

1ST SOURCE CORP
Form 8-K
January 03, 2013

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): January 1, 2013

1st Source Corporation
(Exact name of registrant as specified in its charter)

Indiana	0-6233	35-1068133
(State or other jurisdiction of incorporation)	(Commission File No.)	(I.R.S. Employer Identification No.)

100 North Michigan Street, South Bend, Indiana 46601
(Address of principal executive offices) (Zip Code)

574-235-2000
(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 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Employee Agreement with Andrea G. Short

1st Source Corporation (the “Company”) has entered into an employment agreement, dated January 1, 2013 (the “Employment Agreement”), setting forth the terms under which Andrea G. Short will assume the role of Senior Vice President and Chief Financial Officer of the Company and the Company’s subsidiary, 1st Source Bank. The Employment Agreement is effective January 1, 2013 and automatically renews for subsequent one-year terms unless either party gives written notice of non-renewal on or before September 30 of the then-current term, in which case no further automatic extension shall occur and the term of the Employment Agreement shall end on December 31 of such year. The Employment Agreement provides for an annual base salary of \$220,000, participation in the Employer’s Executive Incentive Plan at a “partnership” rate of 20% of Base Salary for purposes of determining awards under the Plan, and participation, at a level commensurate with her position, in all benefit plans the Company presently has or hereafter adopts for its officers or employees, including (without limitation) directors and officers liability insurance, pension, profit sharing, stock option or any group life or health insurance, hospitalization or other similar plans.

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.

1st SOURCE CORPORATION
(Registrant)

Date: January 3, 2013

/s/JOHN B. GRIFFITH
John B. Griffith
Secretary and General Counsel