

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

FORM 8-K/A
(Amendment No. 1)

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

Date of Report (Date of Earliest Event Reported): September 19, 2019

BEYOND MEAT, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38879
(Commission File Number)

26-4087597
(I.R.S. Employer
Identification Number)

119 Standard Street
El Segundo, California 90245
(Address of principal executive offices, including zip code)

(866) 756-4112
(Registrant's telephone number, including area code)

Not Applicable
(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 13-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value	BYND	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §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.

Explanatory Note

This Amendment No. 1 on Form 8-K/A (this “Amendment”) amends the Current Report on Form 8-K (the “Original Filing”) of Beyond Meat, Inc. (the “Company”) filed with the Securities and Exchange Commission on September 19, 2019. The Company is filing this Amendment to correct a clerical error with respect to the memorialization of the vesting schedule of Sanjay Shah’s new hire restricted stock unit award (the “RSUs”), which was incorrectly set forth in Mr. Shah’s offer letter. The RSUs will vest over four years as follows: 1/8th of the RSUs will vest on the 27-month anniversary of Mr. Shah’s start date and 1/8th of the RSUs will vest in quarterly installments thereafter, subject to his continuous service through each vesting date. On February 28, 2020, the Compensation Committee of the Company’s Board of Directors approved an offer letter correction reflecting the corrected vesting schedule of the RSUs. Other than as set forth in this Explanatory Note, this Amendment does not modify or update any other information contained in the Original Filing.

ITEM 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On September 19, 2019, Beyond Meat, Inc. (the “Company”) issued a press release announcing that Sanjay Shah, age 51, has been named Chief Operating Officer of the Company effective September 18, 2019. Prior to joining the Company, Mr. Shah served as Senior Vice President of Energy Operations at Tesla, Inc. from May 2018 to September 2019. From January 2011 to May 2018, Mr. Shah worked for Amazon.com, Inc. serving in roles with increasing levels of responsibility, including as regional director for various regions from January 2011 to July 2015 and as Vice President of North American Fulfillment Centers from July 2015 to May 2018; from September 2009 to January 2011, Mr. Shah served as Managing Director, Southeast Asia for MFG.com, which provides online marketplace services; and from December 2000 to August 2009, he served as an Executive Director for Dell Inc.

Pursuant to an offer letter, Mr. Shah will receive an annual base salary of \$440,000 and will have the opportunity to earn an annual bonus, which for 2019 has a target amount of 50% of his 2019 base salary, pro-rated based on the number of days he is employed by the Company in 2019. In addition, Mr. Shah will receive a sign-on bonus equal to \$450,000, provided he must repay the full amount of the sign-on bonus if for any reason his employment terminates within one year of his start date with the Company. Subject to the approval of the Compensation Committee of the Company’s Board of Directors (the “Compensation Committee”), Mr. Shah will also receive a sign-on equity award under the Company’s 2018 Equity Incentive Plan (the “Plan”) in the form of fully vested shares of the Company’s common stock on the first anniversary of his start date and on each quarterly anniversary thereafter through the second anniversary of his start date, in the following amounts: (i) total shares equal to \$3,500,000 divided by the average closing price (as defined in the offer letter) on the first anniversary of his start date, and (ii) total shares equal to \$875,000 divided by the average closing price on each quarterly anniversary thereafter, in each case, rounded up to the nearest whole number of shares. In addition, subject to the approval of the Compensation Committee, Mr. Shah will be granted an option under the Plan to purchase shares of the Company’s common stock equal to \$3,500,000 divided by the average closing price, then multiplied by 2 and rounded up to the nearest whole number of shares.

The exercise price per share will be no less than the per share fair market value of the Company’s common stock on the grant effective date. The shares subject to the option will vest over two years as follows: 1/24th of the total number of shares will vest and become exercisable on the 25th monthly anniversary of Mr. Shah’s start date and 1/24th of the total number of shares will vest and become exercisable on each monthly anniversary thereafter, subject to his continuous service through each vesting date.

In addition, subject to the approval of the Compensation Committee, Mr. Shah will receive a restricted stock unit award covering shares of the Company’s common stock equal to \$3,500,000 divided by the

average closing price, rounded up to the nearest whole number of shares (the "RSUs"). The RSUs will vest over four years as follows: 1/8th of the RSUs will vest on the 27-month anniversary of Mr. Shah's start date and 1/8th of the RSUs will vest in quarterly installments thereafter, subject to his continuous service through each vesting date.

If Mr. Shah is terminated by the Company without cause during his first year of employment with the Company, subject to his execution of a release of claims and compliance with certain other conditions, he will receive severance equal to 6 months of his annual base salary, a pro-rated portion of his target annual bonus and, subject to the approval of the Compensation Committee, fully vested shares of the Company's common stock pursuant to the Plan equal to \$3,500,000 divided by the average closing price, then multiplied by a ratio where the numerator is the number of months he was continuously employed by the Company and the denominator is 12 and rounded up to the nearest whole number of shares.

Mr. Shah will also be eligible for certain change in control severance benefits pursuant to the Company's form of Executive Change in Control Severance Agreement, including salary and benefits continuation and accelerated equity award vesting in certain circumstances.

The Company expects to enter into the Company's standard form of indemnification agreement for directors and executive officers with Mr. Shah, which requires the Company to indemnify its directors and executive officers for certain expenses, including attorneys' fees, judgments, penalties, fines and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of their services as one of the Company's directors or executive officers or as a director or executive officer of any other company or enterprise to which the person provides services at the Company's request.

The foregoing description of Mr. Shah's employment terms is qualified in its entirety by reference to the full text of his offer letter and the offer letter correction, copies of which are filed as Exhibits 10.1 and 10.2, respectively, attached hereto, and the terms of which are incorporated by reference herein.

Mr. Shah has no family relationships that require disclosure pursuant to Item 401(d) of Regulation S-K and has not been involved in any transactions that require disclosure pursuant to Item 404(a) of Regulation S-K. There is no arrangement or understanding between Mr. Shah and any other person pursuant to which Mr. Shah was named Chief Operating Officer of the Company.

A copy of the press release announcing Mr. Shah as the Company's Chief Operating Officer is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Offer letter dated August 1, 2019 with Sanjay Shah (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Beyond Meat, Inc. filed with the Securities and Exchange Commission on September 19, 2019).</u>
10.2*	<u>Offer Letter Correction, dated March 3, 2020, between Beyond Meat, Inc. and Sanjay Shah</u>
99.1	<u>Press release of Beyond Meat, Inc. dated September 19, 2019 (Incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K of Beyond Meat, Inc. filed with the Securities and Exchange Commission on September 19, 2019).</u>

* Filed herewith.

SIGNATURES

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

BEYOND MEAT, INC.

By: /s/ Mark J. Nelson

Mark J. Nelson

Chief Financial Officer and Treasurer

Date: March 5, 2020

OFFER LETTER CORRECTION

This Offer Letter Correction (the "Correction") is entered into as of March 3, 2020, by and between Beyond Meat, Inc., a Delaware corporation (the "Company"), and Sanjay Shah ("you").

RECITALS

WHEREAS, the Company and you have entered into that certain Offer Letter, dated as of August 1, 2019 (as amended from time to time, the "Agreement"); and

WHEREAS, the Company and you desire to revise the Agreement as provided herein to correct a clerical error with respect to the memorialization of the vesting schedule intended to apply to the restricted stock unit award contemplated by the Agreement and properly reflect the parties' original intent with respect to such vesting schedule.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company and you hereby agree to amend the Agreement as follows:

CORRECTION

1. Correction. The second sentence of Section 5(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"The RSUs will vest and become non-forfeitable over 4-years as follows: 1/8th of the RSUs will vest on the 27-month anniversary of your Commencement Date and 1/8th of the RSUs will vest in quarterly installments thereafter, subject to your continuous service through each vesting date."
2. Terms of Agreement. Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect.
3. Conflicting Terms. In the event of any inconsistency or conflict between the Agreement and this Correction, the terms, conditions and provisions of this Correction shall govern and control.
4. Entire Agreement. This Agreement, as modified by this Correction, together with any other document(s) referenced therein, constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to this subject matter are superseded by the Agreement and this Correction. This Correction may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute one and the same instrument. This Correction may be executed and delivered by facsimile and, upon such delivery, the facsimile shall be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Offer Letter Correction to be executed by their duly authorized representatives, effective as of the date first written above.

BEYOND MEAT, INC.

SANJAY SHAH

By: /s/ Teri L. Witteman

Signature: /s/ Sanjay Shah

Name: Teri L. Witteman

Title: General Counsel & Secretary