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): **July 27, 2026**

ATN INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-12593**	**47-0728886**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

500 Cummings Center
Beverly, MA 01915
(Address of principal executive offices and zip code)

(978) 619-1300
(Registrant's telephone number, including area code)

N/A
(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 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))

Title of Each Class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $.01 per share	ATNI	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 (§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. ☐

EXPLANATORY NOTE

On July 31, 2026, ATN International, Inc. (the "Company") filed a Current Report on Form 8-K (the "Original Form 8-K") announcing that, on July 27, 2026, Mary Mabey agreed to step down as Senior Vice President and General Counsel of the Company (the "Separation"), effective as of October 31, 2026 (the "Original Separation Date"). As previously disclosed in the Original Form 8-K, in connection with the Separation, the Company and Ms. Mabey entered into that certain Transition and General Release Agreement, dated as of July 27, 2026 (the "Transition Agreement"), which was filed as Exhibit 10.1 to the Original Form 8-K. The Company is filing this Amendment No. 1 to the Original Form 8-K (this "Amendment") to disclose that the Original Separation Date has been extended and that in connection therewith, the Company and Ms. Mabey entered into that certain Amendment No. 1 to Transition and General Release Agreement, dated as of October 31, 2026 (the "Transition Agreement Amendment").

Except as expressly stated herein, this Amendment does not amend the Original Form 8-K in any way and does not modify or update any other disclosures contained in the Original Form 8-K. This Amendment supplements the Original Form 8-K and should be read in conjunction with the Original Form 8-K.

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

On October 31, 2026, the Board of Directors (the "Board") of the Company determined to extend Ms. Mabey's service as the Company's Senior Vice President and General Counsel through and until December 31, 2026 or such earlier date subsequently determined by the Company (the "Extended Separation Date"), and in connection therewith, the Company and Ms. Mabey entered into the Transition Agreement Amendment.

Pursuant to the Transition Agreement Amendment, Ms. Mabey will continue to receive her current base salary through the Extended Separation Date and will be eligible to receive her 2026 annual incentive bonus with a target value equal to 60% of her current annual base salary (the "2026 Annual Bonus"). As Ms. Mabey will have served for the entirety of the fiscal year ending December 31, 2026 (the "2026 year"), such 2026 Annual Bonus will not be pro-rated. The actual payable amount of the 2026 Annual Bonus will be determined by the Compensation Committee of the Board based upon Company performance for the 2026 year (weighted 50%) and Ms. Mabey's individual performance for the 2026 year (weighted 50%), and will be paid in 2027 when such bonuses are paid to the Company's employees. Additionally, the Transition Agreement Amendment provides that Ms. Mabey will be entitled to receive a one-time, cash payment of $100,000 payable in a lump sum within 30 days of the Extended Separation Date, subject to her continued service through the Extended Separation Date. Except as expressly modified by the Transition Agreement Amendment, all other terms and conditions of the Transition Agreement remain in full force and effect in accordance with their terms.

The foregoing description of the Transition Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Transition Agreement Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1	Amendment No. 1 to Transition and General Release Agreement, dated October 31, 2026, by and between ATN International, Inc. and Mary Mabey.
104	Cover page formatted in Inline XBRL.

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.

ATN INTERNATIONAL, INC.

By: /s/ Carlos Doglioli

Carlos Doglioli

Chief Financial Officer

Dated November 3, 2026

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AMENDMENT NO. 1 TO TRANSITION AND GENERAL RELEASE AGREEMENT

October 31, 2026

This Amendment No. 1 to Transition and General Release Agreement (this "**Amendment**") is entered into by and between ATN International, Inc., a Delaware corporation (the "**Company**") and Mary Mabey.

WHEREAS, Ms. Mabey serves as the Company's Senior Vice President and General Counsel;

WHEREAS, the Company and Ms. Mabey entered into that certain Transition and General Release Agreement ("**Transition Agreement**") on July 27, 2026, which set forth the terms and conditions of Ms. Mabey's separation from service with the Company, which separation was to occur effective October 31, 2026;

WHEREAS, the Company desires for Ms. Mabey to continue to serve as, and Ms. Mabey desires to continue to serve as, the Company's Senior Vice President and General Counsel through and until December 31, 2026 or such earlier date as subsequently determined by the Company in accordance with the Transition Agreement (the "**Continued Service Period Extension**"); and

WHEREAS, in connection with the Continued Service Period Extension, the Company and Ms. Mabey desire to enter into this Amendment No. 1 to the Transition Agreement to amend the Transition Agreement to memorialize the Continued Service Period Extension and confirm the Company's and Ms. Mabey's mutual agreement regarding the Severance Benefits (as defined in the Transition Agreement) to which Ms. Mabey may become entitled in connection with Ms. Mabey's separation from service with the Company.

NOW, THEREFORE, the parties hereto, intending to be legally bound agree as follows:

1. Paragraph 1 of the Transition Agreement shall be amended in its entirety to read as follows:

   "Transition Period & Last Day of Employment. If you timely sign this Transition Agreement, your last day of employment with the Company will be December 31, 2026, unless terminated earlier as provided below or extended by written agreement signed by you and the Company. During the period from the Effective Date of this Transition Agreement to your last day of employment (the "Transition Period"), (a) you will remain an employee receiving your full benefits and base salary, and (b) you will continue to fulfill your responsibilities to the Company as directed by the Chief Executive Officer (the "CEO")."

2. Paragraph 2 of the Transition Agreement shall be amended in its entirety to read as follows:

"Termination Prior to December 31, 2026. Your employment may be terminated at any time prior to December 31, 2026 (a) by you for any reason, (b) by the Company for Cause as defined in the Executive Agreement dated as of March 9, 2023 between you and the Company (the "Executive Agreement"), or (c) by the Company without Cause (the actual date of your termination of employment for any reason, the "Termination Date"). If you terminate your employment prior to December 31, 2026, you agree to give the Company at least two weeks of written advance notice before your last day of employment. For the avoidance of doubt, should your employment terminate in accordance with Section 2(c) of this Agreement, you will receive the benefits set forth in Section 5 herein."

3. Paragraph 5 of the Transition Agreement shall be amended in its entirety to read as follows:

"Severance Benefits. If (a) your employment is not terminated by you for any reason on or before December 31, 2026 or by the Company for Cause on or before December 31, 2026, (b) you timely execute and comply with the terms of this Transition Agreement, (c) you execute the General Release attached as Exhibit A within 21 days following the Termination Date and do not revoke it, (d) you return all Company property on your last day of employment or sooner if requested by the Company, and (e) you comply with your obligations under this Transition Agreement and your continuing obligations to the Company under the Executive Agreement, you will receive the following benefits (the "Severance Benefits"):

(a) Continued payment of your current base salary for the period beginning on the Termination Date and ending on December 31, 2027 (the "Severance Period"), payable to you in accordance with the Company's regular payroll schedule in equal amounts over the Severance Period (i.e., $13,231 paid biweekly during the Severance Period). Payment shall commence on the first payroll date following the effective date of the General Release, and any amounts that would have otherwise been paid in accordance with the Company's payroll schedule between the Termination Date and the first payment date shall be included with the first payment.

(b) You will be eligible to receive an annual incentive bonus for 2026 (the "2026 Bonus"), with a target value equal to 60% of your annual base salary calculated as follows: 50% of the 2026 Bonus shall be based on Company performance for the 2026 year, and 50% of the 2026 Bonus shall be based on your individual performance for the 2026 year. The 2026 Bonus shall be paid in 2027 at the time annual bonuses are paid to active Company employees.

(c) A one-time cash bonus equal to $100,000, which shall be payable to you in a lump sum within 30 days following the Termination Date.

(d) During the Severance Period, if you (i) timely elect COBRA continuation coverage, (ii) timely remit premium payments, and (iii) remain eligible for COBRA continuation coverage under the Company's group health plan, you shall only be required to pay active employee rates, as in effect from time to time; provided that, if this arrangement causes you or the Company to incur adverse tax

consequences or penalties under applicable law, then during the Severance Period, the Company will reimburse you on an after-tax basis for each COBRA premium paid by you, to the extent such payment exceeds active employee rates for such coverage. Any such reimbursement will be paid on a monthly basis. In all events, if you elect to continue COBRA continuation coverage after the Severance Period ends, you will be required to pay the full COBRA premium rate for such coverage for the remainder of the COBRA continuation period.

4. Except as modified herein, all provisions of the Transition Agreement shall remain in full force or effect.

ATN International, Inc.

By: /s/ Naji Khoury
Name: Naji Khoury
Title: Chief Executive Officer

UNDERSTOOD, AGREED TO AND ACCEPTED WITH THE INTENTION TO BE LEGALLY BOUND:

/s/ Mary Mabey
Mary Mabey