
**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):

June 18, 2019

Internap Corporation

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-31989
(Commission File Number)

91-2145721
(IRS Employer Identification Number)

12120 Sunset Hills Road, Suite 330, Reston, Virginia
(Address of Principal Executive Offices)

20190
(Zip Code)

Registrant's telephone number, including area code: (404) 302-9700

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 (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, \$0.001 par value	INAP	Nasdaq Global Market

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

(e)

On June 18, 2019, the Board of Directors of Internap Corporation (the “*Company*”) amended that certain employment agreement, dated September 12, 2016, by and between the Company and Peter D. Aquino (the “*Employment Agreement*”).

The principal changes to the Employment Agreement consist of the following: (i) an increase in annual cash incentive bonus at a target level from 100% to 120% of earned base salary, in accordance with performance criteria established by the Company’s Board of Directors; and (ii) twenty-four (24) months of severance pay for a Qualifying Termination (as defined in the Employment Agreement) equal to two times the sum of base salary and target annual cash incentive bonus.

The foregoing summary of the material terms of the amendment to Mr. Aquino’s Employment Agreement is qualified by reference to the full text of the agreement, which is included as Exhibit 10.1 hereto.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are furnished as part of this report:

Exhibit No. Description

10.1 [Amendment No. 3 to Employment Agreement, dated June 18, 2019, by and between Peter D. Aquino and Internap Corporation.](#)

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.

INTERNAP CORPORATION

Date: June 18, 2019

By: /s/ Richard P. Diegnan
Richard P. Diegnan
EVP and General Counsel

**AMENDMENT NO. 3
TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT (this "*Amendment*") dated as of June 18, 2019 (the "*Amendment Effective Date*"), by and between Peter D. Aquino ("*Executive*") and Internap Corporation, a Delaware corporation (the "*Company*," and together with Executive, each, a "*Party*", and collectively, the "*Parties*").

WHEREAS, the Parties entered into an Employment Agreement, dated September 12, 2016, as previously amended by Amendment No. 1 dated November 14, 2017 and Amendment No. 2 dated March 16, 2018 (collectively, the "*Agreement*"); and

WHEREAS, the Executive and the Company wish to amend certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Executive and the Company hereby agree as follows:

1. Section 1.3(b) of the Agreement is deleted in its entirety and replaced with the following:

(b) Executive shall be entitled to the opportunity to earn annual calendar year performance bonuses, with a target cash bonus of 120% of Base Salary earned during a calendar year ("*Target Bonus Amount*") in accordance with performance objectives recommended by the Compensation Committee and approved by the Board. Upon the recommendation of the Compensation Committee (in consultation with Executive) and the approval of the Board, the Executive will be able to achieve a maximum potential cash bonus of 200% of Base Salary for achievement of performance goals. All bonus payments shall be subject to deductions for required withholdings, including, without limitation, federal and state withholding taxes and social security taxes. The bonus shall be payable in the calendar year following the calendar year in which the performance objectives for such bonus are measured, but no later than April 15 of such year.

2. Section 3.1(a) of the Agreement is deleted in its entirety and replaced with the following:

(a) **Severance Pay.** Subject to Sections 3.5 and ARTICLE IV, the Executive will receive Severance Pay in equal monthly installments payable over a twenty-four (24) month period, in accordance with the Company's normal payroll schedule, beginning with the first such date that is at least sixty (60) days after the date of Executive's Qualifying Termination (the "*Initial Payment Date*"), provided that the general release required pursuant to ARTICLE IV has been delivered to the Company and is fully executed and becomes irrevocable in accordance with its terms by the Initial Payment Date.

3. Section 8.13 of the Agreement is deleted in its entirety and replaced with the following:

“Severance Pay” (a) in the event that Section 3.1 or 3.2 is applicable, means cash severance payments in an amount equal to two (2) times the sum of the Executive’s Base Salary as of Termination of Employment, plus Executive’s annual Target Bonus Amount under the Company’s STIP, or other applicable short-term bonus plan in effect as of Executive’s Termination of Employment.

4. Except to the extent expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall continue in full force and effect and shall remain enforceable and binding in accordance with their respective terms.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

COMPANY:

INTERNAP CORPORATION

/s/ Gary Pfeiffer

Name: Gary Pfeiffer

Title: Chairman of the Board of Directors

EXECUTIVE:

/s/ Peter D. Aquino

Peter D. Aquino

Signature Page to Amendment No. 3 to Employment Agreement
