

ALASKA COMMUNICATIONS SYSTEMS GROUP INC

FORM 8-K (Current report filing)

Filed 10/06/17 for the Period Ending 10/04/17

Address	600 TELEPHONE AVENUE - ANCHORAGE, AK, 99503
Telephone	9072973000
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Industry	Integrated Telecommunications Services
Sector	Telecommunication Services
Fiscal Year	12/31

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):

October 4, 2017

Alaska Communications Systems Group, Inc.

Alaska Communications Systems Group, Inc.
(Exact name of registrant as specified in its charter)

Delaware

000-28167

52-2126573

Delaware
(State or other jurisdiction
of incorporation)

000-28167
(Commission
File Number)

52-2126573
(I.R.S. Employer
Identification No.)

600 Telephone Avenue, Anchorage, Alaska

99503-6091

600 Telephone Avenue, Anchorage, Alaska
(Address of principal executive offices)

99503-6091
(Zip Code)

Registrant's telephone number, including area code:

(907) 297-3000

Not Applicable

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 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

[Top of the Form](#)

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

(e) Amended Employment Agreement Between the Registrant and Anand Vadapalli

On October 4, 2017, Alaska Communications Systems Group, Inc. (the "Company") and Anand Vadapalli entered into the First Amendment to Employment Agreement dated August 5, 2015 (the "First Amendment"). The First Amendment extends the term of Mr. Vadapalli's employment to December 31, 2019, and is subject to automatic successive one-year extensions unless notice, as defined in the First Amendment, is given by either the Company or Mr. Vadapalli. A complete description of the employment term and other amendments to the agreement dated August 5, 2015 are included in the First Amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit No. Description

Exhibit 10.1 First Amendment to Employment Agreement Between Anand Vadapalli and Alaska Communications Systems Group, Inc. Dated August 5, 2015

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Employment Agreement Between Anand Vadapalli and Alaska Communications Systems Group, Inc. Dated August 5, 2015

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.

Alaska Communications Systems Group, Inc.

October 6, 2017

By: *Leonard A. Steinberg*

Name: Leonard A. Steinberg

Title: Corporate Secretary

Exhibit 10.1
First Amendment to Employment Agreement
Between
Anand Vadapalli and Alaska Communications Systems Group, Inc.
Dated August 5, 2015

This First Amendment to the Employment Agreement dated August 5, 2015 (“First Amendment”) amends the Employment Agreement dated August 5, 2015 (the “Agreement”) between Alaska Communications Systems Group, Inc., its subsidiaries, affiliates and any business ventures in which they may participate (collectively “Alaska Communications” or “the Company”) and Anand Vadapalli (“Executive”). Alaska Communications and Executive are also referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties have entered into the Agreement herein referenced and now desire to amend the Agreement as set forth herein; and

WHEREAS, the Company desires to continue to employment of Executive beyond the Term of the Agreement to serve as the President and Chief Executive Officer of the Company; and

WHEREAS, Executive agrees to extend his employment with the Company upon the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration set forth in this First Amendment, the sufficiency and receipt of which are hereby acknowledged, Alaska Communications and Executive hereby agree as follows:

1. Section 5, Term is replaced in its entirety with the following:

5. Term. Unless otherwise terminated as provided in the Agreement or this First Amendment, Executive’s term of employment (“Term”) shall commence on the Effective Date and shall continue until December 31, 2019; provided, that the Term shall be automatically extended for successive one-year periods thereafter, unless written Notice is given by either Party to the other Party at least one hundred eighty (180) days prior to the last day of the then-existing initial or extended Term, of the Party’s intent to terminate the Agreement on the last day of that Term.

2. Section 8.2 is replaced in its entirety with the following:

8.2 So long as Executive resides at an Outside Principal Residence, Executive shall be entitled to reimbursement for all reasonable travel costs between Executive’s Outside Principal Residence and the Company’s headquarters (currently in Anchorage) or other appropriate business locations, and living expenses while working away from Executive’s Outside Principal Residence. All such expenses shall be reimbursed at actual cost to Executive. Further, the Company shall lease appropriate living accommodations for Executive’s use while working away from his Outside Principal Residence at the Company’s headquarters with such living expenses not to exceed \$2,500 per month. Executive shall also be entitled to reimbursement of normal business expenses (including reasonable and necessary travel expenses on behalf of the Company) in accordance with the Company’s applicable expense reimbursement policies and procedures and shall be covered under the Company’s Directors and Officers insurance and corporate indemnification policies, as they may be amended from time to time, and subject to the terms and conditions of those respective plans and programs. Executive shall also receive an annual automobile allowance, which shall be pro-rated in the first and last years of the Term. The Company agrees to reimburse Executive for his reasonable legal and other professional fees actually incurred with respect to the negotiation, and prior to the execution, of this First Amendment, up to a maximum of twenty thousand dollars (\$20,000.00), upon submission of adequate documentation of such payments by Executive. Reimbursement for legal expenses shall be made promptly, and no event later than March 15 of the year after the year in which this First Amendment is executed by both Parties.

3. Section 8.3 is replaced in its entirety with the following:

8.3 Executive’s relocation payment for reimbursement of his relocation expenses and reimbursement for realtor commissions associated with the sale of Executive’s principal residence in Anchorage, as documented by receipts submitted by Executive (and expressly excluding reimbursement of any loss on sale of Executive’s residence) in connection with a relocation Executive made to establish his Outside Principal Residence as permitted pursuant to Section 2 of the Agreement is subject to vesting based on continued employment through June 30, 2018 and will be forfeited on a pro-rata basis based upon the remaining time period for which Executive voluntarily elects not to serve. However, the Company may at its sole discretion accelerate such vesting.

4. Section 18. Notice is amended for Executive’s address as follows:

Anand Vadapalli

3234 NE Harrison Drive

Issaquah, WA 98029

5. Section 11.7.5 is deleted in its entirety.

6. All other provisions of the Agreement shall remain in full force and effect in accordance with their stated terms.

IN WITNESS WHEREOF, Alaska Communications and Executive have executed and entered into this First Amendment on the date set forth below.

EXECUTIVE:

By: /s/ Anand Vadapalli

(*Signature*)

Name: Anand Vadapalli

ALASKA COMMUNICATIONS SYSTEMS GROUP, INC.

By: /s/ Leonard Steinberg

(*Signature*)

Name: Leonard Steinberg

Its: Corporate Secretary

Date: October 4, 2017

Date: October 4, 2017