, where ROIC for each fiscal year in the ROIC Performance Period is defined as net income plus net interest net of taxes (net income plus net interest, less net interest times the effective tax rate), less dividends divided by invested capital (total debt less cash and marketable securities plus total stockholders' equity) at the beginning of the performance period, with all financial measures as determined from the Company's consolidated financial statements for each year in the ROIC Performance Period, subject to mandatory adjustment as provided for by the Committee in its resolutions approving this Performance Shares award, except where such action would result in the loss of the otherwise available exemption of the Performance Shares under Section 162(m) of the Internal Revenue Code. All determinations involving ROIC set forth in this Section 2 shall be calculated based on U.S. Generally Accepted Accounting Principles.

- (j) Determination Regarding TSR: At the end of the TSR Performance Period, the percentile rank of the Company's TSR in respect to the TSR of the TSR Peer Companies will be calculated. TSR with respect to the Company and each of the TSR Peer Companies means the change in the fair market value of common stock of the Company and the TSR Peer Companies, assuming reinvestment of dividends, over the TSR Performance Period. The measurement of change in fair market value over the Performance Period shall be based on the average closing prices of the common stock for the last 20 trading days preceding the Date of Grant and the last 20 trading days preceding the end of the TSR Performance Period (December 31, 2019), assuming reinvestment of dividends in common stock. Any TSR Peer Company that is no longer publicly traded at any time during or at the end of the TSR Performance Period shall be excluded from this calculation.
 - (k) TSR Peer Companies: The public companies against which the Company's TSR performance will be compared (the "TSR Peer Group Companies") are identified in the Statement of Performance Goals.
3. Pro Rata Earning of Target Performance Shares.
- (a) Termination without Cause or Good Reason, Death, Disability or Retirement: Notwithstanding Section 2(h), if, during the Performance Period, but before the payment of any Performance Shares as set forth in Section 5, the Grantee's employment is terminated without "Cause" or with "Good Reason" (as each term is defined in the Grantee's Employment Agreement with the Company, dated [], as may be amended from time to time (the "Employment Agreement")), the Grantee dies or in the event of his "Disability" (as such term is defined in the Employment Agreement) while in the employ of the Company or in the event of the retirement of the Grantee after having attained "normal retirement age" (as such term is defined in the Social Security Act of 1935, as amended), then the Grantee shall be entitled to receive such percent of the ROIC Target Performance Shares and TSR Target Performance Shares, if any, as is determined pursuant to Section 2 at the conclusion of the Performance Periods as if the Grantee had remained in the continuous employ of the Company through the end of the Performance Periods, based on the Company's ROIC and TSR performance during the Performance Periods, prorated, based on the number of whole months that Grantee was employed by the Company during the Performance Periods.
 - (b) Change in Control: Notwithstanding Section 2(h), if, during the Performance Periods, but before the payment of any Performance Shares as set forth in Section 5, a Change in Control occurs while Grantee is an employee of the Company, then the Grantee shall be entitled to receive the number of ROIC Target Performance Shares and the number of TSR Target Performance Shares set out in Section 1.
4. Forfeiture of Award. Except to the extent Grantee has earned the right to receive Performance Shares pursuant to Sections 2 or 3 hereof, Grantee's right to receive Performance Shares shall be forfeited automatically and without further notice on the date that Grantee ceases to be an employee of the Company or a Subsidiary prior to the last day of the Performance Periods or, in the event that Section 3(b) applies, the date on which the Change in Control occurs.

5. Payment of Performance Shares.
- (a) Subject to Section 5(c), Performance Shares earned as provided in Section 2 or pursuant to Section 3(a) shall be paid to Grantee or his or her executor or administrator, as the case may be, in shares of Common Stock in the calendar year immediately following the close of the Performance Period to which the award relates, but in no event later than two and one-half (2 1/2) months after the close of the Performance Period.
 - (b) The ROIC Target Performance Shares and TSR Target Performance Shares earned pursuant to Section 3(b) shall be paid to Grantee in shares of Common Stock as soon as practicable following the Change in Control, but in no event later than two and one-half (2 1/2) months following the end of the year in which the Change in Control occurs.
 - (c) Notwithstanding anything in this Agreement to the contrary, if Grantee is a “specified employee” as determined pursuant to procedures adopted by the Company in compliance with Section 409A of the Code, the ROIC Target Performance Shares and TSR Target Performance Shares become payable on Grantee’s “separation from service” with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code, and the amount payable hereunder constitutes a “deferral of compensation” (within the meaning of Section 409A of the Code), then payment of the ROIC Target Performance Shares and TSR Target Performance Shares shall be made on the earlier of the first day of the seventh month after the date of Grantee’s “separation from service” with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code or Grantee’s death.
6. Transferability. Transferability shall be as set forth in the Plan.
7. No Employment Contract. Nothing contained in this Agreement shall (a) confer upon Grantee any right to be employed by or remain employed by the Company, or (b) limit or affect in any manner the right of the Company to terminate the employment of Grantee at any time.
8. Taxes and Withholding. To the extent that the Company is required to withhold any federal, state, local or foreign taxes in connection with the payment of any Performance Shares, it shall be a condition to the payment of any Performance Shares that the Grantee shall pay such taxes by the Company’s retention of a portion of the shares of Common Stock otherwise payable to the Grantee. The shares so retained shall be credited against such withholding requirement at the Fair Market Value on the date of such delivery. In no event, however, shall the Company accept shares for payment of taxes in excess of minimum required tax withholding rates; therefore, Grantee agrees to a payroll deduction for the amount of the withholding requirement that may be greater than the value of the whole number of shares retained for such purpose.
9. Rights of a Stockholder. The Grantee shall not have any rights of a stockholder with respect to the Performance Shares prior to the date such shares are earned.

10. Payment of Dividends. No dividends shall be accrued or earned with respect to any Performance Shares until such Performance Shares are earned by the Grantee as provided in this Agreement.
11. Adjustments. Notwithstanding any other provision hereof, the Committee shall have authority to make adjustments in the terms and conditions of, and the criteria included in, Performance Shares granted hereunder, as set forth in the Plan.
12. Restrictive Covenants. If the Grantee engages in any conduct in breach of any noncompetition, nonsolicitation or confidentiality obligations to the Company under any agreement, policy or plan, then such conduct shall also be deemed to be a breach of the terms of the Plan and this Agreement. Upon such breach, Grantee's right to receive Performance Shares covered by this Agreement shall be forfeited automatically and without further notice and to the extent that the Grantee has received shares of Common Stock pursuant to Section 5 within a period of 18 months prior to such breach, the Grantee shall be required to return to the Company, upon demand, such shares or the net proceeds of any sales. For purposes of this Section 12, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company.
13. Recovery of Performance Shares. If (a) the Company restates any part of its financial statements for any fiscal year or years covered by the Performance Periods due to material noncompliance with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year or years (a "Restatement") and (b) the Committee determines that Grantee is personally responsible for causing the Restatement as a result of Grantee's personal misconduct or any fraudulent activity on the part of Grantee, then the Committee has discretion to, based on applicable facts and circumstances and subject to applicable law, cause the Company to recover all or any portion (but no more than 100%) of the shares of Common Stock paid or payable to Grantee for the Performance Periods. The amount of any cash or shares recovered by the Company under this Section 13 shall be limited to the amount by which such shares payment exceeded the amount that would have been paid to or received by Grantee had the Company's financial statements for the applicable restated fiscal year or years been initially filed as restated, as reasonably determined by the Committee. Notwithstanding anything herein to the contrary, Grantee's consent shall not be required for an amendment to this Agreement that is deemed necessary by the Company to ensure compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") or any regulations promulgated thereunder, including as a result of the implementation of any recoupment policy the Company adopts to comply with the requirements set forth in the Dodd-Frank Act.
14. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise and to exercise its discretionary authority under the Plan in connection with the grant of ROIC Target Performance Shares and TSR Target Performance Shares.

15. Miscellaneous. All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Agreement shall be binding, conclusive and final. The waiver by the Company of any provision of this Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Agreement. Grantee agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Agreement.
16. Capitalized Terms. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given them in the Plan or resolutions adopted by the Committee authorizing grants made under this Agreement, unless the context clearly requires otherwise.
17. Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with, or be exempt from, the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Grantee). Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and Grantee has executed this Agreement, as of the day and year first above written.

MYR GROUP INC.

By: _____
Name: William A. Koertner
Title: Chairman of the Board

The undersigned Grantee hereby acknowledges receipt of an executed copy of this Agreement and accepts the right to receive any Performance Shares or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

Grantee
Date: _____

MYR GROUP INC.

**RESTRICTED STOCK UNITS AWARD AGREEMENT
(Non-employee Director)**

This AGREEMENT (this “Agreement”) is made as of _____, 2017, by and between MYR Group Inc., a Delaware corporation (the “Company”), and [] (the “Grantee”).

1. Grant of Restricted Stock Units. Pursuant to the MYR Group Inc. 2017 Long-Term Incentive Plan (the “Plan”) and subject to the terms and conditions thereof and the terms and conditions hereinafter set forth, the Company has granted, as of _____, 2017 (the “Date of Grant”), to the Grantee [] Restricted Stock Units.
2. Rights of the Grantee. Each Restricted Stock Unit, upon becoming vested before its expiration, represents a right to receive payment in the form of one (1) share of Common Stock. Restricted Stock Units are used solely as units of measurement, and are not shares of Common Stock and the Grantee is not, and has no rights as, a shareholder of the Company by virtue of this Award. The Restricted Stock Units subject to this Agreement have been awarded to the Grantee in respect of services to be performed by the Grantee during the vesting period.
3. Restrictions on Transfer. The rights to the Restricted Stock Units may not be transferred, assigned or subject to any encumbrance, pledge or charge; provided, however, that the Grantee’s rights with respect to the Restricted Stock Units may be transferred by will or pursuant to the laws of descent and distribution. Any purported transfer in violation of the provisions of this Section 3 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in the Restricted Stock Units.
4. Vesting of Restricted Stock Units. Subject to the terms and conditions of this Agreement and the Plan, the Restricted Stock Units shall vest in accordance with the vesting schedule set forth on Exhibit A hereto provided the Grantee remains a member of the Board until the applicable vesting date(s) listed on Exhibit A (or as otherwise provided in Section 5 of the Agreement).
5. Accelerated Vesting. Notwithstanding the provisions of Section 4 hereof, the Restricted Stock Units covered by this Agreement shall become immediately vested in full if (1) a Change in Control occurs while the Grantee is a member of the Board or (2) the Grantee resigns from the Board or otherwise ceases serving on the Board before the end of his or her elected term as a Non-Employee Director and such resignation was not the result of the Grantee’s breach of his or her fiduciary duty to the Company, as determined by the Board, in its sole discretion.

6. Payment of Restricted Stock Units. Payment of Restricted Stock Units subject to this Agreement shall be made to the Grantee as soon as practicable following the time such units have vested pursuant to Sections 4 or 5 hereof. Except as provided in the next sentence, payment shall be made as soon as administratively practicable following (but no later than thirty (30) days following) the date that the Restricted Stock Units vest pursuant to Sections 4 or 5 hereof. To the extent applicable, if the Restricted Stock Units become payable on the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code, the Grantee is a "specified employee" as determined pursuant to procedures adopted by the Company in compliance with Section 409A of the Code, and the amount payable hereunder constitutes a "deferral of compensation" (within the meaning of Section 409A of the Code), then payment for the Restricted Stock Units shall be made on the earlier of the first day of the seventh month after the date of the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code or the Grantee's death. Payment shall be in the form of one (1) share of Common Stock for each vested Restricted Stock Unit. To the extent that the Company is required to withhold any federal, state, provincial, local or foreign taxes in connection with any delivery of shares of Common Stock to the Grantee, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the receipt of such delivery that the Grantee shall pay such taxes by the Company's retention of a portion of the shares of Common Stock otherwise deliverable to the Grantee. The shares so retained shall be credited against such withholding requirement at the fair market value on the date of such delivery. In no event, however, shall the Company retain shares for payment of taxes in excess of required minimum tax withholding rates.

The Grantee acknowledges that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company. The Grantee further acknowledges that the Company (1) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, or the subsequent sale of shares of Common Stock acquired pursuant to such settlement, and (2) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result.

Except to the extent provided by Section 409A of the Code and permitted by the Board, no Common Shares may be issued to the Grantee at a time earlier than otherwise expressly provided in this Agreement. The Company's obligations to the Grantee with respect to the Restricted Stock Units will be satisfied in full upon the issuance of Common Shares corresponding to such Restricted Stock Units.

7. Forfeiture/Expiration. Except to the extent the Restricted Stock Units covered by this Agreement have vested pursuant to Sections 4 or 5 hereof, the Grantee's right to retain the Restricted Stock Units covered by this Agreement shall be forfeited automatically and without further notice on the date that the Grantee ceases to be a member of the Board for any reason other than as described in Section 5 and, if not previously vested and paid or forfeited, shall expire immediately after the third anniversary of the Date of Grant (i.e., the last vesting date).
8. Restrictive Covenants. If the Grantee engages in any conduct in breach of any noncompetition, nonsolicitation or confidentiality obligations to the Company under any agreement, policy or plan, then such conduct shall also be deemed to be a breach of the terms of the Plan and this Agreement. Upon such breach, the Grantee's right to retain the Restricted Stock Units covered by this Agreement shall be forfeited automatically and without further notice and, if and to the extent any Restricted Stock Units covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to such breach, the Grantee shall be required to return to the Company, upon demand, any shares paid to the Grantee in settlement of the Restricted Stock Units (or the net proceeds of any sales of such shares). For purposes of this Section 8, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company.
9. Recovery of Restricted Stock Units. If (a) the Company restates any part of its financial statements for any fiscal year or years during which the Restricted Stock Units covered by this Agreement have been granted due to material noncompliance with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year or years (a "Restatement") and (b) the Compensation Committee (the "Committee") of the Company's Board of Directors determines that the Grantee is personally responsible for causing the Restatement as a result of the Grantee's personal misconduct or any fraudulent activity on the part of the Grantee, then the Committee has discretion to, based on applicable facts and circumstances and subject to applicable law, cause the Grantee's right to retain the Restricted Stock Units covered by this Agreement to be forfeited automatically and without further notice and, if and to the extent any Restricted Stock Units covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to the Restatement, the Grantee shall be required to return to the Company, upon demand, any shares paid to the Grantee in settlement of the Restricted Stock Units (or the net proceeds of any sales of such shares). For purposes of this Section 9, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company. Notwithstanding anything herein to the contrary, the Grantee's consent shall not be required for an amendment to this Agreement that is deemed necessary by the Company to ensure compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") or any regulations promulgated thereunder, including as a result of the implementation of any recoupment policy the Company adopts to comply with the requirements set forth in the Dodd-Frank Act.

10. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Board acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise and to exercise its discretionary authority under the Plan in connection with the grant of the Restricted Stock Units. The number of Restricted Stock Units subject to this Agreement, and the other terms and conditions of this award, are subject to mandatory adjustment as provided in Section 3.2 of the Plan.
11. Miscellaneous. All decisions or interpretations of the Board with respect to any question arising under the Plan or this Agreement shall be binding, conclusive and final. The waiver by the Company of any provision of this Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Agreement. The Grantee agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Agreement. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any such law. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee). Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service.
12. Capitalized Terms. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given them in the Plan or resolutions adopted by the Board authorizing grants made under this Agreement, unless the context clearly requires otherwise.
13. Nature of Grant. Nothing in this Agreement will give the Grantee any right to continue service as a Non-Employee Director with the Company or interfere in any way with the right of the Company to terminate the service of the Grantee as a Non-Employee Director. Furthermore, the Grantee acknowledges and agrees that (a) the grant of the Restricted Stock Units to the Grantee is a voluntary, discretionary award and it does not constitute a commitment to make any future awards, (b) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, (c) all decisions with respect to future Restricted Stock Units grants, if any, will be at the sole discretion of the Company, (d) participation in the Plan is voluntary, (e) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty, and (f) in consideration of the grant of Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from termination of the Restricted Stock Units or diminution in value of the Restricted Stock Units or shares of Common Stock received upon vesting, including (without limitation) any claim or entitlement resulting from termination of the Grantee's service as a Non-Employee Director with the Company (for any reason whatsoever and whether or not in breach of local laws) and the Grantee hereby releases the Company and its Subsidiaries from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Grantee shall be deemed irrevocably to have waived the Grantee's entitlement to pursue such claim.

14. Information. The Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data by and among, as applicable, the Company and its Subsidiaries and affiliates, namely MYR Group Inc. (located in the United States) for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee hereby understands that the Company and its Subsidiaries and affiliates hold (but only process or transfer to the extent required or permitted by local law) the following personal information about the Grantee: the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, compensation, nationality, position, any shares of Common Stock or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Data"). The Grantee hereby understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere (including the United States of America), and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee hereby understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares acquired upon vesting. The Grantee hereby understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan and in accordance with local law. The Grantee hereby understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's human resources representative. The Grantee hereby understands, however, that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee hereby understands that the Grantee may contact the Company's human resources representative.

15. Canada Notices.

Securities Law Notice. The Grantee is permitted to sell shares of Common Stock acquired through the Plan through the designated broker appointed under the Plan, if any (or any other broker acceptable to the Company), provided the resale of shares of Common Stock acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the shares of Common Stock are listed.

Foreign Asset Reporting Information. Foreign property (including shares of Common Stock) held by Canadian residents must be reported annually on Form T1135 (Foreign Income Verification Statement) if the total value of such foreign property exceeds C\$100,000 at any time during the year. The Grantee should consult with his/her tax advisor for additional details.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer, as of the day and year first above written.

MYR GROUP INC.

By: _____
Name: William A. Koertner
Title: Chairman of the Board

The undersigned Grantee hereby acknowledges receipt of an executed copy of this Agreement and accepts the right to receive any Restricted Stock Units or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

Grantee

Date: _____

Exhibit A

Time Based Restricted Stock Units Vesting Schedule

Date	Total Restricted Stock Units Vested
_____, 2018	
_____, 2019	
_____, 2020	

MYR GROUP INC.

RESTRICTED STOCK UNITS AWARD AGREEMENT
(Director)

This AGREEMENT (this “Agreement”) is made as of _____, 2017, by and between MYR Group Inc., a Delaware corporation (the “Company”), and [] (the “Grantee”).

1. Grant of Restricted Stock Units. Pursuant to the MYR Group Inc. 2017 Long-Term Incentive Plan (the “Plan”) and subject to the terms and conditions thereof and the terms and conditions hereinafter set forth, the Company has granted, as of _____, 2017 (the “Date of Grant”), to the Grantee [] Restricted Stock Units.
2. Rights of the Grantee. Each Restricted Stock Unit, upon becoming vested before its expiration, represents a right to receive payment in the form of one (1) share of Common Stock. Restricted Stock Units are used solely as units of measurement, and are not shares of Common Stock and the Grantee is not, and has no rights as, a shareholder of the Company by virtue of this Award. The Restricted Stock Units subject to this Agreement have been awarded to the Grantee in respect of services to be performed by the Grantee during the vesting period.
3. Restrictions on Transfer. The rights to the Restricted Stock Units may not be transferred, assigned or subject to any encumbrance, pledge or charge; provided, however, that the Grantee’s rights with respect to the Restricted Stock Units may be transferred by will or pursuant to the laws of descent and distribution. Any purported transfer in violation of the provisions of this Section 3 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in the Restricted Stock Units.
4. Vesting of Restricted Stock Units. Subject to the terms and conditions of this Agreement and the Plan, the Restricted Stock Units shall vest in accordance with the vesting schedule set forth on Exhibit A hereto provided the Grantee remains a member of the Board until the applicable vesting date(s) listed on Exhibit A (or as otherwise provided in Section 5 of the Agreement).
5. Accelerated Vesting. Notwithstanding the provisions of Section 4 hereof, the Restricted Stock Units covered by this Agreement shall become immediately vested in full if (1) a Change in Control occurs while the Grantee is a member of the Board or (2) the Grantee resigns from the Board or otherwise ceases serving on the Board before the end of his or her elected term as a Director and such resignation was not the result of the Grantee’s breach of his or her fiduciary duty to the Company, as determined by the Board, in its sole discretion.

6. Payment of Restricted Stock Units. Payment of Restricted Stock Units subject to this Agreement shall be made to the Grantee as soon as practicable following the time such units have vested pursuant to Sections 4 or 5 hereof. Except as provided in the next sentence, payment shall be made as soon as administratively practicable following (but no later than thirty (30) days following) the date that the Restricted Stock Units vest pursuant to Sections 4 or 5 hereof. To the extent applicable, if the Restricted Stock Units become payable on the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code, the Grantee is a "specified employee" as determined pursuant to procedures adopted by the Company in compliance with Section 409A of the Code, and the amount payable hereunder constitutes a "deferral of compensation" (within the meaning of Section 409A of the Code), then payment for the Restricted Stock Units shall be made on the earlier of the first day of the seventh month after the date of the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code or the Grantee's death. Payment shall be in the form of one (1) share of Common Stock for each vested Restricted Stock Unit. Payment shall be subject to mandatory net settlement withholding for taxes. To the extent that the Company is required to withhold any federal, state, provincial, local or foreign taxes in connection with any delivery of shares of Common Stock to the Grantee, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the receipt of such delivery that the Grantee shall pay such taxes by the Company's retention of a portion of the shares of Common Stock otherwise deliverable to the Grantee. The shares so retained shall be credited against such withholding requirement at the fair market value on the date of such delivery. In no event, however, shall the Company retain shares for payment of taxes in excess of required minimum tax withholding rates.

The Grantee acknowledges that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company. The Grantee further acknowledges that the Company (1) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, or the subsequent sale of shares of Common Stock acquired pursuant to such settlement, and (2) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result.

Except to the extent provided by Section 409A of the Code and permitted by the Board, no Common Shares may be issued to the Grantee at a time earlier than otherwise expressly provided in this Agreement. The Company's obligations to the Grantee with respect to the Restricted Stock Units will be satisfied in full upon the issuance of Common Shares corresponding to such Restricted Stock Units.

7. Forfeiture/Expiration. Except to the extent the Restricted Stock Units covered by this Agreement have vested pursuant to Sections 4 or 5 hereof, the Grantee's right to retain the Restricted Stock Units covered by this Agreement shall be forfeited automatically and without further notice on the date that the Grantee ceases to be a member of the Board for any reason other than as described in Section 5 and, if not previously vested and paid or forfeited, shall expire immediately after the third anniversary of the Date of Grant (i.e., the last vesting date).
8. Restrictive Covenants. If the Grantee engages in any conduct in breach of any noncompetition, nonsolicitation or confidentiality obligations to the Company under any agreement, policy or plan, then such conduct shall also be deemed to be a breach of the terms of the Plan and this Agreement. Upon such breach, the Grantee's right to retain the Restricted Stock Units covered by this Agreement shall be forfeited automatically and without further notice and, if and to the extent any Restricted Stock Units covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to such breach, the Grantee shall be required to return to the Company, upon demand, any shares paid to the Grantee in settlement of the Restricted Stock Units (or the net proceeds of any sales of such shares). For purposes of this Section 8, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company.
9. Recovery of Restricted Stock Units. If (a) the Company restates any part of its financial statements for any fiscal year or years during which the Restricted Stock Units covered by this Agreement have been granted due to material noncompliance with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year or years (a "Restatement") and (b) the Compensation Committee (the "Committee") of the Company's Board of Directors determines that the Grantee is personally responsible for causing the Restatement as a result of the Grantee's personal misconduct or any fraudulent activity on the part of the Grantee, then the Committee has discretion to, based on applicable facts and circumstances and subject to applicable law, cause the Grantee's right to retain the Restricted Stock Units covered by this Agreement to be forfeited automatically and without further notice and, if and to the extent any Restricted Stock Units covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to the Restatement, the Grantee shall be required to return to the Company, upon demand, any shares paid to the Grantee in settlement of the Restricted Stock Units (or the net proceeds of any sales of such shares). For purposes of this Section 9, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company. Notwithstanding anything herein to the contrary, the Grantee's consent shall not be required for an amendment to this Agreement that is deemed necessary by the Company to ensure compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") or any regulations promulgated thereunder, including as a result of the implementation of any recoupment policy the Company adopts to comply with the requirements set forth in the Dodd-Frank Act.

10. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Board acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise and to exercise its discretionary authority under the Plan in connection with the grant of the Restricted Stock Units. The number of Restricted Stock Units subject to this Agreement, and the other terms and conditions of this award, are subject to mandatory adjustment as provided in Section 3.2 of the Plan.
11. Miscellaneous. All decisions or interpretations of the Board with respect to any question arising under the Plan or this Agreement shall be binding, conclusive and final. The waiver by the Company of any provision of this Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Agreement. The Grantee agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Agreement. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any such law. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee). Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service.
12. Capitalized Terms. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given them in the Plan or resolutions adopted by the Board authorizing grants made under this Agreement, unless the context clearly requires otherwise.
15. Nature of Grant. Nothing in this Agreement will give the Grantee any right to continue service as a Director with the Company or interfere in any way with the right of the Company to terminate the service of the Grantee as a Director. Furthermore, the Grantee acknowledges and agrees that (a) the grant of the Restricted Stock Units to the Grantee is a voluntary, discretionary award and it does not constitute a commitment to make any future awards, (b) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, (c) all decisions with respect to future Restricted Stock Units grants, if any, will be at the sole discretion of the Company, (d) participation in the Plan is voluntary, (e) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty, and (f) in consideration of the grant of Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from termination of the Restricted Stock Units or diminution in value of the Restricted Stock Units or shares of Common Stock received upon vesting, including (without limitation) any claim or entitlement resulting from termination of the Grantee's service as a Director with the Company (for any reason whatsoever and whether or not in breach of local laws) and the Grantee hereby releases the Company and its Subsidiaries from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Grantee shall be deemed irrevocably to have waived the Grantee's entitlement to pursue such claim.

16. Information. The Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data by and among, as applicable, the Company and its Subsidiaries and affiliates, namely MYR Group Inc. (located in the United States) for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee hereby understands that the Company and its Subsidiaries and affiliates hold (but only process or transfer to the extent required or permitted by local law) the following personal information about the Grantee: the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, compensation, nationality, position, any shares of Common Stock or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Data"). The Grantee hereby understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere (including the United States of America), and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee hereby understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares acquired upon vesting. The Grantee hereby understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan and in accordance with local law. The Grantee hereby understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's human resources representative. The Grantee hereby understands, however, that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee hereby understands that the Grantee may contact the Company's human resources representative.

17. Canada Notices.

Securities Law Notice. The Grantee is permitted to sell shares of Common Stock acquired through the Plan through the designated broker appointed under the Plan, if any (or any other broker acceptable to the Company), provided the resale of shares of Common Stock acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the shares of Common Stock are listed.

Foreign Asset Reporting Information. Foreign property (including shares of Common Stock) held by Canadian residents must be reported annually on Form T1135 (Foreign Income Verification Statement) if the total value of such foreign property exceeds C\$100,000 at any time during the year. The Grantee should consult with his/her tax advisor for additional details.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer, as of the day and year first above written.

MYR GROUP INC.

By: _____
Name: Larry F. Altenbaumer
Title: Chairman of the Compensation Committee

The undersigned Grantee hereby acknowledges receipt of an executed copy of this Agreement and accepts the right to receive any Restricted Stock Units or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

Grantee

Date: _____

Exhibit A

Time Based Restricted Stock Units Vesting Schedule

Date	Total Restricted Stock Units Vested
_____, 2018	
_____, 2019	
_____, 2020	